

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

Date



SHIRE OF WYNDHAM | EAST KIMBERLEY

**MINUTES
ORDINARY COUNCIL
MEETING**

28 April 2015

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**SHIRE OF WYNDHAM EAST KIMBERLEY
MINUTES OF THE ORDINARY COUNCIL MEETING
KUNUNURRA COUNCIL CHAMBERS**

HELD ON TUESDAY, 28 APRIL 2015 AT 5:00 PM

1. DECLARATIONS OF OPENING / ANNOUNCEMENT OF VISITORS

The Shire President declared the meeting open at 5:03pm.

**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 G King	Councillor
Cr G Taylor	Councillor
L Gee	Acting Chief Executive Officer / Director Community Development
N Octoman	Director Corporate Services
D Klye	Director Infrastructure
M Tonkin	Executive Assistant (Minute Taker)

GALLERY

Roy Adam	Shire Staff
Danny Carter	Kununurra Markets
Marcia Constantine	Kununurra Markets
Penney Hayley	Kununurra Markets
Natika Hawes-Wright	Community Member
Jenny Spragg	Ratepayer
Simone Rushby	Ratepayer
Mark Northover	Ratepayer
Bevan Spackman	Ratepayer
Bernice Spackman	Ratepayer
Carl Askew	Resident
Louise Schubert	SWEK
Julie Fysh	Fysh Grader Hire
Rob Storey	Ratepayer
Vicky Biorac	Ratepayer
Alma Petherick	Ratepayer
Rhonda Guerononi	Ratepayer
Ann Jorritsma	Ratepayer
Steve Guerinoni	Ratepayer, Guerinoni & Son

Geoff Warnock	Ratepayer
Leigh Pedler	Ratepayer's Association President
Joanna Atkins	Resident, North Kimberley Transport
Laine Ellis	PJ and T Ellis Builders
Lisa Spackman	SWEK Ratepayers Association
Emma Venables	Resident-Wyndham
Jade Elvin	Concerned Resident – Wyndham
Linda McKenzie	Ratepayer in Wyndham

APOLOGIES

Nil

LEAVE OF ABSENCE PREVIOUSLY APPROVED

Cr S Cooke

3. DECLARATION OF INTEREST

- Financial Interest

Cr D Spackman declares a financial interest in item 13.4.3 Application for Section 40 Certificate Under the Liquor Control Act 1988 (WA) for indirect financial connection to Tavern

Cr D Spackman declares a financial interest in item 17.1 Confidential – Legal Claim as was contracting to O.R.C.

Cr G King declares a financial interest in item 13.4.2 Development Application for an Integrated Facility (Service Station, Transport Depot, Caretaker's Dwelling and Fuel Depot) – Lot 22 Invanhoe Road, Kununurra due to trading account.

- Impartiality Interest

P Kerp, Manager Engineering Services declares an impartiality interest in item 13.3.6 Tender T04 14-15 Design and Construct Storage and Amenities Shed, Depot, Wyndham as East Kimberley Constructions has nominated myself as a referee in their tender submission.

P Kerp, Manager Engineering Services declares an impartiality interest in item 13.3.7 WALGA Preferred Supplier EQuotes – ET02 14/15 Kununurra Airport Asphalt Surfacing Runway and Taxiway Intersections as I was Shire engineer at Shire Serpentine Jarradale where Martyn Glover, Roads 2000, was Senior Technical Officer for the period 1990 to 1991.

D Klye, Director Infrastructure declares an impartiality interest in item 13.5.3 Code of Conduct Complaints Handling as I am the subject of 2 current complaints.

N Octoman, Director Corporate Services declares an impartiality interest in item 13.5.3 Code of Conduct Complaints Handling as I am currently managing a complaint as a designated senior employee and am aware of a complaint currently against myself which is being investigated.

L Gee, Acting CEO declares an impartiality interest in item 13.5.3 Code of Conduct Complaints Handling as I am subject to complaints which have been made under Council's Code of Conduct.

Cr K Wright declares an impartiality interest in item 13.4.1 Kununurra Agricultural Society Lease as life member of the K.A.S.he is a life member.

Cr G Taylor declares an impartiality interest in item 13.5.3 Code of Conduct Complaints Handling as I may have current complaints against me.

Cr R Dessert declares an impartiality interest in item 13.4.1 Kununurra Agricultural Society Lease as life member.

Cr R Dessert declares an impartiality interest in item 13.4.3 Application for Section 40 Certificate Under the Liquor Control Act 1988 (WA) as also licensee.

Cr D Learbuch declares an impartiality interest in item 13.4.3 Application for Section 40 Certificate Under the Liquor Control Act 1988 (WA) as employed by the owners of Gulliver's Tavern in a different and unrelated business.

Shire President, Cr J Moulden declares an impartiality interest in item 13.5.4 Council Policy Review as I am the subject of allegations under the sexual harassment policy. .

- Proximity Interest

Nil

4. RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE

Ms J Spragg
24 March 2015, Ordinary Council Meeting

How many SWEK staff members have resigned in the last 3 months?

Shire records indicate that 16 staff members have resigned in the past three months. This figure includes casual and acting staff members.

5. PUBLIC QUESTION TIME

Public question time commences at 5:14pm.

Questions from Daniel Carter, Kununurra Markets Committee

Question 1: Was the Acting CEO lawful in her stating that she could/would revoke our event licence if we traded on ANZAC Day? Does the CEO understand the cost and inconvenience caused by cancelling an event a day and a half prior to the scheduled date?

L Gee, Acting CEO provides the following response:

How disappointed I am to receive this question and the email I received this morning as well. I had extensive discussions with the president of the RSL and the president of the markets on Thursday. I told the president of the markets that I had spoken to the Department of Commerce and that there were no requirements to halt the markets and that they should speak to the RSL to seek their consent. Following that I contacted the RSL to seek their views on consent. They communicated strongly that they found the operation of the markets to be disrespectful. Following this, I contacted the president of the markets and we had a lengthy discussion around the need for both community groups to work together to resolve this matter and to try and come to some resolution. I thought it was terribly inappropriate for the Shire to have to step in to resolve this matter and that the RSL and markets needed to work together to come to a result. I emphasised that I wished this matter not be elevated to the Shire for resolution, or the Shire being requested to review the hire agreement with the markets for ANZAC Day.t. I did get a response from the markets president questioning if I was threatening her. I said at least 3 times that I was not threatening her and that I wanted the RSL and Markets to come to an agreement.

Questions from Simone Rushby, Kununurra

Question 1: Why given the poor financial situation of the Shire, the fact that all of the industry ratios identified in the annual budget and report are well outside the industry standard in a negative way and the reduction in services throughout the Shire despite the increasing rates, is the Shire seeing fit to use un-budgeted amounts for Kelly's Knob adventure walks and a grammar school of which was supported by the 6 of the 6/3 Councillor split, the blowing of the legal costs budget by 200k and are now looking to increase Councillor payoffs. Don't you agree the collaborating 6 Councillors should hang their heads in shame?

N Octoman, Director Corporate Services provides the following response:

It is not my issue to respond to how money has been spent, these are Council decisions and Council are made fully aware of the financial implications of each decision.

Question 2: Will Council be removing or repealing CP GOV 3102 and 3100, given that it is obvious that neither admin nor Council has a grasp of these two of their own commonly used policies?

L Gee, Acting CEO provides the following response:

Normally we go by Council policy titles not numbers.

S Rushby confirms that she is referring to the purchasing policy and complaints policy.

Shire President, Cr J Moulden provides the following response:

Council has recently endorsed both of those policies so we are aware of their contents and they guide the way the Shire does business. No, neither will be repealed in the near future.

Questions from Mark Northover, Kununurra

Question 1: Can council supply us with a working capital ratio and the unrestricted cash surplus please?

N Octoman, Director Corporate Services provides the following response:

There are several ratios provided within the mid-year budget results. They are not called that as such. Local government has a different terminology for those items. If I refer you to item 13.2.3 you will find the outcomes that you require.

Question 2: Can you tell us how many outstanding complaints and concerns and how many have been resolved?

L Gee, Acting CEO provides the following response:

Can you provide more detail? Do you want the number of complaints under the Code of Conduct, general complaints or complaints to the DLGC? Can you be more specific as to which type?

M Northover confirms that Code of Conduct complaints would be good to start with.

L Gee, Acting CEO takes the question on notice.

As per the Shire of Wyndham East Kimberley Standing Orders Local Law 2003, 2.3(3) a response will be given to the member of the public in writing by the CEO, and a summary of the question raised and the response given are to be included in the agenda and minutes of the next meeting of the Council.

M Northover confirms that he would like to know the complete range of complaints including complaints to the DLGC, Code of Conduct complaints and complaints against the administration and the councillors.

Shire President, Cr J Moulden takes the question on notice.

As per the Shire of Wyndham East Kimberley Standing Orders Local Law 2003, 2.3(3) a response will be given to the member of the public in writing by the CEO, and a summary of the question raised and the response given are to be included in the agenda and minutes of the next meeting of the Council.

Questions from Jenny Spragg, Kununurra

Question 1: Is the \$150,000 excess for the legal budget in addition to the \$265,000 spent on legal costs related to Rob Storey and Vicki Biorac's 3 cabins on Riverfarm Road?

N Octoman, Director Corporate Services provides the following response:

The \$150,000 incorporates part of the SAT component for Riverfarm Road, the other components relate to other legal matters.

Question 2: David Morris from the DLGC has said that if SWEK has no policy or removes a policy for review then there can be no formal complaints, does Council plan on having a racial discrimination policy?

L Gee, Acting CEO provides the following response:

I can't speak on behalf of David Morris and his advice. It is up to Council as to what policies they have, however there is no legislative requirement for a racial discrimination policy, this would be a decision of council if they would like one.

Questions from Julie Fysh, Fysh Grader Hire

Question 1: Fysh Grader Hire won the Mt Elizabeth - Ellenbrae Road contract end of last year. We had the residents of Ellenbrae ask us to not grade their road due to the wet season was upon us. Can we do this in 2015? Is Fysh Grader Hire able to complete this task? I would like to let my employees know as soon as I can. We are due to head back into town in the next week or so.

D Klye, Director Infrastructure takes the question on notice.

As per the Shire of Wyndham East Kimberley Standing Orders Local Law 2003, 2.3(3) a response will be given to the member of the public in writing by the CEO, and a summary of the question raised and the response given are to be included in the agenda and minutes of the next meeting of the Council.

COUNCIL DECISION

Minute No. 10881

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

That council extends public question time.

Carried 7/1

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

Questions from Simone Rushby, Kununurra

Question 3: In light of the non-importance SWEK places on its complaint policy, along with un-budgeted legal costs to fight its own ratepayers, can the President and the collaborating Councillors explain their behaviour in line with CP GOV 3102, as it clearly breaches multiple requirements.

Shire President, Cr John Moulden asks that the breaches be defined more clearly.

S Rushby adds, that the Customer Service policy outlines the way that the Shire deals with its electors. You are spending unbudgeted legal costs to fight your own rate payers for reasons that are unclear. The Customer Service policy is to ensure that people are treated fair and equally and the way you and the Shire have

behaved and the way you have taken legal action against Storey / Biorac is not in line with this policy.

Shire President, Cr J Moulden provides the following response:

Myself and all councillors take the concerns of the community extremely seriously, which does not mean we agree with everything we get told. I am not going down the Storey / Biorac path as this has been explained many times.

Questions from Mark Northover, Kununurra

Question 3: Had the Councillors viewed a risk management assessment before embarking on a legal path with its residents / ratepayers and in line with other proactive councils who mediate an outcome based upon the risk management assessment?

Shire President, Cr John Moulden asks for more specifics.

M Northover adds that risk management looks at the risk and if a legal advisor says you can't win this. You have allocated funds in the item tonight.

Shire President, Cr J Moulden provides the following response:

We have not allocated funds as no decision has been made in the item that is on tonight's agenda. You can wait to the outcome of that deliberation.

Question 4: Do Councillors recognise the need to lead with the A/CEO with a policy on redundancy, in light of recent dismissals with significant redundancy payouts and a week later re-employing the same person? Council does not have a policy on redundancy and if you're A/CEO wishes to decide to pay a redundancy she can as council does not have a policy.

L Gee, Acting CEO provides the following response:

With regard to redundancies, we have an award that we operate under.

Question 5: Have the Shire President and Councillors familiarised themselves after the last Special Council Meeting with the embarrassing conversation that the administration had no knowledge of CP-3100. Have they now familiarised themselves with this policy?

Shire President, Cr J Moulden provides the following response:

We have dozens and dozens of policies, we don't know them by their numbers.

M Northover adds, if you look at your minutes it is referred to on many occasions

L Gee, Acting CEO provides the following response:

This refers to the Community Engagement policy. The staff have received training on this. It would be appreciated if you could use the title of the policy it is easier to know the title not just the number.

Question 6: Why when complaints since the appointment the current A/CEO are akin to a graph outlining a similarity to the “pig in the python” are the Councillors collaborating as to not address and rectify the complaints that are being asked at the meetings, or are poorly answered and only partially recorded in line with the councils responsibility under adopted minute number 10790 – item 8 noting compliance to CP/GOV-3100 and CP/GOV 3102?

Shire President, Cr J Moulden provides the following response:

Councillors are not collaborating to avoid recording or only partially recording responses.

Public question time concludes at 5.40pm.

6. APPLICATIONS FOR LEAVE OF ABSENCE

Nil

7. PETITIONS

Petition submitted by Leigh Pedler, President of the SWEK Ratepayers Association calling for the Shire President to stand down as both President and Councillor. The community have no faith in the current President. The petition includes 272 votes, close to $\frac{3}{4}$ of the amount of electors who turn up to an election.

COUNCIL DECISION

Minute No. 10882

**Moved: Cr B Robinson
Seconded: Cr R Dessert**

That council receives the petition submitted by the SWEK Ratepayers Association calling for the current Shire President, Cr John Moulden to stand down.

Carried Unanimously 8/0

Shire President - John Moulden
 Shire of Wyndham East Kimberley
 20 Coolibah Dve (Po Box 614)
 Kununurra WA 6743

We, the residents and rate payers in the Shire of Kununurra and Wyndham, request the Shire of Wyndham East Kimberley:

Enforce the resignation of the current Shire President as Shire President & Councilor

For the following reasons:

We have lost faith in the direction and leadership of the current Shire President of the Shire of Wyndham East Kimberley, for the immediate and long term benefit of our community.

For further information relating to this matter and the people responsible for advising petitioners of the outcome of the petition, are the SWEK Ratepayers Association (Inc.). The representatives in this matter are the President, Leigh Pedlar, who can be contacted at Salacca Loop, Kununurra WA 6743, leroyknx@westnet.com.au or Treasurer, Lisa Spackman, who can be contacted at Cnr of Riverfig Ave and Erythrina St, Kununurra WA 6743, lisa@kimberleycrocodile.com.au.

Written Votes

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Total Written Votes	186

Online Votes

Total Online Votes	86
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Total of all votes: 272

Comments From Online Voters:

- We have lost all confidence in the leadership of the Shire of Wyndham East Kimberley.
- Resign effective immediately, we ratepayers have lost all confidence in the direction and leadership of the shire.
- Chairman must resign so we the community can move forward and grow. We need true leadership.
- I have no confidence in the president of the Shire of Wyndham East Kimberley
- There needs to be a positive attitude change to ensure our community can prosper and improve into the future, enough negative attitude.
- All shire prices are consistently going up yet all other sectors in the economy are going down.

- Our President is all in it for himself and not helping Wyndham at all.
- This situation needs to be desperately investigated and reported on.
- Its time for immediate change
- We need a shire president who is acting on behalf of the public and not against them.
- The president is not accountable, too many lies.
- Mr Moulden has no interest in the community, its finances or good governance. His registration is vital for the Shire to move on without having to have administrators appointed.
- There are virtually no shire services left in the town of Wyndham! We are ratepayers and are appalled at the many cuts to our town.

Signed
Leigh Peatler
President
SUEK Rate Payers Association
 28/4/2015

Shire President - John Moulden
 Shire of Wyndham East Kimberley
 20 Coolibah Dve (Po Box 614)
 Kununurra WA 6743

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PLEASE PRINT CLEARLY as illegible entries is invalid.

Name	Street Address	Town	Signature	Date
Lisa Spackman	116a konkerberry Ave	Kununurra		27/2/15
Kiley King	13 Nutwood crest	KnX		27/2/15
Jaye Bailey	120 konkerberry Dr	KnX		27/2/15
Rendo P	2 Erithing Street	KnX		27/2/15
CAROL PARCE	57 WEABER PLAINS RD	KNX		28/2/15
Solenne Thillaye	57 Weaber Plains Rd	KNX		28/02/15
Max Ritter	2 Erithrina Street	KNX		28/02/15
ANDREW GEE	2 Erythrina St	knx		2/3/2015
Zoe Lerch	17 bloodwood drive	KnX		3, 3, 15
Kylie Roxburgh	Bull Run Rd	"		1/3/15
Fox Velut	2 erythrina street	KnX		4/03/15
P. CAASHAN	2 ERYTHRINA ST	KnX		4/2/15
J.MARTHUR	118 CASUARINA WAY.	KnX		6/2/15
POUSSIER OLIVER	57 WEABER PLAINS RD	KNX		11/3/15
JUSTIN REEVE	116a konkerberry ave	knX		12-3-15

No of Petitioners per page = 15

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Name	Street Address	Town	Signature	Date
Jess chamberlain	nutwood crescent	✓		24-4
BRANLYN RYAN	BANYAN ST KNX	✓		24.4
J. Parlinovich	Eucalyptus Close, KNX	✓		24.4.15
JUDY HOVIS	6 WOOMBAT PLACE KNX.	✓		24.4.15.
C. HUDDLESTON	COOLIBAH DR	KNX		24.4.15
L. Cox	Coolibah DR	KNX		24.4.15
Arnold B	" "	KNX		24/4/15
Tom Petherick	KONKERBERRY DRIVE	KNX		28/4/15

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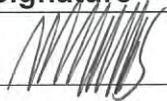
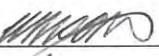
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Name	Street Address	Town	Signature	Date
Matt Burns	7 Koolparn Crt	KNX		28/4
Nadia Mooney	8 Leichhardt St	KNX		28/4
Ben Durrin	3 rd Leichhardt St	KNX		28/4
Damien Hutchinson	6A Flame tree	KNX		28/4
Leigh Pedlar	15 Salacca Loop	Kun		28/4

No of Petitioners per page = 15



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Name	Street Address	Town	Signature	Date
Teggon Moore	21B DULVERTON ST	WYNDHAM	T Moore	27-03-15
MONICA CIGOBIA	35 KOOJARRA ST	WYN	M	27/3/15
LINDA MCKENZIE	LOT 500 GT NORTHERN HWY	WYN	L McKenzie	27/3/15
BROLGA WOODDICH	LOT 500 GT NORTHERN HWY	WYN	B Wooddich	27/3/15
Jade Maitland-Smith	blaker st, Wyndham		JMS	31/3/15
ROXANNE W.	31 Koojarra St	WYN	R Williams	1/3/15
ROBYN MARTIN	18 DELAMERE RD	WYN	R Martin	2/3/15
Glen Hignett	19 O'Donnell St	WYN	G Hignett	2/3/15
SUEAN BERRY	14 ^c KANGAROO DRIVE	WYN	S Berry	7/3/2014
Roxy King	7 Kimberley St	WYN	R King	7/4/15
ANDY KING	7 Kimberley St	WYN	A King	7/4/15
A. Doran	18 Dolwinton St	WYN	A Doran	9/4/15
R HANLTON	38 GNAW	WYN	R Hanlton	10-4-15
Mavis C.F.	6 George St	WYN	Mavis	10-4-15
Shirley Morgan	17 Flinders St	WYN	S Morgan	15-4-15

No of Petitioners per page = 15

Shire President - John Moulden
 Shire of Wyndham East Kimberley
 20 Coolibah Dve (Po Box 614)
 Kununurra WA 6743

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Name	Street Address	Town	Signature	Date
Jina McDonald	Great Northern Hwy	Wyndham		3/3/15
LIN ARTHUR	3 DORRIGO RD WYNDHAM	WYNDHAM		3/3/15
MAUREEN FARRELL	41 KARBARLI ST	WYNDHAM		3.3.15
JOCKLYN LAYTON	LOT 1708 GREAT NORTHERN HWY	WYNDHAM		3.3.15
GAIL BENCHAM	40 GREAT NORTHERN HWY	WYNDHAM		3.3.15
ROSS CAMPBELL	30 O'DONNELL ST.	WYNDHAM		3.3.15
Bianca Cioke	LOT 1321 WEDGE DRIVE	Wyndham		3.3.15
SEAN FARRER	14 KWINANA STREET	Wyndham		3.3.15
VAL BAXTER	1290 GREAT NORTHERN HWY	Wyndham		3.3.15
Ken Watson	13 GNH	Wyndham		3.3.15
Jim Barnes	9B Dorrigo Rd	Wyndham		3/3/15
Belinda Steer	1368 GREAT NORTHERN HWY	WYNDHAM		3/3/15
FREDERICK JAY	LOT 1111 TRASHBUSH ST	WYNDHAM		3/3/15
JOSH LEWIS	14 FLINDERS ST	WYN		3/3/15
PAM BARRETT	30 KOGARRAST	WYN		3.3.15

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Name	Street Address	Town	Signature	Date
Trisha Kelly	11 Domingo Rd	Wyndham	[Signature]	4/3/15
R. LIPPI TT	1371 GRT. NORT HWY	WYN	[Signature]	4/3/15
ROSS BARKER	1703 GRT NTH HWY	WYNDHAM	[Signature]	5/3/15
Gabrielle Franco	29 DELAMERE ST	WYNDHAM	[Signature]	5/3/15
WILLIAM MCCOY	32 KOOLAMA ST	WYNDHAM	[Signature]	6-3-15
LAWRENCE FOREMAN	16703 GRT NTH HWY	WYNDHAM	[Signature]	6-3-15
Pieter Westerbeek	13 GRT NTH HWY	WYNDHAM	[Signature]	6-3-15
GENARO MILLS	3 GEORGE ST WYN	WYN	[Signature]	6-3-15
Timothy	Wynd. W. Camp.	WYN	[Signature]	6-3-15
P. EDICK DANIELS	DELAMERE ST	WYN	[Signature]	06/03/15
P. McLYMAN	31 GRT NORT HWY	WYN	[Signature]	06/03/15
George Pucci	MARQU VILLAGE	WYN	[Signature]	9/3/15
Brooke Dean	8 Denman St, Wyndham	Wynd.	[Signature]	9/3/15
NORMAN CAWENAGH	6 O'Donnell St	Wyndham	[Signature]	9/5/2015
LAW LAPEWORTH	1368 GREAT NORTHERN HWY	WYN	[Signature]	10-3-15

No of Petitioners per page = 15

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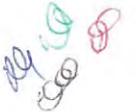
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Name	Street Address	Town	Signature	Date
C. LONGSON	2 GULLEY RD WYNDHAM	6740	C. Longson	13/3/2015
MARGARET BIRCH	12 MARTIN PLACE WYNDHAM	6740	M. Birch	17/3/2015
TOM BIRCH	12 MARTIN PLACE WYNDHAM	WYNDHAM	T. Birch	17/3/2015
LORANE REX	12 GUDA GUDA COMM	WYNDHAM	L. Rex	17/3/2015
Jane Paulke	30 DULVERTON ST	WYNDHAM	J. Paulke	17/3/2015
Jade Elvin	4/6 Baker St, Wyndham	Wyndham	J. Elvin	17/3/2015
JOHN. ARTHUR	3 DERRIGO RD.	WYNDHAM	J. Arthur	18/3/2015
Jessica Parker	42 ⁴² Gt Northern highway	Wyndham	J. Parker	18/3/2015
Kristina COTTEO	AOG CHURCH CIVIC WY	WYNDHAM	K. Cotteo	18/3/2015
L.A. IRVINE	20 Delamere St, Wyndham	WYNDHAM	L. A. Irvine	18/3/2015
K. SMITH	20 Dulverton St	Wyndham	K. Smith	18/3/2015
J. MITCHELL-SMITH	UNIT 4 / 6 BAKER ST	WYNDHAM	J. Mitchell-Smith	20/3/15
Brenda Arthur	3 DERRIGO RD	WYNDHAM	B. Arthur	20/3/15
Keith Wynne	9 Delamere St	WYNDHAM	K. Wynne	23/03/15
Stephanie West	18 FUNDING ST	WYNDHAM	S. West	23/3/15

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Name	Street Address	Town	Signature	Date
BRADLEY LIPPITT	41 B KARBALLI STREET	WYNDHAM	[Signature]	23/3/15
Hannah Jones	2 Dulverton St	Wyndham	[Signature]	23/3/15.
AM TRUST	33 KOOLJARA ST	"	[Signature]	"
Sunny Durricker	Lot 1292. GRT NORTHERN HWAY	WYNDHAM	[Signature]	23/3/15
TRISHA BIRCH	14 Kwinana St, WYNDHAM	WYNDHAM	[Signature]	23/3/15
Melinda May	22B Kwinana St Wyndham	Wyndham	[Signature]	24/03/15
TACITA DRYDEN	55 Great Northern Highway	WYNDHAM	[Signature]	24/03/15
ROBINA MAITLAND-SMITH	52 BAKER ST, WYNDHAM	WYNDHAM	[Signature]	25/3/15
Zabrina Birch	12 Dulverton St, Wyndham	Wyndham	[Signature]	25/3/15
Lorraine Radde	70 Great Northern Hwy	Wyndham	[Signature]	26/3/15
Clemm Birmingham	Baker St.	Wyndham	[Signature]	26/3/15
GLORIA CLARK	4 MARTIN PLACE	WYNDHAM	[Signature]	26/3/15
Dylan Ezard	21 GN HWY	WYNDHAM	[Signature]	26/3/15
Kate Athw	12 Dulverton.	Wyn	[Signature]	26-3-15-
Alan Carden	47 Casuarina Way	KNOX	[Signature]	26/3/15

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Name	Street Address	Town	Signature	Date
Allora Miller	51A Riverfig Ave	KNX		24/4
Renee Schone	12 Bandicoot	KNX		24/4
FRED GERRARD	BANDICOOT	KNX		24/4
SILVIA WOODHEAD	PACKSADDLE RD	KNX		24/4
PETER WOODHEAD	DALESSANDUS RD	KNX		24/4
Albert Nicholson	Blodwood Br	KNX		24/4
John Goodall	Packsaddle Road	KNX		24/4
MARK WATTS	P.O. Box 1588	KNX		24/04
ANN SORRITSM	Dianella Way	KNX		24/4
Dawn Sorritsm	Dianella Way	KNX		24/4
Darren Anderson	Ivanhoe Rd	KNX		24/4
PHIL NORMAN	Ivanhoe Rd	KNX		24/4
WAYNE FRANK	136 WHIMSBURY	KNX		24/4
Pennie Hoxe	Ivanhoe Rd	KNX		24/4
DEREK CAVALZASIO	BANDICOOT DRV	KNX		24/4

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Name	Street Address	Town	Signature	Date
M. Johnston	41 Casuarina Way	KNX	M.k. Johnston	3/3/15
K LILLY	66 Lemonwood way.	KNX	K Lilly	3.3.15
K. York	107 Usher Pl	KNX	K York	3.3.15
B. METCALF	2204 STOCKMAN RD	KNX	B Metcalf	3.3.15
D Denaro	2 Emuapple ST	KWA	D Denaro	4.3.15
K Young	Kentia Way	KNX	K Young	4.3.15
Kevin Harris	Discey Avenue Park	KNX	Kevin Harris	4/3.15
MARK JOSEPH	10A BAUHINIA ST	KNX	Mark Joseph	4-3-15
Brian Craig	22 White Wood st	KNX	Brian Craig	9-3-15
Troy METCALF	2204 Stockman Rd.	KNX	Troy Metcalf	9-3-15
Wendy Casey	128 Casuarina Way	KNX	Wendy Casey	24/4/15

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Name	Street Address	Town	Signature	Date
Evelyn Semmens	Baker St	WYNDHAM	[Signature]	23/3/15
VINOO SHARMA	13 KOOLINDA STREET	WYNDHAM	[Signature]	23/3/15
Janet Gallagher	GUDA GUDA COMMUNITY	WYNDHAM	Janet Gallagher	23/3/15
Julie Johnstone	6 Flinders St	Wyndham	Julie Johnstone	23/3/15
T Marshall	GUDA GUDA COMMUNITY	WYNDHAM	T Marshall	23/3/15
MIKE. SNOWBALL	12. GT NTHN HWY	WYNDHAM	[Signature]	23.3.15
Florence Arnold	6 Martin Place	WYN	[Signature]	23.3.15
Narelle Mamban	6 Kimberley Street	WYNDHAM	[Signature]	23.3.15
Wayne Pezjoy	6 Kimberley Street	WYNDHAM	[Signature]	23.3.15
Nadia Beck	12 Denman St	WYNDHAM	N Beck	23/3/15
MATT CIGOBIA	226 Koolinda St	WYN	[Signature]	23/3/15
T. ARTHUR	100 GT NTHN HWY	WY	T. Arthur	24/3/15
[Signature] Fisher	12 GT North Hwy	WY	[Signature]	24/3/15
[Signature]	38 GT NTHN HWY	WY	[Signature]	24-3-15
Kaitlyn Egan	14 Koojarra ST	WYN	[Signature]	24/03/15

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MEUNDA EVANS	15 FLINDERS ST	WYN	M Evans	24/3/15
JAMIE	26 GULLEY RD	WYN	JAMIE	24/3/15
Teneisha	26 Gulley Rd	WYN	Teneisha	24/3/15
JACQUI	15 Dorrigo Street	WYN	Jacqui	24/3/15
Brian Nanner	17 Flinders Street	WYN	Brian	24/3/15
Roxanne Williams	81 Kogarra St W.	WYN	Roxanne	25/3/15
JULIE WOODS	C 34 DULVERTON STREET	WYN	JULIE	25/3/15
ROXANNE EVANS	5 MARTIN PL	WYN	ROXANNE	25/3/15
SARAH & MORGAN	42 B COOLIBAH ST	WYN	SARAH	25/3/15
PAUL CARR	10 JONELL ST	WYN	PAUL	25-3-15
Douglas Lewis	14 Kogarra Flinders St	WYN	Douglas	25/03/15
Stacey Swartz	39 Great North Hwy	WYN	Stacey	25/3/15
JAMES SWARTZ	" " " "	"	JAMES	25/3/15
Jane Parker	20 DULVERTON ST	WYN	Jane	26/3/15
Elaine McLean	51 Great North Hwy	WYN	Elaine	26/3/15

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Name	Street Address	Town	Signature	Date
Sue Petherick	Eugenia Street	Kununurra	<i>Sue Petherick</i>	20/3/15
Graham Wright	Bull Run Road	KNX	<i>Graham Wright</i>	23-3-15
Helen Phook	Kapok Crt	KNX	<i>[Signature]</i>	14.4.15
Becky Jennings	Bloodwood Drive	KNX	<i>Becky Jennings</i>	15.4.15
Ken Sawl	WEBBER PLAINS RD	KNX	<i>Ken Sawl</i>	15.4.15
JOE TOSUN	MALLE COURT	KNX	<i>[Signature]</i>	15.4.15
Nicole Flap	weaber plains rd	KNX	<i>Nicole Flap</i>	15.4.15
LISA OLIVER	CATJUPUT ST	KNX	<i>Lisa Oliver</i>	15.4.15
SUZANNE DAWE	WEABER PLAINS RD	KNX	<i>Suzanne Dawe</i>	16.4.15
Trent Dawe	Bardling loop	KNX	<i>Trent Dawe</i>	16.4.15
ANNAMARELAGAN	STOCKMAN ROAD	KNX	<i>Annalagan</i>	16.4.15
DAVE FLOWER	STOCKMAN ROAD	KNX	<i>Dave Flower</i>	16.4.15
Alan Mackay	Riverfig Ave	KNX	<i>Alan Mackay</i>	18/4/15
DALEEN TONKINS	CROSSING FANS RD	KNX	<i>Daleen Tonkins</i>	18/4/15
ETHEL ELIAS	5 MILKWOOD ST	KNX	<i>Ethel Elias</i>	23/4/15
B. PROUSMAN	CARBON ST	KNX	<i>B. Prouzman</i>	23/4/15

No of Petitioners per page = 15

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#	Name	Date	Comments
1	Kirstie Vinken	27/02/2015 4:32	
2	Nicole Floyd	27/02/2015 4:35	
3	alma petherick	27/02/2015 4:54	
4	Rhonda and Mick Guerinoni	27/02/2015 5:02	We have lost all confidence in the leadership of the Shire Wyndham East Kimberley
5	Julie Kemp	27/02/2015 5:38	
6	Donna	27/02/2015 5:45	
7	Joanne Bartlett	27/02/2015 6:00	Resign effective immediately, we the ratepayers have lost all confidence in the direction and leadership
8	micheal davis	27/02/2015 6:13	
9	Angela and Richard Sippel	27/02/2015 6:30	
10	Jenny Spragg	27/02/2015 6:30	See https://www.facebook.com/groups/781738638549760/ for more information
11	Angela and Richard Sippel	27/02/2015 6:31	
12	Tara Glasgow	27/02/2015 6:39	
13	Cherise Lauder	27/02/2015 7:02	
14	Stuart Lauder	27/02/2015 7:03	
15	Gillian Lefmann	27/02/2015 7:17	Chairman must resign so we the community can move forward and grow. We need true leadership.
16	Fiona Kuiper	27/02/2015 7:26	
17	Scott Tringrove	27/02/2015 7:27	I have no confidence in the President of the shire of Wyndham-East Kimberley
18	Robyn Davidson	27/02/2015 7:37	
19	Julie & Martin Brown	27/02/2015 8:26	
20	Geoff Johns	27/02/2015 8:26	
21	Phil Flick	27/02/2015 10:11	There needs to be a positive attitude change to ensure our community can prosper & improve into the
22	Kym Sheppard	27/02/2015 10:16	
23	Angela Spackman	27/02/2015 10:45	
24	Deaane Lerch	27/02/2015 10:49	
25	Betty McKinlay	27/02/2015 11:08	
26	Marty McClelland	27/02/2015 11:36	Off with their heads!
27	Dawn PINNEY	27/02/2015 11:59	
28	Steve Massey	27/02/2015 12:52	
29	Jane Parker	27/02/2015 13:09	
30	Lyn Arthur	27/02/2015 21:43	
31	Bevan Spackman	28/02/2015 1:23	
32	Anthea Thomson	28/02/2015 1:41	
33	Angela Spackman	28/02/2015 2:28	
34	Marten Ynema	1/03/2015 4:50	All shire prices are continuously going up yet all other sectors in the economy are going down.

of the shire

future, enough negetive attitude

35 Adi Ynema	1/03/2015 4:56	Our "president" is all in it for himself and not helping Wyndham at all
36 Rob Storey	3/03/2015 12:39	
37 Vicky Biorac	3/03/2015 12:42	
38 Debbie	3/03/2015 13:09	
39 Glenda Sullivan	3/03/2015 21:02	
40 Sam Vale	4/03/2015 1:51	
41 Grahame Gould	4/03/2015 6:06	This situation needs to at least be desperately investigated and reported on.
42 Lisa Spackman	4/03/2015 6:23	Blake Read
43 Jeanne Barnes	4/03/2015 7:31	
44 Megan	4/03/2015 7:34	
45 Wayne Paul	4/03/2015 14:46	
46 Melanie Aladin	5/03/2015 0:47	
47 Kylie	5/03/2015 3:19	
48 Valda McKeen	5/03/2015 4:12	
49 Robert Jones	5/03/2015 6:32	
50 Crystal Strahan	5/03/2015 10:16	
51 Louise Schubert	6/03/2015 5:19	
52 David Schubert	6/03/2015 5:20	
53 Gary Alexander	11/03/2015 6:43	Its time for an immediate change!
54 David Bird	15/03/2015 5:03	We need a shire president who is acting on behalf of the public and not against them.
55 Mark Northover	15/03/2015 9:17	The is Not accountable , too many lies a
56 Simone Rushby	15/03/2015 9:22	Mr Moulden has no interest in the Community, it's finances or Good Governance. His resignation is vita
57 Bruce Campbell	15/03/2015 10:19	
58 Rob Hendriksen	15/03/2015 10:30	Time to go folks, you've done enough damage.
59 Nelson Mclean	15/03/2015 11:10	
60 Simone Rushby	15/03/2015 11:37	Mr Moulden has no interest in the Community, it's finances or Good Governance. His resignation is vita
61 Sally Dignam	18/03/2015 2:48	
62 Carol Chittleborough	18/03/2015 3:16	I agree!
63 Jacinta Bowman	18/03/2015 3:34	
64 Alysha	18/03/2015 3:40	
65 Jeffrey Vinken	18/03/2015 3:54	
66 Helen Rankin	18/03/2015 4:24	
67 Kiah	18/03/2015 4:25	
68 Donna	18/03/2015 6:48	
69 Brodie Wilson	18/03/2015 8:49	Get rid of all them rate payer have been ripped off for far to long. I' live in kununurra of 15 years and ha

I for the Shire to move on without having to have administers appointed

I for the Shire to move on without having to have administers appointed

Ive moved to Darwin 18 months ago and was sick of being ripped off by the shire. I still own my house in lakeside hoping to come back to the place I love the most. The town

needs change to biting back the people

70 Geoff Warnock	18/03/2015 9:21	
71 Luke Glenn	18/03/2015 9:31	
72 Brooke	18/03/2015 13:24	There are virtually no shire services left in the town of wyndham! We are ratepayers and are appalled a
73 Chloe causley	18/03/2015 13:42	
74 Kieveena	18/03/2015 16:07	
75 Peter Mynard	18/03/2015 22:35	money wasted in wrong areas
76 brad howson	18/03/2015 22:49	
77 Emmy Crouch	19/03/2015 0:04	Lived there 25yrs and have been following and keeping up with the issues with the current SWEK Presid
78 Rick	19/03/2015 0:16	
79 Andrew Mock	19/03/2015 1:47	On average over the last 10 years my rates have increased at more then 20% per year - yes per year! Ar
80 roxanne king	19/03/2015 2:41	
81 Lisa	19/03/2015 10:46	
82 Lynette hill	21/03/2015 7:59	
83 Wayne pobjoy	21/03/2015 11:27	
84 Peter Searle	26/03/2015 4:44	
85 Amy Patterson	26/03/2015 5:05	
86 elizabeth Vale	5/04/2015 22:42	

t many many cuts to our town. From small things like watering a kids park to even owing the local oval for the local footy team! It is THAT pathetic!!!!

lent and particular councillors - and am disgusted it is allowed to continue. The Shire is in disarray, the rate payers are at wits end, the lies are being covered with lies and still
nd yet I read everywhere that the local council has no money. How can that be? There has got to be some serious mis management going on somewhere and it needs to be ir

nothing is being done. The wider community wants a council that is there to promote, support and improve the community, not feather their own nests, run the town to ruin and be investigated.

n and refer to town as a joke. Get rid of them.

8. CONFIRMATION OF MINUTES

8.1 CONFIRMATION OF MINUTES OF ORDINARY COUNCIL MEETING OF 24 MARCH 2015

RECOMMENDATION

That Council confirms the Minutes of Ordinary Council Meeting held on 24 March 2015.

COUNCIL DECISION

Minute No. 10883

Moved: Cr G Taylor

Seconded: Cr B Robinson

That Council confirms the Minutes of Ordinary Council Meeting held on 24 March 2015 with the following amendments:

- 1. Response to question from Ms Spragg "amused" be replaced by the word used "bemused". Last sentence "As these are not the figures used I can not answer your question".**
- 2. Item 17.1 recorded that Cr Spackman only left the room after the item had been introduced and the motion had been moved and seconded.**
- 3. Item 17.4 recorded that Cr Spackman only left the room after the item had been introduced and the motion had been moved and seconded.**
- 4. The words used by Cr Wright that I requested be recorded (as per standing orders) be recorded and attributed to Cr Wright "The President is Clearly Wrong"**
- 5. Minute number 10843 has been duplicated, the second reference to this minute number is to be changed to 10843A.**

Carried Unanimously 8/0

9. ANNOUNCEMENTS BY THE PERSON PRESIDING WITHOUT DISCUSSION

Nil

10. MATTERS FOR WHICH THE MEETING MAY BE CLOSED

Cr K Wright moves that item 17.2 Confidential - Disposal of Shire Residential Property be moved out of camera and dealt with in an open forum.

Motion lapsed.

COUNCIL DECISION

Minute No. 10884

Moved: Cr B Robinson

Seconded: Cr D Spackman

That item 13.4.1 Kununurra Agricultural Society Lease be moved to after item 13.4.4 Endorsement of Draft Reviewed Policy CP_PMG-3780 Leasing of Council Managed Land.

Carried Unanimously 8/0

Cr J Moulden adjourns the meeting at 5.48pm for the Annual General Electors Meeting.

Meeting resumes at 7.20pm.

11. DEPUTATIONS / PRESENTATIONS / SUBMISSIONS / NOTICES OF MOTIONS

Nil

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 as at 31 March 2015

DATE:	28/04/2015
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	Shire of Wyndham East Kimberley
AUTHOR:	Natalie Octoman, Director Corporate Services
REPORTING OFFICER:	Natalie Octoman, Director Corporate Services
FILE NO:	FM.09.5
DECLARATION OF FINANCIAL INTERESTS:	Nil

PURPOSE

For Council to receive the monthly financial report for March 2015.

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 the Council with the ability to oversee the Shire's financial performance against budgeted target.

STRATEGIC IMPLICATIONS

Strategic Community Plan 2012-2022

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

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 Management Report as at 31 March 2015

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council receives the Monthly Financial Report for the month of March 2015.

COUNCIL DECISION

Minute No. 10885

**Moved: Cr K Wright
Seconded: Cr B Robinson**

That Council receives the Monthly Financial Report for the month of March 2015.

Carried Unanimously 8/0



Shire of Wyndham East Kimberley

Monthly Financial Report 2014/2015

As at 31 March 2015

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 2015

	YTD Actual 2014/15 \$	YTD Budget 2014/15 \$	YTD Variance 2014/15	
			\$	%
Revenue				
General Purpose Funding	3,483,253	3,413,911	69,342	2% ▲
Governance	1,049,409	1,054,552	(5,143)	0% ▼
Law, Order, Public Safety	51,101	47,566	3,535	7% ▲
Health	58,310	62,730	(4,420)	-7% ▼
Education and Welfare	105,808	73,349	32,459	44% ▲
Housing	131,606	177,459	(45,853)	-26% ▼
Community Amenities	2,166,468	2,134,423	32,045	2% ▲
Recreation and Culture	644,299	559,917	84,382	15% ▲
Transport	6,275,883	4,530,941	1,744,942	39% ▲
Economic Services	67,463	75,320	(7,857)	-10% ▼
Other Property and Services	138,998	85,500	53,498	63% ▲
	<u>14,172,597</u>	<u>12,215,668</u>	<u>1,956,929</u>	<u>16% ▲</u>
Expenses				
General Purpose Funding	(369,498)	(496,396)	126,898	-26% ▼
Governance	(1,286,106)	(1,258,811)	(27,295)	2% ▲
Law, Order, Public Safety	(390,566)	(512,158)	121,592	-24% ▼
Health	(216,558)	(248,762)	32,204	-13% ▼
Education and Welfare	(258,574)	(252,670)	(5,904)	2% ▲
Housing	(499,914)	(597,361)	97,447	-16% ▼
Community Amenities	(2,973,722)	(3,578,310)	604,588	-17% ▼
Recreation & Culture	(4,440,028)	(5,135,393)	695,365	-14% ▼
Transport	(8,996,921)	(7,185,496)	(1,811,425)	25% ▲
Economic Services	(352,595)	(415,083)	62,488	-15% ▼
Other Property and Services	(1,708,943)	(852,963)	(855,980)	100% ▲
	<u>(21,493,424)</u>	<u>(20,533,403)</u>	<u>(960,022)</u>	<u>5% ▲</u>
Adjustments for Cash Budget Requirements:				
Non-Cash Expenditure and Revenue				
(Profit)/Loss on Asset Disposals	431,621	0	431,621	0% ▲
Movement in Accruals and Provisions	(486,232)	5,000	(491,232)	-9825% ▼
Depreciation on Assets	4,326,320	4,527,639	(201,319)	-4% ▼
Capital Expenditure and Revenue				
Purchase Land Held for Resale	0	0	0	0% ▲
Purchase Land and Buildings	(486,425)	(638,000)	151,575	-24% ▼
Purchase Infrastructure Assets - Roads	(1,272,593)	(1,485,954)	213,361	-14% ▼
Purchase Infrastructure Assets - Footpaths	0	0	0	0% ▲
Purchase Infrastructure Assets - Drainage	(19,864)	(48,405)	28,541	-59% ▼
Purchase Infrastructure Assets - Other	(703,979)	(817,435)	113,456	-14% ▼
Purchase Plant and Equipment	(7,030)	(64,962)	57,932	-89% ▼
Purchase Furniture and Equipment	(16,847)	(86,044)	69,197	-80% ▼
Grants / Contributions for Development of Assets	5,388,597	5,676,401	(287,804)	-5% ▼
Proceeds from Disposal of Assets	5,031	0	5,031	0% ▲
Proceeds from Sale of Land Held for Resale	0	0	0	0% ▼
Repayment of Debentures	(1,969,231)	(1,971,764)	2,533	0% ▼
Proceeds from New Debentures	1,500,000	1,500,000	0	0% ▼
Transfers to Reserves (Restricted Assets)	(3,048,324)	(2,876,821)	(171,503)	6% ▲
Transfers from Reserves (Restricted Assets)	0	0	0	0% ▼
ADD Estimated Surplus/(Deficit) July 1 B/Fwd	(1,397,052)	(1,397,052)	0	0% ▲
LESS Estimated Surplus/(Deficit) June 30 C/Fwd	4,105,309	3,169,842	935,468	30% ▲
Amount Required to be Raised from Rates	<u>9,182,144</u>	<u>9,164,973</u>	<u>17,171</u>	<u>0% ▲</u>

Shire of Wyndham East Kimberley
Note to Statement of Financial Activity

Net Current Assets
as at 31 March 2015

Composition of Estimated Net Current Asset Position

	YTD Actual 2014/15	Brought Forward 1 July 2014
CURRENT ASSETS		
Cash - Municipal (Restricted & Unrestricted)*	2,154,625	652,355
Cash - Restricted Reserves	11,311,678	8,263,354
Receivables	2,473,599	1,727,680
Inventories & Other Financial Assets	16,024	17,037
	15,955,927	10,660,427
LESS: CURRENT LIABILITIES		
Payables and Provisions	(538,939)	(3,794,124)
Less: Cash - Restricted Reserves	(11,311,678)	(8,263,354)
NET CURRENT ASSET POSITION**	4,105,309	(1,397,052)

* **Cash - Municipal brought forward balances represented by:**

Cash on Hand		1,700
Cash at Bank - Municipal		
Unrestricted		(3,010,309)
Restricted - Unspent Grants		2,093,999
Restricted - Unspent Loans		1,566,965
		652,355

** Net current asset position will remain overstated until the position of unspent grants and loans is calculated at year end.

Shire of Wyndham East Kimberley

Notes to Statement of Financial Activity For the Period Ended 31 March 2015

Explanation of Material Variances (between YTD Budget and YTD Actual)

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

Variances +/- \$20,000 and 10% at Account Level

Operating

Recurrent Income - Excluding Rates ▲

Rates

Rates Revenue - Interim Rates

58,000

▲ Interim rates collected to March 15. Interim rates were purposely not incorporated into the 2014/15 budget, therefore this will be a windfall and captured in the Mid Year Budget Review.

General Purpose Funding ▲

Recovery of Legal Expenses - Rates

-

29,600

▼ Lower income due to reduced number of claims lodged which offsets expense, will be amended during the Mid Year Budget Review process.

Emergency Services Levy - Rates

23,900

▲ Increase in levies raised. Funds collected on behalf of DFES, and are offset against expenditure.

Interest Income - Municipal Fund

-

38,000

▼ Lower Income due to no investments being made during the year that relate to Municipal Funds. Interest earnings are only from the balance held within our day-to-day account. Will be reviewed during the Mid Year Budget Review.

Governance ▼

No material variances to report

Law, Order and Public Safety ▲

No material variances to report

Health ▼

No material variances to report

Education and Welfare ▲

No material variances to report

Housing ▼

No material variances to report

Community Amenities ▲

Waste Receptacle Charge

-

24,300

▼ Lower income after correction to billing methodology. Fully recovered by Additional Waste Receptacle charges

Additional Waste Receptacle Charge

124,000

▲ Higher number of additional waste receptacles than anticipated. This also incorporates the offset to the lower income in waste receptacle charge due to a correction in the billing methodology

Rubbish Disposal Charges

-

51,600

▼ Lower income during the wet season. 50% less tyre disposals and less green waste disposals compared to last year. Will be amended during the Mid Year Budget Review

Youth Services Grant - Wyndham

32,200

▲ Timing variance. Income received earlier than expected.

Kununurra Youth Services - Colocation Fees and Reimbursements

-

25,000

▼ Several of the co-locators no longer have a presence in Kununurra due to funding cuts. Will be amended during the Mid Year Budget Review process.

Memberships - Kununurra Leisure Centre

25,700

▲ Increase in the number of memberships. Will be amended during the Mid Year Budget Review.

Recreation and Culture ▲

Wyndham Community Resource Centre (CRC) -

25,000

▲ Timing variance. Income received earlier than expected.

Grant Income - Club Development

-

25,000

▼ Grant no longer anticipated to be received. Will be removed as part of the Mid Year Budget Review process.

Grant Income - KidSport

25,000

▲ Grant was not incorporated into the budget as it wasn't endorsed prior to the date of budget adoption. This has now been received. Expenditure will be included to offset this additional revenue.

Transport ▲

WANDRRA Funding - Monsoonal Trough and Associated Flooding (10 March 2011)

1,855,100

▲ The flood event has resulted in additional expenditure which will be offset through the recoupment of funds.

Passenger Head Tax - East Kimberley Regional Airport

-

97,200

▼ Lower income during the wet season than anticipated, expected to pickup during dry season.

Passenger Screening Fees - East Kimberley Regional Airport

-

39,600

▼ Lower income during the wet season than anticipated, expected to pickup during dry season.

Leases - East Kimberley Regional Airport Terminal

-

25,800

▼ Leases outside the terminal is accounted for separately. Will be amended during the Mid Year Budget Review process.

Leases - East Kimberley Regional Airport Other

49,200

▲ Leases outside the terminal are now accounted for separately. Will be amended during the Mid Year Budget Review process.

Shire of Wyndham East Kimberley

Notes to Statement of Financial Activity For the Period Ended 31 March 2015

Explanation of Material Variances (between YTD Budget and YTD Actual)

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

Variances +/- \$20,000 and 10% at Account Level

Recurrent Income (Continued)

Economic Services

No material variances to report

Other Property and Services

Private Works Income

▲

▲

45,200

▲ Higher income due to private works associated with Lakeside Stage 7A and Weaber Plains stage 2, along with the purchase and installation of directional signs. Offsets higher expenditure for private works.

Recurrent Expenditure

▲

General Purpose Funding

Write Offs - Rates

▼

39,600

▼ Timing variance. Potential write-offs are yet to be presented to the Audit (Finance and Risk) Committee.

Debt Collection Costs - Rates

▼

34,400

▼ Savings due to reduced number of claims lodged due to improved management of outstanding balances. Will be amended during the Mid Year Budget Review process.

Administration Salary and Wages Allocated - Rates

▼

25,000

▼ Lower allocation based on lower admin costs to date. This is a proportionate re-allocation of costs across the organisation. Non-cash item.

Admin Overheads Allocated - Rates

▼

21,500

▼ Lower allocation based on lower admin costs to date. This is a proportionate re-allocation of costs across the organisation. Non-cash item.

Governance

Recruitment & Re-location

▲

60,600

▲ Higher expense related to appointments of vacant positions. Will be amended during the Mid Year Budget Review process.

Law, Order and Public Safety

Vehicle Expenses - Animal Control

▼

21,000

▼ Reduced Expense off set by vehicle expense in Other Law and Order due to Ranger Vehicle cost allocation, will be amended during the Mid Year Budget Review process.

Direct Salaries - Ranger Services

▼

45,100

▼ Reduced expenditure associated with overtime and allowances. Will review as part of the Mid Year Budget Review to determine overall savings in salaries for the Shire.

Direct Salaries - Other Law, Order and Public Safety

▼

20,800

▼ Reduced expenditure due to vacant position for 3 months

Health

No material variances to report

▼

Education and Welfare

No material variances to report

▲

Housing

Admin Overheads Allocated - Staff Housing

▼

25,400

▼ Lower allocation based on lower admin costs to date. This is a proportionate re-allocation of costs across the organisation. Non-cash item.

Community Amenities

Tip Maintenance

▼

100,100

▼ Includes timing variance and savings. Capping and covering maintenance to commence during dry season and less use of depot staff for the tip. There will be some savings that will be reflected in the Mid Year Budget Review process.

Refuse Collection

▼

69,500

▼ Pending invoices for payment. Timing variation.

Administration Salary and Wages Allocated - Sanitation - Household Refuse

▼

68,900

▼ Less allocation due to lower actual expenditure in the sub program and overall admin overheads are less than anticipated as at reporting date. Non cash item. Timing.

Admin Overheads Allocated - Sanitation - Household Refuse

▼

77,600

▼ Less allocation due to lower actual expenditure in the sub program and overall admin overheads less than anticipated as at reporting date. Non cash item. Timing.

Depreciation - Sanitation - Household Refuse

▼

36,000

▼ Less depreciation due to uncompleted capital projects. Non cash item. Will be amended as part of the Mid Year Budget Review process.

Street Tree Planting - Protection of Environment

▼

40,200

▼ Project commencing in May 2015. Timing variance.

Legal Expenses - Town Planning and Regional Development

▼

54,700

▲ Additional legal costs that are predominately associated with the SAT hearing to date. Additional funds will be sourced from other savings as part of the Mid Year Budget Review process.

Consultants - Local Planning Strategy MUN

▼

44,000

▼ Project commencing in April 2015. Timing variance.

Direct Salaries - Development Services

▼

40,400

▼ Savings related to staff costs.

Administration Salary and Wages Allocated - Town Planning & Regional Development

▼

20,100

▼ Less allocation due to lower actual expenditure in the sub program and overall admin overheads are less than anticipated as at reporting date. Non cash item. Timing.

Shire of Wyndham East Kimberley

Notes to Statement of Financial Activity For the Period Ended 31 March 2015

Explanation of Material Variances (between YTD Budget and YTD Actual)

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

Variances +/- \$20,000 and 10% at Account Level

Recurrent Expenditure (Continued)

Community Amenities (Continued)

	▼	
Community Grants	29,400	▼ Grant Application approved - Timing variance
Depreciation - Other Community Amenities	105,000	▼ Lower depreciation charges due to change in categories, set off against higher depreciation in other areas. Non cash item.
Direct Salaries - Wyndham Youth Services	28,100	▼ Savings due to staff turnover
Loss on Sale of Assets - Youth Services	- 107,200	▲ 3 Youth vehicles returned to Department of The Prime Minister and Cabinet following completion of funding agreement. Non cash item.

Recreation and Culture

	▼	
Depreciation - Public Halls	- 100,400	▲ Higher depreciation charges due to change in categories, set off against lower depreciation in other areas. Non cash item.
Pool Operating - Kununurra Swimming Complex	37,600	▼ Timing Variance
Direct Salaries - Kununurra Swimming Complex	- 38,300	▲ Higher staffing costs as a result of operational times during the dry season. The wet season will see the salaries normalise. Timing variation.
Salary Overheads - Kununurra Swimming Complex	- 30,100	▲ Higher staffing costs as a result of operational times during the dry season. The wet season will see the salaries normalise. Timing variation.
Admin Overheads Allocated - Kununurra Swimming Complex MUN	30,700	▼ Underspend in admin overheads has resulted in part for the reduced allocation to other areas of the organisation. Non-cash item.
Pool Operating - Wyndham Swimming Complex	29,500	▼ Timing variance
Building Maintenance - Wyndham Swimming	21,500	▼ Timing variance
Depreciation - Land Under Control - Building & Structure MUN	- 26,800	▲ Higher depreciation charges due to change in categories during re-valuation, set off against lower depreciation in other areas. Non cash item.
Admin Overheads Allocated - Other Recreation & Sport	20,800	▼ Less allocation due to lower actual expenditure in the sub program and overall admin overhead less than anticipated as at reporting date. Non cash item. Timing.
Kununurra Business & Structure Planning	60,000	▼ Invoices yet to be received. Timing variation.
Building Operating - Kununurra Leisure Centre	22,400	▼ This variation is partially offset with the variation in building maintenance account due to cleaning and security expenses
Admin Overheads Allocated - Kununurra Leisure Centre	22,200	▼ Less allocation due to lower actual expenditure in the sub program and overall admin overhead less than anticipated as at reporting date. Non cash item. Timing.
Depreciation - Kununurra Leisure Centre	34,000	▼ Lower depreciation charges due to change in categories. Budget estimates will require review. Non-cash item.
Wyndham Sports Oval Maintenance	- 25,600	▲ Treated effluent water is normally used to irrigate the sports oval. The pump failed earlier in the year and since this time scheme water has been used for the irrigation
Parks and Gardens Maintenance - Kununurra	293,700	▼ Cost to date is less than anticipated due to reduced time allocated by staff. Potential savings partially offset by Wyndham garden maintenance. Will be amended during the Mid Year Budget Review process.
Administration Salary and Wages Allocated -	57,300	▼ Underspend in salaries to date therefore less administration allocation.
Admin Overheads Allocated - Kununurra Parks and Gardens	61,000	▼ Underspend in salaries to date therefore less administration allocation. Also underspend in admin overheads.
Parks and Gardens Maintenance - Wyndham	- 23,300	▲ Additional work than anticipated, used Kununurra staff for Wyndham. Increased costs partly offsets the potential savings in Kununurra parks and gardens. Will be amended during the Mid Year Budget Review process.
Joint Use Contribution - Libraries	- 46,200	▲ Overspend recognised to date. Changes in electricity tariffs for the school has increased the Shire's contribution. This will be amended as part of the Mid Year Budget Review.
Wyndham Community Resource Centre (CRC) - RIPIA Expenses	- 22,500	▲ Funds that were collected in the prior year that were not carried forward. Will be amended as part of the Mid Year Budget Review process.

Shire of Wyndham East Kimberley

Notes to Statement of Financial Activity

For the Period Ended 31 March 2015

Explanation of Material Variances (between YTD Budget and YTD Actual)

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

Variances +/- \$20,000 and 10% at Account Level

Recurrent Expenditure (Continued)

Transport

	▲	
Administration Salary and Wages Allocated -	310,400	▲ Non cash item. Timing variations.
Admin Overheads Allocated - Streets, Roads & Rural Road Maintenance	45,900	▼ Non cash item. Timing variations.
	222,900	▼ Underspend recognised to date. Anticipated savings. Will be reviewed as part of the Mid Year Budget Review Process.
Urban Road Maintenance - Kununurra	38,900	▼ Underspend recognised to date. Anticipated savings. Will be reviewed as part of the Mid Year Budget Review Process.
D2 Drain Rehabilitation (2120231)	22,700	▼ Design in progress. Project expected to be commenced by May 15.
Monsoonal Trough Flood Event, 6-9 Feb 2014	- 2,470,000	▲ Higher flood recovery cost than anticipated. Higher expenses to be claimed from WANDRRA fund.
Depreciation - Streets, Roads & Bridges - Maintenance	- 32,900	▲ Budget estimates will require review due to completed Infrastructure now depreciating. Non cash item.
Plant Operating Costs - East Kimberley Regional Airport	- 38,400	▲ Airport plant costs are no longer being allocated to separate airport line-items and all costs are being consolidated in this line-item. Offset by savings distributed in other airport line-items.
Other Expenses - East Kimberley Regional Airport	31,500	▼ Underspend to date. Will be reassessed during the Mid Year Budget Review to determine the likelihood of savings.
Consultancy Fees - East Kimberley Regional Airport	23,500	▼ Timing variance
Airport Terminal Building Maintenance - East Kimberley Regional Airport	51,900	▼ No major air conditioning issues occurred, although strategies are being prepared given the high costs associated with maintenance over the last 12 months.
Airside Operations - East Kimberley Regional Airport	52,400	▼ Savings made in salaries based on lower overtime hours than anticipated; and indirect salaries and plant costs no longer being allocated to separate line-items.
Passenger Screening Expenses - East Kimberley Regional Airport	60,900	▼ Timing variance. Due to delay of supplier invoice for Rapiscan Service agreement.
Direct Salaries - Airport Reporting	28,300	▼ Savings made in salaries based on lower overtime hours than anticipated.
Administration Salary and Wages Allocated - East Kimberley Regional Airport	107,200	▼ Less allocation due to lower actual expenditure in the sub program and overall admin overhead less than anticipated as at reporting date. Non cash item. Timing.
Admin Overheads Allocated - East Kimberley Regional Airport	136,300	▼ Less allocation due to lower actual expenditure in the sub program and overall admin overhead less than anticipated as at reporting date. Non cash item. Timing.
Depreciation - East Kimberley Regional Airport	72,900	▼ Less depreciation due to incomplete capital projects as at date. Timing variation

Economic Services

No material variances to report

Other Property and Services

Private Works - Expenses	- 31,000	▲ Higher expenditure due to new private works associated with Lakeside Stage 7A and Weaber Plains stage 2, along with the purchase and installation of directional signs. Offsets higher income for private works.
Public Works Overheads Allocated - Payroll	- 217,200	▲ This variation is partially offset with savings in salaries across other depot programs and will be adjusted in the Mid Year Budget Review. Non-cash item
Grounds Maintenance - Kununurra Depot	26,600	▼ Timing variance
Direct Salaries - Operations	25,400	▼ Savings related to temporary staff vacancies
Admin Overheads Allocated - Public Works Overheads	46,600	▼ Less allocation due to overall admin costs less than anticipated as at reporting date. Non cash item. Timing.
Loss on Sale of Assets - Public Works Overheads	- 294,000	▲ Fire Damage at Wyndham Depot Insurance claims made. Non Cash Item.
Direct Salaries - Engineering and Technical	34,900	▼ Savings related to temporary staff vacancies
Vehicle Expenses - Engineering and Technical MUN	- 22,200	▲ Budget allocation requires re-profiling for timing variances. Will be amended as part of the Mid Year Budget Review.
Admin Overheads Allocated - Engineering and Technical MUN	20,900	▼ Less allocation due to lower actual expenditure in the sub program and overall admin overhead less than anticipated as at reporting date. Non cash item. Timing.
Administration Salary and Wages Allocated - General Administration Overheads	- 95,300	▲ Partly associated with payments for resignations that were unbudgeted, along with unanticipated costs for a recruitment company. Will be identified and incorporated as part of the Mid Year Budget Review.
Direct Salaries - Customer Service and Records	26,500	▼ Savings due to temporary vacancies

Shire of Wyndham East Kimberley

Notes to Statement of Financial Activity For the Period Ended 31 March 2015

Explanation of Material Variances (between YTD Budget and YTD Actual)

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

Variances +/- \$20,000 and 10% at Account Level

Recurrent Expenditure (Continued)

Other Property and Services (Continued)

Direct Salaries - Financial Services	63,300	▼	Savings due to temporary vacancies
ABC Allocations	- 707,000		▼ Lower allocation due to overall admin cost lower than anticipated as at reporting date. Non cash item. Timing.
Software Licencing - Information Services	31,000	▼	Underspend recognised to date. Timing variation as software licences become due.
Depreciation - Information Services	36,000	▼	Lower depreciation charges due to discontinued capital projects from 13/14. Budget estimates will require review. Non cash Item.
Vehicle Expenses - Executive	26,100	▼	Savings in part due to executive staff vacancies and transfer of one vehicle to be used as pool vehicle.
Corporate Training	35,300	▼	Potential savings in corporate training across the organisation. Will be amended as part of the Mid Year Budget Review.
Integrated Planning Framework (IPF) - Asset	31,700	▼	Project in progress. Timing variance.
Plant Operating Cost Allocated	- 234,100	▼	Under expenditure in parts and repairs and repair wages has resulted in an under allocation. This will be monitored and reviewed in the coming months.
POC Internal Repair wages	44,100	▼	Reduced costs to date. Will be monitored and reviewed in the coming months.
POC Parts and Repairs	45,600	▼	Reduced costs to date. Will be monitored and reviewed in the coming months.
POC Tyres and Tubes	21,400	▼	Reduced costs to date. Will be monitored and reviewed in the coming months.
Depreciation - Plant Operation	39,700	▼	Reduced costs to date. Will be monitored and reviewed in the coming months.
Loss on Sale of Assets - Plant Operation	- 30,400	▲	Fire Damage at Wyndham Depot Insurance claims made. Non Cash Item.
Landcorp /SWEK Deed Agreement - Expenses	25,000	▼	Timing variation.
Insurance - Unclassified	41,400	▼	Insurance claim received for vehicles impacted by the depot fire to be allocated.

Non Cash Expenditure and Revenue

Adjustments and Accruals

Loss on Sale of Assets - Youth Services	107,200	▲	3 Youth vehicles returned to the Department of The Prime Minister and Cabinet following completion of funding agreement. Non cash item.
Loss on Sale of Assets - Public Works Overheads	294,000	▲	Fire Damage at Wyndham Depot Insurance claims made. Non Cash Item.
Loss on Sale of Assets - Plant Operation	30,400	▲	Fire Damage at Wyndham Depot Insurance claims made. Non Cash Item.
Movement in Accruals and Provisions	- 491,200	▼	Adjustments have been made to the provisions given that long service leave and other leave types are provided for, which have now been paid out.
Depreciation - Sanitation - Household Refuse	- 36,000	▼	Reversal is lower given the lower depreciation charges due to change in categories, set off against higher depreciation in other areas. Non cash item.
Depreciation - Other Community Amenities	- 105,000	▼	Reversal is lower given the lower depreciation charges due to change in categories, set off against higher depreciation in other areas. Non cash item.
Depreciation - Public Halls	100,400	▲	Reversal is higher due to higher depreciation charges due to change in categories, set off against lower depreciation in other areas. Non cash item.
Depreciation - Kununurra Leisure Centre	- 34,000	▼	Reversal is lower due to lower depreciation charges due to change in categories, set off against higher depreciation in other areas. Non cash item.
Depreciation - Streets, Roads & Bridges - Maintenance	32,900	▲	Budget Estimates will require review due to completed Infrastructure now depreciating. Non cash Item. Budget will be amended during the Mid Year Budget Review.
Depreciation - East Kimberley Regional Airport	- 72,900	▼	Reversal is lower due to less depreciation costs as a result of uncompleted capital projects as at the reporting date. Timing and non cash item.
Depreciation - Information Services	- 36,000	▼	Reversal is lower due to less depreciation costs as a result of uncompleted capital projects as at the reporting date. Timing and non cash item.
Depreciation - Land Under Control - Building &	26,800	▲	Timing variance and non cash item.
Depreciation - Plant Operation	- 39,700	▼	Reversal is lower due to less depreciation costs as a result of uncompleted capital projects as at the reporting date. Timing and non cash item.

Shire of Wyndham East Kimberley

Notes to Statement of Financial Activity For the Period Ended 31 March 2015

Explanation of Material Variances (between YTD Budget and YTD Actual)

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

Variances +/- \$20,000 and 10% at Account Level

Capital

Purchase Land Held for Resale	▲	
No material variances to report		
Purchase Land and Buildings	▼	
Land Subdivision Costs SES Shed Land	88,700	▼ Project is almost at the final stage. Timing variance.
Wyndham Pound	24,100	▼ This relates to work being undertaken on the Kununurra Pound, not the Wyndham Pound. Work is still underway. Timing variation.
Wyn depot fire damage reinstatement - Buildings	- 36,500	▲ Costs related to the Wyndham Depot fire damage. These are offset against insurance settlements.
Partial Flooring replacement - Terminal - East Kimberley Regional Airport	24,000	▼ Project will not be commenced until 15/16, will be amended during the Mid Year Budget Review process.
Building Upgrade- Wyndham Administration	26,800	▼ Project work progressing. Timing variance.
Purchase Infrastructure Assets - Roads	▼	
Kalumburu Road - Re-sheet	- 23,800	▲ Project work progressing. Timing variance.
Road Upgrade Carlton Hill Road	160,200	▼ Project work progressing. Timing variance.
Bridges (5116) - D4 Weaber Plain Rd	50,000	▼ Timing variation only. Relates to Main Roads funded works.
Asphalt resurfacing program (R2R) - Kununurra town site	- 32,200	▲ Timing variation only. Relates to Roads to Recovery funded works.
Erythrina St - Reconstruct, Seal Pavement & Footpath Re-instate	20,200	▼ Project completed, will be amended during the Mid Year Budget Review process.
Purchase Infrastructure Assets - Footpaths	▲	
No material variances to report		
Purchase Infrastructure Assets - Drainage	▼	
Drainage Strategy, Survey, Outlet Sth Hwy to Lilly Lagoon	24,200	▼ Project in progress. Timing variance.
Purchase Infrastructure Assets - Other	▼	
Kununurra Landfill Site - Storm Water & Bores MUN	- 37,700	▲ Budget allocation requires re-profiling for timing variances. Will be amended as part of the Mid Year Budget Review.
Wyndham Landfill Site - Bores MUN	- 29,000	▲ Budget allocation requires re-profiling for timing variances. Will be amended as part of the Mid Year Budget Review.
Reseal Apron - East Kimberley Regional Airport	24,800	▼ Potential savings as project completed to possibly be utilised for the asphalt overlay towards the end of the financial year.
Runway Asphalt Overlay MUN	- 51,600	▲ This is mainly a timing variance, as it is part of the ramp-up for the project which is due to start in May. Project funded by RADS 50% funding 50% Airport Reserve.
Upgrade Maintenance Area - East Kimberley Regional Airport	- 86,500	▲ Originally budgeted in 13/14, carried forward to 14/15. Purchase order raised at the end of the year omitted from carried forward budget. Project funded by Airport Reserve and will be adjusted in the Mid Year Budget Review.
Landfill cover lids - Knx Landfill MUN	120,000	▼ Design in progress, project to commence by April 15.
Lily Creek Lagoon Boat Ramp and Jetty	150,000	▼ Project in progress. Timing variance.
Purchase Plant and Equipment	▼	
Light Plant - Purchase Price	55,000	▼ Savings due to non-replacement of a plant, will be adjusted in the Mid Year Budget Review.
Laptop and Desktop Upgrades - Information Technology	28,300	▼ Savings due to remote site PC replacement / Citrix initiative, will be adjusted in the Mid Year Budget Review.
Purchase Furniture and Equipment	▼	
No material variances to report		

Shire of Wyndham East Kimberley

Notes to Statement of Financial Activity

For the Period Ended 31 March 2015

Explanation of Material Variances (between YTD Budget and YTD Actual)

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

Variances +/- \$20,000 and 10% at Account Level

Grants / Contributions for Development of Assets

FESA Capital Grant - SES Shed Relocation	-	141,400	▼	Income based on completion of project however some invoices have just been raised. Timing variance.
Aboriginal Roads Funding - State Grants	-	60,000	▼	Income based on progress claim for projects. Timing variance.
Regional Road Group Grants		56,700	▲	Income based on progress claim for projects. Timing variance.
RADS Funding (Regional Airports Development)	-	175,400	▼	Income based on progress claim for projects. Timing variance.

Proceeds from Disposal of Assets

No material variances to report

Debentures

No material variances to report

Reserves

No material variances to report

Shire of Wyndham East Kimberley

Statement of Financial Activity Budget Remaining to Collect/Spend as at 31 March 2015

	YTD Actual 2014/15 \$	Annual Budget 2014/15	Budget Remaining 2014/15 \$ %	
Revenue				
General Purpose Funding	3,483,253	4,413,934	930,681	21% ▼
Governance	1,049,409	1,086,042	36,633	3% ▼
Law, Order, Public Safety	51,101	59,350	8,249	14% ▼
Health	58,310	80,500	22,190	28% ▼
Education and Welfare	105,808	77,000	(28,808)	-37% ▲
Housing	131,606	430,453	298,847	69% ▼
Community Amenities	2,166,468	2,483,863	317,395	13% ▼
Recreation and Culture	644,299	724,402	80,103	11% ▼
Transport	6,275,883	5,750,793	(525,090)	-9% ▲
Economic Services	67,463	97,923	30,460	31% ▼
Other Property and Services	138,998	103,266	(35,732)	-35% ▲
	<u>14,172,597</u>	<u>15,307,526</u>	<u>1,134,929</u>	<u>7% ▼</u>
Expenses				
General Purpose Funding	(369,498)	(559,166)	(189,667)	34% ▼
Governance	(1,286,106)	(1,440,658)	(154,551)	11% ▼
Law, Order, Public Safety	(390,566)	(700,194)	(309,628)	44% ▼
Health	(216,558)	(324,635)	(108,077)	33% ▼
Education and Welfare	(258,574)	(290,794)	(32,220)	11% ▼
Housing	(499,914)	(768,906)	(268,992)	35% ▼
Community Amenities	(2,973,722)	(5,286,793)	(2,313,072)	44% ▼
Recreation & Culture	(4,440,028)	(6,818,047)	(2,378,019)	35% ▼
Transport	(8,996,921)	(9,579,827)	(582,905)	6% ▼
Economic Services	(352,595)	(517,691)	(165,096)	32% ▼
Other Property and Services	(1,708,943)	(936,967)	771,976	-82% ▲
	<u>(21,493,424)</u>	<u>(27,223,677)</u>	<u>(5,730,253)</u>	<u>21% ▼</u>
Adjustments for Cash Budget Requirements:				
Non-Cash Expenditure and Revenue				
(Profit)/Loss on Asset Disposals	431,621	(210,891)	(642,512)	305% ▼
Movement in Accruals and Provisions	(486,232)	5,000	491,232	9825% ▼
Depreciation on Assets	4,326,320	6,036,820	1,710,499	28% ▼
Capital Expenditure and Revenue				
Purchase Land Held for Resale	0	0	0	0% ▼
Purchase Land and Buildings	(486,425)	(638,000)	(151,575)	24% ▼
Purchase Infrastructure Assets - Roads	(1,272,593)	(2,393,929)	(1,121,336)	47% ▼
Purchase Infrastructure Assets - Footpaths	0	(31,000)	(31,000)	100% ▼
Purchase Infrastructure Assets - Drainage	(19,864)	(358,358)	(338,494)	94% ▼
Purchase Infrastructure Assets - Other	(703,979)	(1,901,535)	(1,197,556)	63% ▼
Purchase Plant and Equipment	(7,030)	(124,962)	(117,932)	94% ▼
Purchase Furniture and Equipment	(16,847)	(116,500)	(99,653)	86% ▼
Grants / Contributions for Development of Assets	5,388,597	6,491,991	1,103,394	17% ▼
Proceeds from Disposal of Assets	5,031	394,000	388,969	99% ▼
Proceeds from Sale of Land Held for Resale	0	0	0	0% ▼
Repayment of Debentures	(1,969,231)	(2,406,937)	(437,707)	18% ▼
Proceeds from New Debentures	1,500,000	1,803,218	303,218	17% ▼
Transfers to Reserves (Restricted Assets)	(3,048,324)	(4,000,605)	(952,282)	24% ▼
Transfers from Reserves (Restricted Assets)	0	1,253,687	1,253,687	100% ▼
ADD Estimated Surplus/(Deficit) July 1 B/Fwd	(1,397,052)	(1,397,052)	0	0% ▼
LESS Estimated Surplus/(Deficit) June 30 C/Fwd	4,105,309	(330,591)	(4,435,900)	1342% ▲
Amount Required to be Raised from Rates	<u>9,182,144</u>	<u>9,180,615</u>	<u>(1,529)</u>	<u>0% ▲</u>

MONTHLY REPORT ON INVESTMENT PORTFOLIO (CASH)

INVESTMENT POLICY - CP FIN - 3203

RESULTS AS AT 31 March 2015

"Overall Portfolio Limits"

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

Note: "S & P" relates to Standard & Poor's credit rating agency

"Counterparty Credit Framework"

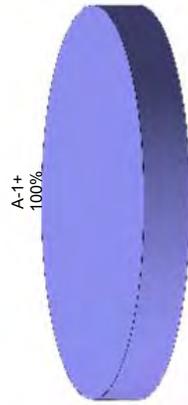
S&P Long Term Rating	S&P Short Term Rating	Direct Investment Maximum %
AAE	A-1+	45%
A	A-1	35%
A	A-2	20%

"Term to Maturity Framework"

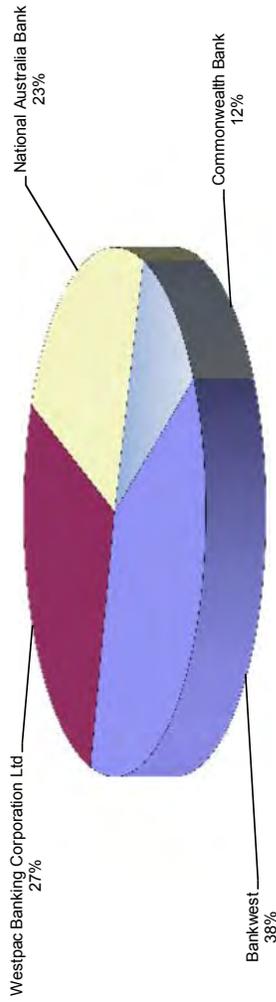
Overall Portfolio Term to Maturity Limits	Individual Investment Maturity Limits
Portfolio % < 1 year	100% max 40% min
Portfolio % > 1 year	60%
Portfolio % > 3 year	35%
Authorised Deposit Institution	12 Months
State/Commonwealth Government Bonds	3 years

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

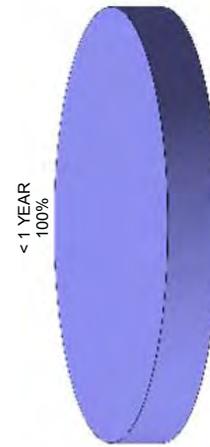
Overall Portfolio



Counterparty Credit



Term to Maturity



13.2.2 List of Accounts paid under Delegation

DATE:	28 April 2015
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	Shire of Wyndham East Kimberley
AUTHOR:	Victoria Nakamya, Creditors Officer Felicity Heading, Coordinator Financial Operations
REPORTING OFFICER:	Natalie Octoman, Director Corporate Services
FILE NO:	FM.09.5
DECLARATION OF FINANCIAL INTERESTS:	Nil

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

In accordance with the Delegations Register 2014/15 adopted by the Council on the 26th of August 2014, the Council has delegated to the CEO the exercise of its power under regulations 12 and 13 of the *Local Government (Financial Management) Regulations 1996* to make payments from Municipal Fund and Trust Fund.

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 the Council with sufficient information to monitor and review payments made.

STRATEGIC IMPLICATIONS

Strategic Community Plan 2012-2022

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 1.4.3: 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 the 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 the listing of accounts paid from the Municipal and Trust funds, being:

Municipal EFT 123196 – 123397 (05 March – 25 March 15)	\$ 1,785,640.86
Municipal cheques 50613 - 50771 (05 March – 25 March 15)	\$ 112,420.46
Trust cheques 737 – 741 (16 March – 16 March 15)	\$ 2,550.80
Trust EFT 500899 – 500917 (04 March – 31 March 15)	\$ 21,079.75
Payroll (04 March – 20 March 15)	\$ 399,746.15
Direct bank debits (02 March – 31 March 15)	\$ 10,068.81
TOTAL	\$ 2,331,506.83

COUNCIL DECISION

Minute No. 10886

Moved: Cr G Taylor

Seconded: Cr D Learbuch

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

Municipal EFT 123196 – 123397 (05 March – 25 March 15)	\$ 1,785,640.86
Municipal cheques 50613 - 50771 (05 March – 25 March 15)	\$ 112,420.46
Trust cheques 737 – 741 (16 March – 16 March 15)	\$ 2,550.80
Trust EFT 500899 – 500917 (04 March – 31 March 15)	\$ 21,079.75
Payroll (04 March – 20 March 15)	\$ 399,746.15
Direct bank debits (02 March – 31 March 15)	\$ 10,068.81
TOTAL	\$ 2,331,506.83

Carried Unanimously 8/0

LIST OF ACCOUNTS SUBMITTED TO COUNCIL 28 APRIL 2015

CHQ/EFT	DATE	NAME	DESCRIPTION	AMOUNT
EFT123196	05/03/2015	1 TIME COMMUNICATIONS	REPAIRS TO DATA SOCKET - STAFF HOUSING	213.08
EFT123197	05/03/2015	4D LANDSCAPING SOLUTIONS	GARDEN MAINTENANCE - MOW & WHIPPER SNIP, SPRAYING -STAFF HOUSING	605.00
EFT123198	05/03/2015	AMP SUPERANNUATION SAVINGS ACCT	SUPERANNUATION CONTRIBUTIONS	241.63
EFT123199	05/03/2015	ATO CHILD SUPPORT AGENCY	PAYROLL DEDUCTIONS	1,229.08
EFT123200	05/03/2015	ALCHEMY CORPORATE CONSULTING	PERFORMANCE MGMT STAFF WORKSHOP & TRAINING -JULY 14	15,345.00
EFT123201	05/03/2015	AUSTRALIAN SERVICES UNION	PAYROLL DEDUCTIONS	150.60
EFT123202	05/03/2015	AUSTRALIAN TAXATION OFFICE - PAYG	PAYROLL DEDUCTIONS	68,827.00
EFT123203	05/03/2015	CDM HYDRAULICS PTY LTD	REPAIRS & SERVICE - P477 , P385 , P386	1,954.12
EFT123204	05/03/2015	CARPET, VINYL & TILE CENTRE	SUPPLIES - MAINTENANCE - STAFF HOUSING TERMINATED LEASE	254.25
EFT123205	05/03/2015	COATES HIRE OPERATIONS PTY LTD	GENERATOR & SCISSOR LIFT HIRE INSTALL SIGNS - 3 HR PARKING - KUNUNURRA	132.58
EFT123206	05/03/2015	DORMA AUTOMATICS PTY LTD	INSPECTION & SERVICE OF TERMINAL AUTOMATIC DOORS - EKR AIRPORT	1,056.00
EFT123207	05/03/2015	DUFF'S GARDENING & HOME MAINT.	GARDEN MAINTENANCE - STAFF HOUSING TERMINATED LEASE	100.00
EFT123208	05/03/2015	EAST KIMBERLEY PLUMBING	REPAIRS TO LEAKING PIPES, FIRE PUMP TESTING - KNX DEPOT & EKR AIRPORT	2,099.14
EFT123209	05/03/2015	FIVE RIVERS CAFE	CATERING FOR ORDINARY COUNCIL MEETING 24 FEB 2015	288.00
EFT123210	05/03/2015	GHD PTY LTD	PROFESSIONAL SERVICES VARIOUS INCL.KNX RUNWAY WRKS APPROVAL	47,151.50
EFT123211	05/03/2015	GUERINONI & SONS	SET UP STAND PIPE AT THE SULLAGE PIT - KNX TIP	893.75
EFT123212	05/03/2015	HUM CONSULTING	NETWORK ENGINEERING SERVICES 16 DECEMBER - 31 MARCH 2013/14	2,310.00
EFT123213	05/03/2015	HYDRO KLEEN	MAINTENANCE - AIRCONS - STAFF HOUSING	6,413.00
EFT123214	05/03/2015	JSW HOLDINGS PTY LTD	SUPPLY OF AGGREGATE - LAKE ARGYLE ROAD MAINTENANCE	178.20
EFT123215	05/03/2015	KUNUNURRA MEDICAL	PRE EMPLOYMENT MEDICALS - STAFF MEMBERS	253.00
EFT123216	05/03/2015	KIMBERLEY COMMUNICATIONS	REPAIRS TO SHIRE TV IN STAFF ROOM	250.00
EFT123217	05/03/2015	KIMBERLEY EXCAVATIONS PTY LTD	LOCATE SERVICES AT PROPOSED BORE MONITORING SITES - WYNDHAM LANDFILL	660.00
EFT123218	05/03/2015	KIMBERLEY FIRST NATIONAL REAL EST.	WATER USE - STAFF HOUSING - 18/11/2014 -19/01/2015 ON CHARGED TO STAFF	130.49
EFT123219	05/03/2015	KUNUNURRA COMME. BODY WORKS	REPAIRS - P472	492.80
EFT123220	05/03/2015	KUNUNURRA COMM. GARDEN INC.	QUICK GRANT	494.60
EFT123221	05/03/2015	KUNUNURRA DIESEL SERVICE	PARTS - P477	418.00
EFT123222	05/03/2015	KUNUNURRA LOCK & KEY	KEY CUTTING X 5 - KUNUNURRA AGRICULTURAL OVAL	165.00
EFT123223	05/03/2015	LEE AND KATIE GUYMER	REMOVE AND REPLACE FOOTPATH - NAUCLEA WAY KUNUNURRA	1,474.00
EFT123224	05/03/2015	MAXXIA	PAYROLL DEDUCTIONS	4,216.44
EFT123225	05/03/2015	MICHAEL PAGE PTY LTD	PROFESSIONAL RECRUITMENT SERVICES	717.77
EFT123226	05/03/2015	ORD MACHINING	REPAIRS & MAINTENANCE - P385	1,117.11

EFT123227	05/03/2015	PIVOTEL	SATELITE PHONE COSTS - FEB 2015	60.00
EFT123228	05/03/2015	ROYAL LIFE SAVING (WA BRANCH)	SWIMMING POOL SUPPLIES - RESCUE TUBE, POSTERS - WYNDHAM POOL	220.50
EFT123229	05/03/2015	SHIRE OF BROOME	REIMBURSEMENT- KIMBERLEY ZONE/RCG MEETING	686.05
EFT123230	05/03/2015	SHIRE OF WYNDHAM EAST KIMBERLEY	PAYROLL DEDUCTIONS	70.00
EFT123231	05/03/2015	STITCHED UP EMBROIDERY SERVICES	EMBROIDERY SERVICES - STAFF UNIFORMS	415.00
EFT123232	05/03/2015	TNT AUSTRALIA PTY LIMITED	FREIGHT - KNX TO PERTH - HEALTH SAMPLES	561.50
EFT123233	05/03/2015	TOLL EXPRESS	FREIGHT - PERTH TO KNX - KEY CABINETS - KUNUNURRA DEPOT	128.93
EFT123234	05/03/2015	WA LOCAL GOVERNMENT SUPER	SUPERANNUATION CONTRIBUTIONS	21,243.29
EFT123235	05/03/2015	WESTERN ANGLER MAGAZINE	SUBSCRIPTION RENEWAL - KUNUNURRA LIBRARY	45.00
EFT123236	12/03/2015	4D LANDSCAPING SOLUTIONS	GARDEN MAINTENANCE - STAFF HOUSING TERMINATED LEASE	1,034.00
EFT123237	12/03/2015	AMPAC DEBT RECOVERY (WA) PTY LTD	COMMISSIONS AND COSTS - FEB 15	1,035.44
EFT123238	12/03/2015	AUSTRALIAN FUEL DIST. (PUMA)	7000 LITRES BULK DIESEL - KUNUNURRA DEPOT	9,518.51
EFT123239	12/03/2015	AVIATION ID AUSTRALIA PTY LTD	ASIC APPLICATIONS - CHECKS & CARD FOR STAFF MEMBER - KNX AIRPORT	222.00
EFT123240	12/03/2015	ACTIVE NETWORK	MAINTENANCE & SUPPORT RENEWAL (CLASS)-VARIOUS MODULES 15/16	3,625.00
EFT123241	12/03/2015	ALLGEAR MOTORCYCLES & SMALL ENG.	PARTS & REPAIRS - P356	961.55
EFT123242	12/03/2015	ANALYTICAL REFERENCE LABORATORY	SAMPLING - PORTABLE WATER ANALYSIS - KNX ADMIN	313.50
EFT123243	12/03/2015	AUSTRALIAN TAXATION OFFICE - PAYG	PAYROLL DEDUCTIONS	1,092.00
EFT123244	12/03/2015	STAFF MEMBER	REIMBURSEMENT IN ACCORDANCE WITH EMPLOYMENT CONTRACT	58.00
EFT123245	12/03/2015	BEING THERE SOLUTIONS PTY LTD	VIDEO CONFERENCING SUBSCRIPTION - MARCH 2015	715.00
EFT123246	12/03/2015	BUSHCAMP SURPLUS STORE	STAFF UNIFORMS - OUTDOOR WORKFORCE - KNX DEPOT	768.60
EFT123247	12/03/2015	CABCHARGE	CAB CHARGES - STAFF MEMBER - WORKFORCE PLANNING WORKSHOP BROOME	27.90
EFT123248	12/03/2015	DELRON CLEANING PTY LTD	CLEANING SUPPLIES - KNX ADMIN, KYC, KLC, PUBLIC TOILETS KNX	14,874.23
EFT123249	12/03/2015	DSC CONTRACTING	REPLACE FIRE PANEL & DOOR CONTROLLER BATTERIES - EKR AIRPORT	1,487.28
EFT123250	12/03/2015	STAFF MEMBER	REIMBURSEMENT IN ACCORDANCE WITH EMPLOYMENT CONTRACT	62.40
EFT123251	12/03/2015	STAFF MEMBER	REIMBURSEMENT IN ACCORDANCE WITH EMPLOYMENT CONTRACT	7,771.82
EFT123252	12/03/2015	DEPT OF FIRE & EMERGENCY SERVICES	2014/15 EMERGENCY SERVICES LEVY - 3RD QUARTER CONTRIBUTION	96,663.84
EFT123253	12/03/2015	AUTO TOW & REPAIR	SERVICE - P379, P132	819.30
EFT123254	12/03/2015	EK ENGINEERING	MANUFACTURE REPLACEMENT GRATING - PAPUANA ST KUNUNURRA	129.80
EFT123255	12/03/2015	EARTH GARDEN MAGAZINE	SUBSCRIPTION RENEWAL - KUNUNURRA LIBRARY	44.00
EFT123256	12/03/2015	EAST KIMBERLEY HARDWARE	VARIOUS HARDWARE ITEMS - KNX DEPOT, KNX ADMIN, KNX AIRPORT	1,174.45
EFT123257	12/03/2015	EXPRESS VIRTUAL MEETINGS	TELECONFERENCE CHARGES - FEB 15	297.30
EFT123258	12/03/2015	IBAC PLUMBING PTY LTD	PLUMBING WORKS - UNBLOCK URINAL IN GYM TOILETS - KLC	169.40
EFT123259	12/03/2015	JORRITSMA H & CO	POOL SUPPLIES - KUNUNURRA POOL	7.00
EFT123260	12/03/2015	KIMBERLEY KOOL REFRIGERATION	REPAIRS & MAINTENANCE - AIRCONS, ICE MACHINE - STAFF HOUSING & KNX	1,459.70

			DEPOT	
EFT123261	12/03/2015	KIMBERLEY MARKETING	CONSUMABLES FOR RESALE - KUNUNURRA LEISURE CENTRE	835.29
EFT123262	12/03/2015	KUNUNURRA COMM. BODY WORKS	REPAIRS - P116	400.00
EFT123263	12/03/2015	KUNUNURRA HOME & GARDEN	VARIOUS HARDWARE ITEMS INCL. PAINT, BRUSHES, GLOVES-KNX DEPOT	140.00
EFT123264	12/03/2015	KUNUNURRA LOCK & KEY	UNLOCK TOILET DOOR & REPLACE KEY LOCK - KUNUNURRA OVAL	214.50
EFT123265	12/03/2015	KUNUNURRA MOBILE WELDING SERV.	SUPPLY, REPAIR & WELD NEW 16MM SKIDS - P125	3,509.00
EFT123266	12/03/2015	KUNUNURRA PANEL BEATING WORKS	SUPPLY & FIT WIND SCREEN - P379	440.00
EFT123267	12/03/2015	LAWRENCE & HANSON GROUP	SUPPLIES - CIRCUIT BREAKER, FLOOD LIGHT, DIFFUSER-KLC, STAFF HOUSING	371.80
EFT123268	12/03/2015	MARTELL ROAD MAINTENANCE	EMULSION & STONE FOR ROAD WORKS - VARIOUS RDS INCL. WEABER PLAINS	6,581.30
EFT123269	12/03/2015	MICHAEL PAGE PTY LTD	PROFESSIONAL RECRUITMENT SERVICES	6,525.85
EFT123270	12/03/2015	NEC AUSTRALIA PTY LTD	CONFIGURE ICT DESK PHONE ,CAP KEYS FOR UC CONFERENCE TESTING	88.00
EFT123271	12/03/2015	NATIONAL SAFETY SOLUTIONS PTY LTD	SAFETY EQUIPMENT - GLOVES, SAFETY GLASSES, DUSTY MASK - KNX DEPOT	1,495.34
EFT123272	12/03/2015	STAFF MEMBER	REIMBURSEMENT IN ACCORDANCE WITH EMPLOYMENT CONTRACT	444.43
EFT123273	12/03/2015	ORD RIVER ELECTRICS	UNDERGROUND WIRING &REPAIRS, NEW SWITCH BOARD- KNX	45,179.25
EFT123274	12/03/2015	ORDCO	SUPPLIES - ROUND UP ULTRAMAX, FAN- KNX DEPOT	3,466.00
EFT123275	12/03/2015	OLLIE'S IRRIG. & PLUMBING SUPPLIES	RETICULATION SPRINKLERS & FITINGS.VARIOUS LOCATIONS KNX	1,092.30
EFT123276	12/03/2015	QUICK CORPORATE AUSTRALIA	STATIONERY - KUNUNURRA ADMINISTRATION FEB 2015	620.10
EFT123277	12/03/2015	SEARLES HOLDINGS T/A AUTO PRO	PARTS - P391	15.00
EFT123278	12/03/2015	SETON AUSTRALIA PTY LTD	WHITE ENAMEL TRIPLELINE DISPENSER - SWIM BEACH TOILETS	11.28
EFT123279	12/03/2015	SUNNY SIGN COMPANY PTY LTD	DIRECTIONAL SIGNAGE - SLASHING AHEAD SIGNS/STANDS - KNX DEPOT	410.30
EFT123280	12/03/2015	TNT AUSTRALIA PTY LIMITED	FREIGHT - PATHWEST - KNX HEALTH	295.44
EFT123281	12/03/2015	THINK WATER KUNUNURRA	RETICULATION SPRINKLERS & FITTINGS. VARIOUS LOCATIONS KUNUNURRA	270.08
EFT123282	12/03/2015	TYREPLUS KUNUNURRA	TUBES FOR HOLDING PIPES TOGETHER - MAINTENANCE MSESSEWAY WAY KNX	90.00
EFT123283	12/03/2015	VORREE PTY LTD	PURCHASE OF CONSUMABLES FOR RESALE	1,113.20
EFT123284	12/03/2015	WA LOCAL GOVERNMENT ASSN.	MARKET FORCE ADVERTISING - MARCH 2015	3,431.40
EFT123285	12/03/2015	WALER AUSTRALIA P/L	PHOTOMETRE TABLETS - KUNUNURRA LEISURE CENTRE	552.44
EFT123286	12/03/2015	WE PRINT IT	PRINTING OF REVISED STRATEGIC COMMUNITY PLAN	2,912.00
EFT123287	12/03/2015	WESTERN AUST. TREASURY CORP	LOAN REPAYMENT NO.118	8,872.90
EFT123288	19/03/2015	4D LANDSCAPING SOLUTIONS	REPAIRS TO FENCE PANELLING & GATES- PETER REID HALL WYN	13,200.00
EFT123289	19/03/2015	AMP SUPERANNUATION SAVINGS ACCT	SUPERANNUATION CONTRIBUTIONS	248.77
EFT123290	19/03/2015	ATO CHILD SUPPORT AGENCY	PAYROLL DEDUCTIONS	1,229.08
EFT123291	19/03/2015	AIRPORT LIGHTING SPECIALISTS	LIGHT FITTINGS AND FREIGHT REPAIRS - KNX AIRPORT	782.38
EFT123292	19/03/2015	ALLGEAR MOTORCYCLES & SMALL ENG.	PARTS & REPAIRS - P356, P357	1,269.15
EFT123293	19/03/2015	ASPHALT IN A BAG	SUPPLY OF ASPHALT - BANDICOOT DRV, BEEFWOOD STREET KUNUNURRA	1,718.75

EFT123294	19/03/2015	ASSOCIATION OF WA COMMUNITY	INDESIGN & PHOTOSHOP TRAINING 12-13/03/2015 - WYN CRC	1,050.00
EFT123295	19/03/2015	AUSTRALIA DAY COUNCIL OF SA INC	PRIZE FOR BEST DRESSED	48.00
EFT123296	19/03/2015	AUSTRALIA POST (KNX)	POSTAGE AND STATIONERY PURCHASES - FEB 2015	393.26
EFT123297	19/03/2015	AUSTRALIAN SERVICES UNION	PAYROLL DEDUCTIONS	150.60
EFT123298	19/03/2015	AUSTRALIAN TAXATION OFFICE	BAS PAYMENT FEBRUARY 2015	29,065.00
EFT123299	19/03/2015	AUSTRALIAN TAXATION OFFICE - PAYG	PAYROLL DEDUCTIONS	63,535.00
EFT123300	19/03/2015	BERM BACKHOE HIRE	REACH MOWING OF DRAINS - WEABER PLAINS RD, IVANHOE RD, GREYBOX AVE KNX	3,696.00
EFT123301	19/03/2015	BOC GASES AUSTRALIAN LIMITED	COLLECTION REFERRAL FEE NOT PREVIOUSLY PAID 20/11/13	38.50
EFT123302	19/03/2015	CANNON HYGIENE AUSTRALIA PTY LTD	ANNUAL SANITARY UNIT SERVICING - KNX AIRPORT	8,948.58
EFT123303	19/03/2015	CDM HYDRAULICS PTY LTD	REPAIRS - P477	955.99
EFT123304	19/03/2015	STAFF MEMBER	REIMBURSEMENT IN ACCORDANCE WITH EMPLOYMENT CONTRACT	59.38
EFT123305	19/03/2015	EAST KIMBERLEY PLUMBING	PLUMBING WORKS - STAFF HOUSING, WHITEGUM TOILETS KUNUNURRA	704.07
EFT123306	19/03/2015	FRONTIER POST & NEWS	OFFICE SUPPLIES & STATIONERY - WYNDHAM ADMINISTRATION	298.55
EFT123307	19/03/2015	GHD PTY LTD	CONSULTANCY - EKRA RUNWAY WRKS APPL/HYDROL. ASSESSMNT LANDFILL SITES	18,794.60
EFT123308	19/03/2015	GREENFIELD TECHNICAL SERVICES	ENGINEERING CONSULTANCY - SUBWAY DRAINAGE KUNUNURRA	767.25
EFT123309	19/03/2015	GUERINONI & SONS	HIRE OF PUMP, STAND AND PIPE - MAINTENANCE - KNX LANDFILL	2,237.84
EFT123310	19/03/2015	HOUSE ON THE HILL	RELOCATION EXPENSES - STAFF - IN ACCORDANCE WITH EMPLOYMENT CONTRACT	1,400.00
EFT123311	19/03/2015	ICE AGE REFRIGERATION	REPAIR CHEST FREEZER - KUNUNURRA LEISURE CENTRE	99.00
EFT123312	19/03/2015	STAFF MEMBER	REIMBURSEMENT IN ACCORDANCE WITH EMPLOYMENT CONTRACT	2,415.06
EFT123313	19/03/2015	JORRITSMA H & CO	REPAIRS - STAFF HOUSING, PARTS - P356, MAINTENANCE MESSMATE WAY KNX	519.70
EFT123314	19/03/2015	STAFF MEMBER	REIMBURSEMENT IN ACCORDANCE WITH EMPLOYMENT CONTRACT	384.78
EFT123315	19/03/2015	KIMBERLEY COMMUNICATIONS	UHF HAND HELD RADIOS X 2 - KUNUNURRA LEISURE CENTRE	900.00
EFT123316	19/03/2015	KIMBERLEY FIRST NATIONAL REAL EST.	FINAL RENT PAYMENT 38 GARDENIA DVE 15/01-29/01/2015 - LEASE TERMINATED	1,778.55
EFT123317	19/03/2015	KIMBERLEY TREE SERVICES PTY LTD	REMOVAL OF TREE BEHIND AUTOMATED TOILET - KONKERBERRY DRIVE KNX	585.00
EFT123318	19/03/2015	KUNUNURRA DISTRICT HIGH SCHOOL	PHOTOCOPIER CHARGES - KUNUNURRA ADMIN - FEB 2015	129.30
EFT123319	19/03/2015	KUNUNURRA HOME & GARDEN	DIESEL JERRY CAN - KUNUNURRA DEPOT	39.00
EFT123320	19/03/2015	KUNUNURRA LOCK & KEY	KEY CUTTING X2 - WHITEGUM PARK TOILETS	66.00
EFT123321	19/03/2015	KUNUNURRA PEST MANAGEMENT	TREATMENT FOR ANTS - WYNDHAM SWIMMING POOL	250.00
EFT123322	19/03/2015	KUNUNURRA SECURITY SERVICE	SECURITY MONITORING AND PATROL - KUNUNURRA ADMIN BUILDING	80.00
EFT123323	19/03/2015	LAWRENCE & HANSON GROUP	LIGHT FITTINGS AND REPLACEMENT GLOBES - STAFF HOUSING, KNX ADMIN	60.37
EFT123324	19/03/2015	LANDGATE	RURAL UV VALUATION SCHEDULE R2015/1	231.00
EFT123325	19/03/2015	MCLEODS BARRISTERS & SOLICITORS	LEGAL ADVICE - GENERAL PROCEDURE CLAIM, LEASE PREPARATION	1,183.41
EFT123326	19/03/2015	MAXXIA	PAYROLL DEDUCTIONS	4,216.44
EFT123327	19/03/2015	METAL ARTWORK CREATIONS	NAME PLAQUES FOR ARTWORK - EAST KIMBERLEY REGIONAL AIRPORT	75.90

EFT123328	19/03/2015	MICHAEL PAGE PTY LTD	PROFESSIONAL RECRUITMENT SERVICES	3,156.71
EFT123329	19/03/2015	STAFF MEMBER	REIMBURSEMENT IN ACCORDANCE WITH EMPLOYMENT CONTRACT	423.53
EFT123330	19/03/2015	OLLIE'S IRRIG. & PLUMBING SUPPLIES	RETICULATION SPRINKLERS & FITINGS.VARIOUS LOCATIONS KNX & WYN	591.02
EFT123331	19/03/2015	ORD FUEL SUPPLIES	FUEL COSTS - P124, P119, P482, P128 & P470 - FEB 15	2,787.07
EFT123332	19/03/2015	SPORTSPEOPLE	ADVERTISEMENT - AQUATIC & RECREATION OFFICER 05/03/2015	176.00
EFT123333	19/03/2015	SHIRE OF BROOME	REIMBURSEMENT - CLGF FUNDS TO KIMBERLEY ZONE, ZONE MEETING EXPENSES	1,061,761.12
EFT123334	19/03/2015	ST JOHN AMBULANCE	FIRST AID TRAINING - STAFF MEMBER - 20/4/15-21/4/15	249.00
EFT123335	19/03/2015	STATE LIBRARY WA	PAYMENT FOR LOST LIBRARY BOOKS - X91 ITEMS - KNX LIBRAY	655.60
EFT123336	19/03/2015	TENSENS GROUP PTY LTD	BULK HAND LOTION SOAP REFILLS PLUS FREIGHT - KNX LEISURE CENTRE	602.10
EFT123337	19/03/2015	TNT AUSTRALIA PTY LIMITED	FREIGHT - KNX TO PERTH - PROJECTOR KUNUNURRA ADMIN	365.62
EFT123338	19/03/2015	TOLL EXPRESS	FREIGHT - STATE LIBRARY OF WA-X200STEEL BOXES - KNX LIBRARY	1,624.54
EFT123339	19/03/2015	TOP END (AUST) PTY LTD	LICENSE INSPECTION - P331	181.17
EFT123340	19/03/2015	TUCKERBOX / RETRAVISION	PROVISIONS AND MATERIALS - KNX ADMIN & KNX LEISURE CENTRE	599.47
EFT123341	19/03/2015	VANDERFIELD NORTHWEST PTY LTD	PARTS - P356	294.27
EFT123342	19/03/2015	WA LOCAL GOVERNMENT SUPER PLAN	SUPERANNUATION CONTRIBUTIONS	20,600.88
EFT123343	19/03/2015	WA LOCAL GOVERNMENT ASSN.	CONSULTATION FEES - RECRUITMENT, SELECTION & APPOINTMENT OF CEO	33,200.00
EFT123344	19/03/2015	WILD MANGO	CATERING FOR COUNCIL BRIEFING SESSION 10/03/2015, MEETING 16/03/2015	425.60
EFT123345	19/03/2015	WYNDHAM SUPERMARKET	SUPPLIES - WYNDHAM ADMINISTRATION	178.47
EFT123346	25/03/2015	AIRPORT LIGHTING SPECIALISTS	WHITE WIND SOCK X 2 - EAST KIMBERLEY REGIONAL AIRPORT	386.10
EFT123347	25/03/2015	ALLGEAR MOTORCYCLES & SMALL ENG.	PARTS AND REPAIRS - P356 , P357	309.70
EFT123348	25/03/2015	AUSTRALIA POST (KNX)	ANNUAL POST OFFICE BOX RENEWAL - KUNUNUURRA ADMINISTRATION	96.00
EFT123349	25/03/2015	AUSTRALIAN TAXATION OFFICE - PAYG	PAYROLL DEDUCTIONS	2,074.00
EFT123350	25/03/2015	BOC GASES AUSTRALIAN LIMITED	WELDING GASES AND BOTTLE RENTAL - FEB 15	276.21
EFT123351	25/03/2015	BEST KIMBERLEY COMPUTING	PRINTING COSTS - KUNUNURRA & WYNDHAM ADMIN - FEB 15	2,608.42
EFT123352	25/03/2015	BOUNCING BOABS	HIRE OF JUMPING CASTLE & OPERATORS - AUSTRALIA DAY CELEBRATIONS KNX	165.00
EFT123353	25/03/2015	BUSHCAMP SURPLUS STORE	UNIFORMS - OUTDOOR WORKFORCE- KNX DEPOT	113.25
EFT123354	25/03/2015	CHEFMASTER AUSTRALIA	SUPPLIES - GREEN BIN BAGS - EAST KIMBERLEY REGIONAL AIRPORT	843.45
EFT123355	25/03/2015	CIVIC LEGAL	LEGAL FEES - FORESHORE LEASE, ASSIGNMENT OF FORESHORE LEASE	4,044.70
EFT123356	25/03/2015	COATES HIRE OPERATIONS PTY LTD	GENERATOR HIRE - WYNDHAM LANDFILL - FEB 15	1,254.81
EFT123357	25/03/2015	DSC CONTRACTING	MONTHLY TESTING OF FIRE ALARMS - EKR AIRPORT - MARCH 15	132.00
EFT123358	25/03/2015	DAVEY TYRE & BATTERY SERVICE	PUNCTURE REPAIRS - P385	35.00
EFT123359	25/03/2015	DRYSDALE RIVER STATION	FUEL P388, ACCOMMODATION - STAFF MEMBER - KALUMBURU RD WORKS	585.10
EFT123360	25/03/2015	DUFF'S GARDENING & MAINTENANCE	GARDEN MAINTENANCE - STAFF HOUSING TERMINATED LEASE	75.00
EFT123361	25/03/2015	FIMPARK PTY LTD T/A KEYS BROS	RELOCATION EXPENSES - STAFF - IN ACCORDANCE WITH EMPLOYMENT CONTRACT	10,000.00

EFT123362	25/03/2015	GARY HOLBEN T/A PANDANUS HOMES	REPLACEMENT OF WYNDHAM COMMUNITY LIBRARY CEILING	23,362.90
EFT123363	25/03/2015	IBAC PLUMBING PTY LTD	PLUMBING WORKS LEAKING PIPE PLANT ROOM - KUNUNURRA LEISURE CENTRE	241.58
EFT123364	25/03/2015	JASON SIGNMAKERS LTD	2015 BABY TREE PROGRAM PLAQUE REPLACEMENT OF BABY TREE PLAQUE	778.81
EFT123365	25/03/2015	KIMBERLEY COMMUNICATIONS	CHECK VIDEO SURVEILLANCE SYSTEM & PROVIDE TRAINING WYNDHAM ADMIN	590.00
EFT123366	25/03/2015	KIMBERLEY MARKETING	PURCHASE OF CONSUMABLES FOR RESALE	280.08
EFT123367	25/03/2015	KUNUNURRA COURIERS	DRINKING WATER SUPPLIES - KUNUNURRA LANDFILL	120.00
EFT123368	25/03/2015	KUNUNURRA HOME & GARDEN	PRESSURE WASHER - EAST KIMBERLEY REGIONAL AIRPORT	243.00
EFT123369	25/03/2015	KUNUNURRA LOCK & KEY	KEY CUTTING - KUNUNURRA BASKETBALL COURTS	52.00
EFT123370	25/03/2015	KUNUNURRA PANEL BEATING WORKS	REPAIRS - P391	88.00
EFT123371	25/03/2015	KUNUNURRA PEST MANAGEMENT	PEST CONTROL SERVICE - STAFF HOUSING KUNUNURRA	250.00
EFT123372	25/03/2015	KUNUNURRA POOLS & SPAS	PHOTOMETRE TABLETS - KUNUNURRA LEISURE CENTRE	54.00
EFT123373	25/03/2015	KUNUNURRA SECURITY SERVICE	SECURITY MONITORING AND PATROL - KNX ADMIN - 13/03/15	80.00
EFT123374	25/03/2015	LAWRENCE & HANSON GROUP	SUPPLIES - VAR. INCL.TEST TAG APPLIANCES, LAMPS - KNX DEPOT, KLC, WYN DEPOT	696.95
EFT123375	25/03/2015	LANDGATE	LAND ENQUIRIES - FEB 2015	144.00
EFT123376	25/03/2015	STAFF MEMBER	REIMBURSEMENT IN ACCORDANCE WITH EMPLOYMENT CONTRACT	76.69
EFT123377	25/03/2015	MCLEODS BARRISTERS & SOLICITORS	LEGAL ADVICE - RE SETTLEMENT OF CLAIM - SUNDRY DEBTOR	770.35
EFT123378	25/03/2015	MCLEAN ENTERPRISES PTY LTD	PARTS - P357	692.20
EFT123379	25/03/2015	MCMULLEN NOLAN GROUP PTY LTD	CROWN SUBDIVISION OF LOT 557 & SURVEY SERVICES - MINIATA DRAINAGE	1,816.65
EFT123380	25/03/2015	METAL ARTWORK CREATIONS	SILVER ALUMINIUM NAME PLAQUES - STAFF MEMBER	27.50
EFT123381	25/03/2015	METALAND KUNUNURRA	SUPPLY OF STEEL FOR FORMWORK FOR KERBING - VARIOUS STREETS - KNX	776.82
EFT123382	25/03/2015	ORD RIVER ELECTRICS	ELECT REPAIRS INCL. RETIC CONTROL LAKESIDE, AIRCONS - EKR AIRPORT	2,492.67
EFT123383	25/03/2015	ORDCO	PEST CONTROL SUPPLIES - EAST KIMBERLEY REGIONAL AIRPORT	68.20
EFT123384	25/03/2015	ORICA AUSTRALIA PTY LTD	STORAGE AND HANDLING OF CHLORINE GAS CYLINDERS - WYNDHAM POOL	424.73
EFT123385	25/03/2015	OFFICE NATIONAL KUNUNURRA	STATIONERY SUPPLIES - EAST KIMBERLEY REGIONAL AIRPORT	102.00
EFT123386	25/03/2015	OLLIE'S IRRIG. & PLUMBING SUPPLIES	RETICULATION SPRINKLERS AND FITTINGS - KUNUNURRA DEPOT	99.00
EFT123387	25/03/2015	ORD VALLEY COUNTRY WOMEN'S ASSN	ANNUAL COMMUNITY GRANT FOR ORD VALLEY CWA BUSH DANCE 2015	2,500.00
EFT123388	25/03/2015	PRITCHARD FRANCIS	STRUCTURAL INSPECTION & REPORTING - ORD RIVER SPORTS CLUB KUNUNURRA	2,640.00
EFT123389	25/03/2015	SHELF SUPPLY	PROTECTIVE CLOTHING - OUTDOOR STAFF - KUNUNURRA DEPOT	230.00
EFT123390	25/03/2015	SPEEDO AUSTRALIA PTY LTD	PURCHASE OF SWIM WEAR FOR RESALE - KUNUNURRA LEISURE CENTRE	273.90
EFT123391	25/03/2015	TNT AUSTRALIA PTY LIMITED	FREIGHT - KNX TO PERTH - HEALTH SAMPLES	295.44
EFT123392	25/03/2015	TOLL EXPRESS	FREIGHT - PERTH TO KNX - BABY TREE NAME PLAQUE - KUNUNURRA	128.93
EFT123393	25/03/2015	THE WEST AUST. NEWSPAPERS LTD	ADVERTISING - RECRUITMENT, SWEK NEWS - FEB 15	2,043.20
EFT123394	25/03/2015	TOX FREE AUSTRALIA PTY LTD	SKIP BIN EMPTIES - VARIOUS LOCATIONS INCL. WYN BOAT RAMP, KLC - FEB 15	2,196.00
EFT123395	25/03/2015	TYREPLUS KUNUNURRA	PARTS AND REPAIRS - P135 , P131	1,430.00

EFT123396	25/03/2015	UHY HAINES NORTON (WA) PTY LTD	AUDIT SERVICES - ROADS TO RECOVERY ACQUITTAL AND ANNUAL RETURN 2013/14	6,820.00
EFT123397	25/03/2015	VANDERFIELD NORTHWEST PTY LTD	SERVICE - P111 & P128	1,309.46
TOTAL MUNICIPAL EFT PAYMENTS				1,785,640.86

CHQ/EFT	DATE	NAME	DESCRIPTION	AMOUNT
50613-50700		CANCELLED	CANCELLED	
50701	05/03/2015	AMP LIFE LTD	SUPERANNUATION CONTRIBUTIONS	417.55
50702	05/03/2015	AUSTRALIAN SUPER	SUPERANNUATION CONTRIBUTIONS	3,604.45
50703	05/03/2015	BT LIFETIME SUPER - EMPLOYER PLAN	SUPERANNUATION CONTRIBUTIONS	407.03
50704	05/03/2015	BT SUPER FOR LIFE	SUPERANNUATION CONTRIBUTIONS	249.47
50705	05/03/2015	CBUS	SUPERANNUATION CONTRIBUTIONS	365.27
50706	05/03/2015	CARE SUPER	SUPERANNUATION CONTRIBUTIONS	121.70
50707	05/03/2015	COMMONWEALTH ESSENTIAL SUPER	SUPERANNUATION CONTRIBUTIONS	346.67
50708	05/03/2015	COMMONWEALTH BANK SUPER	SUPERANNUATION CONTRIBUTIONS	459.55
50709	05/03/2015	COMMONWEALTH BANK SUPER A/C	SUPERANNUATION CONTRIBUTIONS	249.47
50710	05/03/2015	DEPT. OF TRANSPORT	REGISTRATION - P137	272.30
50711	05/03/2015	HEALTH INSURANCE FUND OF AUST	PAYROLL DEDUCTIONS	42.75
50712	05/03/2015	HORIZON POWER	ELEC -VAR.INCL.STAFF HOUSING , KNX ADMIN 16/01/2015-09/02/2015	654.42
50713	05/03/2015	HOSTPLUS SUPERANNUATION FUND	SUPERANNUATION CONTRIBUTIONS	669.02
50714	05/03/2015	INTRUST SUPER	SUPERANNUATION CONTRIBUTIONS	249.47
50715	05/03/2015	LOCAL GOVERNMENT SUPER	SUPERANNUATION CONTRIBUTIONS	1,243.16
50716	05/03/2015	MG CORPORATION	DELIVERY OF TRADITIONAL WELCOME TO COUNTRY SPEECH - AUSTRALIA DAY KNX	250.00
50717	05/03/2015	MLC MASTERKEY PERSONAL SUPER	SUPERANNUATION CONTRIBUTIONS	237.85
50718	05/03/2015	MTAA SUPER	SUPERANNUATION CONTRIBUTIONS	224.98
50719	05/03/2015	REI SUPER	SUPERANNUATION CONTRIBUTIONS	425.79
50720	05/03/2015	REST SUPER	SUPERANNUATION CONTRIBUTIONS	1,082.49
50721	05/03/2015	SUNSUPER	SUPERANNUATION CONTRIBUTIONS	619.42
50722	05/03/2015	SUPERANNUATION SAVINGS A/C	PAYROLL DEDUCTIONS	35.16
50723	05/03/2015	TASPLAN	SUPERANNUATION CONTRIBUTIONS	271.67
50724	05/03/2015	TRUSTEE FOR HEADING SUPER FUND	SUPERANNUATION CONTRIBUTIONS	583.14
50725	05/03/2015	UNISUPER	SUPERANNUATION CONTRIBUTIONS	199.06
50726	05/03/2015	VICSUPER	SUPERANNUATION CONTRIBUTIONS	231.84
50727	05/03/2015	VICKY BIORAC AND ROBERT STOREY	DEED OF RELEASE AND DISCHARGE - SAT (DR124 of 2014)	4,761.80
50728	05/03/2015	VISION SUPER	SUPERANNUATION CONTRIBUTIONS	473.38

50729	05/03/2015	WATER CORPORATION SUPER PLAN	SUPERANNUATION CONTRIBUTIONS	212.39
50730		CANCELLED	CANCELLED	
50731	12/03/2015	HORIZON POWER	ELEC -VAR.INCL.STAFF HOUSING ,STREET LIGHTING,01/02/15-28/02/2015	17,700.82
50732	19/03/2015	SHIRE OF WYNDHAM EAST KIMBERLEY	PAYROLL DEDUCTIONS	50.00
50733	19/03/2015	AMP LIFE LTD	SUPERANNUATION CONTRIBUTIONS	586.35
50734	19/03/2015	AUSTRALIAN SUPER	SUPERANNUATION CONTRIBUTIONS	3,339.65
50735	19/03/2015	BT LIFETIME SUPER - EMPLOYER PLAN	SUPERANNUATION CONTRIBUTIONS	416.86
50736	19/03/2015	BT SUPER FOR LIFE	SUPERANNUATION CONTRIBUTIONS	249.47
50737	19/03/2015	BRETT LIVINGSTONE	REFUND OF OVER PAYMENT FOR DOG REGISTRATION RCT # 1700703	22.50
50738	19/03/2015	CASH - PETTY CASH KNX AIRPORT	PETTY CASH REIMBURSEMENT - KUNUNURRA DEPOT	84.10
50739	19/03/2015	CBUS	SUPERANNUATION CONTRIBUTIONS	399.54
50740	19/03/2015	CARE SUPER	SUPERANNUATION CONTRIBUTIONS	114.09
50741	19/03/2015	COMMONWEALTH ESSENTIAL SUPER	SUPERANNUATION CONTRIBUTIONS	271.19
50742	19/03/2015	COMMONWEALTH BANK SUPER	SUPERANNUATION CONTRIBUTIONS	459.55
50743	19/03/2015	COMMONWEALTH BANK SUPER	SUPERANNUATION CONTRIBUTIONS	249.47
50744	19/03/2015	DEPT. OF TRANSPORT	REGISTRATION - P316 , P366	49.90
50745	19/03/2015	HEALTH INSURANCE FUND OF AUST	PAYROLL DEDUCTIONS	42.75
50746	19/03/2015	HORIZON POWER	ELEC - VAR. INCL. NICHOLSON PARK PUMP, IVANHOE PUMP 06/01/15 -26/02/2015	629.03
50747	19/03/2015	HOSTPLUS SUPERANNUATION FUND	SUPERANNUATION CONTRIBUTIONS	686.34
50748	19/03/2015	IAN DUNCAN & ANITA MARILY MCLEAN	RATES REFUND - INTERIM ADJUSTMENT - ASSESSMENT A910	897.13
50749	19/03/2015	INTRUST SUPER	SUPERANNUATION CONTRIBUTIONS	249.47
50750	19/03/2015	LAERDAL PTY LTD	FIRST AID SUPPLIES - SMART HEARTSTART PADS - EKR AIRPORT	293.00
50751	19/03/2015	LOCAL GOVERNMENT SUPER	SUPERANNUATION CONTRIBUTIONS	1,618.77
50752	19/03/2015	MLC MASTERKEY PERSONAL SUPER	SUPERANNUATION CONTRIBUTIONS	239.97
50753	19/03/2015	MTAA SUPER	SUPERANNUATION CONTRIBUTIONS	140.61
50754	19/03/2015	REI SUPER	SUPERANNUATION CONTRIBUTIONS	425.79
50755	19/03/2015	REST SUPER	SUPERANNUATION CONTRIBUTIONS	1,515.03
50756	19/03/2015	SUNSUPER	SUPERANNUATION CONTRIBUTIONS	99.16
50757	19/03/2015	TELSTRA	LANDLINE AND MOBILE PHONE COSTS - FEB 15	6,470.26
50758	19/03/2015	TASPLAN	SUPERANNUATION CONTRIBUTIONS	245.97
50759	19/03/2015	TRUSTEE FOR HEADING SUPER FUND	SUPERANNUATION CONTRIBUTIONS	586.86
50760	19/03/2015	UNISUPER	SUPERANNUATION CONTRIBUTIONS	180.47
50761	19/03/2015	VICSUPER	SUPERANNUATION CONTRIBUTIONS	231.84
50762	19/03/2015	VISION SUPER	SUPERANNUATION CONTRIBUTIONS	473.38

50763	19/03/2015	WATER CORPORATION	WATER USE CHARGES INCL.STAFF HOUSING, AUTOMATED TOILET 8/1/15 - 4/3/15	1,538.22
50764	19/03/2015	WATER CORP. SUPERANNUATION PLAN	SUPERANNUATION CONTRIBUTIONS	211.27
50765	24/03/2015	DEPT. OF TRANSPORT	REGISTRATION INCL. P348, P394, P487, P351, P119, P377, P388, P491	5,015.65
50766	25/03/2015	AUSTRALIAN SUPER	SUPERANNUATION CONTRIBUTIONS	46.57
50767	25/03/2015	DEPT. OF TRANSPORT	REGISTRATION - P391, P331	544.60
50768	25/03/2015	HORIZON POWER	ELEC -VAR. INCL. MESSMATE PUMP, KNX DEPOT, KNX AIRPORT 10/2/15-10/3/15	43,560.22
50769	25/03/2015	KYLIE ROXBURGH	REFUND FOR SWIM SCHOOL STUDENT TERM 1 2015 SWIM LESSONS	95.00
50770	25/03/2015	TEGAN PARKER	REFUND FOR SWIM SCHOOL STUDENT TERM 1 2015 SWIM LESSONS	35.63
50771	25/03/2015	WATER CORPORATION	WATER USE CHARGES INCL. KNX INDOOR SPORTS, KNX ADMIN, 14/1/15 - 12/3/15	3,392.73
TOTAL MUNICIPAL CHEQUE PAYMENTS				112,420.46

CHQ/EFT	DATE	NAME	DESCRIPTION	AMOUNT
737	16/03/2015	BUILDING & CONSTRUCTION INDUSTRY	BCITF COLLECTIONS FOR FEB 15	1,405.25
738	16/03/2015	SHIRE OF WYNDHAM EAST KIMBERLEY	BCITF COMMISSIONS ON COLLECTIONS FOR FEB 15	24.75
739	16/03/2015	SHIRE OF WYNDHAM EAST KIMBERLEY	BSL COMMISSIONS FEB 15	55.00
740	16/03/2015	WA DEPT. OF COMMERCE	BSL COLLECTIONS FEB 15	26.00
741	16/03/2015	WA DEPT. OF COMMERCE	BSL COLLECTIONS FEB 15	1,039.80
TOTAL TRUST CHEQUE PAYMENTS				2,550.80

CHQ/EFT	DATE	NAME	DESCRIPTION	AMOUNT
500899	04/03/2015	TRUST DPI CLEARING	TRANSPORT CLEARING 04/03/15	1,058.10
500900	06/03/2015	TRUST DPI CLEARING	TRANSPORT CLEARING 06/03/15	1,218.05
500901	09/03/2015	TRUST DPI CLEARING	TRANSPORT CLEARING 09/03/15	103.10
500902	10/03/2015	TRUST DPI CLEARING	TRANSPORT CLEARING 10/03/15	284.60
500903	12/03/2015	TRUST DPI CLEARING	TRANSPORT CLEARING 12/03/15	1,914.50
500904	12/03/2015	TRUST DPI CLEARING	TRANSPORT CLEARING 13/03/15	701.40
500905	16/03/2015	TRUST DPI CLEARING	TRANSPORT CLEARING 16/03/15	3,487.00
500906	17/03/2015	TRUST DPI CLEARING	TRANSPORT CLEARING 17/03/15	511.30
500907	18/03/2015	TRUST DPI CLEARING	TRANSPORT CLEARING 18/03/15	374.90
500908	19/03/2015	TRUST DPI CLEARING	TRANSPORT CLEARING 19/03/15	372.50
500910	20/03/2015	TRUST DPI CLEARING	TRANSPORT CLEARING 20/03/15	918.35
500911	23/03/2015	TRUST DPI CLEARING	TRANSPORT CLEARING 23/03/15	721.85
500912	24/03/2015	TRUST DPI CLEARING	TRANSPORT CLEARING 24/03/15	526.60
500913	25/03/2015	TRUST DPI CLEARING	TRANSPORT CLEARING 25/03/15	5,635.35

500914	26/03/2015	TRUST DPI CLEARING	TRANSPORT CLEARING 26/03/15	728.30
500915	27/03/2015	TRUST DPI CLEARING	TRANSPORT CLEARING 27/03/15	933.70
500916	30/03/2015	TRUST DPI CLEARING	TRANSPORT CLEARING 30/03/15	1,340.75
500917	31/03/2015	TRUST DPI CLEARING	TRANSPORT CLEARING 31/03/15	249.40
TOTAL TRANSPORT EFT PAYMENTS				21,079.75

CHQ/EFT	DATE	NAME	DESCRIPTION	AMOUNT
	4/03/2015	PAYROLL	PAYROLL	196,730.88
	13/03/2015	PAYROLL	PAYROLL	3,547.95
	18/03/2015	PAYROLL	PAYROLL	192,732.21
	20/03/2015	PAYROLL	PAYROLL	3,302.51
	20/03/2015	PAYROLL	PAYROLL	1,384.14
	20/03/2015	PAYROLL	PAYROLL	2,048.46
TOTAL PAYROLL PAYMENTS				399,746.15

CHQ/EFT	DATE	NAME	DESCRIPTION	AMOUNT
	02/03/2015	DIRECT DEBIT	BANK FEES	1,723.67
	03/03/2015	DIRECT DEBIT	BPAY FEES	295.82
	16/03/2015	DIRECT DEBIT	TOKEN ISSUE FEE	20.00
	19/03/2015	DIRECT DEBIT	PERIODICAL PAYMENT TO MASTERCARD*	6,561.66
	31/03/2015	DIRECT DEBIT	LINE OF CREDIT FEE	500.00
	31/03/2015	DIRECT DEBIT	BANK FEES	967.66
TOTAL DIRECT DEBIT PAYMENTS				10,068.81

***DETAILS OF MASTERCARD TRANSACTIONS INCLUDED IN DIRECT DEBIT 19/3/15**

CHQ/EFT	DATE	NAME	DESCRIPTION	AMOUNT
	01/02/2015	NORTHBOUND CHARTERS	BOAT CRUISE -AUST DAY AMBASSADOR & GUESTS – 26/01/15 WYNDHAM	660.00
	03/02/2015	VIRGIN AIRLINES	FLIGHTS PER - KNX 8/2/15 - STAFF MEMBER AS PER EMPLOYMENT CONTRACT	33.70
	10/02/2015	AIRNORTH	FLIGHTS KNX-BME-KNX 15/2/15,17/2/15, STAFF - CONFERENCE & TRAINING	917.08
	10/02/2015	JIANG FOOD INDUSTRY	CATERING FOR COUNCIL BRIEFING SESSION -10 FEB 2015	400.00
	13/02/2015	SAI GLOBAL LTD	ONLINE SUBSCRIPTION FOR AUSTRALIA STANDARD - AS 2156.2-2001	69.63
	14/02/2015	MESSAGE MEDIA	SERVER SMS ALERT NOTIFICATION SERVICE	4.31
	15/02/2015	MATSO'S BREWERY	MEALS - STAFF MEMBER - CONFERENCE & TRAINING	30.00

16/02/2015	AIRNORTH	FLIGHTS KNX-DRW-KNX 27/3/15, STAFF MEMBER - CONFERENCE & TRAINING	381.78
16/02/2015	AIM GROUP LTD	MEMBERSHIP - STAFF MEMBER AS PER EMPLOYMENT CONTRACT	185.00
17/02/2015	QANTAS AIRWAYS	FLIGHTS DRW-BNE-DRW 22/3/15,26/3/15 STAFF - CONFERENCE & TRAINING	591.01
17/02/2015	INSTITUTE OF PUBLIC ACCOUNTANTS	STAFF MEMBER TRAINING & SEMINARS AS PER EMPLOYMENT CONTRACT	165.00
17/02/2015	MOONLIGHT BAY SUITES	ACCOMMODATION & MEALS - STAFF MEMBER - CONFERENCE & TRAINING	320.00
18/02/2015	INSTITUTE OF COMPANY DIRECTORS	STAFF MEMBER TRAINING & SEMINARS AS PER EMPLOYMENT CONTRACT	267.00
18/02/2015	AIRNORTH	FLIGHT FEE KNX-BME-KNX 26/2/15-28/2/15, ELECTED MEMBERS, ZONE MEETING	77.85
20/02/2015	VIRGIN AIRLINES	FLIGHTS KNX-PER-KNX 10/3/15 , 22/3/15 STAFF - CONFERENCE & TRAINING	985.70
20/02/2015	VIRGIN AIRLINES	FLIGHTS PER-KNX 15/3/15 - STAFF MEMBER AS PER EMPLOYMENT CONTRACT	230.20
21/02/2015	VIRGIN AIRLINES	FLIGHTS KNX-PER 27/2/15 - STAFF MEMBER AS PER EMPLOYMENT CONTRACT	756.70
21/02/2015	VIRGIN AIRLINES	FLIGHTS PER-KNX 12/4/15 - STAFF MEMBER AS PER EMPLOYMENT CONTRACT	426.70
24/02/2015	MAGSHOP ONLINE	SUBSCRIPTION - AUSTRALIAN PC USER MAGAZINE - KUNUNURRA ADMIN	60.00

13.2.3 2014/15 Mid-Year Budget Review Results

DATE:	20/04/2015
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	N/A
AUTHOR:	Geoff Garside, Coordinator Financial Management
REPORTING OFFICER:	Natalie Octoman, Director Corporate Services
FILE NO:	FM.05.10
DECLARATION OF INTERESTS:	Nil

PURPOSE

To consider and adopt the proposed amendments to the 2014/15 Budget, as per the attached listing.

BACKGROUND

Council adopted the 2014/15 Annual Budget on 2 September 2014. After adoption of the initial budget, reviews are required to update the Shire's projected position at year end and amend the budget where required. Budget amendments may be required as a result of changes in projected revenue streams; changes to the timing of works projects; identified savings; or additional expenditure beyond the original budget allocation, which requires Council approval.

The review presented to Council has been conducted by management and staff of the Shire, initially using actual financial data up to 31 December 2014, but updating this data where required to use data to 31 March 2015. The attached report outlining forecasts and recommended budget amendments for the year ending 30 June 2015 is presented for the Council to consider.

STATUTORY IMPLICATIONS

Local Government Act 1995

6.8. Expenditure from municipal fund not included in annual budget

- (1) *A local government is not to incur expenditure from its municipal fund for an additional purpose except where the expenditure —*
- (a) *is incurred in a financial year before the adoption of the annual budget by the local government; or*
 - (b) *is authorised in advance by resolution*;* or
 - (c) *is authorised in advance by the mayor or president in an emergency.*

** Absolute majority required.*

- (1a) *In subsection (1) —*

additional purpose means a purpose for which no expenditure estimate is included in the local government's annual budget.

- (2) *Where expenditure has been incurred by a local government —*

- (a) *pursuant to subsection (1)(a), it is to be included in the annual budget for that financial year; and*

- (b) pursuant to subsection (1)(c), it is to be reported to the next ordinary meeting of the council.

Local Government (Financial Management) Regulations 1996

32. Amounts which may be excluded when calculating budget deficiency (Act s. 6.2(3))

A local government may exclude from the calculation of the budget deficiency —

- (a) money borrowed or to be borrowed, to the extent that it is proposed in the annual budget to remain unspent at the end of the financial year; and
- (b) reserves, to the extent that they are proposed in the annual budget to remain unspent at the end of the financial year; and
- (c) in relation to a land transaction or trading undertaking, assets and liabilities, to the extent to which they are proposed in the annual budget to remain restricted to the purposes of the land transaction or trading undertaking at the end of the financial year; and
- (d) any proposed amounts of depreciation of non-current assets; and
- (e) assets from grants or gifts or non-cash revenue or expenditure; and
- (f) current liabilities which, by their nature, are restricted, to the extent that they are proposed in the annual budget to remain uncleared at the end of the financial year; and
- (g) any other current assets which, by their nature, are restricted, to the extent that they are proposed in the annual budget to remain unused at the end of the financial year.

33A. Review of Budget

- (1) Between 1 January and 31 March in each financial year a local government is to carry out a review of its annual budget for that year.

(2A) The review of an annual budget for a financial year must —

- (a) consider the local government's financial performance in the period beginning on 1 July and ending no earlier than 31 December in that financial year; and
- (b) consider the local government's financial position as at the date of the review; and
- (c) review the outcomes for the end of that financial year that are forecast in the budget.

- (2) Within 30 days after a review of the annual budget of a local government is carried out it is to be submitted to the council.

- (3) A council is to consider a review submitted to it and is to determine* whether or not to adopt the review, any parts of the review or any recommendations made in the review.

*Absolute majority required.

- (4) Within 30 days after a council has made a determination, a copy of the review and determination is to be provided to the Department.

POLICY IMPLICATIONS

There are no direct policies relating to this report.

FINANCIAL IMPLICATIONS

After all adjustments have been taken into account within the Mid-Year Budget Review process, along with the final 2013/14 financial position, the overall position of the Shire is an deficit of \$476,353 in comparison to the initial deficit within the adopted budget of \$356,592, an unfavourable variance of \$119,761. Further explanation of this is detailed in the Comment section below.

Regulation 32 indicates that a local government may exclude particular items to determine the overall budget deficiency during the annual budget process. As the Shire was moving into a tight fiscal period, it was imperative to incorporate those funds that were deemed to be “restricted” such as unspent loan funds and unspent grants into the budget deficiency calculation, in order to minimise any future impact that the expenditure program would create as the Shire had already received the revenue. Effectively, if the funds weren’t restricted, then additional funds would need to be sourced when the expenditure was intended to occur, which would result in savings required across other programs. Given the tight position, it was determined that restricting funds was the most appropriate methodology to use in determining the overall deficit.

The adopted budget deficit of \$356,592 was therefore adjusted to recognise those restricted funds (mainly for the Lily Creek Lagoon Boating Facilities project in relation to the 2015/16 financial contribution) which increased the final deficit to \$605,798. This amount takes into account the amendment that occurred at the budget adoption meeting which saw expenditure reduced, and therefore the deficit amount reduced from what was published in the agenda item.

If officers were to use the same methodology for the budget review, after the audited financial statements were finalised as at 30 June 2014, there were significant changes in the amount of restricted funds that were now, deemed to be no longer restricted, resulting in a movement of \$1,273,695 in unrestricted Municipal funds available to be utilised. This was mainly as a result of the Department of Infrastructure and Regional Development finally providing written confirmation that they were satisfied that the Shire had utilised East Kimberley Development Project (EKDP) funds in accordance with the EKDP projects – being the Kununurra Oval, Wyndham Jetty and Kununurra Airport Expansion, and therefore the Shire no longer needed to set them aside as being restricted. The correspondence was not received until the 24th of December 2014 therefore the funds could not be recognised as unrestricted until after this time.

Partially offsetting this increase in funds available were changes recognised in the amount of unspent grants and loan funds that were now required to be restricted. This varied the overall restricted items from \$249,333 to \$709,359.

The table below attempts to reflect the overall impact more simply.

Note	Description	2014/15 Adopted Budget	2014/15 Revised Budget	Variance
A	Rate Setting Statement – Surplus (Deficit)	(356,592)	(476,353)	(119,761)
	<i>Restricted Funds to be carried forward:-</i>			
	<u>Unspent Grants:-</u>			
	1. CLGF Funds for Lily Creek Lagoon contribution in 2015/16	(212,934)	(213,546)	(612)
	2. Egret Close	Nil	(700)	(700)
	3. Asphalt Resurfacing Program (R2R)	Nil	(8,722)	(8,722)
	4. Sustainable Regions Grant	Nil	(26,300)	(26,300)
B	<i>Total Restricted – Unspent Grants</i>	<i>(212,934)</i>	<i>(249,268)</i>	<i>(36,334)</i>
	<u>Unspent Loans:-</u>			
	1. Administration Building Loan	(9,415)	(47,375)	(37,960)
	2. Drainage Loan	(26,984)	(48,204)	(21,220)
	3. Waste Management	Nil	(352,167)	(352,167)
	4. Building and Infrastructure	Nil	(12,345)	(12,345)
C	<i>Total Restricted – Unspent Loans</i>	<i>(36,399)</i>	<i>(460,091)</i>	<i>(423,692)</i>
D	Restricted Funds Now Available	Nil	1,273,695	1,273,695
	TOTAL UNRESTRICTED SURPLUS / (DEFICIT) = A + B + C + D	(605,925)	87,983	693,908

If the sale of the Boobiulla property had progressed, then the deficit would have been reduced through this review to approximately \$111,353, (being the current (\$476,353) add the \$365,000 in revenue that would have been received). Unfortunately this is not the case however this still remains a positive outcome for the Shire and demonstrates that the strategies adopted are being implemented, and are placing the Shire in a good position to recover from the initial budget deficit adopted.

STRATEGIC IMPLICATIONS

Strategic Community Plan 2012-2022

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

COMMUNITY ENGAGEMENT

The Shire of Wyndham East Kimberley's CP/GOV-3100 Community Engagement Policy has been considered in relation to this item.

No community engagement is required.

The budget review was prepared by the Executive team, in consultation with each Manager, Coordinator and relevant staff, where each revenue and expenditure account within that Manager's responsibility was reviewed in detail.

COMMENT

The budget has been reviewed to determine whether the initial strategies that had been adopted by the Council in the annual budget, are being met.

Within the adopted budget, an amount for the sale of a Boobiulla property was incorporated, being a relatively high-risk item in terms of the property not selling. This was highlighted to the Council at the time; however it was determined to leave the sale proceeds in the budget for the time being. Throughout the review, it was identified that the property was unlikely to sell in the last few months of the financial year, and therefore to remove the revenue that had previously been incorporated, being an amount of \$365,000. With the revenue removed, it was anticipated that the budget deficit would have effectively increased by this amount, if all other areas had remained about the same.

The results of the review show that this has not occurred, and further savings were identified, which have partially offset the impact to result in an increase in the deficit by \$119,761 therefore resulting in an overall \$476,353 deficit anticipated for 2014/15.

The matter of staffing in the infrastructure directorate was raised during the budget deliberations while establishing the 2014/15 budget. The discussions were around ensuring that eventually, there was a full time engineer employed by the Shire, however that this would wait until closer to the time that contracts were nearer to their end date, particularly given the loss of a staff member in that area through the redundancies that were identified during the process given projects were reducing. Currently the position is part time which has resulted in additional pressure being placed on the full time positions, particularly when the person is not in town.

To ensure not only stability, but an increase in effectiveness of the team, it was recommended that a full time engineer be engaged whereby the elected members at the time appeared to be quite supportive of the motion. Within the budget review results, two weeks of salary, along with funds for recruitment and relocation have been incorporated to ensure that there can be a handover with the current staff member, who has a significant amount of corporate and local knowledge. It would be invaluable to the incoming team member to be provided with a handover and this knowledge prior to the current staff member leaving, and the Council is requested to consider this favourably.

The individual items that form this result have been identified in Attachment 1 in detail however some of the more significant items have been outlined in this item.

Operating

Operating Revenue is increasing by \$2.4 million due mainly to:

- WANDRRA – increase of \$2.5 million in revenue from WA Natural Disaster Relief and Recovery Arrangements is reimbursement for expenditure on repairing damage caused by the flood event of February 2014.
- Staff Housing – a reduction in \$0.2 million reduction in profit on the sale of assets due to the sale of the Boobiulla property not proceeding. This is a non-cash item and does not impact on the overall financial position of the Shire.

Operating Expenditure is increasing by \$2.1 million overall. The main variances that reflect this increase are:

- WANDRRA – increase of \$2.5 million associated with expenditure on repairs of damage caused by the February 2014 flood event. This is offset by increased grant revenue mentioned above.
- Recruitment and relocation costs increasing by \$0.087 million due to the recruitment and relocation associated with filling vacant positions.
- Legal fees across the Shire are increasing by \$0.151 million mainly due to a combination of the SAT development application appeal, legal assistance with minor case claims, code of conduct investigations and a general procedure claim.
- Decrease in salaries, wages and allowances (including superannuation) of \$0.095 million, mainly due to vacancies, careful management of casual labour and being able to fund some employee benefits paid-out on unanticipated resignations from provisions (when this had not been specifically included in the original budget calculations).
- Sanitation/Waste Management – reduction of \$0.45 million due mainly to the postponement of the project to rehabilitate and decommission the current landfill site. This is a loan-funded project and therefore does not impact on general municipal cash.
- Kununurra Airport – reduction of \$0.48 million in airport operating costs driven largely by reduced staff and depreciation, and resulting reductions in the allocation of overheads. Changes to the airport results are quarantined from general municipal funds by transfers to and from the Airport Reserve.

Capital

Capital Revenue is reducing by \$0.41 million overall. This is mainly due to:

- Sale of Boobiulla house – a reduction of \$0.37 million as the sale is unlikely to happen this financial year.
- Income from Insurance Claims has increased by \$0.2 million representing the start of the project to replace the Wyndham depot assets damaged by fire. This work will continue into 2015-16. The increase is just to cover the work that is anticipated by 30 June 2015.
- RADS Funding has been reduced by \$0.12 million associated with funding from the Regional Airports Development Scheme to replace the asphalt overlay of the runway. This revenue has been reduced to match 50% of the value of the work that is likely to be complete by 30 June 2015.
- Income for the Meatworks Road in Wyndham has been reduced by \$0.1 million as a grant for this work is not available at this time. The project has therefore been postponed.

Capital Expenditure overall is staying roughly in-line with the budget total. However there are movements that are worth noting:

- Wyndham Depot costs have increased by \$0.2 million associated with the commencement of work to replace the asset damaged by fire. This is fully-funded by an insurance claim (see explanation above).
- The expenditure program for the Meatworks Road in Wyndham has been reduced by \$0.1 million as a grant for this work is not available at this time. The project has therefore been postponed.
- Airport Runway Extension has been reduced by \$0.15 million as the assessment and business case for this project is expected to commence in May and there is no grant funding available at this stage.

There is a net increase in transfers to reserves of \$0.45 million. Most of this change is represented by increases in transfers to the Waste Management Reserve (\$0.21 million) and the Airport Reserve (\$0.26 million). Transfers to these 2 (two) reserves are funded by surpluses in the operations of the landfill sites and airports (respectively). The increased surpluses in these areas have been driven mainly by reductions in staff and overhead costs in both areas and a delay to operating projects, particularly relating to waste management.

Financial Ratios

Overall the results are more positive than initially anticipated given that further savings have been made that have covered some of the negative impact with not selling the Boobiulla property. Not selling this property has had a slightly negative impact in the financial ratios for 2014/15, however the impact is not deemed to be significant, and has not resulted in any change in the overall rating of the anticipated ratio results, which are outlined in the table below.

FINANCIAL RATIOS

	Target Ratio for "Basic" Standard ¹	Target Ratio for "Intermediate" Standard ¹	Target Ratio for "Advanced" Standard ¹	Mid Year Budget Review Ratio	Adopted Budget Ratio	Actual Ratios		
				2014/15	2014/15	2013/14	2012/13	2011/12
Debt Service Cover Ratio	≥ 2	N/A	≥ 15	1.21	1.32	(2.63)*	5.21*	3.34
Operating Surplus Ratio	0.01 - 0.15	N/A	≥ 0.15	(0.17)	(0.16)	(0.50)*	(0.10)*	0.04
Own Source Revenue Coverage Ratio	0.4 - 0.6	0.6 - 0.9	> 0.9	0.63	0.63	0.60*	0.67*	0.63

¹ Target ratios are as per the Department of Local Government and Communities (DLGC) Guidelines except the Debt Service Cover Ratio which is a target devised by UHY Haines Norton (and based on experience). For information, DLGC Guidelines establish a target Debt Service Cover Ratio of 5 for the "Advanced" Standard.

* Adjusted for "one-off" non-cash items as disclosed in the annual financial report.

Above target as per guidelines

Within acceptable banding as per guidelines

Below acceptable banding as per guidelines

Debt Service Cover Ratio

The debt service cover ratio is the measurement of a local government's ability to repay its debt. The basic standard, according to the Department of Local Government's Guideline Number 18 on Financial Ratios is met if the ratio is greater than or equal to two (2). At this stage the Shire is below standard, however with the strategies that have already been put in place during the adoption of the 2014/15 budget, the Shire should see an improvement in this ratio for 2015/16. The results for the Mid-Year Budget Review have seen the most variation in this ratio, which is a result of removing the income from the sale of the Boobiulla property that is unlikely to be sold prior to 30 June.

Operating Surplus Ratio

The operating surplus ratio is a measure of a local government's ability to cover its operational costs and have the revenues available for capital funding or other purposes. This has changed only slightly as a result of the budget review.

Own Source Revenue Coverage Ratio

This ratio is the measurement of a local government's ability to cover its costs through its own revenue raising efforts. The ratios outlined above show that there has been no change to the overall result anticipated for 2014/15.

Summary

In summarising the outcomes, it is clear that there is still further work to be undertaken in order to achieve an overall balanced budget, however the strategies that have been put into place have generally been acted upon successfully to date, to ensure the long term sustainability of the Shire improves.

ATTACHMENTS

Attachment 1 - 2014/15 Mid-Year Budget Review Report

VOTING REQUIREMENT

Absolute Majority

OFFICER'S RECOMMENDATION

That Council:

1. Receives the Mid-Year Budget Review Report for the period ended 31 December 2014, noting that amounts up to 31 March 2015 have been utilised in some cases and are therefore presented in Attachment 1 as a more up-to-date reflection of the financial performance of the Shire;
2. Adopts the operating and capital budget amendment recommendations for the period ended 30 June 2015 as attached;
3. Approves the increase in the number of staff by one (1) in the engineering team on a temporary basis to ensure corporate and local knowledge transfer is provided for.

MOTION

Cr K Wright moves that Council:

1. Receives the Mid-Year Budget Review Report for the period ended 31 December 2014, noting that amounts up to 31 March 2015 have been utilised in some cases and are therefore presented in Attachment 1 as a more up-to-date reflection of the financial performance of the Shire;
2. Adopts the operating and capital budget amendment recommendations for the period ended 30 June 2015 as attached;
3. Approves the increase in the number of staff by one (1) in the engineering team on a temporary basis at a cost of up to \$15K for recruitment and relocation costs and 2 weeks staff salaries for the 14/15 financial year and with a calculated \$45K for the 15/16 year period to ensure corporate and local knowledge transfer is provided for.

COUNCIL DECISION

Minute No. 10887

Moved: Cr D Spackman
Seconded: Cr K Wright

That Council suspends standing orders 7.5 Limitation of Number of Speeches.

Tied 4/4

For: Cr K Wright, Cr D Spackman, Cr D Learbuch, Cr G King
Against: Cr J Moulden, Cr G Taylor, Cr B Robinson, Cr R Dessert
Casting Vote: Cr J Moulden against the motion

Lost

COUNCIL DECISION

Minute No. 10888

Moved: Cr K Wright
Seconded: Cr D Spackman

1. Receives the Mid-Year Budget Review Report for the period ended 31 December 2014, noting that amounts up to 31 March 2015 have been utilised in some cases and are therefore presented in Attachment 1 as a more up-to-date reflection of the financial performance of the Shire;
2. Adopts the operating and capital budget amendment recommendations for the period ended 30 June 2015 as attached;
3. Approves the increase in the number of staff by one (1) in the engineering team on a temporary basis at a cost of up to \$15K for recruitment and relocation costs and 2 weeks staff salaries for the 14/15 financial year and with a calculated \$45K for the 15/16 year period to ensure corporate and local knowledge transfer is provided for.

Lost 3/5

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

COUNCIL DECISION

Minute No. 10889

Moved: Cr G Taylor

Seconded: Cr B Robinson

That Council:

- 1. Receives the Mid-Year Budget Review Report for the period ended 31 December 2014, noting that amounts up to 31 March 2015 have been utilised in some cases and are therefore presented in Attachment 1 as a more up-to-date reflection of the financial performance of the Shire;**
- 2. Adopts the operating and capital budget amendment recommendations for the period ended 30 June 2015 as attached;**
- 3. Approves the increase in the number of staff by one (1) in the engineering team on a temporary basis to ensure corporate and local knowledge transfer is provided for.**

Carried 5/3

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



SHIRE of WYNDHAM | EAST KIMBERLEY

MID-YEAR BUDGET REVIEW REPORT

2014 | 2015

**Shire of Wyndham East Kimberley
Mid-Year Budget Review 2014-15**

Statement of Comprehensive Income by Nature or Type
For the year ending 30 June 2015

	Adopted Annual Budget \$	Revised Annual Budget \$	Budget Revision Amount \$
Revenue			
Rates	9,180,615	9,226,536	45,921
Operating Grants, Subsidies & Contributions	6,849,231	9,333,709	2,484,478
Fees & Charges	7,345,304	7,333,686	(11,618)
Service Charges	300,000	323,653	23,653
Interest Earnings	406,500	399,833	(6,667)
Other Revenue	195,600	293,700	98,100
	<u>24,277,250</u>	<u>26,911,117</u>	<u>2,633,867</u>
Expenses			
Employee Costs	(10,472,574)	(10,567,563)	(94,989)
Materials & Contracts	(7,838,711)	(9,738,636)	(1,899,925)
Utility Charges	(1,110,460)	(1,139,630)	(29,170)
Depreciation of Non-Current Assets	(6,036,820)	(5,818,820)	218,000
Interest Expenses	(375,148)	(323,675)	51,473
Insurance Expenses	(638,881)	(633,582)	5,299
Other Expenditure	(751,083)	(752,261)	(1,178)
	<u>(27,223,677)</u>	<u>(28,974,167)</u>	<u>(1,750,490)</u>
	<u>(2,946,427)</u>	<u>(2,063,050)</u>	<u>883,377</u>
Non-Operating Grants, Subsidies & Contributions	6,491,991	6,218,439	(273,552)
Profit on Asset Disposal	210,891	0	(210,891)
Loss on Asset Disposal	0	(451,621)	(451,621)
Changes on revaluation of Current Assets	0	0	0
Total Comprehensive Income	<u>3,756,455</u>	<u>3,703,768</u>	<u>(52,687)</u>

**Shire of Wyndham East Kimberley
Mid-Year Budget Review 2014-15**

Rate Setting Statement

For the year ending 30 June 2015

	Adopted Annual Budget \$	YTD Budget as at 31 Mar 2015 \$	YTD Actual as at 31 Mar 2015 \$	Revised Annual Budget \$	Budget Revision Amount \$
Revenue					
General Purpose Funding (excl Rates)	4,413,934	3,413,911	3,483,253	4,420,177	6,243
Governance	1,086,042	1,054,552	1,049,409	1,099,542	13,500
Law, Order, Public Safety	59,350	47,566	51,101	58,350	(1,000)
Health	80,500	62,730	58,310	77,650	(2,850)
Education and Welfare	77,000	73,349	105,808	96,434	19,434
Housing	430,453	177,459	131,606	193,711	(236,742)
Community Amenities	2,483,863	2,134,423	2,166,468	2,479,788	(4,075)
Recreation and Culture	724,402	559,917	644,299	779,986	55,584
Transport	5,750,793	4,530,941	6,275,883	8,185,117	2,434,324
Economic Services	97,923	75,320	67,463	99,423	1,500
Other Property and Services	103,266	85,500	138,998	194,402	91,136
	<u>15,307,526</u>	<u>12,215,668</u>	<u>14,172,597</u>	<u>17,684,581</u>	<u>2,377,055</u>
Expenses					
General Purpose Funding	(559,166)	(496,396)	(369,498)	(535,855)	23,311
Governance	(1,440,658)	(1,258,811)	(1,286,106)	(1,464,511)	(23,853)
Law, Order, Public Safety	(700,194)	(512,158)	(390,566)	(587,575)	112,619
Health	(324,635)	(248,762)	(216,558)	(300,930)	23,705
Education and Welfare	(290,794)	(252,670)	(258,574)	(332,757)	(41,963)
Housing	(768,906)	(597,361)	(499,914)	(695,787)	73,119
Community Amenities	(5,286,793)	(3,578,310)	(2,973,722)	(4,988,573)	298,220
Recreation & Culture	(6,818,047)	(5,135,393)	(4,440,028)	(6,833,801)	(15,754)
Transport	(9,579,827)	(7,185,496)	(8,996,921)	(11,838,503)	(2,258,676)
Economic Services	(517,691)	(415,083)	(352,595)	(503,172)	14,519
Other Property and Services	(936,967)	(852,963)	(1,708,943)	(1,344,324)	(407,357)
	<u>(27,223,677)</u>	<u>(20,533,403)</u>	<u>(21,493,424)</u>	<u>(29,425,788)</u>	<u>(2,202,111)</u>
Net Operating	<u>(11,916,151)</u>	<u>(8,317,735)</u>	<u>(7,320,827)</u>	<u>(11,741,207)</u>	<u>174,944</u>
Adjustments for Cash Budget Requirements:					
Non-Cash Expenditure and Revenue					
(Profit)/Loss on Asset Disposals	(210,891)	0	431,621	451,621	662,512
Movement in Accruals and Provisions	5,000	5,000	(486,232)	5,000	0
Depreciation on Assets	6,036,820	4,527,639	4,326,320	5,818,820	(218,000)
	<u>5,830,929</u>	<u>4,532,639</u>	<u>4,271,709</u>	<u>6,275,441</u>	<u>444,512</u>
Capital Expenditure and Revenue					
Purchase Land Held for Resale	0	0	0	0	0
Purchase Land and Buildings	(638,000)	(638,000)	(486,425)	(816,560)	(178,560)
Purchase Infrastructure Assets - Roads	(2,393,929)	(1,485,954)	(1,272,593)	(2,373,096)	20,833
Purchase Infrastructure Assets - Footpaths	(31,000)	0	0	(36,910)	(5,910)
Purchase Infrastructure Assets - Drainage	(358,358)	(48,405)	(19,864)	(337,138)	21,220
Purchase Infrastructure Assets - Other	(1,901,535)	(817,435)	(703,979)	(1,746,305)	155,230
Purchase Plant and Equipment	(124,962)	(64,962)	(7,030)	(153,462)	(28,500)
Purchase Furniture and Equipment	(116,500)	(86,044)	(16,847)	(102,500)	14,000
Grants/Contributions for Development of Assets	6,491,991	5,676,401	5,388,597	6,218,439	(273,552)
Proceeds from Disposal of Assets	394,000	0	5,031	256,403	(137,597)
Repayment of Debentures	(2,406,937)	(1,971,764)	(1,969,231)	(2,350,331)	56,606
Proceeds from New Debentures	1,803,218	1,500,000	1,500,000	1,803,218	0
Transfers to Reserves (Restricted Assets)	(4,000,605)	(2,876,821)	(3,048,324)	(4,488,742)	(488,137)
Transfers from Reserves (Restricted Assets)	1,253,687	0	0	1,287,637	33,950
	<u>(2,028,931)</u>	<u>(812,984)</u>	<u>(630,665)</u>	<u>(2,839,347)</u>	<u>(810,416)</u>
Estimated Surplus/(Deficit) July 1 B/Fwd	(1,423,053)	(1,397,052)	(1,397,052)	(1,397,052)	26,001
Estimated Surplus/(Deficit) June 30 C/Fwd	<u>(356,592)</u>	<u>3,169,842</u>	<u>4,105,309</u>	<u>(475,630)</u>	<u>(119,038)</u>
Amount Required to be Raised from Rates	<u>9,180,615</u>	<u>9,164,973</u>	<u>9,182,144</u>	<u>9,226,536</u>	<u>45,921</u>

**Shire of Wyndham East Kimberley
Mid-Year Budget Review 2014-15**

Composition of Estimated Net Current Asset Position

For the year ending 30 June 2015

	Opening Balance used in Adopted Budget 1 Jul 2014 \$	Closing Balance Adopted Budget 30 Jun 2015 \$	Opening Balance Actual 1 Jul 2014 \$	Closing Balance Revised Budget 30 Jun 2015 \$	Closing Balance Budget Revision Amount 30 Jun 2015 \$
CURRENT ASSETS					
Cash - Municipal (Restricted & Unrestricted)*	608,535	(500,000)	652,355	1,579,164	2,079,164
Cash - Restricted Reserves	8,303,180	11,050,098	8,263,354	11,464,459	414,361
Receivables	1,607,123	1,614,262	1,727,680	1,727,680	113,418
Inventories & Other Financial Assets	16,651	16,651	16,651	16,651	0
	<u>10,535,489</u>	<u>12,181,011</u>	<u>10,660,040</u>	<u>14,787,954</u>	<u>2,606,943</u>
LESS: CURRENT LIABILITIES					
Payables and Provisions	(3,655,748)	(1,487,505)	(3,794,124)	(3,799,124)	(2,311,619)
Less: Cash - Restricted Reserves	(8,303,180)	(11,050,098)	(8,263,354)	(11,464,459)	(414,361)
NET CURRENT ASSET POSITION	<u>(1,423,439)</u>	<u>(356,592)</u>	<u>(1,397,439)</u>	<u>(475,630)</u>	<u>(119,038)</u>
* Cash - Municipal brought forward balances represented by:					
Cash on Hand	1,700	1,700	1,700	1,700	0
Cash at Bank - Municipal					
Unrestricted	(943,505)	(751,033)	(2,633,406)	868,105	1,619,138
Restricted - Unspent Grants	1,405,925	212,934	2,093,999	249,268	36,334
Restricted - Unspent Loans	144,415	36,399	1,190,062	460,091	423,692
	<u>608,535</u>	<u>(500,000)</u>	<u>652,355</u>	<u>1,579,164</u>	<u>2,079,164</u>

Shire of Wyndham East Kimberley
Mid-Year Budget Review 2014-15

Detail of Operating Adjustments to Rate Setting Statement

For the year ending 30 June 2015

Row	Program Sub-Function GL	Description	Adopted Annual Budget \$	Revised Annual Budget \$	Budget Revision Amount \$	Budget Revision Explanations
1	03	General Purpose Funding				
2	0301	Rates				
3		Revenue				
4	01030110	Rates Revenue	9,221,885	9,177,493	(44,392)	Separate general ledger account for Interim Rates
5	01030111	Interest - Rates	27,500	41,874	14,374	Increase in number of ratepayers taking up instalment option
6	01030112	Rates Revenue - Interim Rates	0	44,392	44,392	Separate general ledger account for Interim Rates
7	01030113	Non Payment Penalty Interest - Rates	75,000	61,159	(13,841)	More ratepayers paying on time
8	01030114	Recovery of Legal Expenses - Rates	60,000	25,469	(34,531)	Rratepayers on payment plans - less referred to debt collector
9	01030115	Other Income - Rates (GST Applicable)	1,500	5,462	3,962	Includes DFES administration fee
10	01030117	Administration Charges - Rates	10,000	23,326	13,326	Increase in number of ratepayers taking up instalment option
11	01030118	Other Income - Rates (No GST Applicable)	4,500	11,000	6,500	Increase in No. ratepayers on special payment arrangements
12	01030120	Rates Discount	(45,921)	0	45,921	No discount given in 14/15. Concessions approved were applied to rates revenue account number 01030110.
13	01030121	Emergency Services Levy - Rates	300,000	323,653	23,653	Increase in levy collected - offset by levy payment
14		Expense				
15	02030112	Debt Collection Costs - Rates	(60,000)	(25,469)	34,531	Ratepayers on payment plans - less are being referred to debt collector
16	02030115	Emergency Services Levy Payment - Rates	(300,000)	(323,653)	(23,653)	Increase in levy payment - offset by levy collected
17	02030196	Administration Salary and Wages Allocated - Rates	(57,997)	(49,549)	8,448	Amend overhead allocation for revised budget
18	02030198	Admin Overheads Allocated - Rates	(35,687)	(28,703)	6,984	Amend overhead allocation for revised budget
19	0302	Other General Purpose Funding				
20		Revenue				
21	01030221	Interest Income - Municipal Fund	85,000	25,000	(60,000)	Revised calculations based on actuals
22	01030224	Interest Income - Reserve Fund	204,000	222,000	18,000	Revised calculations based on actuals
23	01030226	Interest Income - East Kimberley Development Package Funds	5,000	(900)	(5,900)	Acquitted. Funds are now unrestricted and transferred to the Municipal fund
24	01030228	Interest Income - Goomig Farmlands Road Reserve	0	40,700	40,700	Revised calculations based on actuals
25		Expense				
26	02030210	Bank Charges	(21,000)	(24,000)	(3,000)	Overdraft facility fees and increase in BPay/EFTPOS fees
27	04	Governance				
28	0401	Members of Council				
29		Expense				
30	02040114	Travelling Expenses (mileage) - Members	(2,000)	0	2,000	Savings - no planned spend
31	02040119	Subscriptions and Publications - Members	(15,000)	(1,000)	14,000	Savings - small binding costs for minutes only
32	02040121	Other Expenses - Members	(2,780)	(1,780)	1,000	Savings - no planned spend, retain a contingency
33	02040122	Gifts - Members	(1,000)	(500)	500	Savings - no planned spend, retain a contingency
34	0402	Other Governance				
35		Expense				
36	02040214	Gifts - Other Governance	(4,000)	(3,000)	1,000	Savings - no planned spend, retain a contingency
37	02040224	Legal Fees	(10,000)	(90,000)	(80,000)	Legal assistance with minor case claims, code of conduct investigations and a general procedure claim
38	02040235	the Shire Contribution to Kimberley Zone Secretariat	(60,000)	(55,000)	5,000	Savings - no additional Zone costs
39	02040257	Recruitment & Relocation	(20,000)	0	20,000	Transfer budget to correct Program/Sub-Function for admin overheads
40	02040296	Administration Salary and Wages Allocated - Other Governance	(27,390)	(27,963)	(573)	Amend overhead allocation for revised budget
41	02040298	Admin Overheads Allocated - Other Governance	(16,853)	(16,199)	654	Amend overhead allocation for revised budget
42	0403	Kimberley Zone				
43		Revenue				

**Shire of Wyndham East Kimberley
Mid-Year Budget Review 2014-15**

Detail of Operating Adjustments to Rate Setting Statement

For the year ending 30 June 2015

Row	Program Sub-Function GL	Description	Adopted Annual Budget \$	Revised Annual Budget \$	Budget Revision Amount \$	Budget Revision Explanations
44	01040342	Grants - Takeaway Alcohol Management System - Kimberley Zone	0	13,500	13,500	New TAMS grant
45	Expense					
46	02040342	Re-payment of unspent grant	(956,842)	(965,489)	(8,647)	Paid to Broome in March. Increased for interest earned that required to be transferred also
47	0405 Kimberley Joint Shires					
48	Expense					
49	02040510	Expenses - Remote Communities - Kimberley Joint Shires	(2,000)	0	2,000	Savings - no longer a zone cost to the Shire
50	05 Law, Order and Public Safety					
51	0501 Fire Prevention					
52	Revenue					
53	01050110	ESL Grant Brigades	12,000	4,000	(8,000)	Originally included \$8k as a refund for 13/14 over-invoiced. Not applicable to 14/15
54	Expense					
55	02050110	Operating Grant Expenditure - Fire Prevention	(22,000)	(28,400)	(6,400)	Horizon Power refund for prior years. Once off adjustment
56	02050195	Insurance - Fire Prevention	(8,510)	(9,410)	(900)	Revised insurance calculations
57	02050196	Administration Salary and Wages Allocated - Fire Prevention	(7,898)	(7,751)	147	Amend overhead allocation for revised budget
58	02050198	Admin Overheads Allocated - Fire Prevention	(4,860)	(4,490)	370	Amend overhead allocation for revised budget
59	0502 FESA					
60	Revenue					
61	01050210	ESL Grant SES	4,000	11,000	7,000	Need to include \$7k relating to an invoice for 13/14
62	03 Animal Control					
63	Expense					
64	02050396	Administration Salary and Wages Allocated - Animal Control	(2,711)	(2,374)	337	Amend overhead allocation for revised budget
65	02050398	Admin Overheads Allocated - Animal Control	(1,668)	(1,375)	293	Amend overhead allocation for revised budget
66	0504 Other Law, Order and Public Safety					
67	Expense					
68	02050391	Vehicle Expenses - Animal Control	(30,000)	0	30,000	Ranger vehicle expenses consolidated
69	02050481	Direct Salaries - Ranger Services	(267,600)	(216,110)	51,490	Revised calculations for salaries, wages and allowances
70	02050482	Salary Overheads - Ranger Services	(28,439)	(31,146)	(2,707)	Revised calculations for salaries, wages and allowances
71	02050491	Vehicle Expenses - Other Law, Order and Public Safety	(35,000)	(45,500)	(10,500)	Ranger vehicle expenses consolidated
72	02050494	Direct Salaries - Other Law, Order and Public Safety	(94,139)	(76,720)	17,419	Revised calculations for salaries, wages and allowances
73	02050496	Administration Salary and Wages Allocated - Other Law, Order & Public Safety	(63,574)	(45,605)	17,969	Amend overhead allocation for revised budget
74	02050497	Salary Overheads - Other Law, Order & Public Safety	(13,137)	(10,735)	2,402	Revised calculations for salaries, wages and allowances
75	02050498	Admin Overheads Allocated - Other Law, Order & Public Safety	(39,119)	(26,419)	12,700	Amend overhead allocation for revised budget
76	07 Health					
77	0704 Preventative Services - Administration					
78	Revenue					
79	01070411	Effluent Disposal Application Fee (not GST Applicable)	8,000	5,000	(3,000)	Fewer applications than anticipated
80	01070413	Caravan Park Licence Fee	8,000	9,700	1,700	Revised calculations based on actuals
81	01070414	Food Business Registration and Surveillance	32,500	32,200	(300)	Revised calculations based on actuals
82	01070419	Infringement - Food & Noise - Health	2,500	1,250	(1,250)	Fewer infringements than anticipated
83	Expense					

Shire of Wyndham East Kimberley
Mid-Year Budget Review 2014-15

Detail of Operating Adjustments to Rate Setting Statement

For the year ending 30 June 2015

Row	Program Sub-Function GL	Description	Adopted Annual Budget \$	Revised Annual Budget \$	Budget Revision Amount \$	Budget Revision Explanations
84	02070410	Sampling Expenses - Preventative Services	(15,000)	(9,000)	6,000	Revised calculations based on actuals
85	02070411	Analytical Fees - Preventative Services	(2,500)	(2,640)	(140)	Revised calculations based on actuals
86	0708 Other Health					
87	Expense					
88	02070894	Direct Salaries - Other Health	(188,918)	(175,510)	13,408	Revised calculations for salaries, wages and allowances
89	02070896	Administration Salary and Wages Allocated - Other Health	(29,291)	(29,138)	153	Amend overhead allocation for revised budget
90	02070897	Salary Overheads - Other Health	(35,502)	(32,363)	3,139	Revised calculations for salaries, wages and allowances
91	02070898	Admin Overheads Allocated - Other Health	(18,024)	(16,879)	1,145	Amend overhead allocation for revised budget
92	08 Education and Welfare					
93	0804 Wyndham Childcare Centre					
94	Revenue					
95	01080411	Fees - Wyndham Childcare	40,000	55,264	15,264	Offset by increased wages
96	01080412	Operating Subsidy - Wyndham Childcare	26,500	30,470	3,970	Adjusted to actuals at the time when the centre was transferred to 3rd party operations
97	Expense					
98	02080410	Wyndham Childcare - Program Resources	(2,000)	(2,606)	(606)	Revised calculations based on actuals
99	02080411	Wyndham Childcare - Office and Other Expenses	(3,750)	(1,397)	2,353	Revised calculations based on actuals
100	02080412	Wyndham Childcare - Building Operating Expenses	(1,750)	(3,088)	(1,338)	Revised calculations based on actuals
101	02080413	Wyndham Childcare - Building Maintenance	(2,500)	(2,780)	(280)	Require additional funds due to the inclusion of building maintenance in the CSSU lease
102	02080494	Direct Salaries - Wyndham Childcare Centre	(77,667)	(95,007)	(17,340)	Offset by increased income
103	02080496	Administration Salary and Wages Allocated - Wyndham Childcare Centre	(19,086)	(19,219)	(133)	Amend overhead allocation for revised budget
104	02080497	Salary Overheads - Wyndham Childcare Centre	(10,260)	(12,959)	(2,699)	Revised calculations based on actuals
105	02080498	Admin Overheads Allocated - Wyndham Childcare Centre	(11,744)	(11,134)	610	Amend overhead allocation for revised budget
106	02080499	Depreciation - Wyndham Childcare Centre	(30,000)	(32,000)	(2,000)	Revised depreciation calculations due to asset revaluations
107	0806 Kununurra Childcare Centre					
108	Revenue					
109	01080610	Lease Fee Kununurra Childcare	10,500	10,700	200	Revised calculations based on actuals
110	Expense					
111	02080696	Administration Salary and Wages Allocated - Kununurra Childcare Centre	0	(13,000)	(13,000)	Amend overhead allocation for revised budget
112	02080698	Admin Overheads Allocated - Kununurra Childcare Centre	0	(7,531)	(7,531)	Amend overhead allocation for revised budget
113	09 Housing					
114	0901 Staff Housing					
115	Revenue					
116	01090114	23 Boobiulla Kununurra - Rental Income	0	(480)	(480)	Returned funds due to additional rental amount taken. Property is no longer owned by the Shire.
117	01090115	6 Eugenia Kununurra - Rental Income	5,304	3,666	(1,638)	Property vacant from August to November. Expected again to be vacant from approx late March/April. Believe the intention is to try and sell property.
118	01090116	28 Eugenia Kununurra - Rental Income	6,552	4,707	(1,845)	Vacant for November and December. Employee took over property late December and correction for rental needs to occur within payroll 04/03/2015
119	01090117	16 Hibiscus Kununurra - Rental Income	7,020	6,914	(106)	Property vacant for part of July/August. Remainder of rental income due to continue as expected

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120	01090118	264A Riverfig Kununurra - Rental Income	6,760	6,473	(287)	Property vacant from 12 November. New employee moved and rent was not paid at commencement. Higher rent each fortnight being paid to correct this oversight.
121	01090119	264B Riverfig Kununurra - Rental Income	6,760	2,050	(4,710)	Property vacant from November 2014, Housing provided to current occupant for 3 month period with no rental income expected. No further plans for unit after this time will need to review.
122	01090120	264C Riverfig Kununurra - Rental Income	6,760	4,290	(2,470)	Current occupant relocating to a different Shire property. Plan to utilise this property as a 'hot' unit for contract staff to avoid using external rentals/caravan parks
123	01090124	4 Quondong St Kununurra - Rental Income	6,500	5,821	(679)	Currently vacant, new occupant expected Feb/March
124	01090125	14 Banyan St Kununurra - Rental Income	6,500	5,321	(1,179)	Vacant for period November 2014 to January 2015
125	01090126	Caretakers Dwelling Wyndham Depot - Rental Income	5,720	5,547	(173)	Only vacant for a small period in January
126	01090132	67 Koojarra Wyndham - Rental Income	5,408	1,041	(4,367)	Currently vacant, investigating possibly selling property
127	01090134	11 Kwinana St Wyndham - Rental Income	5,304	2,900	(2,404)	Currently vacant, lease expires March
128	01090135	9B Plum Court Kununurra - Rental Income	6,240	9,954	3,714	Property as of 11/02/2015 is no longer leased by the shire
129	01090143	Unit 1/50 Koolama Street Wyndham - Rental Income	5,980	4,929	(1,051)	Property currently empty previously Wyndham Childcare Coordinator
130	01090144	Unit 2/50 Koolama Street Wyndham - Rental Income	0	4,814	4,814	Property has been vacant. Will be utilised by Wyndham Pool Operator from approx March/April.
131	01090145	Unit 3/50 Koolama Street Wyndham - Rental Income	10,400	9,400	(1,000)	Vacant from December to February. Currently leased commercially to Children's services for Wyndham Childcare
132	01090148	Lot 42A Bella Lane Kununurra - Rental Income	5,980	1,610	(4,370)	Property currently vacant. Previously utilised for accommodation for fixed term pool contractor. Expected to be leased approx late March/April
133	01090152	16/33, Konkerberry Drive Kununurra - Rental Income	8,320	8,209	(111)	Property no longer leased by the Shire
134	01090153	17/33, Konkerberry Drive Kununurra - Rental Income	5,980	1,380	(4,600)	Property no longer leased by the Shire
135	01090155	69 Hibiscus Kununurra - Rental Income	7,020	4,320	(2,700)	Property vacant from Feb to approx May. House provided at no rental to CEO as per contract conditions. Housing considered tool of the trade
136	01090157	5 Rattlepod Close Kununurra - Rental Income	7,020	1,948	(5,072)	Property no longer leased by the Shire
137	01090159	38 Gardenia Drive Kununurra - Rental Income	7,020	3,221	(3,799)	Property no longer leased by the Shire
138	01090160	Lot 2433 Rear (60) Coolibah Dr, Kununurra - Rental Income	0	275	275	Property no longer leased by the Shire
139	01090163	Unit 1 - 130 Casuarina Way Kununurra - Rental Income	5,980	5,494	(486)	Adjustment for actuals
140	01090164	Unit 2 - 130 Casuarina Way Kununurra - Rental Income	5,980	4,025	(1,955)	Expected property to vacant from March onwards. No plans in place at this stage
141	01090165	Unit 3 - 130 Casuarina Way Kununurra - Rental Income	6,500	6,063	(437)	Property vacant until October
142	01090190	Profit on Sale of Assets - Staff Housing	199,625	0	(199,625)	Sale not proceeding in 14-15
143	Expense					
144	02090113	Building Maintenance - 29 Boobialla Kununurra	(7,350)	(5,350)	2,000	Relocate funds to 02090116
145	02090114	Building Maintenance - 23 Boobialla Kununurra	0	(1,450)	(1,450)	Correction of Bond Refund in 13/14
146	02090115	Building Maintenance - 6 Eugenia Kununurra	(5,370)	(6,366)	(996)	Additional maintenance was required and carried out November 2014.
147	02090116	Building Maintenance - 28 Eugenia Kununurra	(5,370)	(7,870)	(2,500)	Property requires additional landscaping
148	02090117	Building Maintenance - 16 Hibiscus Kununurra	(5,626)	(7,076)	(1,450)	Correction of Bond Refund in 13/14
149	02090118	Building Maintenance - 264A Riverfig Kununurra	(5,566)	(5,759)	(193)	Additional water charges
150	02090119	Building Maintenance - 264B Riverfig Kununurra	(10,066)	(10,179)	(113)	Additional water charges
151	02090125	Lease Costs - 11 Kwinana St, Wyndham	(18,775)	(12,000)	6,775	Adjust for actuals
152	02090128	Building Maintenance - 14 Banyan St Kununurra	(5,250)	(5,260)	(10)	Additional electricity charges
153	02090130	Building Maintenance - Caretakers Dwelling Wyndham Depot	0	(200)	(200)	Maintenance required prior to occupancy
154	02090132	Building Maintenance - 67 Koojarra Wyndham	(2,904)	(4,934)	(2,030)	Requires building/garden maintenance
155	02090140	Building Maintenance - Unit 1/50 Koolama Street - Wyndham	(5,608)	(5,886)	(278)	Additional maintenance costs incurred

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156	02090141	Building Maintenance - Unit 2/50 Koolama Street - Wyndham	(3,318)	(4,419)	(1,101)	Additional maintenance costs incurred
157	02090142	Building Maintenance - Unit 3/50 Koolama Street - Wyndham	(4,718)	(5,495)	(777)	Additional maintenance costs incurred
158	02090145	Building Maintenance - 3A (Lot 42A) Bella Lane - Kununurra	(5,250)	(5,410)	(160)	Additional maintenance costs incurred
159	02090152	Building Maintenance - 69 Hibiscus Kununurra	(5,566)	(5,676)	(110)	Service charges
160	02090153	Building Maintenance - Caretakers Dwelling Kununurra Depot	(3,000)	(3,570)	(570)	Air conditioner cleaning
161	02090156	Staff Housing Furniture Purchases (items under \$5,000)	(5,000)	(5,630)	(630)	Adjust for actuals
162	02090157	Lease Costs - 5 Rattlepod Close, Kununurra	(35,360)	(15,524)	19,836	Property no longer leased by the Shire
163	02090159	Lease Costs - 38 Gardenia Drive, Kununurra	(43,278)	(23,567)	19,711	Property no longer leased by the Shire
164	02090160	Lease Costs - Lot 2433 Rear (60) Coolibah Dr, Kununurra	0	2,383	2,383	Property no longer leased by the Shire. Overpaid lease being reclaimed from lessor.
165	02090163	Building Maintenance - Unit 2 - 130 Casuarina Way - Kununurra	(5,250)	(8,750)	(3,500)	some costs require journaling and disbursing across all three Casuarina Way unit account numbers
166	02090195	Insurance - Staff Housing	(38,295)	(35,295)	3,000	Adjust for actuals
167	02090196	Administration Salary and Wages Allocated - Staff Housing	(82,882)	(67,370)	15,512	Amend overhead allocation for revised budget
168	02090198	Admin Overheads Allocated - Staff Housing	(51,000)	(39,027)	11,973	Amend overhead allocation for revised budget
169	02090199	Depreciation - Staff Housing	(324,019)	(316,019)	8,000	Adjustment for sale and purchases during 13/14
170	10 Community Amenities					
171	1001 Sanitation - Household Refuse					
172	Revenue					
173	01100110	Waste Receptacle Charge	590,000	560,000	(30,000)	Decrease in number of new services compared to 13/14 (bin audit)
174	01100111	Additional Waste Receptacle Charge	200,000	325,000	125,000	Increase in additional bins due to correction of charges
175	01100113	Repair and Replacement Bins	19,600	9,600	(10,000)	Repairs lower than normal
176	01100114	Rubbish Disposal Charges	800,000	750,000	(50,000)	Lower utilisation than prior years
177	01100115	Landfill Recycling Income	10,000	6,000	(4,000)	Sales low
178	01100116	Waste Management Charge	530,000	540,000	10,000	Adjust for actuals
179	Expense					
180	02100110	Tip Maintenance	(583,773)	(552,603)	31,170	Depot staff use lower than budgeted
181	02100151	Kununurra Landfill Site - Re-hab & De-commission Liquid Waste Lagoon	(342,531)	(5,600)	336,931	Deferred to 15/16
182	02100153	Competitive Neutrality Review - Landfill	(10,000)	0	10,000	Won't be performed in 14/15
183	02100184	Direct Salaries - Wyndham Landfill	(97,912)	(112,770)	(14,858)	Revised salaries/wages estimates
184	02100187	Salary Overheads - Wyndham Landfill	(13,185)	(11,950)	1,235	Revised salaries/wages estimates
185	02100194	Direct Salaries - Kununurra Landfill	(335,398)	(347,940)	(12,542)	Revised salaries/wages estimates
186	02100196	Administration Salary and Wages Allocated - Sanitation - Household Refuse	(237,724)	(213,041)	24,683	Amend overhead allocation for revised budget
187	02100197	Salary Overheads - Kununurra Landfill	(46,588)	(41,141)	5,447	Revised salaries/wages estimates
188	02100198	Admin Overheads Allocated - Sanitation - Household Refuse	(146,278)	(123,413)	22,865	Amend overhead allocation for revised budget
189	02100199	Depreciation - Sanitation - Household Refuse	(110,000)	(62,000)	48,000	Most of the Capital Projects budgeted in 13/14 became OPEX
190	1002 Sanitation - Other					
191	Expense					

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192	02100296	Administration Salary and Wages Allocated - Sanitation-Other	0	(38,158)	(38,158)	Amend overhead allocation for revised budget
193	02100298	Admin Overheads Allocated - Sanitation-Other	0	(22,105)	(22,105)	Amend overhead allocation for revised budget
194	1004 Urban Stormwater Drainage					
195	Expense					
196	02100496	Administration Salary and Wages Allocated - Urban Stormwater Drainage	(1,510)	(1,323)	187	Amend overhead allocation for revised budget
197	02100498	Admin Overheads Allocated - Urban Stormwater Drainage	(929)	(766)	163	Amend overhead allocation for revised budget
198	1005 Protection of Environment					
199	Expense					
200	02100515	Drum Muster	(100)	(1,750)	(1,650)	Adjusted for actuals
201	02100519	Cumbungi Management - Protection of Environment	0	(3,000)	(3,000)	Relocation of cumbungi boat
202	02100524	Waste Management Strategy - Protection of Environment	(70,000)	(40,000)	30,000	reduced advice
203	02100596	Administration Salary and Wages Allocated - Protection of Environment	0	(10,152)	(10,152)	Amend overhead allocation for revised budget
204	02100598	Admin Overheads Allocated - Protection of Environment	0	(5,881)	(5,881)	Amend overhead allocation for revised budget
205	1006 Town Planning & Regional Development					
206	Revenue					
207	01100611	Development Application Fees	57,000	50,000	(7,000)	Reduction in the number of Development Applications
208	01100613	Scheme Amendments and Structure Plan Fees	2,000	1,000	(1,000)	Reduction in number of applications
209	01100614	Advertising Reimbursement, Site Inspection & Information Retrieval Fees - Town Planning	3,000	1,000	(2,000)	Reduction in number of applications
210	01100615	Home Occupation Fees	3,500	500	(3,000)	Reduction in number of applications
211	01100617	Subdivision Supervision Fees	8,100	0	(8,100)	unlikely to be received
212	Expense					
213	02100612	Legal Expenses - Town Planning and Regional Development	(100,000)	(171,000)	(71,000)	SAT Development Application Appeal Legal Costs
214	02100617	Consultants - Foreshore Planning	(14,000)	(2,365)	11,635	Project complete
215	02100618	Kununurra Business & structure Planning	0	(150,000)	(150,000)	transfer Original Budget to correct Prog/Sub-Function
216	02100694	Direct Salaries - Town Planning and Regional Development	(192,419)	(199,820)	(7,401)	Revised salaries/wages estimates
217	02100696	Administration Salary and Wages Allocated - Town Planning & Regional Development	(94,377)	(72,164)	22,213	Amend overhead allocation for revised budget
218	02100697	Salary Overheads - Town Planning & Regional Development	(42,611)	(42,147)	464	Revised salaries/wages estimates
219	02100698	Admin Overheads Allocated - Town Planning & Regional Development	(58,073)	(41,804)	16,269	Amend overhead allocation for revised budget
220	02141794	Direct Salaries - Development Services	(271,638)	(274,270)	(2,632)	Revised salaries/wages estimates
221	02141796	Administration Salary and Wages Allocated - Development Services	0	(36,690)	(36,690)	Amend overhead allocation for revised budget
222	02141797	Salary Overheads - Development Services	(36,425)	(46,712)	(10,287)	Revised salaries/wages estimates
223	02141798	Admin Overheads Allocated - Development Services	0	(21,254)	(21,254)	Amend overhead allocation for revised budget
224	1007 Other Community Amenities					
225	Revenue					
226	01100710	Charges - Cemetery (GST Applic)	20,000	25,000	5,000	Higher number of burials than anticipated

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227	01101210	Youth Services Grant - Wyndham	61,163	47,088	(14,075)	Adjusted to actuals at the time when the Centre was transferred to 3rd Party operations
228	01101215	Youth Services Bus Hire Fees	0	100	100	Adjusted for actuals
229	01101223	Lease Fees - Kununurra Youth Centre	15,000	0	(15,000)	No lease (would have been offset by colocation fees)
230		Expense				
231	02100712	Community Grants	(61,930)	(53,543)	8,387	transfer \$7.5k to Economic Development Grants and \$900 grant paid 13/14
232	02100796	Administration Salary and Wages Allocated - Other Community Amenities	(32,312)	(9,531)	22,781	Amend overhead allocation for revised budget
233	02100798	Admin Overheads Allocated - Other Community Amenities	(19,882)	(5,521)	14,361	Amend overhead allocation for revised budget
234	02100799	Depreciation - Other Community Amenities	(140,000)	0	140,000	Assets are allocated to Public halls Depreciation
235	021007XX	Kununurra Business & structure Planning	(150,000)	0	150,000	transfer Original Budget to correct Prog/Sub-Function
236	02100811	Public Conveniences - White Gum Park	(19,269)	(22,069)	(2,800)	emergency plumbing issues July 2014
237	02100812	Public Conveniences - Kununurra Oval	(6,100)	(6,600)	(500)	Annual cleaning contract costs included in budget
238	02100813	Public Conveniences - Automated Toilet	(16,619)	(17,959)	(1,340)	Ongoing plumbing problems
239	02100819	Public Conveniences - Bastion Upper	(3,261)	(3,691)	(430)	Adjusted for actuals
240	02100821	Public Conveniences - Celebrity Tree Park	(24,669)	(26,669)	(2,000)	Cleaning contract charges increased in 14/15. Funds allocated based on 13/14 charges
241	02100895	Insurance - Public Conveniences	(5,983)	(5,483)	500	Adjusted for actuals
242	02100896	Administration Salary and Wages Allocated - Public Conveniences	(17,487)	(15,151)	2,336	Amend overhead allocation for revised budget
243	02100898	Admin Overheads Allocated - Public Conveniences	(10,760)	(8,777)	1,983	Amend overhead allocation for revised budget
244	02100899	Depreciation - Public Conveniences	(24,000)	(16,000)	8,000	Revised depreciation calculations due to asset revaluations
245	02100996	Administration Salary and Wages Allocated - Cemetery	0	(14,106)	(14,106)	Amend overhead allocation for revised budget
246	02100998	Admin Overheads Allocated - Cemetery	0	(8,172)	(8,172)	Amend overhead allocation for revised budget
247	02101010	Building Maintenance - Kununurra Youth Centre	(26,031)	(33,031)	(7,000)	Additional funds required for any future maintenance
248						Cleaning contract charges increased in 14/15. Funds allocated based on 13/14 charges
249	02101015	Australia Day and Volunteers Program	(11,376)	(7,000)	4,376	Adjustment for Aust Day actuals
250	02101018	Garden Maintenance - Kununurra Youth Centre	(16,137)	(4,670)	11,467	Youth centre not operating
251	02101094	Direct Salaries - Community Development Services	(194,404)	(198,480)	(4,076)	Revised salaries/wages estimates
252	02101096	Administration Salary and Wages Allocated - Community Development Services	(38,416)	(32,822)	5,594	Amend overhead allocation for revised budget
253	02101097	Salary Overheads - Community Development Services	(38,238)	(35,814)	2,424	Revised salaries/wages estimates
254	02101098	Admin Overheads Allocated - Community Development Services	(23,638)	(19,013)	4,625	Amend overhead allocation for revised budget
255	02101214	Youth Buses and Camper Trailer - Operating Expenditure - Youth Services	(43,000)	(23,000)	20,000	3 youth vehicles were returned to the Department of the Prime Minister and Cabinet following completion of the funding agreement
256	02101215	Kununurra Youth Centre - Colocation Expenses - Youth Services	0	(1,253)	(1,253)	Adjusted for actuals
257	02101216	Building Operating - Kununurra Youth Centre MUN	(24,284)	(34,869)	(10,585)	Increased use - air conditioning
258	02101281	Direct Salaries - Wyndham Youth Services	(78,009)	(50,790)	27,219	Revised salaries/wages estimates
259	02101282	Salary Overheads - Wyndham Youth Services	(10,614)	(8,125)	2,489	Revised salaries/wages estimates
260	02101290	Loss on Sale of Assets - Youth Services MUN	0	(107,205)	(107,205)	3 youth vehicles were returned to the Department of the Prime Minister and Cabinet following completion of the funding agreement
261	02101291	Vehicle Expenses - East Kimberley Youth Services	(18,000)	(11,000)	7,000	Disposed of in February

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262	02101296	Administration Salary and Wages Allocated - Youth Services	(38,188)	(39,883)	(1,695)	Amend overhead allocation for revised budget
263	02101298	Admin Overheads Allocated - Youth Services	(23,498)	(23,104)	394	Amend overhead allocation for revised budget
264	02101299	Depreciation - Youth Services	(75,000)	(69,000)	6,000	Upgrade of Youth Centre now depreciating
265	11 Recreation and Culture					
266	1101 Public Halls					
267	Expense					
268	02110111	Building Maintenance - Wyndham Port Hall	0	(370)	(370)	Gas service charges
269	02110196	Administration Salary and Wages Allocated - Public Halls	(23,691)	(36,335)	(12,644)	Amend overhead allocation for revised budget
270	02110198	Admin Overheads Allocated - Public Halls	(14,578)	(21,049)	(6,471)	Amend overhead allocation for revised budget
271	02110199	Depreciation - Public Halls	(115,000)	(251,000)	(136,000)	Assets allocated from Other Community Amenities
272	1102 Swimming Areas and Beaches					
273	Revenue					
274	01110310	Pool Admissions - Kununurra Swimming Complex	59,000	65,000	6,000	Revised calculations based on actuals
275	01110311	Pool Courses - Kununurra Swimming Complex	2,000	7,236	5,236	Revised calculations based on actuals
276	01110312	Swim School Income - Kununurra Swimming Complex	20,000	18,000	(2,000)	Revised calculations based on actuals
277	01110313	Pool Hire (Functions) - Kununurra Swimming Complex	3,000	3,500	500	Revised calculations based on actuals
278	01110314	Grants - Kununurra Swimming Complex	27,272	32,500	5,228	Revised calculations based on actuals
279	01110410	Pool Admissions - Wyndham Swimming Complex	23,000	18,000	(5,000)	Lower than expected attendance
280	01110411	Pool Courses - Wyndham Swimming Complex	1,500	500	(1,000)	Revised calculations based on actuals
281	01110413	Pool Hire (Functions) - Wyndham Swimming Complex	1,000	500	(500)	Revised calculations based on actuals
282	01110414	Grants - Wyndham Swimming Complex	27,272	35,000	7,728	Includes revenue for Wyndham Triathlon
283	01110416	Swim School - Wyndham Swimming Complex	3,500	3,750	250	Revised calculations based on actuals
284	01110510	Foreshore Leases	71,000	90,000	19,000	Increase in income as a result of executed leases; and reimbursement of Legal Fees incurred on Leases
285	Expense					
286	02110296	Administration Salary and Wages Allocated - Swimming Areas & Beaches	0	(27,776)	(27,776)	Amend overhead allocation for revised budget
287	02110298	Admin Overheads Allocated - Swimming Areas & Beaches	0	(16,090)	(16,090)	Amend overhead allocation for revised budget
288	02110299	Depreciation - Swimming Areas and Beaches	(245,000)	(243,000)	2,000	Revised depreciation calculations due to asset revaluations
289	02110313	Garden Maintenance - Kununurra Swimming Complex	(5,000)	(9,610)	(4,610)	Dangerous trees removed
290	02110314	Equipment Maintenance - Kununurra Swimming Complex	(5,000)	(3,067)	1,933	Adjusted for actuals
291	02110315	Garden Maintenance - External Kununurra Swimming Complex	(42,747)	(19,600)	23,147	Less than expected work. transfer labour budget
292	02110394	Direct Salaries - Kununurra Swimming Complex	(420,152)	(453,950)	(33,798)	Revised salaries/wages estimates
293	02110396	Administration Salary and Wages Allocated - Kununurra Swimming Complex	(107,196)	(99,008)	8,188	Amend overhead allocation for revised budget
294	02110397	Salary Overheads - Kununurra Swimming Complex	(57,142)	(87,685)	(30,543)	Revised salaries/wages estimates
295	02110398	Admin Overheads Allocated - Kununurra Swimming Complex	(65,961)	(57,355)	8,606	Amend overhead allocation for revised budget
296	02110399	Depreciation - Kununurra Swimming Complex	(45,000)	(46,000)	(1,000)	Revised depreciation calculations due to asset revaluations
297	02110415	Programming Costs - Wyndham Swimming Complex	(1,000)	(3,000)	(2,000)	Wyndham Triathlon offset by grant and program income 01110414
298	02110494	Direct Salaries - Wyndham Swimming Complex	(74,206)	(73,360)	846	Revised salaries/wages estimates
299	02110496	Administration Salary and Wages Allocated - Wyndham Swimming Complex	(44,767)	(39,116)	5,651	Amend overhead allocation for revised budget

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For the year ending 30 June 2015

Row	Program Sub-Function GL	Description	Adopted Annual Budget \$	Revised Annual Budget \$	Budget Revision Amount \$	Budget Revision Explanations
300	02110497	Salary Overheads - Wyndham Swimming Complex	(13,127)	(10,185)	2,942	Revised salaries/wages estimates
301	02110498	Admin Overheads Allocated - Wyndham Swimming Complex	(27,546)	(22,659)	4,887	Amend overhead allocation for revised budget
302	02110499	Depreciation - Wyndham Swimming Complex	(76,000)	(77,000)	(1,000)	Revised depreciation calculations due to asset revaluations
303	02110595	Insurance - Other Swimming Areas and Beaches	(4,199)	(5,199)	(1,000)	Adjusted for actuals
304	02110596	Administration Salary and Wages Allocated - Other Swimming Areas and Beaches	(17,397)	(15,464)	1,933	Amend overhead allocation for revised budget
305	02110598	Admin Overheads Allocated - Other Swimming Areas and Beaches	(10,705)	(8,958)	1,747	Amend overhead allocation for revised budget
306	02110599	Depreciation - Other Swimming Areas and Beaches	(26,500)	(27,500)	(1,000)	Revised depreciation calculations due to asset revaluations
307	1106 Other Recreation & Sport					
308	Revenue					
309	01110810	Recreation Hall Hire - Kununurra Leisure Centre	36,400	30,000	(6,400)	Two major club fees still to come in 1st qtr 15/16
310	01110811	Memberships - Kununurra Leisure Centre	130,000	150,000	20,000	Increase in general usage
311	01110813	Casual Use - Kununurra Leisure Centre	20,000	25,000	5,000	Revised calculations based on actuals
312	01110815	Equipment Hire - Kununurra Leisure Centre	1,500	4,000	2,500	Squash equipment
313	01110816	Sale of Consumables - Kununurra Leisure Centre	20,000	22,500	2,500	Revised calculations based on actuals
314	01110822	Personal Training/Gym Assessment - Kununurra Leisure Centre	1,000	0	(1,000)	Revised calculations based on actuals
315	01110823	the Shire Staff Memberships - Kununurra Leisure Centre	4,500	4,000	(500)	Revised calculations based on actuals
316	01110911	Centre Fees - Wyndham Youth and Recreation Centre	250	0	(250)	Revised calculations based on actuals
317	01111010	Oval Hire - Kununurra Grounds	9,500	8,500	(1,000)	Club fees due March/April
318	01111110	Oval Hire - Wyndham Grounds	1,500	1,000	(500)	Revised calculations based on actuals
319	01111210	Hire of Parks	7,500	7,000	(500)	Revised calculations based on actuals
320	01111211	Reserve Leases - Community Groups	2,000	4,000	2,000	Reimbursement of Legal Fees incurred on Leases
321	Expense					
322	02110681	Depreciation - Land Under Control - Building & Structure	(200,000)	(237,000)	(37,000)	Revised depreciation calculations due to asset revaluations
323	02110695	Insurance - Other Recreation & Sport	(24,149)	(24,449)	(300)	Adjusted for actuals
324	02110696	Administration Salary and Wages Allocated - Other Recreation & Sport	(66,553)	(46,374)	20,179	Amend overhead allocation for revised budget
325	02110698	Admin Overheads Allocated - Other Recreation & Sport	(40,952)	(26,864)	14,088	Amend overhead allocation for revised budget
326	02110794	Direct Salaries - Recreation Services	(86,798)	(88,920)	(2,122)	Revised salaries/wages estimates
327	02110796	Administration Salary and Wages Allocated - Recreation & Sport	(13,845)	(12,280)	1,565	Amend overhead allocation for revised budget
328	02110797	Salary Overheads - Recreation Services	(15,030)	(14,265)	765	Revised salaries/wages estimates
329	02110798	Admin Overheads Allocated - Recreation Services	(8,519)	(7,114)	1,405	Amend overhead allocation for revised budget
330	02110813	Programming Costs - Kununurra Leisure Centre	(5,000)	(2,500)	2,500	Revised calculations based on actuals
331	02110814	Other Expenses - Kununurra Leisure Centre	(4,500)	(6,000)	(1,500)	Revised calculations based on actuals
332	02110815	Purchase of Consumables for Sale - Kununurra Leisure Centre	(15,000)	(20,000)	(5,000)	Offset by increased sales
333	02110894	Direct Salaries - Kununurra Leisure Centre	(24,385)	(53,740)	(29,355)	Revised salaries/wages estimates
334	02110896	Administration Salary and Wages Allocated - Kununurra Leisure Centre	(81,203)	(70,122)	11,081	Amend overhead allocation for revised budget
335	02110897	Salary Overheads - Kununurra Leisure Centre	(3,154)	(5,114)	(1,960)	Revised salaries/wages estimates
336	02110898	Admin Overheads Allocated - Kununurra Leisure Centre	(49,966)	(40,621)	9,345	Amend overhead allocation for revised budget
337	02110899	Depreciation - Kununurra Leisure Centre	(280,000)	(236,000)	44,000	Revised depreciation calculations due to asset revaluations

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Row	Program Sub-Function GL	Description	Adopted Annual Budget \$	Revised Annual Budget \$	Budget Revision Amount \$	Budget Revision Explanations
338	02110994	Direct Salaries - Recreation Staff - Wyndham Youth and Recreation Centre	(25,661)	(16,290)	9,371	Revised salaries/wages estimates
339	02110996	Administration Salary and Wages Allocated - Wyndham Youth and Recreation Centre	(21,930)	(18,069)	3,861	Amend overhead allocation for revised budget
340	02110997	Salary Overheads - Recreation Staff - Wyndham Youth and Recreation Centre	(3,263)	(2,695)	568	Revised salaries/wages estimates
341	02110998	Admin Overheads Allocated - Wyndham Youth and Recreation Centre	(13,494)	(10,467)	3,027	Amend overhead allocation for revised budget
342	02111009	Agricultural Oval Surrounds Maintenance	(10,053)	0	10,053	Maintenance not required under conditions of lease
343	02111014	Hardcourts Maintenance - Kununurra Grounds	(35,800)	(50,800)	(15,000)	2013/14 works were incomplete and not carried forward into the original budget. Electrical issue required repairs
344	02111096	Administration Salary and Wages Allocated - Kununurra Grounds	(31,500)	(28,152)	3,348	Amend overhead allocation for revised budget
345	02111098	Admin Overheads Allocated - Kununurra Grounds	(19,383)	(16,308)	3,075	Amend overhead allocation for revised budget
346	02111111	Wyndham Sports Oval Maintenance	(37,738)	(85,138)	(47,400)	transfer water costs from 02111310.357 Treated waste-water pump has broken-down. Using scheme water for irrigation
347	02111196	Administration Salary and Wages Allocated - Wyndham Grounds	(9,867)	(13,945)	(4,078)	Amend overhead allocation for revised budget
348	02111198	Admin Overheads Allocated - Wyndham Grounds	(6,071)	(8,078)	(2,007)	Amend overhead allocation for revised budget
349	02111199	Depreciation - Wyndham Grounds	(26,000)	(25,000)	1,000	Revised depreciation calculations due to asset revaluations
350	02111210	Parks and Gardens Maintenance - Kununurra	(1,255,338)	(1,102,985)	152,353	Significant savings made by using Casuals and by extended vacancies. Resources also diverted to other works e.g. road painting. Significant time spent in Wyndham.
351	02111295	Insurance - Kununurra Parks and Gardens	(2,701)	(6,901)	(4,200)	Adjusted for actuals
352	02111296	Administration Salary and Wages Allocated - Kununurra Parks and Gardens	(183,123)	(143,439)	39,684	Amend overhead allocation for revised budget
353	02111298	Admin Overheads Allocated - Kununurra Parks and Gardens	(112,680)	(83,093)	29,587	Amend overhead allocation for revised budget
354	02111310	Parks and Gardens Maintenance - Wyndham	(256,367)	(362,887)	(106,520)	Carried additional staff for longer than anticipated due to the redundancy process; Kununurra crew spent time in Wyndham.
355	02111395	Insurance - Wyndham Parks and Gardens	(3,000)	(4,000)	(1,000)	Adjusted for actuals
356	02111396	Administration Salary and Wages Allocated - Wyndham Parks and Gardens	(37,768)	(45,480)	(7,712)	Amend overhead allocation for revised budget
357	02111398	Admin Overheads Allocated - Wyndham Parks and Gardens	(23,239)	(26,346)	(3,107)	Amend overhead allocation for revised budget
358	02111399	Depreciation - Wyndham Parks and Gardens	(30,000)	(31,000)	(1,000)	Revised depreciation calculations due to asset revaluations
359	021106XX	Kelly's Knob Walking Track	0	(8,500)	(8,500)	Transfer funds from Kununurra Pool Garden Maint - as per February 2015 Council Resolution
360	1114 Television & Radio Re Broadcasting					
361	Expense					
362	02111496	Administration Salary and Wages Allocated - TV & Radio Re-Broadcasting	0	(1,372)	(1,372)	Amend overhead allocation for revised budget
363	02111498	Admin Overheads Allocated - TV & Radio Re-Broadcasting	0	(795)	(795)	Amend overhead allocation for revised budget
364	1115 Libraries					
365	Revenue					
366	01111511	Travel Subsidy SLWA - Libraries	1,708	0	(1,708)	No SLWA grant forthcoming this year.
367	Expense					

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Row	Program Sub-Function GL	Description	Adopted Annual Budget \$	Revised Annual Budget \$	Budget Revision Amount \$	Budget Revision Explanations
368	02111510	Joint Use Contribution - Libraries	(106,426)	(125,930)	(19,504)	Higher tariff on electricity than expected.
369	02111521	Other Expenses - Libraries	(7,700)	(7,950)	(250)	Magazine subscription journals - \$250 for outstanding subscriptions
370	02111531	Visiting Author Program - Libraries	(10,500)	(7,085)	3,415	Finished for this year
371	02111594	Direct Salaries - Libraries	(156,641)	(156,640)	1	Revised salaries/wages estimates
372	02111596	Administration Salary and Wages Allocated - Libraries	(43,070)	(39,392)	3,678	Amend overhead allocation for revised budget
373	02111597	Salary Overheads - Libraries	(27,383)	(25,678)	1,705	Revised salaries/wages estimates
374	02111598	Admin Overheads Allocated - Libraries	(26,502)	(22,819)	3,683	Amend overhead allocation for revised budget
375	1116 Heritage					
376	Expense					
377	02111610	Building Maintenance - Historical Society	(6,410)	(7,010)	(600)	Water use charges higher than normal. Required plumbing contractor to inspect. Water charges have lowered since December
378	02111611	Garden Maintenance - Historical Society	(14,045)	(9,400)	4,645	transfer some labour. There was a contingency here for anticipated retic problems.
379	02111696	Administration Salary and Wages Allocated - Heritage	0	(3,180)	(3,180)	Amend overhead allocation for revised budget
380	02111698	Admin Overheads Allocated - Heritage	0	(1,842)	(1,842)	Amend overhead allocation for revised budget
381	1118 Club Development					
382	Revenue					
383	01111810	Grant Income - Club Development	25,000	0	(25,000)	swap budget with kidsport grant income
384	01111811	Grant Income - KidSport	0	25,000	25,000	Offset by expenditure account 02111813. Balance to be carried fwd to 15/16
385	Expense					
386	02111813	KidSport Expenses - Club Development	(25,000)	(16,000)	9,000	Funding offset by revenue in 01111811. YE Balance to be carried fwd to 15/16
387	02111894	Direct Salaries - Club Development	(40,353)	(25,940)	14,413	Revised salaries/wages estimates
388	02111896	Administration Salary and Wages Allocated - Club Development	(9,009)	(5,256)	3,753	Amend overhead allocation for revised budget
389	02111897	Salary Overheads - Club Development	(3,667)	(4,041)	(374)	Revised salaries/wages estimates
390	02111898	Admin Overheads Allocated - Club Development	(5,543)	(3,045)	2,498	Amend overhead allocation for revised budget
391	1119 Wyndham Community Resource Centre					
392	Expense					
393	02111906	Wyndham Community Resource Centre (CRC) - RIPIA Expenses	0	(28,341)	(28,341)	Spend on grant received in 13/14
394	02111994	Direct Salaries - Wyndham Community Resource Centre (CRC)	(72,513)	(93,280)	(20,767)	Revised salaries/wages estimates
395	02111996	Administration Salary and Wages Allocated - Wyndham Community Resource Centre (CRC)	(12,826)	(16,876)	(4,050)	Amend overhead allocation for revised budget
396	02111997	Salary Overheads - Wyndham Community Resource Centre (CRC)	(10,760)	(11,020)	(260)	Revised salaries/wages estimates
397	02111998	Admin Overheads Allocated - Wyndham Community Resource Centre (CRC)	(7,892)	(9,776)	(1,884)	Amend overhead allocation for revised budget
398	12 Transport					
399	1201 Streets, Roads & Bridges - Non Capital					
400	Expense					
401	02120196	Administration Salary and Wages Allocated - Streets, Roads & Bridges - Non Capital	(573,241)	(782,072)	(208,831)	Amend overhead allocation for revised budget
402	02120198	Admin Overheads Allocated - Streets, Roads & Bridges - Non Capital	(352,729)	(453,047)	(100,318)	Amend overhead allocation for revised budget
403	02120199	Depreciation - Streets, Roads & Bridges - Non Capital	(15,600)	(16,600)	(1,000)	Revised depreciation calculations due to asset revaluations
404	1202 Streets, Roads & Bridges - Maintenance					
405	Revenue					

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Row	Program Sub-Function GL	Description	Adopted Annual Budget \$	Revised Annual Budget \$	Budget Revision Amount \$	Budget Revision Explanations
406	01120216	WANDRRA Funding - Monsoonal Trough and Associated Flooding (10 March 2011)	1,572,836	4,074,000	2,501,164	Budget Adjusted to final claims
407	Expense					
408	02120210	Rural Road Maintenance	(803,872)	(753,872)	50,000	Could make Savings by reducing contractors
409	02120212	Urban Road Maintenance - Kununurra	(590,385)	(490,385)	100,000	Could make Savings by reducing contractors
410	02120230	Monsoonal Trough Flood Event, 6-9 Feb 2014	(644,100)	(3,142,000)	(2,497,900)	Budget Adjusted to final claims
411	02120231	D2 Drain Rehabilitation	(130,865)	(142,575)	(11,710)	transfer \$11.7k from D2 CapEx
412	02120299	Depreciation - Streets, Roads & Bridges - Maintenance	(1,837,951)	(1,895,951)	(58,000)	Capital Projected completed now depreciating
413	1204 Parking Facilities					
414	Expense					
415	02120499	Depreciation - Parking Facilities	(17,000)	(16,000)	1,000	Revised depreciation calculations due to asset revaluations
416	1206 Aerodromes					
417	Revenue					
418	01120711	Passenger Head Tax - East Kimberley Regional Airport	1,530,000	1,482,000	(48,000)	Virgin December figures not included but will still be \$48k lower.
419	01120712	Passenger Screening Fees - East Kimberley Regional Airport	750,000	715,000	(35,000)	Virgin December figures not included but will still be \$35k lower.
420	01120713	Leases - East Kimberley Regional Airport Terminal	227,513	200,513	(27,000)	Car park leases not included but will still be \$27k low.
421	01120714	Leases - East Kimberley Regional Airport Other	0	49,160	49,160	Now separate code
422	01120810	Aircraft Landing Fees - Wyndham Airport	36,000	30,000	(6,000)	Traffic dropping off
423	Expense					
424	02120712	Other Expenses - East Kimberley Regional Airport	(49,300)	(18,400)	30,900	Revised calculations based on actuals
425	02120716	Airport Terminal Building Maintenance - East Kimberley Regional Airport	(252,212)	(205,700)	46,512	Revised calculations based on actuals
426	02120732	Competitive Neutrality Review - East Kimberley Regional Airport	(10,000)	0	10,000	Won't be performed in 14/15
427	02120781	Direct Salaries - Airport Reporting	(239,272)	(207,570)	31,702	Revised salaries/wages estimates
428	02120782	Salary Overheads - Airport Reporting	(35,553)	(34,393)	1,160	Revised salaries/wages estimates
429	02120785	Direct Salaries - Airport Screening and Reporting	(844,542)	(765,520)	79,022	Revised salaries/wages estimates
430	02120786	Salary Overheads - Airport Security and Screening	(97,027)	(91,363)	5,664	Revised salaries/wages estimates
431	02120794	Direct Salaries - East Kimberley Regional Airport	(351,945)	(342,930)	9,015	Revised salaries/wages estimates
432	02120795	Insurance - East Kimberley Regional Airport	(156,187)	(147,787)	8,400	Reduction in Major Airport Owners & Operation Liability premium
433	02120796	Administration Salary and Wages Allocated - East Kimberley Regional Airport	(429,083)	(338,904)	90,179	Amend overhead allocation for revised budget
434	02120797	Salary Overheads - East Kimberley Regional Airport	(57,066)	(53,852)	3,214	Revised salaries/wages estimates
435	02120798	Admin Overheads Allocated - East Kimberley Regional Airport	(264,025)	(196,324)	67,701	Amend overhead allocation for revised budget
436	02120799	Depreciation - East Kimberley Regional Airport	(645,000)	(548,000)	97,000	Revised depreciation calculations due to asset revaluations
437	02120894	Direct Salaries - Wyndham Airport	(25,082)	(28,620)	(3,538)	Revised salaries/wages estimates
438	02120896	Administration Salary and Wages Allocated - Wyndham Airport	(25,148)	(22,260)	2,888	Amend overhead allocation for revised budget
439	02120897	Salary Overheads - Wyndham Airport	(3,001)	(1,524)	1,477	Revised salaries/wages estimates
440	02120898	Admin Overheads Allocated - Wyndham Airport	(15,474)	(12,895)	2,579	Amend overhead allocation for revised budget
441	13 Economic Services					
442	1301 Rural Services					
443	Expense					
444	02130191	Bio Security Expenses Cucumber Green Mottle Mosaic Virus	0	(10,000)	(10,000)	Council Resolution 10827 - funded by transfer from Bio-security Reserve

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Row	Program Sub-Function GL	Description	Adopted Annual Budget \$	Revised Annual Budget \$	Budget Revision Amount \$	Budget Revision Explanations
445	02130196	Administration Salary and Wages Allocated - Rural Services	0	(1,143)	(1,143)	Amend overhead allocation for revised budget
446	02130198	Admin Overheads Allocated - Rural Services	0	(662)	(662)	Amend overhead allocation for revised budget
447	1302 Tourism & Area Promotion					
448	Revenue					
449	01130210	Lease Fee - Visitors Centre	10,500	10,000	(500)	Adjusted for actuals
450	Expense					
451	02130296	Administration Salary and Wages Allocated - Tourism & Area Promotion	(1,571)	(1,376)	195	Amend overhead allocation for revised budget
452	02130298	Admin Overheads Allocated - Tourism & Area Promotion	(967)	(797)	170	Amend overhead allocation for revised budget
453	1303 Building Control					
454	Revenue					
455	01130310	Licences - Building Control	78,000	79,000	1,000	Adjusted for actuals
456	01130311	Fees and Charges (GST Applic) - Building Control	2,423	3,423	1,000	Adjusted for actuals
457	Expense					
458	02130394	Direct Salaries - Building Control	(107,664)	(104,090)	3,574	Revised salaries/wages estimates
459	02130396	Administration Salary and Wages Allocated - Building Control	(22,399)	(18,817)	3,582	Amend overhead allocation for revised budget
460	02130397	Salary Overheads - Building Control	(42,470)	(39,051)	3,419	Revised salaries/wages estimates
461	02130398	Admin Overheads Allocated - Building Control	(13,782)	(10,900)	2,882	Amend overhead allocation for revised budget
462	1306 Other Economic Services					
463	Expense					
464	02130616	Economic Development Grants - Other Economic Services	(27,500)	(35,000)	(7,500)	Transfer from Community Grants
465	02130618	Other Expenses - Other Economic Services	(2,000)	(500)	1,500	Savings - no planned spend, retaining contingency
466	02130694	Direct Salaries - Other Economic Services	(92,506)	(75,230)	17,276	Saving from employee early departure
467	02130696	Administration Salary and Wages Allocated - Other Economic Services	(31,834)	(27,384)	4,450	Amend overhead allocation for revised budget
468	02130697	Salary Overheads - Other Economic Services	(5,702)	(12,650)	(6,948)	Revised salaries/wages estimates
469	02130698	Admin Overheads Allocated - Other Economic Services	(19,588)	(15,863)	3,725	Amend overhead allocation for revised budget
470	14 Other Properties and Services					
471	1402 Public Works Overheads					
472	Revenue					
473	01140210	Private Works Income (GST Applicable)	70,000	160,000	90,000	Includes \$59k from Trust for works undertaken in 2013-14
474	01140212	Subdivision Supervision Income (Planning & Development Act 2005 Div 4. 158)	0	8,100	8,100	Refer to offset in salaries for engineering and technical area
475	Expense					
476	02140110	Private Works - Expenses	(70,000)	(160,000)	(90,000)	Increased to value of private works revenue
477	02140200	Public Works Overheads Allocated - Payroll	1,565,328	1,519,495	(45,833)	Adjusted to recognise savings in Parks and Gardens Maint
478	02140225	Grounds Maintenance - Kununurra Depot	(43,984)	(33,984)	10,000	Depot clean-up
479	02140283	Direct Salaries - Operations	(323,372)	(342,620)	(19,248)	Revised salaries/wages estimates
480	02140284	Salary Overheads - Operations	(47,643)	(52,712)	(5,069)	Revised salaries/wages estimates
481	02140285	Direct Salaries - Outdoor Workforce	(311,397)	(437,780)	(126,383)	Revised salaries/wages estimates
482	02140286	Salary Overheads - Outdoor Workforce	(190,591)	(169,914)	20,677	Revised salaries/wages estimates
483	02140290	Loss on Sale of Assets - Public Works Overheads MUN	0	(293,990)	(293,990)	Write off of building due to fire at Wyndham Depot
484	02140295	Insurance - Public Works Overheads	(22,015)	(21,215)	800	Revised insurance calculations

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485	02140296	Administration Salary and Wages Allocated - Public Works Overheads	(168,745)	(265,198)	(96,453)	Amend overhead allocation for revised budget
486	02140298	Admin Overheads Allocated - Public Works Overheads	(103,833)	(153,627)	(49,794)	Amend overhead allocation for revised budget
487	02140299	Depreciation - Public Works Overheads	(81,000)	(77,000)	4,000	Revised depreciation calculations due to asset revaluations
488	1403 General Administration Overheads					
489	Expense					
490	02040209	Subscriptions and Memberships - Governance	(12,000)	(31,000)	(19,000)	Overspend due to WALGA membership fee increase
491	02040217	Contribution Staff Social Club	(5,000)	(3,000)	2,000	Reduced cost
492	02040244	Integrated Planning Framework (IPF) - Strategic Community Plan Expenses	(18,000)	(8,000)	10,000	Work done in-house rather than engaging a consultant
493	02140396	Administration Salary and Wages Allocated - General Administration Overheads	2,791,598	2,868,619	77,021	Amend overhead allocation for revised budget
494	021403XX	Recruitment & Relocation	0	(107,000)	(107,000)	Increased recruitment and relocation costs due to higher than anticipated vacancies
495	02140410	Building Maintenance - 115 Coolibah - Kununurra Administration	(6,711)	(6,911)	(200)	Payroll inclusion
496	02140416	Building Operating - 115 Coolibah - Kununurra Administration	(13,006)	(20,506)	(7,500)	Initially budgeted in Kununurra Admin Insurance account 02140495
497	02140418	Building Maintenance - 20 Coolibah - New Kununurra Administration	(70,352)	(72,952)	(2,600)	Payroll inclusion
498	02140421	Disposal of Property - Transportable Building - 115 Coolibah Drive	(11,500)	(6,500)	5,000	Adjusted for actuals
499	02140424	Information Services Training	(10,000)	0	10,000	Time and resourcing do not allow training at this time. Carry over to 2015/16
500	02140425	Staff Uniforms	(15,000)	(11,617)	3,383	Revised calculations based on actuals
501	02140426	Corporate Training	(100,000)	(45,000)	55,000	Reduced corporate training allocation required in 14/15. Additional \$22k budgeted in pools for Life Saving training
502	02140490	Loss on Sale of Assets - Kununurra Administration MUN	0	(20,000)	(20,000)	Sale of transportable building
503	02140495	Insurance - Kununurra Administration	(24,039)	(16,539)	7,500	Initial budget included in former admin building account 02140416, the expense is in Operating - 115 Coolibah
504	02140499	Depreciation - Kununurra Administration	(220,000)	(201,000)	19,000	Revised depreciation calculations due to asset revaluations
505	02140510	Building Maintenance - Wyndham Administration	(17,770)	(17,938)	(168)	Payroll inclusion
506	02140594	Direct Salaries - Wyndham Administration	(217,905)	(219,810)	(1,905)	Revised salaries/wages estimates
507	02140597	Salary Overheads - Wyndham Administration	(46,364)	(44,001)	2,363	Revised salaries/wages estimates
508	02140599	Depreciation - Wyndham Administration	(45,000)	(56,000)	(11,000)	Upgrade of CRC and office now depreciating
509	02140621	Development of CAMMS Integration w/ Synergy	(12,000)	0	12,000	Funds not required. Has been prepaid.
510	02140694	Direct Salaries - Information Services	(205,528)	(199,280)	6,248	Revised salaries/wages estimates
511	02140697	Salary Overheads - Information Services	(31,953)	(29,395)	2,558	Revised salaries/wages estimates
512	02140699	Depreciation - Information Services	(170,000)	(123,000)	47,000	Revised depreciation calculations due to asset revaluations
513	02140700	ABC Allocations	1,717,740	1,661,765	(55,975)	Amend overhead allocation for revised budget
514	02140711	Vehicle Expenses - Executive	(80,000)	(50,900)	29,100	Reduced number of vehicles being utilised
515	02140794	Direct Salaries - Executive	(758,439)	(772,450)	(14,011)	Revised salaries/wages estimates
516	02140797	Salary Overheads - Executive	(165,541)	(158,979)	6,562	Revised salaries/wages estimates
517	02141294	Direct Salaries - Customer Service and Records	(221,140)	(205,480)	15,660	Revised salaries/wages estimates
518	02141297	Salary Overheads - Customer Service and Records	(34,570)	(30,891)	3,679	Revised salaries/wages estimates
519	02141394	Direct Salaries - Financial Services	(536,022)	(516,800)	19,222	Revised salaries/wages estimates
520	02141397	Salary Overheads - Financial Services	(83,230)	(74,435)	8,795	Revised salaries/wages estimates
521	02141494	Direct Salaries - Governance	(153,386)	(136,620)	16,766	Revised salaries/wages estimates
522	02141497	Salary Overheads - Governance	(21,468)	(19,020)	2,448	Revised salaries/wages estimates

Shire of Wyndham East Kimberley
Mid-Year Budget Review 2014-15

Detail of Operating Adjustments to Rate Setting Statement

For the year ending 30 June 2015

Row	Program Sub-Function GL	Description	Adopted Annual Budget \$	Revised Annual Budget \$	Budget Revision Amount \$	Budget Revision Explanations
523	02141594	Direct Salaries - Organisational Development	(252,241)	(257,760)	(5,519)	Revised salaries/wages estimates
524	02141597	Salary Overheads - Organisational Development	(63,812)	(61,645)	2,167	Revised salaries/wages estimates
525	02141697	Salary Overheads - Building Maintenance and Cleaning	(10,386)	(9,355)	1,031	Revised salaries/wages estimates
526	02140423	Loan 129 - Administration Building - Interest	(74,461)	0	74,461	Loan funds received later than planned. Adjust GL to correct Sub-Function
527	02040291	Loan 129 - Administration Building - Interest	0	(22,987)	(22,987)	Loan funds received later than planned. Adjust GL to correct Sub-Function
528	1408 Plant Operation					
529	Revenue					
530	01140890	Profit on Sale of Assets - Plant Operation	11,266	0	(11,266)	The ute wont be sold and the Astra sale was a loss. The original budget included the revaluation surplus in the profit calculation
531	Expense					
532	02140890	Loss on Sale of Assets - Plant Operation MUN	0	(30,426)	(30,426)	Write off of 3 items of plant due to fire at Wyndham Depot and loss on sale of Astra
533	02140899	Depreciation - Plant Operation	(600,000)	(558,000)	42,000	Revised depreciation calculations due to asset revaluations
534	1409 Unclassified					
535	Revenue					
536	01140911	Transfer in Long Service Leave Entitlements	0	4,302	4,302	Transfer of entitlements from other local governments for Shire staff members
537	1410 Town Planning Schemes					
538	Expense					
539	02141096	Administration Salary and Wages Allocated - Town Planning Schemes	(1,480)	(1,296)	184	Amend overhead allocation for revised budget
540	02141098	Admin Overheads Allocated - Town Planning Schemes	(911)	(751)	160	Amend overhead allocation for revised budget
541	1418 Engineering and Technical Services					
542	Expense					
543	02140281	Direct Salaries - Engineering and Technical	(479,738)	(485,540)	(5,802)	Revised salaries/wages estimates
544	02140282	Salary Overheads - Engineering and Technical	(72,347)	(75,714)	(3,367)	Revised salaries/wages estimates
545	02141896	Administration Salary and Wages Allocated - Engineering and Technical	(83,512)	(3,543)	79,969	Amend overhead allocation for revised budget
546	02141898	Admin Overheads Allocated - Engineering and Technical	(51,387)	(2,053)	49,334	Amend overhead allocation for revised budget

**Shire of Wyndham East Kimberley
Mid-Year Budget Review 2014-15**

**Detail of Capital Adjustments to Rate Setting Statement
For the year ending 30 June 2015**

Row No.	Description	Adopted Annual Budget \$	Revised Annual Budget \$	Budget Revision Amount \$	Budget Revision Explanations
1	02 Purchase Land and Buildings				
2	04050310 Kununurra Pound	(26,000)	(16,000)	10,000	Programmed for dry season
3	04090120 Purchase of 4x2 House in Kununurra	(20,000)	(12,560)	7,440	Completed - adjusted for actuals
4	04140215 Wyn depot fire damage reinstatement - Buildings	0	(196,000)	(196,000)	Funded by Insurance Claim
5	03 Purchase Infrastructure Assets - Roads				
6	04120210 Kalumburu Road - Re-sheet	(685,213)	(759,221)	(74,008)	Programmed for last quarter
7	04120213 Weaber Plain Road - RRG - Reconstruct	(94,190)	(93,220)	970	Project completed
8	04120223 Road Upgrade Carlton Hill Road	(433,875)	(426,000)	7,875	Programmed for last quarter
9	04120242 Coolibah Drive - Caravan pk & high school	(27,600)	(10,725)	16,875	Completed - adjusted for actuals
10	04120297 Meatworks Road Wyndham - Reconstruct and Seal	(100,000)	0	100,000	Work Deferred to 15/16. No grant available at this time.
11	04120300 Erythrina St - Reconstruct, Seal Pavement & Footpath Re-instate	(376,479)	(375,104)	1,375	Project completed
12	04120318 Asphalt resurfacing program (R2R) - Kununurra town site	(91,346)	(123,600)	(32,254)	Completed - adjusted for actuals
13	04 Purchase Infrastructure Assets - Footpaths				
14	04111229 Whitegum / Wahlarring Park 50th Anniversary Pavers	0	(5,910)	(5,910)	Completed and funded from Trust contributions
15	05 Purchase Infrastructure Assets - Drainage				
16	04120263 Drainage Strategy, Survey, Outlet Sth Hwy to Lilly Lagoon	(28,405)	(7,185)	21,220	Ivanhoe drain not proceeding
17	06 Purchase Infrastructure Assets - Other				
18	040804XX Wyndham Childcare Centre - Koolama St Land swap	0	(13,000)	(13,000)	Excess value of deal to swap Lot 826 for Lot 828 with WA State Government
19	04100115 Kununurra Landfill Site - Liquid Waste Facility	(122,556)	(202,556)	(80,000)	Work still required for completion. There was a problem with the liner.
20	04100116 Kununurra Landfill Site - Storm Water & Bores	(59,435)	(73,000)	(13,565)	reallocation between drilling bore and geohydrology assessment jobs
21	04100127 Geohydro assessment of site - Knx Landfill	(35,000)	(21,435)	13,565	reallocation between drilling bore and geohydrology assessment jobs
22	04100128 Weighbridge - Knx Landfill	(110,250)	0	110,250	Grant not successful, see offset in income
23	04100131 Extend landfill boundary - Knx Landfill	(70,000)	0	70,000	May not be required, if it is will be in 15/16
24	04100132 Glass crushing bunker- Landfill	(30,000)	0	30,000	Not feasible
25	04111015 Agricultural Oval Lighting	0	(295)	(295)	Adjusted for actuals
26	04120730 Reseal Apron - East Kimberley Regional Airport	(99,592)	(74,804)	24,788	Completed - adjusted for actuals
27	04120734 Runway Asphalt Overlay	(250,000)	(300,000)	(50,000)	Programed for the last quarter. 50% funded by RADS
28	04120736 Upgrade Maintenance Area - East Kimberley Regional Airport	(52,387)	(138,900)	(86,513)	Construction of shed - completion of 13/14 project
29	04120740 Airport Runway Extension Assessment and Business Case	(300,000)	(150,000)	150,000	Programed for the last quarter. No application made for a RADS grant.
30	07 Purchase Plant and Equipment				
31	04140812 Light Plant - Purchase Price	(54,962)	(83,462)	(28,500)	Wyndham Ride-On Mower (insurance claim)
32	08 Purchase Furniture and Equipment				
33	04140216 Wyn depot fire damage reinstatement - Furniture	0	(4,000)	(4,000)	Funded by Insurance Claim
34	04140412 Building security - Kununurra Administration	(4,000)	(1,000)	3,000	Installed keyed locks, rather than using electronic proximity locks
35	04140611 Laptop and Desktop Upgrades - Information Technology	(40,000)	(25,000)	15,000	Savings due to remote site PC replacement / Citrix initiative
36	09 Grants/Contributions for Development of Assets				
37	03100130 Weighbridge Grant - Zone *(name to be changed)*	73,500	0	(73,500)	Unsuccessful application for grant..
38	03111218 Whitegum / Wahlarring Park 50th Anniversary Pavers Income	0	5,910	5,910	Contributions transferred from Trust
39	03120214 Road to Recovery Grants	574,000	593,000	19,000	Claim for \$593k, \$8k surplus (restricted carry fwd)
40	03120219 Road Contributions - Meatworks Road Wyndham	100,000	0	(100,000)	Work deferred to 15/16. No grant available at this time.
41	03120710 RADS Funding (Regional Airports Development Scheme)	290,312	165,350	(124,962)	50% funding for Asphalt Overlay \$31k 13/14 + \$300k 14/15

**Shire of Wyndham East Kimberley
Mid-Year Budget Review 2014-15**

Detail of Capital Adjustments to Rate Setting Statement
For the year ending 30 June 2015

Row No.	Description	Adopted Annual Budget \$	Revised Annual Budget \$	Budget Revision Amount \$	Budget Revision Explanations
42	10 Proceeds from Disposal of Assets				
43	03090113 Sale of Boobiialla Housing Kununurra	365,000	0	(365,000)	Decrease in value and slowing property market. Sale unlikely to occur 2014/15 Financial Year
44	031402XX Insurance Claim Revenue	0	200,000	200,000	Insurance Claim for Wyndham Depot Buildings
45	03140401 Sale of Transportable 115 Coolibah Drive MUN	0	10,000	10,000	Cash proceeds from Sale of Transportable Building (ex old admin centre)
46	03140811 Light Plant - Trade Value	4,000	46,403	42,403	Sale of P468 Astra and Insurance Claim for Wyndham Depot Plant
47	03140812 Medium Plant - Trade Value	25,000	0	(25,000)	P490 Toyota Hilux 2011
48	12 Repayment of Debentures				
49	04040295 New Loan - Administration Building - Principal Repayment MUN	(118,909)	(64,837)	54,072	Loan funds received later than planned.
50	04090192 Loan 115 - Staff Housing Loan - Principal Repayment	(15,277)	(12,742)	2,535	
51	14 Transfers to Reserves (Restricted Assets)				
52	04017000 Reserve Interest - Transfer to Reserve	(204,000)	(222,000)	(18,000)	Balances greater than anticipated
53	04017001 Waste Management Reserve - Transfer to Reserve	(54,214)	(213,214)	(159,000)	Recalculation of Waste Management Funding
54	04017002 Airport General Reserve - Transfer to Reserve	(494,124)	(753,861)	(259,737)	Recalculation of Airport Funding
55	04017009 East Kimberley Tourism Reserve - Transfer to Reserve	(10,500)	(10,000)	500	Recalculations of reserve funding arrangements
56	04017010 Foreshore Reserve - Transfer to Reserve	(71,000)	(82,000)	(11,000)	Recalculations of reserve funding arrangements
57	04017017 Child Care Reserve - Transfer to Reserve	(10,500)	(10,700)	(200)	Recalculations of reserve funding arrangements
58	04017026 Goomig Farmlands Road Reserve - Transfer to Reserve	(2,850,000)	(2,890,700)	(40,700)	Increased for interest earnings
59	15 Transfers from Reserves (Restricted Assets)				
60	03017001 Waste Management Reserve - Transfer from Reserve	242,023	202,023	(40,000)	Recalculation of Waste Management Funding
61	03017002 Airport General Reserve - Transfer from Reserve	618,479	682,354	63,875	Recalculation of Airport Funding
62	03017008 Civic Building Reserve - Transfer from Reserve	7,794	7,813	19	Recalculations of reserve funding arrangements
63	03017015 Bio-Security Reserve - Transfer from Reserve	0	10,000	10,000	Recalculations of reserve funding arrangements
64	03017020 Legal Fees - Transfer from Reserve	3,599	3,608	9	Recalculations of reserve funding arrangements
65	03017021 Youth Bus - Transfer from Reserve	19,654	19,701	47	Recalculations of reserve funding arrangements

13.2.4 Review of CP-FIN 3211 Pricing Principles and Pricing Basis Policy for Fees and Charges

DATE:	28/04/2015
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	Shire of Wyndham East Kimberley
AUTHOR:	Natalie Octoman, Director Corporate Services
REPORTING OFFICER:	Natalie Octoman, Director Corporate Services
FILE NO:	FM.05.11
DECLARATION OF INTERESTS:	Nil

PURPOSE

For Council to reconsider adopting the revised CP-FIN 3211 Fees and Charges Pricing Policy prior to their review for the 2015/16 financial year, noting a change in the Policy title.

BACKGROUND

Fees and charges are generally established as part of the annual budget setting process. The 2014/15 financial year was the first year that the Council resolved to apply pricing principles and a pricing basis methodology to ensure fair and reasonable charging to the community for the goods and services that the Shire provides.

At the 24 March 2015 Ordinary Meeting of Council, the Council resolved the following:

COUNCIL DECISION Minute No. 10836

**Moved: Cr K Wright
Seconded: Cr S Cooke**

That item 13.2.3 Review of CP-FIN 3211 Pricing Principles and Pricing Basis Policy for Fees and Charges be deferred to a briefing session for consideration.

Carried Unanimously 8/0

At the 14 April Briefing Session, the Policy was discussed at length, particularly around the principles pertaining to the Kununurra Leisure Centre and the Gymnasium Entry Fees.

The Policy is now being presented for reconsideration.

STATUTORY IMPLICATIONS

***Local Government Act 1995
Part 6, Division 5***

6.16 Imposition of fees and charges

(1) A local government may impose* and recover a fee or charge for any goods and service it provides or proposed to provide, other than a service for which a service charge is imposed.

**** Absolute majority required.***

(2) A fee or charge may be imposed for the following —

- (a) providing the use of, or allowing admission to, any property or facility wholly or partly owned, controlled, managed or maintained by the local government;
- (b) supplying a service or carrying out work at the request of a person;
- (c) subject to section 5.94, providing information from local government records;
- (d) receiving an application for approval, granting an approval, making an inspection and issuing a licence, permit, authorisation or certificate;
- (e) supplying goods;
- (f) such other service as may be prescribed.

- (3) Fees and charges are to be imposed when adopting the annual budget but may be —
- (a) imposed* during a financial year; and
 - (b) amended* from time to time during a financial year.

* Absolute majority required.

6.17 Setting level of fees and charges

- (1) In determining the amount of a fee or charge for a service or for goods a local government is required to take into consideration the following factors —
- (a) the cost to the local government of providing the service or goods; and
 - (b) the importance of the service or goods to the community; and
 - (c) the price at which the service or goods could be provided by an alternative provider.

6.18. Effect of other written laws

- (1) If the amount of a fee or charge for a service or for goods is determined under another written law a local government may not —
- (a) determine an amount that is inconsistent with the amount determined under the other written law; or
 - (b) charge a fee or charge in addition to the amount determined by or under the other written law.
- (2) A local government is not to impose a fee or charge for a service or goods under this Act if the imposition of a fee or charge for the service or goods is prohibited under another written law.

6.19. Local government to give notice of fees and charges

If a local government wishes to impose any fees or charges under this Subdivision after the annual budget has been adopted it must, before introducing the fees or charges, give local public notice of —

- (a) its intention to do so; and
- (b) the date from which it is proposed the fees or charges will be imposed.

POLICY IMPLICATIONS

The current CP-FIN 3211 Pricing Principles and Pricing Basis Policy for Fees and Charges will be amended to change the title into one that is easier for the community and staff to reference, along with some other minor changes.

FINANCIAL IMPLICATIONS

The application of the Policy and associated financial impacts are unclear at this stage of the budget process. Any significant changes will be identified as part of the revised fees and charges that will be presented to the Council for adoption at a later stage in the process.

STRATEGIC IMPLICATIONS

Strategic Community Plan 2012-2022

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 1.4.2: Improve the efficiency and productivity of Shire services

Strategy 1.4.3: Maintain Council's long term financial viability

COMMUNITY ENGAGEMENT

- Shire of Wyndham East Kimberley Executive Management Team and Staff
- Shire of Wyndham East Kimberley Elected Members at the 14 April 2015 Briefing
- Section 6.19 of the *Local Government Act 1995* outlines the requirements for the Shire to provide local public notice of fees and charges.

COMMENT

The Policy has been revised with only minor changes to ensure correct legislation is referenced and the goods and services and their pricing basis are still relevant. There have also been 3 (three) new types of services incorporated to ensure they are clearly outlined to the community in terms of the pricing basis that will be utilised, being:

5. Professional Staff Time – Private Benefit – Full Cost Recovery
6. Site Inspections – Private Benefit – Full Cost Recovery
7. Plant Hire – Private Benefit – Full Cost Recovery + Possible Mark-Up

At the 14 April briefing, Leisure Centre Entry Fees and the Gymnasium Entry Fees were discussed in relation to whether the private benefit principle applied, resulting in an eventual transition to full cost recovery plus possible mark up and possible future consideration in terms of the costing basis, would ever be realised. This was a question not only in terms of whether it would be realised, but also whether the Council would ever consider charging such a high amount for something that was considered to be truly, a community benefit.

The outcome of the discussions indicated that the fees would not transition to recognise the full cost of providing the service to the community without the fees being considered exorbitant and would therefore prohibit community members from utilising the service. Accordingly, the principles applied to these fees have been reflected as shared benefit, recognising a partial cost recovery pricing basis.

The Policy makes for good governance in that it provides the community with some transparency as to what factors are considered when the Council reviews its annual fees and charges, and also provides some clear guidance for officers as to what principles need to be considered when recommending fees and charges for goods or services.

ATTACHMENTS

Attachment 1 - CP-FIN 3211 Fees and Charges Pricing Policy (*Reviewed*)

Attachment 2 – CP-FIN 3211 Pricing Principles and Pricing Basis Policy for Fees and Charges (*Current*)

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council:

1. Adopts the revised CP-FIN 3211 Fees and Charges Pricing Policy noting the change in title from the former "Pricing Principles and Pricing Basis Policy for Fees and Charges; and
2. Notes that the Policy will be utilised in part for the review of fees and charges associated with not only the 2015/16 budget process but also the revision of the Long Term Financial Plan.

COUNCIL DECISION

Minute No. 10890

Moved: Cr G Taylor

Seconded: Cr B Robinson

1. **Adopts the revised CP-FIN 3211 Fees and Charges Pricing Policy noting the change in title from the former "Pricing Principles and Pricing Basis Policy for Fees and Charges; and**
2. **Notes that the Policy will be utilised in part for the review of fees and charges associated with not only the 2015/16 budget process but also the revision of the Long Term Financial Plan.**

Carried Unanimously 8/0



POLICY NO	CP-FIN 3211	
POLICY	Fees and Charges Pricing Policy	
RESPONSIBLE DIRECTORATE	Corporate Services	
RESPONSIBLE OFFICER	Director Corporate Services	
COUNCIL ADOPTION	Date: 28/01/2014	Resolution No: 10293
REVIEWED/MODIFIED	Date: 28/05/2015	Resolution No:
	Date:	Resolution No:
REVIEW DUE	Date: May 2019	
LEGISLATION	<i>Local Government Act 1995 – Sections 6.16, 6.17, 6.18; A New Tax System (Goods and Services Tax) Act 1999; A New Tax System (Goods and Services Tax) (Exempt Taxes, Fees and Charges) Determination 2011 (No. 1);</i>	
RELATED POLICIES	Competition Principles Agreement – 11 April 1995 (As amended to 13 April 2007) – <i>Currently under review by the Australian Government.</i>	
RELATED PROCEDURES	Fees and Charges Review Guidelines	

PURPOSE:

The purpose of this policy is for the Council to ensure that the Shire's fees and charges are determined utilising key principles that ensure fair and reasonable charging to the community for the goods and services that the Shire provides.

DEFINITION:

All definitions are provided within the text of this document.

POLICY STATEMENTS:

The pricing principles and pricing basis are to apply to all fees and charges where possible, or unless legislation determines otherwise.

The Council will consider the following principles when imposing fees and charges:

1. Cost Reflective Pricing and Future Considerations
2. Community Expectations or Values
3. Comparison with Alternative Provider
4. Equity
5. Removal of Cross Subsidies
6. Predictability
7. Administrative Simplicity
8. Compliance with the *Trade Practices Act 1974* and the National Competition Policy requirements

1. COST REFLECTIVE PRICING AND FUTURE CONSIDERATIONS

Fees and charges have important implications for resource allocation and value for money for the community. Cost reflective pricing can help ensure the Council's resources are best utilised to meet its community needs.

Section 6.17(1)(a) of the *Local Government Act 1995* requires the Council to consider "the cost to the local government of providing the service or goods". The Council will therefore consider the income anticipated from the imposition of the charge and the anticipated expenditure of administering the service.

Full cost recovery includes those costs both directly and indirectly associated with providing the good or service including capital costs (Examples of direct and indirect cost components are outlined in Table A below). Council's view is that full cost recovery, where appropriate, also contributes to achieving allocative efficiency – where resources are optimally allocated to benefit society and where the value consumers place on a good or service equals the cost of production.

Council may also consider the future plans for the services that are being provided, particularly in relation to assets including facilities, and consider the impact of asset management costs in the future.

The *Local Government Act 1995*, section 6.17(3) states that "the basis for determining a fee or charge is not to be limited to the cost of providing the service or goods..." other than in particular circumstances, therefore allowing for fees and charges to be in excess of full cost recovery.

To this end, section 6.17(2) of the *Local Government Act 1995* also provides that "a higher fee or charge or additional fee or charge may be imposed for an expedited service or supply of goods if it is requested that the service or goods be provided urgently."

Council will consider these options in determining the fees or charges to be imposed taking into account the situation that may surround the matter (eg. Additional labour hours may be required to provide the expedited service).

Table A

COMPONENTS OF COST		
TYPE OF COST	CATEGORIES	EXAMPLES
Indirect		
Costs that are not directly attributable to an activity – often referred to as overheads	Administrative Expenses	<ul style="list-style-type: none"> • Cost of printing the annual report
	Capital	<ul style="list-style-type: none"> • Computers for corporate staff • Furniture for corporate office
	Materials and Supplies	<ul style="list-style-type: none"> • Stationery used by corporate services staff
	Labour	<ul style="list-style-type: none"> • Remuneration of corporate staff

Direct		
Costs that can be readily and unequivocally attributed to a service or activity because they are incurred exclusively for that particular product/activity	Capital	<ul style="list-style-type: none"> • Depreciation or lease costs of specific-purpose buildings, vehicles, computers, and other equipment used directly in delivering services
	Administrative Expenses	<ul style="list-style-type: none"> • Transport, accommodation and meal expenses for service delivery staff • service-related publications
	Materials and Supplies	<ul style="list-style-type: none"> • Spare parts, inventory, fuel
	Labour	<ul style="list-style-type: none"> • Salaries and wages of 'works unit' employees, payments to contractors and service providers

Source: Victorian Auditor-General's Office.

2. COMMUNITY EXPECTATIONS OR VALUES

Each community member or group clearly places a "value" or level of importance on the goods and services that the Shire provides. This "value" will be dependent upon the strength of the benefits that it provides to the community member or group.

Section 6.17(1)(b) of the *Local Government Act 1995* requires the Shire to take into consideration "*the importance of the service or goods to the community*" in determining the amount of a fee or charge for a service or goods.

Council will continue to work with the community to ascertain their views on the importance of services or goods provided to the community.

3. COMPARISON WITH EXTERNAL PROVIDER

A comparison of fees and charges that are imposed by other Council's and service providers will be undertaken where possible.

4. EQUITY

Under the 'user pays' principle, the community should pay according to the level of benefits accrued to them. The Council has considered the following four levels of benefit that will be used when determining the pricing basis.

1. Public Benefit – the service provides a broad community benefit.
2. Private Benefit – the service benefits particular users making a contribution to their individual income, welfare or profits generally without any broader benefits to the community.
3. Shared Benefit – the service provides both community benefits and a private benefit.
4. Regulatory – fee or charge that is fixed by legislation.

5. REMOVAL OF CROSS SUBSIDIES

Cross subsidies exist where the price charged for one service is set below its cost and the price charged for another service is set above its cost to the extent that the overall costs are recovered.

Cross subsidies distort pricing causing an inefficient allocation of resources, and are not considered the most efficient way to achieve equity or efficient practices.

Where possible, Council will minimise cross subsidies between services or groups of consumers.

6. PREDICTABILITY

The fees and charges will be reviewed and adopted by Council at a minimum of 3 months prior to their commencement, where possible. This will ensure that the community has knowledge and certainty of the fees and charges which will allow the community to make more informed decisions.

7. ADMINISTRATIVE SIMPLICITY

The charging of fees and charges will be simple to administer therefore minimising administrative costs, while ensuring compliance with the applicable legislation.

8. COMPLIANCE WITH THE *TRADE PRACTICES ACT 1974* AND THE NATIONAL COMPETITION POLICY

The National Competition Policy competitive neutrality reforms are focused on the significant business activities of all local governments. The *Local Government Act 1995* only requires the application of full cost pricing to council business activities having a turnover in excess of \$200,000. Even then, competitive neutrality is only to be applied to the extent it can be demonstrated the benefits of implementation outweigh the costs.

The aim of the National Competition Policy is to create a level playing field by requiring Councils to adjust their service prices to neutralise any competitive advantages when competing with the private sector.

Council will consider the requirements of the *Trade Practices Act 1974* and the National Competition Policy when determining fees and charges associated with its significant business activities.

OUTCOMES

The principles have been applied, and the benefits have been allocated a pricing basis by the Council as a guide in setting fees and charges.

Benefits and Pricing Basis Used by the Shire

Benefits	Pricing Basis
1. Public Benefit – service provides a broad community benefit and therefore full cost recovery should not apply. Partial cost recovery could apply in some circumstances.	Zero to partial cost recovery
2. Private Benefit – service benefits particular users making a contribution to their individual income, welfare or profits generally without any broader benefits to the community.*	Full Cost Recovery
3. Shared Benefit – service provides both community benefits and a private benefit.	Partial Cost Recovery
4. Regulatory – fee or charge fixed by legislation	100% of Regulatory Fee or Charge

** Note that for the Private Benefit Category, 3 additional Pricing Basis classifications may be considered by Council being:*

- 1. Full Cost Recovery + Possible Mark Up*
- 2. Full Cost Recovery + Possible Future Consideration*
- 3. Full Cost Recovery + Possible Mark Up and/or Possible Future Consideration*

Application of Pricing Basis to Good & Services

Service	Principle	Basis of Cost
Rates Enquiries	Private Benefit	Full Cost Recovery
Professional Staff Time	Private Benefit	Full Cost Recovery + Possible Mark Up
Number Plates	Private Benefit	Full Cost Recovery
Photocopying	Private Benefit	Full Cost Recovery
Sale of List of Owner/Occupiers and Council Minutes/Agendas	Private Benefit	Full Cost Recovery
Other Council Publications (ie. rate books, Local Laws, Tender documents etc)	Private Benefit	Full Cost Recovery
Dog Pound	Shared Benefit	Partial Cost Recovery
Dog Tags	Shared Benefit	Partial Cost Recovery
Dog Registration and Infringements	Regulatory	100% of Regulatory Fee or Charge
Dog Seizure Fees	Private Benefit	Full Cost Recovery
Cat Pound	Shared Benefit	Partial Cost Recovery
Cat Registration and Infringements	Regulatory	100% of Regulatory Fee or Charge
Cat Seizure Fees	Private Benefit	Full Cost Recovery
Towing and Poundage Charges	Private Benefit	Full Cost Recovery
Road Closures and Traffic Management	Shared Benefit	Partial Cost Recovery
Bushfire Infringements	Regulatory	100% of Regulatory Fee or Charge
Caravan Parks & Camping Grounds	Regulatory	100% of Regulatory Fee or Charge
Building Control (applications, licences, levies etc)	Regulatory	100% of Regulatory Fee or Charge
Building Control – Private Certification	Private Benefit	Full Cost Recovery
Signage Approvals	Private Benefit	Full Cost Recovery
Deposits and Bonds	Private Benefit	Full Cost Recovery
Water Charges – Non Commercial	Shared Benefit	Partial Cost Recovery

Service	Principle	Basis of Cost
Water Charges – Commercial	Private Benefit	Full Cost Recovery
Food Registrations, Applications and Other Charges	Private Benefit	Full Cost Recovery
Development Applications	Regulatory	100% of Regulatory Fee or Charge
Subdivision Applications	Regulatory	100% of Regulatory Fee or Charge
Private Works	Private Benefit	Full Cost Recovery + Possible Mark Up
Site Inspections	Private Benefit	Full Cost Recovery + Possible Mark Up
Plant Hire	Private Benefit	Full Cost Recovery + Possible Mark Up
Rubbish Charges	Private Benefit	Full Cost Recovery
Landfill Charges	Private Benefit	Full Cost Recovery + Possible Future Consideration
Cemetery Fees	Private Benefit	Full Cost Recovery
Civic Centre	Shared Benefit	Zero to full cost recovery depending on usage
Trading in Thoroughfares and Public Places	Private Benefit	Full Cost Recovery
Sport Association Ground Hire	Shared Benefit	Partial Cost Recovery
Casual Ground Hire	Shared Benefit	Partial Cost Recovery
Library	Shared Benefit	Partial Cost Recovery
Airport	Private Benefit	Full Cost Recovery + Possible Future Consideration
Non Sporting Activity Facility Hire – Non Commercial	Shared Benefit	Partial Cost Recovery
Non Sporting Activity Facility Hire – Commercial	Private Benefit	Full Cost Recovery
Sporting Activity Facility Hire – Non Commercial	Shared Benefit	Partial Cost Recovery
Sporting Activity Facility Hire – Commercial	Private Benefit	Full Cost Recovery
Cleaning Charges	Private Benefit	Full Cost Recovery

Service	Principle	Basis of Cost
Gymnasium Entry Fees	Shared Benefit	Partial Cost Recovery
Swimming Complex Entry Fees	Shared Benefit	Partial Cost Recovery
Leisure Centre Entry Fees	Shared Benefit	Partial Cost Recovery
Kiosk Sales at Leisure Centre	Private Benefit	Full Cost Recovery + Possible Mark Up
Leasing – Commercial	Private Benefit	Full Cost Recovery
Leasing – Community	Shared Benefit	Partial Cost Recovery

GST Disclaimer

A goods and services tax (GST) applies to a number of goods and/or services supplied by the Shire. In accordance with the new tax legislation the prices shown for goods and/or services are the GST inclusive price.

Some goods and/or services supplied by the Shire have been declared “GST free” or excluded under Division 81 of the legislation. Those goods and /or services which are “GST free” or excluded from GST are indicated in the Schedule of Fees and Charges as GST not applying.

The Shire reviews all fees to determine if they are subject to GST. If a fee is subsequently proven not to be subject to GST, then that fee will be amended by reducing the GST to nil. Conversely if the Shire is advised that a fee which is shown as being not subjected to GST becomes subject to GST then the fee will be increased but only to the extent of the GST.

EXPLANATORY NOTES:

BACKGROUND

Fees and charges are important to ratepayers and to the users of services. From a ratepayer’s viewpoint, fee revenue supplements, and therefore ought to reduce, the rate burden. If fees and charges revenue do not keep pace with increases in the cost of service provision, or if fees are set only to partially recover costs, then the cost burden can fall back onto the ratepayer.

From the service user’s viewpoint, the fee or charge acts as a price signal about the cost and value of resources used to produce the service. It also creates a user expectation that appropriate service standards will be set and met.

The *Local Government Act 1995*, section 6.16 provides a local government with the power to impose and recover a fee or charge for any goods or service it provides or proposes to provide, other than a service for which a service charge is imposed.

In determining the amount of a fee or charge for a service or for goods, the Council, in accordance with section 6.17 of the *Local Government Act 1995*, must take into account:

- (a) *The cost to the local government of providing the service or goods; and*
- (b) *The importance of the service or goods to the community; and*
- (c) *The price at which the service or goods could be provided by an alternative provider.*

The additional principles contained in this Policy are to ensure that there is a reasonable approach utilised when developing the fees and charges that the Shire charges to the community. This approach is also equitable and transparent where the community can refer to these principles and better understand the reasoning behind why fees have been established the way they are.

TRANSITIONARY PERIOD

A number of the pricing principles will be difficult to achieve in their entirety and to their full extent in time for the adoption of the annual budget.

Council therefore commits to continuously working through these principles.

RISK:

Risk: Inability to fund the infrastructure gap.

Control: Develop LTFFP to ensure critical assets maintained in Annual Budgets.

Risk: Failure to comply with legislative requirements leading to damage of reputation and/or financial loss.

Control: Review policies and procedures in accordance with review schedule.



PRICING PRINCIPLES AND PRICING BASIS POLICY FOR FEES AND CHARGES

OBJECTIVE:

Statement of intent

Council acknowledges that there are competing priorities of community service obligations, maintaining infrastructure and ensuring that ratepayers are not unduly burdened. However, financial resources, largely comprised of rate revenue, are limited. Therefore, the Pricing Principles and Pricing Basis Policy for Fees and Charges seeks to ensure that the Shire's fees and charges are determined utilising key principles that ensure fair and reasonable charging to the community for the goods and services that the Shire provides, therefore seeking the appropriate balance between these priorities.

POLICY:

Scope & Limitations

The pricing principles and pricing basis are to apply to all fees and charges where possible, or unless legislation determines otherwise.

The applicable legislation in reference to possible limitations includes section 6.17(3) of the Local Government Act 1995 which states that:-

- (3) The basis for determining a fee or charge is not to be limited to the cost of providing the service or goods other than a service —*
 - (a) under section 5.96; or*
 - (b) under section 6.16(2)(d); or*
 - (c) prescribed under section 6.16(2)(f), where the regulation prescribing the service also specifies that such a limit is to apply to the fee or charge for the service.*
- (4) Regulations may —*
 - (a) prohibit the imposition of a fee or charge in prescribed circumstances; or*
 - (b) limit the amount of a fee or charge in prescribed circumstances.*

Section 6.18 of the Local Government Act 1995 also states that:-

- (1) If the amount of a fee or charge for a service or for goods is determined under another written law a local government may not —*
 - (a) determine an amount that is inconsistent with the amount determined under the other written law; or*
 - (b) charge a fee or charge in addition to the amount determined by or under the other written law.*

- (2) *A local government is not to impose a fee or charge for a service or goods under this Act if the imposition of a fee or charge for the service or goods is prohibited under another written law.*

Background

Fees and charges are important to ratepayers and to the users of services. From a ratepayer's viewpoint, fee revenue supplements, and therefore ought to reduce, the rate burden. If fees and charges revenue do not keep pace with increases in the cost of service provision, or if fees are set only to partially recover costs, then the cost burden can fall back onto the ratepayer.

From the service user's viewpoint, the fee or charge acts as a price signal about the cost and value of resources used to produce the service. It also creates a user expectation that appropriate service standards will be set and met.

The Local Government Act 1995, section 6.16 provides a local government with the power to impose and recover a fee or charge for any goods or service it provides or proposes to provide, other than a service for which a service charge is imposed.

In determining the amount of a fee or charge for a service or for goods, the Council, in accordance with section 6.17 of the Local Government Act 1995, must take into account:

- (a) The cost to the local government of providing the service or goods; and*
- (b) The importance of the service or goods to the community; and*
- (c) The price at which the service or goods could be provided by an alternative provider.*

The additional principles contained in this Policy are to ensure that there is a reasonable approach utilised when developing the fees and charges that the Shire charges to the community. This approach is also equitable and transparent where the community can refer to these principles and better understand the reasoning behind why fees have been established the way they are.

Guiding Statement

The Council will consider the following principles when imposing fees and charges:

1. *Cost Reflective Pricing and Future Considerations*
2. *Community Expectations or Values*
3. *Comparison with Alternative Provider*
4. *Equity*
5. *Removal of Cross Subsidies*
6. *Predictability*
7. *Administrative Simplicity*
8. *Compliance with the Trade Practices Act 1975 and the National Competition Policy requirements*

1. COST REFLECTIVE PRICING AND FUTURE CONSIDERATIONS

Fees and charges have important implications for resource allocation and value for money for the community. Cost reflective pricing can help ensure the Council's resources are best utilised to meet its community needs.

Section 6.17(1)(a) of the Local Government Act 1995 requires the Council to consider "the cost to the local government of providing the service or goods". The Council will therefore consider the income anticipated from the imposition of the charge and the anticipated expenditure of administering the service.

Full cost recovery includes those costs both directly and indirectly associated with providing the good or service including capital costs (Examples of direct and indirect cost components are outlined in Table A below). Council's view is that full cost recovery, where appropriate, also contributes to achieving allocative efficiency – where resources are optimally allocated to benefit society and where the value consumers place on a good or service equals the cost of production.

Council may also consider the future plans for the services that are being provided, particularly in relation to assets including facilities, and consider the impact of asset management costs in the future.

The Local Government Act 1995, section 6.17(3) states that "the basis for determining a fee or charge is not to be limited to the cost of providing the service or goods..." other than in particular circumstances, therefore allowing for fees and charges to be in excess of full cost recovery.

To this end, section 6.17(2) of the Local Government Act 1995 also provides that "a higher fee or charge or additional fee or change may be imposed for an expedited service or supply of goods if it is requested that the service or goods be provided urgently."

Council will consider these options in determining the fees or charges to be imposed taking into account the situation that may surround the matter (eg. Additional labour hours may be required to provide the expedited service).

Table A

COMPONENTS OF COST		
TYPE OF COST	CATEGORIES	EXAMPLES
Indirect		
<i>Costs that are not directly attributable to an activity – often referred to as overheads</i>	<i>Capital</i>	<ul style="list-style-type: none"> • Computers for corporate staff • Depreciation or lease of 'corporate' office buildings
	<i>Administrative Expenses</i>	<ul style="list-style-type: none"> • Cost of printing the annual report
	<i>Materials and Supplies</i>	<ul style="list-style-type: none"> • Stores and stationery used by corporate services staff
	<i>Labour</i>	<ul style="list-style-type: none"> • Chief Executive Officer and Director's remuneration
Direct		
<i>Costs that can be readily and unequivocally attributed to a service or activity because they are incurred exclusively for that particular product/activity</i>	<i>Capital</i>	<ul style="list-style-type: none"> • Depreciation or lease costs of specific-purpose buildings, vehicles, computers, and other equipment used directly in delivering services
	<i>Administrative Expenses</i>	<ul style="list-style-type: none"> • Transport, accommodation and meal expenses for service delivery staff service-related publications
	<i>Materials and Supplies</i>	<ul style="list-style-type: none"> • Spare parts, inventory, fuel
	<i>Labour</i>	<ul style="list-style-type: none"> • Salaries and wages of 'works unit' employees, payments to contractors and service providers

Source: Victorian Auditor-General's Office.

2. COMMUNITY EXPECTATIONS OR VALUES

Each community member or group clearly places a “value” or level of importance on the goods and services that the Shire provides. This “value” will be dependent upon the strength of the benefits that it provides to the community member or group.

Section 6.17(1)(b) of the Local Government Act 1995 requires the Shire to take into consideration “the importance of the service or goods to the community” in determining the amount of a fee or charge for a service or goods.

Council will continue to work with the community to ascertain their views on the importance of services or goods provided to the community.

3. COMPARISON WITH EXTERNAL PROVIDER

A comparison of fees and charges that are imposed by other Council’s and service providers will be undertaken where possible.

4. EQUITY

Under the ‘user pays’ principle, the community should pay according to the level of benefits accrued to them. The Council has considered the following four levels of benefit that will be used when determining the pricing basis.

- 1. Public Benefit – the service provides a broad community benefit.*
- 2. Private Benefit – the service benefits particular users making a contribution to their individual income, welfare or profits generally without any broader benefits to the community.*
- 3. Shared Benefit – the service provides both community benefits and a private benefit.*
- 4. Regulatory – fee or charge that is fixed by legislation.*

5. REMOVAL OF CROSS SUBSIDIES

Cross subsidies exist where the price charged for one service is set below its cost and the price charged for another service is set above its cost to the extent that the overall costs are recovered.

Cross subsidies distort pricing causing an inefficient allocation of resources, and are not considered the most efficient way to achieve equity or efficient practices.

Where possible, Council will minimise cross subsidies between services or groups of consumers.

6. PREDICTABILITY

The fees and charges will be reviewed and adopted by Council at a minimum of 3 months prior to their commencement, where possible. This will ensure that the community has knowledge and certainty of the fees and charges which will allow the community to make more informed decisions.

7. ADMINISTRATIVE SIMPLICITY

The charging of fees and charges will be simple to administer therefore minimising administrative costs, while ensuring compliance with the applicable legislation.

8. COMPLIANCE WITH THE TRADE PRACTICES ACT 1974 AND THE NATIONAL COMPETITION POLICY

The National Competition Policy competitive neutrality reforms are focused on the significant business activities of all local governments. The Local Government Act 1993 only requires the application of full cost pricing to council business activities having a turnover in excess of \$200,000. Even then, competitive neutrality is only to be applied to the extent it can be demonstrated the benefits of implementation outweigh the costs.

The aim of the National Competition Policy is to create a level playing field by requiring Councils to adjust their service prices to neutralise any competitive advantages when competing with the private sector, such as the airport and landfill operations.

Council will consider the requirements of the Trade Practices Act 1974 and the National Competition Policy when determining fees and charges associated with its significant business activities.

Outcomes

The principles have been applied, and the benefits have been allocated a pricing basis by the Council as a guide in setting fees and charges.

Benefits and Pricing Basis Used by the Shire

Benefits	Pricing Basis
1. Public Benefit – service provides a broad community benefit and therefore full cost recovery should not apply. Partial cost recovery could apply in some circumstances.	Zero to partial cost recovery
2. Private Benefit – service benefits particular users making a contribution to their individual income, welfare or profits generally without any broader benefits to the community.*	Full Cost Recovery
3. Shared Benefit – service provides both community benefits and a private benefit.	Partial Cost Recovery
4. Regulatory – fee or charge fixed by legislation	100% of Regulatory Fee or Charge

** Note that for the Private Benefit Category, 3 additional Pricing Basis classifications may be considered by Council being:*

- 1. Full Cost Recovery + Possible Mark Up*
- 2. Full Cost Recovery + Possible Future Consideration*
- 3. Full Cost Recovery + Possible Mark Up and/or Possible Future Consideration*

Application of Pricing Basis to Good & Services

Service	Principle	Basis of Cost
Rates Enquiries	Private Benefit	Full Cost Recovery
Number Plates	Private Benefit	Full Cost Recovery
Photocopying	Private Benefit	Full Cost Recovery
Sale of List of Owner/Occupiers and Council Minutes/Agendas	Private Benefit	Full Cost Recovery
Other Council Publications (ie. rate books, Local Laws, Tender documents etc)	Private Benefit	Full Cost Recovery
Dog Pound	Shared Benefit	Partial Cost Recovery
Dog Tags	Shared Benefit	Partial Cost Recovery
Dog Registration and Infringements	Regulatory	100% of Regulatory Fee or Charge
Dog Seizure Fees	Private Benefit	Full Cost Recovery
Cat Pound	Shared Benefit	Partial Cost Recovery
Cat Registration and Infringements	Regulatory	100% of Regulatory Fee or Charge
Cat Seizure Fees	Private Benefit	Full Cost Recovery
Towing and Poundage Charges	Private Benefit	Full Cost Recovery
Road Closures and Traffic Management	Shared Benefit	Partial Cost Recovery
Bushfire Infringements	Regulatory	100% of Regulatory Fee or Charge
Caravan Parks & Camping Grounds	Regulatory	100% of Regulatory Fee or Charge
Building Control (applications, licences, levies etc)	Regulatory	100% of Regulatory Fee or Charge
Building Control – Private Certification	Private Benefit	Full Cost Recovery
Signage Approvals	Private Benefit	Full Cost Recovery
Deposits and Bonds	Private Benefit	Full Cost Recovery
Water Charges – Non Commercial	Shared Benefit	Partial Cost Recovery
Water Charges – Commercial	Private Benefit	Full Cost Recovery
Food Registrations, Applications and Other Charges	Private Benefit	Full Cost Recovery

Service	Principle	Basis of Cost
Development Applications	Regulatory	100% of Regulatory Fee or Charge
Subdivision Applications	Regulatory	100% of Regulatory Fee or Charge
Private Works	Private Benefit	Full Cost Recovery + Possible Mark Up
Rubbish Charges	Private Benefit	Full Cost Recovery
Landfill Charges	Private Benefit	Full Cost Recovery + Possible Future Consideration
Cemetery Fees	Private Benefit	Full Cost Recovery
Civic Centre	Shared Benefit	Zero to full cost recovery depending on usage
Trading in Thoroughfares and Public Places	Private Benefit	Full Cost Recovery
Sport Association Ground Hire	Shared Benefit	Partial Cost Recovery
Casual Ground Hire	Shared Benefit	Partial Cost Recovery
Library	Shared Benefit	Partial Cost Recovery
Airport	Private Benefit	Full Cost Recovery + Possible Future Consideration
Child Care	Shared Benefit	Partial Cost Recovery
Non Sporting Activity Facility Hire – Non Commercial	Shared Benefit	Partial Cost Recovery
Non Sporting Activity Facility Hire – Commercial	Private Benefit	Full Cost Recovery
Sporting Activity Facility Hire – Non Commercial	Shared Benefit	Partial Cost Recovery
Sporting Activity Facility Hire – Commercial	Private Benefit	Full Cost Recovery
Cleaning Charges	Private Benefit	Full Cost Recovery
Gymnasium Entry Fees	Private Benefit	Full Cost Recovery + Possible Mark Up and/or Possible Future Consideration
Swimming Complex Entry Fees	Shared Benefit	Partial Cost Recovery
Leisure Centre Entry Fees	Private Benefit	Full Cost Recovery + Possible Mark Up and/or Possible Future Consideration
Kiosk Sales at Leisure Centre	Private Benefit	Full Cost Recovery + Possible Mark Up
Leasing – Commercial	Private Benefit	Full Cost Recovery

Service	Principle	Basis of Cost
Leasing – Community	Shared Benefit	Partial Cost Recovery

GST Disclaimer

A goods and services tax (GST) applies to a number of goods and/or services supplied by the Shire. In accordance with the new tax legislation the prices shown for goods and/or services are the GST inclusive price.

Some goods and/or services supplied by the Shire have been declared “GST free” or excluded under Division 81 of the legislation. Those goods and /or services which are “GST free” or excluded from GST are indicated in the Schedule of Fees and Charges as GST not applying.

The Shire is currently reviewing all fees to determine if they are subject to GST. If a fee is subsequently proven not to be subject to GST, then that fee will be amended by reducing the GST to nil. Conversely if the Shire is advised that a fee which is shown as being not subjected to GST becomes subject to GST then the fee will be increased but only to the extent of the GST.

Transitional Period

A number of the pricing principles will be difficult to achieve in their entirety and to their full extent in time for the adoption of the 2014/15 Annual Budget.

Council therefore commits to continuously working through these principles over the coming year.

GOVERNANCE REFERENCES

Statutory Compliance	<i>Local Government Act, Part 6, Division 5, Subdivision 2 – Fees and Charges</i>
Industry Compliance	<i>N/A</i>
Organisational Compliance	<i>N/A</i>
Process Links	<i>Annual Budget Process</i>

POLICY ADMINISTRATION

Directorate		Officer Title		Contact:	
<i>Corporate Services</i>		<i>Director Corporate Services</i>		Ext: 121	
Date Effective	01/07/2014	CEO Approved			
Date Adopted	28/01/2014	Last Reviewed	08/01/2014		
Risk Rating	Low	Review Cycle	Annual	Next Due	28/01/2015
Organisational Compliance	N/A				
Process Links	Annual Budget Process				

13.2.5 Adoption of 2015/16 Elected Member Allowances and Fees and Charges

DATE:	28/04/2015
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	Shire of Wyndham East Kimberley
AUTHOR:	Natalie Octoman, Director Corporate Services
REPORTING OFFICER:	Natalie Octoman, Director Corporate Services
FILE NO:	FM.05.11
DECLARATION OF INTERESTS:	Nil

PURPOSE

For the Council to consider the adoption of the 2015/16 Elected Member allowances and fees and charges to commence from 1 July 2014, or 1 January 2015 in relation to some of the aerodrome-related fees; to be incorporated into the 2015/16 Annual Budget.

BACKGROUND

Elected Member allowances were discussed with members at the 14 April briefing session. This item now presents the proposed allowances for consideration.

Each year officers review the fees and charges imposed by the Council to ensure that the Shire is obtaining adequate recovery for any goods or services that it provides or proposes to provide.

On 28 January 2014 the Pricing Principles and Pricing Basis Policy for Fees and Charges was adopted by Council. The item was revised relative to the 2015/16 financial year and presented to the Council at the 24 March 2015 Ordinary Meeting of Council whereby it was deferred to a briefing session for discussion regarding gymnasium entry fees and leisure centre entry fees.

The briefing did not prevent the review of fees and charges continuing, and officers utilised the current Policy as an informing document to assist with the review.

Due to the notification period of price increases for some of the Shire's customers, in some cases 90 days, the Officer is proposing that the Council consider adopting the fees and charges prior to the Annual Budget adoption. This will ensure that the new fees and charges will be effective as of the 1 July (or the 1 January 2015 in the case of some of the aerodrome-related fees and charges) irrespective of when the Shire's Annual Budget is adopted; ensure that there is no loss of revenue for a period where the Budget may not be adopted; and also allow Officers to notify customers so that they have a sufficient notification period to ensure appropriate planning for their businesses.

STATUTORY IMPLICATIONS

LEGISLATION APPLICABLE TO ELECTED MEMBER ALLOWANCES

Local Government Act 1995

Part 5

Division 6 – Disclosure of financial interests

5.63. Some interests need not be disclosed

- (1) Sections 5.65, 5.70 and 5.71 do not apply to a relevant person who has any of the following interests in a matter —
 - (a) an interest common to a significant number of electors or ratepayers; or
 - (b) an interest in the imposition of any rate, charge or fee by the local government; or
 - (c) an interest relating to a fee, reimbursement of an expense or an allowance to which section 5.98, 5.98A, 5.99, 5.99A, 5.100 or 5.101(2) refers...

Local Government Act 1995, Division 8 – Local government payments and gifts to members

5.98. Fees etc. for council members

- (1A) In this section —

determined means determined by the Salaries and Allowances Tribunal under the Salaries and Allowances Act 1975 section 7B.
- (1) A council member who attends a council or committee meeting is entitled to be paid —
 - (a) the fee determined for attending a council or committee meeting; or
 - (b) where the local government has set a fee within the range determined for council or committee meeting attendance fees, that fee.
- (2A) A council member who attends a meeting of a prescribed type at the request of the council is entitled to be paid —
 - (a) the fee determined for attending a meeting of that type; or
 - (b) where the local government has set a fee within the range determined for meetings of that type, that fee.
- (2) A council member who incurs an expense of a kind prescribed as being an expense —
 - (a) to be reimbursed by all local governments; or
 - (b) which may be approved by any local government for reimbursement by the local government and which has been approved by the local government for reimbursement,

is entitled to be reimbursed for the expense in accordance with subsection (3).
- (3) A council member to whom subsection (2) applies is to be reimbursed for the expense —
 - (a) where the extent of reimbursement for the expense has been determined, to that extent; or
 - (b) where the local government has set the extent to which the expense can be reimbursed and that extent is within the range determined for reimbursement, to that extent.
- (4) If an expense is of a kind that may be approved by a local government for reimbursement, then the local government may approve reimbursement of the expense either generally or in a particular case but nothing in this subsection limits

the application of subsection (3) where the local government has approved reimbursement of the expense in a particular case.

- (5) *The mayor or president of a local government is entitled, in addition to any entitlement that he or she has under subsection (1) or (2), to be paid —*
- (a) *the annual local government allowance determined for mayors or presidents; or*
 - (b) *where the local government has set an annual local government allowance within the range determined for annual local government allowances for mayors or presidents, that allowance.*
- (6) *A local government cannot —*
- (a) *make any payment to; or*
 - (b) *reimburse an expense of,*
- a person who is a council member or a mayor or president in that person's capacity as council member, mayor or president unless the payment or reimbursement is in accordance with this Division.*
- (7) *A reference in this section to a **committee meeting** is a reference to a meeting of a committee comprising —*
- (a) *council members only; or*
 - (b) *council members and employees.*

[Section 5.98 amended by No. 64 of 1998 s. 36; No. 17 of 2009 s. 33; No. 2 of 2012 s. 14.]

5.98A. Allowance for deputy mayor or deputy president

- (1) *A local government may decide* to pay the deputy mayor or deputy president of the local government an allowance of up to the percentage that is determined by the Salaries and Allowances Tribunal under the Salaries and Allowances Act 1975 section 7B of the annual local government allowance to which the mayor or president is entitled under section 5.98(5).*

** Absolute majority required.*

- (2) *An allowance under subsection (1) is to be paid in addition to any amount to which the deputy mayor or deputy president is entitled under section 5.98.*

[Section 5.98A inserted by No. 64 of 1998 s. 37; amended by No. 2 of 2012 s. 15.]

5.99. Annual fee for council members in lieu of fees for attending meetings

A local government may decide that instead of paying council members a fee referred to in section 5.98(1), it will instead pay all council members who attend council or committee meetings —*

- (a) *the annual fee determined by the Salaries and Allowances Tribunal under the Salaries and Allowances Act 1975 section 7B; or*
- (b) *where the local government has set a fee within the range for annual fees determined by that Tribunal under that section, that fee.*

** Absolute majority required.*

[Section 5.99 amended by No. 2 of 2012 s. 16.]

5.99A. Allowances for council members in lieu of reimbursement of expenses

A local government may decide* that instead of reimbursing council members under section 5.98(2) for all of a particular type of expense it will instead pay all council members —

- (a) the annual allowance determined by the Salaries and Allowances Tribunal under the Salaries and Allowances Act 1975 section 7B for that type of expense; or
- (b) where the local government has set an allowance within the range determined by the Salaries and Allowances Tribunal under the Salaries and Allowances Act 1975 section 7B for annual allowances for that type of expense, an allowance of that amount,

and only reimburse the member for expenses of that type in excess of the amount of the allowance.

* Absolute majority required.

[Section 5.99A inserted by No. 64 of 1998 s. 38; amended by No. 2 of 2012 s. 17.]

Local Government (Administration) Regulations 1996
Part 8 – Local government payments and gifts to members

30. Meeting attendance fees (Act s. 5.98(1) and (2A))

[(1), (2) deleted]

- (3A) Each of the following meetings is a meeting of a prescribed type for the purposes of section 5.98(2A) —
 - (a) meeting of a WALGA Zone, where the council member is representing a local government as a delegate elected or appointed by the local government;
 - (b) meeting of a Regional Road Group established by Main Roads Western Australia, where the council member is representing a local government as a delegate elected or appointed by the local government;
 - (c) council meeting of a regional local government where the council member is the deputy of a member of the regional local government and is attending in the place of the member of the regional local government;
 - (d) meeting other than a council or committee meeting where the council member is attending at the request of a Minister of the Crown who is attending the meeting;
 - (e) meeting other than a council meeting or committee meeting where the council member is representing a local government as a delegate elected or appointed by the local government.

[(3B) deleted]

- (3C) A council member is not entitled to be paid a fee for attending a meeting of a type referred to in subregulation (3A) if —
 - (a) the person who organises the meeting pays the council member a fee for attending the meeting; or
 - (b) the council member is paid an annual fee in accordance with section 5.99; or

- (c) *if the meeting is a meeting referred to in subregulation (3A)(c), the member of the regional local government is paid an annual fee in accordance with section 5.99.*

[(3)-(5) deleted]

[Regulation 30 amended in Gazette 23 Apr 1999 p. 1719; 31 Mar 2005 p. 1034; 3 May 2011 p. 1595-6; 13 Jul 2012 p. 3219.]

31. Expenses to be reimbursed (Act s. 5.98(2)(a) and (3))

- (1) *For the purposes of section 5.98(2)(a), the kinds of expenses that are to be reimbursed by all local governments are —*
 - (a) *rental charges incurred by a council member in relation to one telephone and one facsimile machine; and*
 - (b) *child care and travel costs incurred by a council member because of the member's attendance at a council meeting or a meeting of a committee of which he or she is also a member.*

[(2)-(5) deleted]

[Regulation 31 amended in Gazette 31 Mar 2005 p. 1034; 13 Jul 2012 p. 3219.]

32. Expenses that may be approved for reimbursement (Act s. 5.98(2)(b) and (3))

- (1) *For the purposes of section 5.98(2)(b), the kinds of expenses that may be approved by any local government for reimbursement by the local government are —*
 - (a) *an expense incurred by a council member in performing a function under the express authority of the local government; and*
 - (b) *an expense incurred by a council member to whom paragraph (a) applies by reason of the council member being accompanied by not more than one other person while performing the function if, having regard to the nature of the function, the local government considers that it is appropriate for the council member to be accompanied by that other person; and*
 - (c) *an expense incurred by a council member in performing a function in his or her capacity as a council member.*

[(2) deleted]

[Regulation 32 amended in Gazette 13 Jul 2012 p. 3219.]

[33-34AB. Deleted in Gazette 13 Jul 2012 p. 3219]

LEGISLATION APPLICABLE TO FEES AND CHARGES

**Local Government Act 1995
Part 6, Division 2 – Annual Budget**

6.2. Local government to prepare annual budget

- (1) *During the period from 1 June in a financial year to 31 August in the next financial year, or such extended time as the Minister allows, each local government is to prepare and adopt*, in the form and manner prescribed, a budget for its municipal fund for the financial year ending on the 30 June next following that 31 August.*

** Absolute majority required.*

- (4) *The annual budget is to incorporate —*

- (c) *the fees and charges proposed to be imposed by the local government...*

Local Government Act 1995

Part 6, Division 5 – Financing local government activities

6.16 Imposition of fees and charges

- (1) *A local government may impose* and recover a fee or charge for any goods and service it provides or proposed to provide, other than a service for which a service charge is imposed.*

** Absolute majority required.*

(2) A fee or charge may be imposed for the following —

- (a) providing the use of, or allowing admission to, any property or facility wholly or partly owned, controlled, managed or maintained by the local government;*
- (b) supplying a service or carrying out work at the request of a person;*
- (c) subject to section 5.94, providing information from local government records;*
- (d) receiving an application for approval, granting an approval, making an inspection and issuing a licence, permit, authorisation or certificate;*
- (e) supplying goods;*
- (f) such other service as may be prescribed.*

- (3) *Fees and charges are to be imposed when adopting the annual budget but may be —*

- (a) imposed* during a financial year; and*
- (b) amended* from time to time during a financial year.*

** Absolute majority required.*

6.17 Setting level of fees and charges

- (1) *In determining the amount of a fee or charge for a service or for goods a local government is required to take into consideration the following factors —*

- (a) the cost to the local government of providing the service or goods; and*
- (b) the importance of the service or goods to the community; and*
- (c) the price at which the service or goods could be provided by an alternative provider.*

- (2) *A higher fee or charge or additional fee or charge may be imposed for an expedited service or supply of goods if it is requested that the service or goods be provided urgently.*

- (3) *The basis for determining a fee or charge is not to be limited to the cost of providing the service or goods other than a service —*

- (a) under section 5.96; or*
- (b) under section 6.16(2)(d); or*
- (c) prescribed under section 6.16(2)(f), where the regulation prescribing the service also specifies that such a limit is to apply to the fee or charge for the service.*

- (4) *Regulations may —*

- (a) prohibit the imposition of a fee or charge in prescribed circumstances; or*
- (b) limit the amount of a fee or charge in prescribed circumstances.*

6.18. Effect of other written laws

- (1) *If the amount of a fee or charge for a service or for goods is determined under another written law a local government may not —*

- (a) determine an amount that is inconsistent with the amount determined under the other written law; or*

(b) charge a fee or charge in addition to the amount determined by or under the other written law.

(2) A local government is not to impose a fee or charge for a service or goods under this Act if the imposition of a fee or charge for the service or goods is prohibited under another written law.

6.19. Local government to give notice of fees and charges

If a local government wishes to impose any fees or charges under this Subdivision after the annual budget has been adopted it must, before introducing the fees or charges, give local public notice of —

(a) its intention to do so; and

(b) the date from which it is proposed the fees or charges will be imposed.

6.35. Minimum payment

(1) Subject to this section, a local government may impose on any rateable land in its district a minimum payment which is greater than the general rate which would otherwise be payable on that land.

(2) A minimum payment is to be a general minimum but, subject to subsection (3), a lesser minimum may be imposed in respect of any portion of the district.

(3) In applying subsection (2) the local government is to ensure the general minimum is imposed on not less than —

(a) 50% of the total number of separately rated properties in the district; or

(b) 50% of the number of properties in each category referred to in subsection (6),

on which a minimum payment is imposed.

(4) A minimum payment is not to be imposed on more than the prescribed percentage of —

(a) the number of separately rated properties in the district; or

(b) the number of properties in each category referred to in subsection (6),

unless the general minimum does not exceed the prescribed amount.

(5) If a local government imposes a differential general rate on any land on the basis that the land is vacant land it may, with the approval of the Minister, impose a minimum payment in a manner that does not comply with subsections (2), (3) and (4) for that land.

(6) For the purposes of this section a minimum payment is to be applied separately, in accordance with the principles set forth in subsections (2), (3) and (4) in respect of each of the following categories —

(a) to land rated on gross rental value; and

(b) to land rated on unimproved value; and

(c) to each differential rating category where a differential general rate is imposed.

[Section 6.35 amended by No. 49 of 2004 s. 61.]

Local Government (Financial Management) Regulations 1996
Part 2 – General financial management

5. CEO's duties as to financial management

- (1) *Efficient systems and procedures are to be established by the CEO of a local government —*
 - (g) *to assist in the preparation of budgets, budget reviews, accounts and reports required by the Act or these regulations.*
- (2) *The CEO is to —*
 - (b) *assist the council to undertake reviews of fees and charges regularly (and not less than once in every financial year).*

Local Government (Financial Management) Regulations 1996
Part 5 – Rates and service charges

53. Amount prescribed for minimum payment (Act s. 6.35(4))

The amount prescribed for the purposes of section 6.35(4) is \$200.

Waste Avoidance and Resource Recovery Act 2007
Part 6, Division 3 – Local laws and local government rates, fees and charges

66. Local government may impose waste collection rate

- (1) *A local government may impose on rateable land within its district, and cause to be collected, an annual rate for the purpose of providing for the proper performance of all or any of the waste services it provides.*
- (2) *The annual rate must not exceed —*
 - (a) *12 cents in the dollar on the gross rental value; or*
 - (b) *where the system of valuation on the basis of the unimproved value is adopted, 3 cents in the dollar on the unimproved value of the land in fee simple.*
- (3) *The provisions of the Local Government Act 1995 relating to the making, payment and recovery of general rates apply with respect to rates referred to in subsection (1).*

67. Local government may impose receptacle charge

- (1) *A local government may, in lieu of, or in addition to a rate under section 66, provide for the proper disposal of waste, whether within its district or not, by making an annual charge per waste receptacle, payable in one sum or by equal monthly or other instalments in advance, in respect of premises provided with a waste service by the local government.*
- (2) *The charge is to be imposed on the owner (as defined in section 64(1)) or occupier, as the local government may decide, of any premises provided with a waste service by the local government.*
- (3) *The provisions of the Local Government Act 1995 relating to the recovery of general rates apply with respect to a charge referred to in subsection (1).*

- (4) *In the case of premises being erected and becoming occupied during the year for which payment is to be made, the charge for the service provided is to be the sum that proportionately represents the period between the occupation of the premises and the end of the year for which payment is made.*
- (5) *Notice of any charge made under this section may be included in any notice of rates imposed under section 66 or the Local Government Act 1995, but the omission to give notice of a charge does not affect the validity of the charge or the power of the local government to recover the charge.*
- (6) *A charge may be limited to premises in a particular portion of the area under the control of the local government.*
- (7) *Charges under this section may be imposed in respect of and are to be payable for all premises in respect of which a waste service is provided, whether such premises are rateable or not.*
- (8) *A local government may make different charges for waste services rendered in different portions of its district.*

68. Fees and charges fixed by local government

Nothing in this Part prevents or restricts a local government from imposing or recovering a fee or charge in respect of waste services under the Local Government Act 1995 section 6.16.

Cemeteries Act 1986

Part II – Cemeteries

6. Local governments to perform functions of a Board

Where an order is made or is deemed to have been made under section 5 vesting the care, control and management of a cemetery in a local government, the local government shall, subject to this Act and to any necessary modifications, perform and be subject to the duties imposed on Boards under this Act and may exercise the powers conferred on Boards under this Act; and references in this Act to a Board or Boards shall be construed accordingly in relation to such a local government as the case may require.

Part VIII – Local laws, by-laws and regulations

53. Fees and charges

- (1) *A Board may by resolution set fees and charges for any of the following purposes —*
 - (a) *issuing a funeral director’s licence;*
 - (b) *issuing a single funeral permit;*
 - (c) *digging or opening a grave;*
 - (d) *a grant or renewal of a grant of a right of burial;*
 - (e) *permission to erect new or additional memorials and for supervising such work;*
 - (f) *cremation;*
 - (g) *conducting a funeral;*
 - (h) *inspection of registers and issue of extracts or certified copies therefrom;*

- (i) registration of the assignment or bequest of a right of burial;
 - (j) exhumation;
 - (k) maintenance of graves;
 - (l) extraordinary services provided for funerals;
 - (m) disposal of ashes;
 - (n) the provision of memorials; and
 - (o) any other purpose necessary for the effective administration of this Act.
- (2) A fee or charge set by a resolution under subsection (1) shall not come into effect until not less than 14 days' notice of the fee or charge has been given in the Gazette.
- (3) Fees and charges set under this section shall be payable to the Board and recoverable as a debt in a court of competent jurisdiction.
- (4) The Minister may, by order published in the Gazette, amend or revoke a fee or charge set by a Board under this section if the Minister considers the fee or charge to be unreasonable.

POLICY IMPLICATIONS

CP-FIN 3211 Pricing Principles and Pricing Basis Policy for Fees and Charges

FINANCIAL IMPLICATIONS

The adoption of the 2015/16 Elected Member allowances and fees and charges will not have any financial implications on the current 2014/15 Budget.

There will be an increase in individual Elected Member allowances reflected in the 2015/16 Annual Budget of the following:

Description	2014/15		2015/16		Variation
	Individual	Shire Total	Individual	Shire Total	Shire Total
Annual Attendance Fees for a Council Member other than the President	\$15,080	\$120,640	\$15,683	\$125,464	\$4,824
Annual Attendance Fee for a Council Member who holds the office of President	\$14,500	\$14,500	\$15,683	\$15,683	\$1,183
Annual Allowance for a President	\$30,000	\$30,000	\$31,200	\$31,200	\$1,200
Annual Allowance for a Deputy President (25%)	\$7,500	\$7,500	\$7,800	\$7,800	\$300
TOTAL		\$172,640		\$180,147	\$7,507

The increase in the annual attendance fees for a Council Member other than the President reflects a 4% increase, which is consistent with the staff Enterprise Agreement, which has been used as a guide. In order to ensure equity across all Council Members, the annual attendance fee for the President has been increased to be the same as that for a Council Member. From an overall budget perspective, the increase in 2015/16 will be \$7,507.

The setting of fees and charges for the following year has strong financial implications, in that it determines increases in price levels for significant sources of Shire revenue for the coming financial year.

The budget implications for 2015/16 will be reflected in the 2015/16 Annual Budget, as required by legislation, when it is presented to the Council for consideration. It will however, reflect an overall increase in the fees and charges to be collected.

STRATEGIC IMPLICATIONS

Strategic Community Plan 2012-2022

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 ENGAGEMENT

The Shire of Wyndham East Kimberley's CP/GOV-3100 Community Engagement Policy has been considered in relation to this item.

Engagement has occurred to date with the following parties:

- Shire officers
- Elected Members during a Budget Forum after the 24 March Ordinary Council Meeting, and again at the 14 April Budget Forum

Section 6.19 of the *Local Government Act 1995* requires the Shire to give local public notice of the intention to impose fees and charges and the date from which the fees or charges will be imposed.

Along with local public notice, the Shire will also distribute general notices to many of the current debtors to ensure that they take the increase into account in their future planning.

COMMENT

Elected Member Allowances

During the Budget Forum held with elected members, allowances were discussed. The allowances recommended to be provided to elected members for annual attendance fees are only slightly higher than the minimum amount allowable in accordance with the June 2014 determination of the Salaries and Allowances Tribunal on Local Government Elected Council Members pursuant to section 7(B) of the *State Administrative Tribunal Act 1975*.

In the June 2014 determination, the Shire of Wyndham East Kimberley is allocated as a band 2 local government and elected members have considered the allowances in accordance with the banding level recommendations.

Contained within the June 2014 determination were statistics based upon other local governments. Some interesting ones to note include, of the local governments that responded (about 84%):

- 83% of band 2 respondents reported that their elected council members claimed an annual attendance fee in lieu of council and committee meeting fees, and of these, 52% of band 2 claimed the maximum of their awarded annual attendance fee;
- 45% of band 2 respondents received an annual allowance for presidents and their deputies and of these, 41% claimed the maximum amount.

In order to demonstrate fairness and equity to the staff employed within the organisation, it is proposed that the current annual attendance fees increase for each council member who is not the President, by 4%. This would result in the current attendance fees increasing from \$15,080 to \$15,683 which is still well below the allowable maximum of \$22,000.

The annual allowance for a President shall not exceed the maximum amount of \$61,800 or 0.2 percent of the operating revenue for 2013/14, whichever is the lesser. It is envisaged that the new determination from the Salaries and Allowances Tribunal to be handed down in June 2015 will likely refer to operating revenue based on 2014/15 therefore the budgeted amount has been used as a guide.

Irrespective, the recommended annual allowance for the President is proposed to increase from \$30,000 to \$31,200 which is still significantly less than the \$48,555 that would be allowable based on the 2014/15 operating revenue.

This will have a flow on effect to the Deputy President's annual allowance as this is set at 25% of the President's allowance, therefore increasing from \$7,500 to \$7,800 (again, below the \$12,139 allowable based on the 2014/15 operating revenue).

Officers have previously outlined the advantages and disadvantages of moving away from annual attendance fees in lieu of Council Meeting and Committee Meeting Attendance Fees as allowed within the determination. The annual attendance fees are less administratively time consuming and do not recognise the amount of time and effort that Elected Members spend on Council business outside of these meeting times. The officer is therefore not recommending that the current arrangements be modified.

This demonstrates not only equity to the staff, but a financially responsible position to the community.

2015/16 Fees and Charges

The Shire currently has approximately 660 fees (including statutory fees) generating \$7.245 million in 2013/14, compared to rating income of \$7.596 million for the same period. It is clear that revenue from fees and charges is significant and therefore needs to be reviewed on a regular basis.

At the Ordinary Council Meeting on 28 January 2013, a Pricing Principles and Pricing Basis Policy for Fees and Charges was adopted. The intent of that Policy acknowledges that there are competing priorities of community service obligations, maintaining infrastructure and ensuring that ratepayers are not unduly burdened. However, financial resources, largely

comprised of rate revenue, are limited. Therefore, the Pricing Principles and Pricing Basis Policy for Fees and Charges seeks to ensure that the Shire's fees and charges are determined utilising key principles that ensure fair and reasonable charging to the community for the goods and services that the Shire provides, therefore seeking the appropriate balance between these priorities.

Officers have revised the Policy and made some minor amendments to it, which are being reconsidered during this April Ordinary Council Meeting. Officers have also reviewed the fees and charges for 2015/16 utilising this Policy and where possible, the overarching principles and basis as outlined below:

Benefits	Pricing Basis
1. Public Benefit – service provides a broad community benefit and therefore full cost recovery should not apply. Partial cost recovery could apply in some circumstances.	Zero To Partial Cost Recovery
2. Private Benefit – service benefits particular users making a contribution to their individual income, welfare or profits generally without any broader benefits to the community.*	Full Cost Recovery
3. Shared Benefit – service provides both community benefits and a private benefit.	Partial Cost Recovery
4. Regulatory – fee or charge fixed by legislation	100% of Regulatory Fee or Charge

** Note that for the Private Benefit Category, 3 additional Pricing Basis classifications may be considered by Council being:*

1. Full Cost Recovery + Possible Mark Up
2. Full Cost Recovery + Possible Future Consideration
3. Full Cost Recovery + Possible Mark Up and/or Possible Future Consideration

During the 24 March Budget Forum, discussions were had in relation to the budget assumptions that would be utilised for establishing not only the 2015/16 annual budget, but also for the 10 year long term financial plan.

The discussions for fees and charges were centred on how to account, as a local government, for undertaking business in the Kimberley. The Local Government Cost Index (LGCI) is not regionalised and does not reflect the true cost of doing business in the Kimberley. The Regional Price Index while regionalised, uses a basket of goods based on the same commodity categories used by the Australian Bureau of Statistics (ABS) when calculating the Consumer Price Index (CPI), however the basket of goods is not reflective of the business activities of a local government.

It was determined that the Local Government Cost Index is more appropriate to utilise as a base than the Regional Price Index as it takes expenditure items like road construction, machinery and equipment, and street lighting into account, whereas the Regional Price Index does not.

While the Local Government Cost Index estimated for 2015/16 is 2.9%, it is more costly for the Shire to undertake business in the Kimberley, and what officers have referred to as a "Kimberley loading" would then be applied, in order to take this into account. From discussions with elected members, a 70% Kimberley loading factor that was utilised last financial year was considered to be at an appropriate level.

This would result in the fees and charges generally increasing by 4.93% being the LGCI of 2.9% plus 2.03% (70% of 2.9%). This is lower than the 2014/15 increase of 6%, albeit slightly higher than the 3% increase that was applied to aerodrome-related fees.

It is proposed that all fees and charges take effect from 1 July 2015 with the exception of some of the fees relating to the aerodromes which will take effect from 1 January 2015 in order to minimise the impact on the tourist season whereby brochures, ticket sales and bookings have already been prepared and made in some cases.

The Shire will, as a matter of courtesy and good governance, provide more than the required notice of any price increases so that those impacted have sufficient time to incorporate the fees into their pricing structures.

With Council considering the adoption of the 2015/16 fees and charges now, officers will be able to notify all current customers in writing of the fee or charge that will be effective as of either 1 July 2015, or 1 January 2016 in the case of aerodrome fees.

Council should note that as per the Local Government regulations, the fees and charges will be presented to Council within the Annual Budget.

In summary, Council is requested to consider the adoption of the 2015/16 Fees and Charges as per Attachment 1 and to adopt the Council Member allowances proposed for 2015/16.

ATTACHMENTS

Attachment 1 - 2015/16 Fees and Charges

VOTING REQUIREMENT

Absolute Majority

OFFICER'S RECOMMENDATION 1

That Council:

1. Pursuant to section 6.16 of the *Local Government Act* 1995, adopts the fees and charges for 2015/16 outlined in Attachment 1 to be effective from either 1 July 2015 or 1 January 2016, whichever date is indicated in Attachment 1.

COUNCIL DECISION

Minute No. 10891

Moved: Cr G Taylor
Seconded: Cr R Dessert

That Council:

1. Pursuant to section 6.16 of the *Local Government Act 1995*, adopts the fees and charges for 2015/16 outlined in Attachment 1 to be effective from either 1 July 2015 or 1 January 2016, whichever date is indicated in Attachment 1.

Carried Unanimously 8/0

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION 2

That Council:

1. Pursuant to section 67 of the *Waste Avoidance and Resources Recovery Act 2007*, imposes the following charges for the 2015/16 financial year effective from 1 July 2015:
 - a. An annual waste receptacle charge of \$293.90 for one (1) service per week of verge collection waste from a 240 Litre mobile garbage bin;
 - b. An annual waste receptacle charge of \$516.30 for each additional service per week of verge collection waste from one (1) 240 Litre mobile garbage bin;
 - c. An annual waste collection service charge of \$516.30 for each receptacle per annum from one (1) 240 Litre mobile garbage bin for exempt/non-rateable properties.

AMENDMENT

Cr D Spackman moves an amendment that in point b and c \$516.30 is changed to \$293.90.

Cr K Wright seconds Cr Spackman's amendment.

COUNCIL DECISION

Minute No. 10892

Moved: Cr D Spackman

Seconded: Cr K Wright

That Council suspends standing orders 7.5 Limitation of Number of Speeches.

Tied 4/4

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

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

Casting Vote: Cr J Moulden against the motion

Lost

COUNCIL DECISION

Minute No. 10893

Moved: Cr D Spackman

Seconded: Cr K Wright

That Council:

1. Pursuant to section 67 of the *Waste Avoidance and Resources Recovery Act 2007*, imposes the following charges for the 2015/16 financial year effective from 1 July 2015:

- a. An annual waste receptacle charge of \$293.90 for one (1) service per week of verge collection waste from a 240 Litre mobile garbage bin;
- b. An annual waste receptacle charge of \$293.90 for each additional service per week of verge collection waste from one (1) 240 Litre mobile garbage bin;
- c. An annual waste collection service charge of \$293.90 for each receptacle per annum from one (1) 240 Litre mobile garbage bin for exempt/non-rateable properties.

Tied 4/4

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

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

Casting Vote: Cr J Moulden against the motion

Lost

FORESHADOWED MOTION

Cr K Wright foreshadows a motion to defer the item to a Special Meeting of Council, this coming Friday.

COUNCIL DECISION

Minute No. 10894

Moved: Cr G Taylor
Seconded: Cr B Robinson

That Council:

1. Pursuant to section 67 of the *Waste Avoidance and Resources Recovery Act 2007*, imposes the following charges for the 2015/16 financial year effective from 1 July 2015:

- a. An annual waste receptacle charge of \$293.90 for one (1) service per week of verge collection waste from a 240 Litre mobile garbage bin;
- b. An annual waste receptacle charge of \$516.30 for each additional service per week of verge collection waste from one (1) 240 Litre mobile garbage bin;
- c. An annual waste collection service charge of \$516.30 for each receptacle per annum from one (1) 240 Litre mobile garbage bin for exempt/non-rateable properties.

Carried 5/3

For: Cr J Moulden, Cr G Taylor, Cr B Robinson, Cr D Learbuch, Cr G Taylor
Against: Cr K Wright, Cr D Spackman, Cr G King

VOTING REQUIREMENT

Absolute Majority

OFFICER'S RECOMMENDATION 3

That Council:

1. Pursuant to section 5.99 of the *Local Government Act 1995* and regulation 34 of the *Local Government (Administration) Regulations 1996*, adopts the following annual fees for payment of elected members in lieu of individual meeting attendance fees:

- | | |
|----------------|----------|
| a. President | \$15,683 |
| b. Councillors | \$15,683 |

2. Pursuant to section 5.98(5) of the *Local Government Act 1995* and regulation 33 of the *Local Government (Administration) Regulations 1996*, adopts the following annual local government allowance to be paid in addition to the annual meeting allowance:

- | | |
|--------------|----------|
| a. President | \$31,200 |
|--------------|----------|

3. Pursuant to section 5.98(5) of the *Local Government Act 1995* and regulation 33A of the *Local Government (Administration) Regulations 1996*, adopts the following annual local government allowance to be paid in addition to the annual meeting allowance:

a. Deputy President \$7,800

COUNCIL DECISION

Minute No. 10895

Moved: Cr G Taylor

Seconded: Cr R Dessert

That Council:

1. Pursuant to section 5.99 of the *Local Government Act 1995* and regulation 34 of the *Local Government (Administration) Regulations 1996*, adopts the following annual fees for payment of elected members in lieu of individual meeting attendance fees:

d. President \$15,683
e. Councillors \$15,683

2. Pursuant to section 5.98(5) of the *Local Government Act 1995* and regulation 33 of the *Local Government (Administration) Regulations 1996*, adopts the following annual local government allowance to be paid in addition to the annual meeting allowance:

a. President \$31,200

3. Pursuant to section 5.98(5) of the *Local Government Act 1995* and regulation 33A of the *Local Government (Administration) Regulations 1996*, adopts the following annual local government allowance to be paid in addition to the annual meeting allowance:

a. Deputy President \$7,800

Lost 4/4

For: Cr J Moulden, Cr R Dessert, Cr D Learbuch, Cr G Taylor

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

AMENDMENT

Cr K Wright moves an amendment to the Officer's Recommendation, that Council:

1. Pursuant to section 5.99 of the *Local Government Act 1995* and regulation 34 of the *Local Government (Administration) Regulations 1996*, adopts the following annual fees for payment of elected members in lieu of individual meeting attendance fees:

a. President \$14500
b. Councillors \$15080

2 Pursuant to section 5.98(5) of the *Local Government Act 1995* and regulation 33 of the *Local Government (Administration) Regulations 1996*, adopts the following annual local government allowance to be paid in addition to the annual meeting allowance:

a. President \$30000

3 Pursuant to section 5.98(5) of the *Local Government Act 1995* and regulation 33A of the *Local Government (Administration) Regulations 1996*, adopts the following annual local government allowance to be paid in addition to the annual meeting allowance:

a. Deputy President \$7500

Seconded by Cr G King

FORESHADOWED MOTION

Cr B Robinson foreshadows a motion.

COUNCIL DECISION

Minute No. 10896

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

That Council:

1. Pursuant to section 5.99 of the *Local Government Act 1995* and regulation 34 of the *Local Government (Administration) Regulations 1996*, adopts the following annual fees for payment of elected members in lieu of individual meeting attendance fees:

a. President \$14500
b. Councillors \$15080

2 Pursuant to section 5.98(5) of the *Local Government Act 1995* and regulation 33 of the *Local Government (Administration) Regulations 1996*, adopts the following annual local government allowance to be paid in addition to the annual meeting allowance:

a. President \$30000

3 Pursuant to section 5.98(5) of the *Local Government Act 1995* and regulation 33A of the *Local Government (Administration) Regulations 1996*, adopts the following annual local government allowance to be paid in addition to the annual meeting allowance:

a. Deputy President \$7500

Lost 4/4

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

Cr B Robinson foreshadowed motion:

1. Pursuant to section 5.99 of the Local Government Act 1995 and regulation 34 of the Local Government (Administration) Regulations 1996, adopts the following annual fees for payment of elected members in lieu of individual meeting attendance fees:

a. President	\$15080
b. Councillors	\$15080

2. Pursuant to section 5.98(5) of the Local Government Act 1995 and regulation 33 of the Local Government (Administration) Regulations 1996, adopts the following annual local government allowance to be paid in addition to the annual meeting allowance:

a. President	\$40000
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3. Pursuant to section 5.98(5) of the Local Government Act 1995 and regulation 33A of the Local Government (Administration) Regulations 1996, adopts the following annual local government allowance to be paid in addition to the annual meeting allowance:

a. Deputy President	\$10000
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Motion lapsed.

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION 4

That Council:

1. Pursuant to section 53 of the *Cemeteries Act 1986* adopts the fees and charges for the Seven Mile Cemetery, Nine Mile Cemetery, Afghan Cemetery, Pioneer Cemetery, Gully Cemetery, Kununurra Cemetery, and other cemetery associated fees as specified in Attachment 1.

COUNCIL DECISION

Minute No. 10897

Moved: Cr G King

Seconded: Cr B Robinson

That Council:

1. Pursuant to section 53 of the *Cemeteries Act 1986* adopts the fees and charges for the Seven Mile Cemetery, Nine Mile Cemetery, Afghan Cemetery, Pioneer Cemetery, Gully Cemetery, Kununurra Cemetery and other cemetery associated fees as specified in Attachment 1.

Carried Unanimously 8/0

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION 5

That Council:

1. Endorse the advertising and gazettal (where required) of the 2015/16 proposed fees and charges commencing from either 1 July 2015 or 1 January 2016, whichever date is indicated in Attachment 1, as per the legislative requirements.

COUNCIL DECISION

Minute No. 10898

Moved: Cr G King

Seconded: Cr D Learbuch

That Council:

1. **Endorse the advertising and gazettal (where required) of the 2015/16 proposed fees and charges commencing from either 1 July 2015 or 1 January 2016, whichever date is indicated in Attachment 1, as per the legislative requirements.**

Carried Unanimously 8/0

Fees and Charges are set by the Council as part of the budget setting process and may be amended from time to time.

These Fees and Charges can only be modified by a resolution of Council.

All requests for concessions on Fees and Charges must be in made in advance, in writing. Requests should be addressed to the Chief Executive Officer.

Collection of Fees and Charges will be in accordance with Council Policy. The prescribed rate of 11% per annum applies to overdue payment of these charges that are permitted to be invoiced as per Council Policy.

Statutory charges are charges that are set by another legislative body. These have been published in this document for indicative reference only, and may change at any time without this document being amended.

SHIRE OF WYNDHAM EAST KIMBERLEY

2015-16

Fees and Charges

GL	Charge Type Code (If Sundry Debtor invoicing permitted to approved account holders under policy CP FIN-3207)	COUNCIL CHARGE GST INCLUSIVE (WHERE INDICATED ✓)			STATUTORY CHARGE	PRICING BASIS REFERENCE (TARGET)	LEGISLATIVE REFERENCE
		GST	Effective 1 July 2015	Effective 1 January 2016				Per regulation as at 1 July 2015
SCHEDULE 3 - GENERAL PURPOSE FUNDING							
Rates							
Administrative Charges							
1030118	Change of Ownership Advices (via settlement agents) - Rating information - per lot	x	81.90			Full Cost Recovery	Local Government Act 1995, Part 6, Division 5, Sections 6.15, 6.16, 6.17, 6.18
	Copy of Rate Notice - per copy (Hard / Electronic copy)	x	23.10			Full Cost Recovery	
1030115	Rates Instalment Plans - Interest (Calculated Daily)	x			5.5% per annum	100% Regulatory Fee	Local Government (Financial Management) Regulations 1996, Part 5 section 68. GST Exempt: (A New Tax System (Goods and Services Tax) (Exempt Taxes, Fees and Charges) Determination 2011 (No. 1))
	Rates Instalment Plans (Per Instalment Notice)	x	11.30			Full Cost Recovery	Local Government (Financial Management) Regulations 1996, Part 5 section 67. GST Exempt: (A New Tax System (Goods and Services Tax) (Exempt Taxes, Fees and Charges) Determination 2011 (No. 1))
1030113	Rates Penalty Interest (Calculated Daily)	x			9% per annum	100% Regulatory Fee	Local Government (Financial Management) Regulations 1996, Part 5 section 70. GST Exempt: (A New Tax System (Goods and Services Tax) (Exempt Taxes, Fees and Charges) Determination 2011 (No. 1))
1030118	Rates Special Payment Arrangement Administrative Charge - Initial Establishment (By Prior Approval Only)	✓	57.60			Full Cost Recovery	Local Government (Financial Management) Regulations 1996, Part 5 section 67.
	Rates Special Payment Arrangement Administrative Charge - for each instalment of the payment arrangement	✓	9.40			Full Cost Recovery	
Rate Book							
<i>Rate book will only be provided on completion of a statutory declaration that the information will not be used for commercial purposes by the purchaser or another person.</i>							
1030115	Annual Rate Book (per Hard Copy) - at billing	x	387.10			Full Cost Recovery	Local Government Act 1995, Part 6, Division 5, Sections 6.15, 6.16, 6.17, 6.18
	Annual Rate Book (per Electronic Copy) - at billing	x	16.20			Full Cost Recovery	
	Rate Book Subscription Per Annum (Electronic Copy - amendments sent each update during year)	x	131.30			Full Cost Recovery	GST Exempt: (A New Tax System (Goods and Services Tax) (Exempt Taxes, Fees and Charges) Determination 2011 (No. 1))

SHIRE OF WYNDHAM EAST KIMBERLEY

2015-16
Fees and Charges

GL	Charge Type Code (If Sundry Debtor invoicing permitted to approved account holders under policy CP FIN-3207)	COUNCIL CHARGE GST INCLUSIVE (WHERE INDICATED ✓)			STATUTORY CHARGE	PRICING BASIS REFERENCE (TARGET)	LEGISLATIVE REFERENCE
		GST	Effective 1 July 2015	Effective 1 January 2016				Per regulation as at 1 July 2015
SCHEDULE 4 - GOVERNANCE							
Other Governance							
Administrative Charges							
	Debtor Special Payment Arrangement Administrative Charge (By Prior Approval Only)	✓	57.60		Full Cost Recovery		
1040211 (Debtors)	Debtor Special Payment Arrangement Administrative Charge - for each instalment of the payment arrangement	✓	9.40		Full Cost Recovery		Local Government Act 1995 , Part 6, Division 5, Sections 6.15, 6.16, 6.17, 6.18 GST Exempt: (A New Tax System (Goods and Services Tax) (Exempt Taxes, Fees and Charges) Determination 2011 (No. 1))
	Dishonoured Cheque	✓	32.00		Full Cost Recovery		
Trust Receipt to T9996 (9101115) plus 1040213	Special Series Number Plates	x	320.10		Full Cost Recovery		
1040211	Retrieval and research fee for information / documentation (per hour - one hour minimum). <i>Note: freedom of information restrictions may apply (additional fees apply for copying)</i>	x	63.50		Full Cost Recovery		Local Government Act 1995 , Part 6, Division 5, Sections 6.15, 6.16, 6.17, 6.18 GST Exempt: (A New Tax System (Goods and Services Tax) (Exempt Taxes, Fees and Charges) Determination 2011 (No. 1))
Freedom of Information Charges							
	Application Fee under section 12(1)E of the Act (for an application for non-personal information)	x		30.00	100% Regulatory Fee		
	Charge for time taken by staff dealing with the application (per hour, or <i>pro rata</i> for a part of an hour)	x		30.00	100% Regulatory Fee		
	Charge for access time supervised by staff (per hour, or <i>pro rata</i> for a part of an hour), plus the actual additional cost to the Shire of any special arrangements (eg. Hire of facilities or equipment).	x		30.00	100% Regulatory Fee		
	Charges for photocopying -						
	(i) per hour, or <i>pro rata</i> for a part of an hour of staff time; and	x		30.00	100% Regulatory Fee		
	(ii) per copy	x		0.20	100% Regulatory Fee		
	Charge for time taken by staff transcribing information from a tape or other device (per hour, or <i>pro rata</i> for a part of an hour)	x		30.00	100% Regulatory Fee		Freedom of Information Regulations 1993 , Schedule 1.
1040211	Charge for duplicating a tape, file or computer information	x		Actual Cost	Full Cost Recovery		GST Exempt: (A New Tax System (Goods and Services Tax) (Exempt Taxes, Fees and Charges) Determination 2011 (No. 1))
	Charge for delivery, packaging and postage	x		Actual Cost	Full Cost Recovery		
	Advance deposit which may be required by the Shire under section 18(1) of the Act, expressed as a percentage of the estimated charges which will be payable in excess of the application fee	x		25%	100% Regulatory Fee		
	Further advance deposit which may be required by the Shire under section 18(4) of the Act, expressed as a percentage of the estimated charges which will be payable in excess of the application fee	x		75%	100% Regulatory Fee		
	<i>Please note: Members of the public may ask the Shire for an estimate of charges when lodging an application. If the charges are likely to exceed \$25, the Shire will provide an estimate of charges and enquire as to whether the application is to proceed. The Shire must be notified within 30 days of an intention to proceed with the application. An advance deposit may be requested.</i>						

SHIRE OF WYNDHAM EAST KIMBERLEY

2015-16
Fees and Charges

GL	Charge Type Code (If Sundry Debtor invoicing permitted to approved account holders under policy CP FIN-3207)	COUNCIL CHARGE GST INCLUSIVE (WHERE INDICATED ✓)	STATUTORY CHARGE	PRICING BASIS REFERENCE (TARGET)	LEGISLATIVE REFERENCE	
		GST	Effective 1 July 2015	Effective 1 January 2016	Per regulation as at 1 July 2015	
SCHEDULE 4 - GOVERNANCE						
Other Governance						
Photocopying / Printing						
	A4 Black & white (single sided) per copy - multiply by two for a double sided copy.	✓	0.80		Full Cost Recovery	
	A4 Colour (single sided) per copy - multiply by two for a double sided copy.	✓	3.40		Full Cost Recovery	
	A3 Black & White (single sided) per copy - multiply by two for a double sided copy	✓	1.40		Full Cost Recovery	
	A3 Colour (single sided) per copy - multiply by two for a double sided copy	✓	6.30		Full Cost Recovery	
	A2 Black & White (single sided) per copy	✓	3.40		Full Cost Recovery	
1040211	A2 Colour (single sided) per copy (printing electronic version only)	✓	12.30		Full Cost Recovery	
	A1 Black & White (single sided) per copy	✓	6.20		Full Cost Recovery	
	A1 Colour (single sided) per copy (printing electronic version only)	✓	25.10		Full Cost Recovery	
	A0 Black & White (single sided) per copy	✓	14.00		Full Cost Recovery	
	A0 to A2 Printing (single sided) per copy	✓	30.00		Full Cost Recovery	
	A0 Colour (single sided) per copy (printing electronic version only)	✓	50.10		Full Cost Recovery	
Agenda's / Minutes						
<i>Note: these are available free of charge on Councils website and provided to Media at no cost. Hard copies will not be provided in colour.</i>						
	0034 Agenda Only (per meeting)	x	25.00		Full Cost Recovery	
	0036 Minutes Only (per meeting)	x	25.00		Full Cost Recovery	
1040211	0038 Minutes & Agenda (per meeting)	x	44.00		Full Cost Recovery	
	0035 Agenda Only (per annum)	x	217.00		Full Cost Recovery	
	0037 Minutes Only (per annum)	x	217.00		Full Cost Recovery	
	0039 Minutes & Agendas (per annum)	x	421.00		Full Cost Recovery	
Other Council Publications						
1040211	Local Laws (per law) - note these can be downloaded at no cost from State Publisher website	✓	30.20		Full Cost Recovery	
	Tender documents (where document charge is required in tender information)	✓	75.20		Full Cost Recovery	
Shire Facilities Hire						
Kununurra Council Chambers						
	1) Not for Profit / Non Government & Youth Service Providers - per day. <i>Note: fee is reduced by 50% for half day hire.</i>	✓	215.00		Partial Cost Recovery	
	2) Commercial / Government / Private per day. <i>Note: fee is reduced by 50% for half day hire.</i>	✓	310.00		Full Cost Recovery	
1040111	Kununurra Shire Meeting Room					
	1) Not for Profit / Non Government & Youth Service Providers - per day. <i>Note: fee is reduced by 50% for half day hire.</i>	✓	215.00		Partial Cost Recovery	
	2) Commercial / Government / Private per day. <i>Note: fee is reduced by 50% for half day hire.</i>	✓	310.00		Full Cost Recovery	

Local Government Act 1995, Part 6, Division 5, Sections 6.15, 6.16, 6.17, 6.18

Local Government Act 1995, Part 6, Division 5, Sections 6.15, 6.16, 6.17, 6.18
GST Exempt: (A New Tax System (Goods and Services Tax) (Exempt Taxes, Fees and Charges) Determination 2011 (No. 1)).

Local Government Act 1995, Part 6, Division 5, Sections 6.15, 6.16, 6.17, 6.18

SHIRE OF WYNDHAM EAST KIMBERLEY

2015-16

Fees and Charges

GL	Charge Type Code (If Sundry Debtor invoicing permitted to approved account holders under policy CP FIN-3207)	COUNCIL CHARGE GST INCLUSIVE (WHERE INDICATED ✓)			STATUTORY CHARGE	PRICING BASIS REFERENCE (TARGET)	LEGISLATIVE REFERENCE
		GST	Effective 1 July 2015	Effective 1 January 2016				Per regulation as at 1 July 2015
Other Governance							
	Wyndham Shire Office Meeting Room:-						
1040110	1) Not for Profit / Non Government & Youth Service Providers - per day. <i>Note: fee is reduced by 50% for half day hire.</i>	✓	215.00			Partial Cost Recovery	Local Government Act 1995, Part 6, Division 5,
	2) Commercial / Government / Private per day. <i>Note: fee is reduced by 50% for half day hire.</i>	✓	310.00			Full Cost Recovery	Sections 6.15, 6.16, 6.17, 6.18
SCHEDULE 5 - LAW, ORDER AND PUBLIC SAFETY							
Animal Control							
	Sterilised Dog Registration						
	One Year						
	Normal Fee	x		20.00		100% Regulatory Fee	
	Pensioner Concession	x		10.00		100% Regulatory Fee	
	Dog Bona Fide Used In Droving or Tending Stock	x		5.00		100% Regulatory Fee	
	Three Years						
	Normal Fee	x		42.50		100% Regulatory Fee	
	Pensioner Concession	x		21.25		100% Regulatory Fee	
	Dog Bona Fide Used In Droving or Tending Stock	x		10.63		100% Regulatory Fee	
	Sterilised Dog Registration (continued)						
	Normal Fee	x		100.00		100% Regulatory Fee	
	Pensioner Concession	x		50.00		100% Regulatory Fee	
	Dog Bona Fide Used In Droving or Tending Stock	x		25.00		100% Regulatory Fee	
	Unsterilised Dog Registration						
	One Year						
1050311	Normal Fee	x		50.00		100% Regulatory Fee	Dog Regulations 2013, Section 17 GST Exempt: (A New Tax System (Goods and Services Tax) (Exempt Taxes, Fees and Charges) Determination 2011 (No. 1))
	Pensioner Concession	x		25.00		100% Regulatory Fee	
	Dog Bona Fide Used In Droving or Tending Stock	x		12.50		100% Regulatory Fee	
	Three Years						
	Normal Fee	x		120.00		100% Regulatory Fee	
	Pensioner Concession	x		60.00		100% Regulatory Fee	
	Dog Bona Fide Used In Droving or Tending Stock	x		30.00		100% Regulatory Fee	
	Lifetime						
	Normal Fee	x		250.00		100% Regulatory Fee	
	Pensioner Concession	x		125.00		100% Regulatory Fee	
	Dog Bona Fide Used In Droving or Tending Stock	x		62.50		100% Regulatory Fee	
	Boarding Kennels						
	Boarding Kennel Registration and Annual Renewal Fee - licensed under section 27 <i>Note - Annual Inspection Fee is to be undertaken prior to the renewal of the licence)</i>	x		200.00		100% Regulatory Fee	

SHIRE OF WYNDHAM EAST KIMBERLEY

2015-16
Fees and Charges

GL	Charge Type Code (If Sundry Debtor invoicing permitted to approved account holders under policy CP FIN-3207)	COUNCIL CHARGE GST INCLUSIVE (WHERE INDICATED ✓)			STATUTORY CHARGE	PRICING BASIS REFERENCE (TARGET)	LEGISLATIVE REFERENCE
		GST	Effective 1 July 2015	Effective 1 January 2016				Per regulation as at 1 July 2015
Animal Control (continued)							
Dog Infringements							
	Unregistered Dog (for dogs other than dangerous dogs)	x			200.00	100% Regulatory Fee	
	Unregistered Dog (dangerous dogs)	x			400.00	100% Regulatory Fee	
	Failure to notify local government of new owner	x			200.00	100% Regulatory Fee	
	Registration tag, certificate offences (for dogs other than dangerous dogs)	x			200.00	100% Regulatory Fee	
	Registration tag, certificate offences (dangerous dogs)	x			400.00	100% Regulatory Fee	
	Unlawful application of sterilisation tattoo	x			200.00	100% Regulatory Fee	
	Failure to ensure dog microchipped	x			200.00	100% Regulatory Fee	
	Failure to ensure dangerous dog microchipped	x			400.00	100% Regulatory Fee	
	Failure to notify local government of microchip details	x			200.00	100% Regulatory Fee	
	Removing, or interfering with a dog's microship	x			200.00	100% Regulatory Fee	
	Transfer of ownership of unmicrochipped dog	x			200.00	100% Regulatory Fee	
	Failure to notify microchip database company of new owner	x			200.00	100% Regulatory Fee	
	Failure to notify local government, microchip database company of information changes	x			200.00	100% Regulatory Fee	
	Keeping more than the prescribed number of dogs (for dogs other than dangerous dogs)	x			200.00	100% Regulatory Fee	
	Keeping more than the prescribed number of dogs (dangerous dogs)	x			400.00	100% Regulatory Fee	
	Breach of kennel establishment licence	x			200.00	100% Regulatory Fee	
1050313	Dog not wearing collar with attached registration tag	x			200.00	100% Regulatory Fee	Dog Regulations 2013, Section 33 GST Exempt: (A New Tax System (Goods and Services Tax) (Exempt Taxes, Fees and Charges) Determination 2011 (No. 1))
	Dog not held or tethered in certain public places	x			200.00	100% Regulatory Fee	
	Dog in exercise areas, rural areas offences	x			200.00	100% Regulatory Fee	
	Greyhound not muzzled	x			200.00	100% Regulatory Fee	
	Dog in place without consent (for dogs other than dangerous dogs)	x			200.00	100% Regulatory Fee	
	Dog in place without consent (dangerous dogs)	x			400.00	100% Regulatory Fee	
	Dog attack or chase causing physical injury	x			400.00	100% Regulatory Fee	
	Dog attack or chase causing no physical injury (for dogs other than dangerous dogs)	x			200.00	100% Regulatory Fee	
	Dog attack or chase causing no physical injury (dangerous dogs)	x			400.00	100% Regulatory Fee	
	Dangerous dog not wearing prescribed collar with prescribed information	x			400.00	100% Regulatory Fee	
	Not complying with dangerous dog enclosure requirements	x			400.00	100% Regulatory Fee	
	Not complying with commercial security dog requirements	x			400.00	100% Regulatory Fee	
	Warning signs about dangerous dogs not displayed	x			400.00	100% Regulatory Fee	
	Dangerous dog not muzzled	x			400.00	100% Regulatory Fee	
	Dangerous dog not held or tethered	x			400.00	100% Regulatory Fee	
	Dangerous dog not controlled by capable person	x			400.00	100% Regulatory Fee	
	Dangerous dog in prohibited place	x			400.00	100% Regulatory Fee	
	Dangerous dog (restricted breed) not sterilised	x			400.00	100% Regulatory Fee	

SHIRE OF WYNDHAM EAST KIMBERLEY

2015-16
Fees and Charges

GL	Charge Type Code (If Sundry Debtor invoicing permitted to approved account holders under policy CP FIN-3207)	COUNCIL CHARGE GST INCLUSIVE (WHERE INDICATED ✓)			STATUTORY CHARGE Per regulation as at 1 July 2015	PRICING BASIS REFERENCE (TARGET)	LEGISLATIVE REFERENCE	
		GST	Effective 1 July 2015	Effective 1 January 2016				
Animal Control (continued)								
	Dog Infringements (continued)							
	Dangerous dog (restricted breed) or pup advertised	x			400.00	100% Regulatory Fee		
	Dangerous dog (restricted breed) or pup sold	x			400.00	100% Regulatory Fee		
	Dangerous dog (restricted breed) or pup transferred	x			400.00	100% Regulatory Fee		
	Buying or accepting ownership of dangerous dog (restricted breed) or pup	x			400.00	100% Regulatory Fee		
	Breeding, or breeding from, dangerous dog (restricted breed)	x			400.00	100% Regulatory Fee		
	Dangerous dog (declared) sold or transferred to under 18 year old	x			400.00	100% Regulatory Fee		
	Failure to notify person of responsibilities under Part VI Div. 2	x			400.00	100% Regulatory Fee		
	Failure to notify local government of a dangerous dog event	x			400.00	100% Regulatory Fee		
	Failure to notify new local government that dangerous dog kept in its district	x			400.00	100% Regulatory Fee		
1050313	Failure to provide a notice to new owner about a dangerous dog (declared)	x			400.00	100% Regulatory Fee	Dog Regulations 2013, Section 33 GST Exempt: (A New Tax System (Goods and Services Tax) (Exempt Taxes, Fees and Charges) Determination 2011 (No. 1))	
	Failure to provide written notice to new owner about a dangerous dog (restricted breed) or dangerous dog (commercial security dog)	x			400.00	100% Regulatory Fee		
	Failure to notify local government of dangerous dog's new district or death	x			400.00	100% Regulatory Fee		
	Failure to comply with a nuisance dog order (for dogs other than dangerous dogs)	x			200.00	100% Regulatory Fee		
	Failure to comply with a nuisance dog order (dangerous dogs)	x			400.00	100% Regulatory Fee		
	Failure to produce document when so required (for dogs other than dangerous dogs)	x			200.00	100% Regulatory Fee		
	Failure to produce document when so required (dangerous dogs)	x			400.00	100% Regulatory Fee		
	Failure to give name, date of birth or address on demand (for dogs other than dangerous dogs)	x			200.00	100% Regulatory Fee		
	Failure to give name, date of birth or address on demand (dangerous dogs)	x			400.00	100% Regulatory Fee		
	Sterilised Cat Registration							
	One Year							
	Normal Fee	x			20.00	100% Regulatory Fee		
	Pensioner Concession	x			10.00	100% Regulatory Fee		
	Fee for registration if application made after 31 May, until next 31 October	x			10.00	100% Regulatory Fee		
	Three Years							
	Normal Fee	x			42.50	100% Regulatory Fee		
	Pensioner Concession	x			21.25	100% Regulatory Fee		
	Lifetime							
	Normal Fee	x			100.00	100% Regulatory Fee		
1050321	Pensioner Concession	x			50.00	100% Regulatory Fee	Cat Regulations 2012, Schedule 3 GST Exempt: (A New Tax System (Goods and Services Tax) (Exempt Taxes, Fees and Charges) Determination 2011 (No. 1))	

SHIRE OF WYNDHAM EAST KIMBERLEY

2015-16
Fees and Charges

GL	Charge Type Code (If Sundry Debtor invoicing permitted to approved account holders under policy CP FIN-3207)	COUNCIL CHARGE GST INCLUSIVE (WHERE INDICATED ✓)			STATUTORY CHARGE	PRICING BASIS REFERENCE (TARGET)	LEGISLATIVE REFERENCE	
		GST	Effective 1 July 2015	Effective 1 January 2016				Per regulation as at 1 July 2015
Animal Control (continued)								
Cat Infringements								
	Unregistered Cat	x			200.00	100% Regulatory Fee		
	Failure to ensure cat is wearing its registration tag in public	x			200.00	100% Regulatory Fee		
	Removing, or interfering with a cat's registration tag	x			200.00	100% Regulatory Fee		
	Failure to ensure cat is micro chipped	x			200.00	100% Regulatory Fee		
	Removing, or interfering with a cat's microchip	x			200.00	100% Regulatory Fee		
	Failure to ensure cat is sterilised	x			200.00	100% Regulatory Fee		
1050323	Identifying a cat as sterilised that is not	x			200.00	100% Regulatory Fee	Cat Regulations 2012 - Schedule 2 GST Exempt: (A New Tax System (Goods and Services Tax) (Exempt Taxes, Fees and Charges) Determination 2011 (No. 1))	
	Transfer of a cat that is not micro chipped (and is not exempt)	x			200.00	100% Regulatory Fee		
	Transfer of a cat that is not sterilised (and is not exempt)	x			200.00	100% Regulatory Fee		
	Failure to notify local government or microchip database company of a new owner	x			200.00	100% Regulatory Fee		
	Failure to notify local government or microchip database company of a change of details	x			200.00	100% Regulatory Fee		
	Breeding cats, not being an approved cat breeder	x			200.00	100% Regulatory Fee		
	Cats not to be offered as prizes	x			200.00	100% Regulatory Fee		
	Refusal by alleged offender to give information on request	x			200.00	100% Regulatory Fee		
Other Animal Control								
1050314	Replacement Dog Tags	✓	6.30			Partial Cost Recovery		
1050313	Dog Seizure Fees. Note: this fee is payable in addition to Infringement Fees as per Dog Act 1976 and Dog Regulations 1976.	x	92.40			Full Cost Recovery		Local Government Act 1995, Part 6, Division 5, Sections 6.15, 6.16, 6.17, 6.18 GST Exempt Where Indicated: (A New Tax System (Goods and Services Tax) (Exempt Taxes, Fees and Charges) Determination 2011 (No. 1))
1050312	Dog pound charge - each day thereafter	x	24.20			Partial Cost Recovery		
1050314	Destruction of dog. Note: impounded animals are destroyed after 72 hours of detention.	✓	81.90			Full Cost Recovery		
1050324	Replacement cat tags	✓	8.40			Partial Cost Recovery		
1050323	Cat Seizure Fees (fee payable in addition to infringement fees)	x	122.80			Full Cost Recovery		
1050322	Cat Pound Charge	x	33.60			Partial Cost Recovery		
1050324	Destruction of Cat (impounded cat is destroyed after 72 hours of detention)	✓	106.00			Full Cost Recovery		
1050324	Cat Breeders Annual Registration Fee	x			100.00	Full Cost Recovery	Cat Act 2011 GST Exempt: (A New Tax System (Goods and Services Tax) (Exempt Taxes, Fees and Charges) Determination 2011 (No. 1))	
Other Law, Order and Public Safety								
Abandoned Vehicles								
	Abandoned Vehicle Infringement	x			100.00	100% Regulatory Fee	Activities in Thoroughfares and Public Places and Trading Local Law 2003	
1050412	Towing Abandoned Vehicle - In addition to Infringement	✓	Actual Cost			Full Cost Recovery	Local Government Act 1995, Part 6, Division 5, Sections 6.15, 6.16, 6.17, 6.18 GST Exempt Where Indicated: (A New Tax System (Goods and Services Tax) (Exempt Taxes, Fees and Charges) Determination 2011 (No. 1))	
	Poundage Charges, each day	x	17.90			Full Cost Recovery		

SHIRE OF WYNDHAM EAST KIMBERLEY

2015-16
Fees and Charges

GL	Charge Type Code (If Sundry Debtor invoicing permitted to approved account holders under policy CP FIN-3207)	COUNCIL CHARGE GST INCLUSIVE (WHERE INDICATED ✓)			STATUTORY CHARGE	PRICING BASIS REFERENCE (TARGET)	LEGISLATIVE REFERENCE
		GST	Effective 1 July 2015	Effective 1 January 2016				Per regulation as at 1 July 2015
Other Law, Order and Public Safety (continued)							
Bushfire Infringements							
	Setting Fire to Bush During Prohibited Burning Times	x			250.00	100% Regulatory Fee	
	Offences relating to burning of bush	x			250.00	100% Regulatory Fee	
	Failure to prepare a fire break in accordance with section 22(3)(b) before setting fire to bush on land adjoining exempt land	x			250.00	100% Regulatory Fee	
	Failure to produce permit to burn	x			100.00	100% Regulatory Fee	
	Failure or refusal to identify person who issued permit to burn	x			100.00	100% Regulatory Fee	
	Burning garden refuse at rubbish tip contrary to notice	x			1,000.00	100% Regulatory Fee	
	Burning garden refuse during limited burning times	x			250.00	100% Regulatory Fee	
	Offences relating to lighting of fires in the open air	x			250.00	100% Regulatory Fee	
	Lighting a fire contrary to a notice issued under section 25A(5) by a local government	x			250.00	100% Regulatory Fee	
	Offences relating to the operation of tractors or self propelled harvesters, engines, machinery and vehicles during the prohibited and restricted burning times	x			250.00	100% Regulatory Fee	
	Operation of a tractor or self propelled harvester without a fire extinguisher contrary to a notice issued by a local government	x			250.00	100% Regulatory Fee	
	Giving a false alarm of fire	x			250.00	100% Regulatory Fee	
	Vandalism	x			250.00	100% Regulatory Fee	
01050417	Failure of occupier of land to extinguish a bush fire burning on the land	x			250.00	100% Regulatory Fee	Bush Fires Act 1954
	Offences relating to the disposal of cigarettes, cigars and matches	x			100.00	100% Regulatory Fee	
	Refusal to state name and abode or stating false name and abode	x			100.00	100% Regulatory Fee	
	Obstruction	x			250.00	100% Regulatory Fee	
	Applying to another bush fire control officer for permit where permit already refused or granted subject to special conditions	x			250.00	100% Regulatory Fee	
	Failure to notify or report the escape of a fire lit under permit	x			250.00	100% Regulatory Fee	
	Failure to comply with a requisition of a bush fire control officer relating to burning under section 24A of the Act	x			250.00	100% Regulatory Fee	
	Offences relating to operation of bulldozer or road grader	x			250.00	100% Regulatory Fee	
	Operating harvesting machine or header during prohibited burning times or restricted burning times without fire extinguisher	x			250.00	100% Regulatory Fee	
	Operating or using engines, vehicles, plant or machinery contrary to notice or direction	x			500.00	100% Regulatory Fee	
	Failure to fit spark arrester to power saw, bag loader or other plant or equipment	x			250.00	100% Regulatory Fee	
	Offences relating to operation of motor vehicles	x			250.00	100% Regulatory Fee	
	Offences relating to operation of aeroplanes	x			250.00	100% Regulatory Fee	
	Offences relating to operation of welding and cutting apparatus	x			250.00	100% Regulatory Fee	
	Failure to comply with directions of bush fire control officer	x			250.00	100% Regulatory Fee	

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GL	Charge Type Code (If Sundry Debtor invoicing permitted to approved account holders under policy CP FIN-3207)	COUNCIL CHARGE GST INCLUSIVE (WHERE INDICATED ✓)		STATUTORY CHARGE Per regulation as at 1 July 2015	PRICING BASIS REFERENCE (TARGET)	LEGISLATIVE REFERENCE
		GST	Effective 1 July 2015				Effective 1 January 2016
Other Law, Order and Public Safety (continued)						
Bushfire Infringements (continued)						
	Offences relating to the use of fireworks	x		250.00	100% Regulatory Fee	
	Failure to comply with the directions of a bush fire control officer	x		250.00	100% Regulatory Fee	
01050417	Failure to give prescribed notification to local government regarding the occurrence of a bush fire	x		100.00	100% Regulatory Fee	<i>Bush Fires Act 1954</i>
	Failure by owner or occupier of land to give prescribed notice of intention to exercise powers conferred by section 34 of the Act	x		250.00	100% Regulatory Fee	
Camping Infringements						
	Occupied a park home not in a caravan park	x		200.00	100% Regulatory Fee	
	Camped other than at a licensed caravan park or camping ground	x		100.00	100% Regulatory Fee	
	Excessive number of caravans on a lot without approval	x		100.00	100% Regulatory Fee	
01050420	Failed to maintain a caravan or a camp in a condition such that it was not a hazard to safety or health	x		100.00	100% Regulatory Fee	<i>Parks & Camping Grounds Act 1997</i>
	Failed to ensure that a caravan or park home was transportable	x		100.00	100% Regulatory Fee	
	Failed to ensure that a caravan complied with standards for caravans	x		100.00	100% Regulatory Fee	
	Failed to ensure that an annex complied to standards for annexes	x		100.00	100% Regulatory Fee	
	Being an occupier of a site, failed to ensure the site complied with the requirements of Schedule 7 of the Regulations being:					
	a. a vehicle parked on a facility road	x		50.00	100% Regulatory Fee	
	b. a caravan, storage shed or other building on a site not tied down or made safe as approved	x		200.00	100% Regulatory Fee	
01050420	Being an owner or person who has control of a dog which is not kept on a leash or kept in an enclosed or fenced area	x		100.00	100% Regulatory Fee	<i>Parks & Camping Grounds Act 1997</i>
	Drove a vehicle in a facility at a speed exceeding 8km/hour	x		50.00	100% Regulatory Fee	
	Brought a park home onto a facility without the prior approval of the facility licence holder	x		200.00	100% Regulatory Fee	
	Attached a rigid annex to a caravan without the written approval of the licence holders, and also requires written approval of local government	x		200.00	100% Regulatory Fee	
	Constructed a carport or pergola without the prior written approval of the Shire of Wyndham East Kimberley and the licence holder	x		200.00	100% Regulatory Fee	
	Constructed a carport or pergola in a facility without the written approval of the licence holder and the Shire of Wyndham East Kimberley	x		200.00	100% Regulatory Fee	

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GL	Charge Type Code (If Sundry Debtor invoicing permitted to approved account holders under policy CP FIN-3207)	COUNCIL CHARGE GST INCLUSIVE (WHERE INDICATED ✓)			STATUTORY CHARGE	PRICING BASIS REFERENCE (TARGET)	LEGISLATIVE REFERENCE
		GST	Effective 1 July 2015	Effective 1 January 2016				Per regulation as at 1 July 2015
SCHEDULE 7 - HEALTH							
Preventative Services - Administration							
Caravan Parks							
1070413	CPCS (via Health)	Registration Per Camp Site / annum	x		3.00	100% Regulatory Fee	Caravan Parks and Camping Ground Regulations 1997
	CPSS (via Health)	Registration Per Short Stay Site / annum	x		6.00	100% Regulatory Fee	
	CPLS (via Health)	Registration Per Long Stay Site / annum	x		6.00	100% Regulatory Fee	
	CPOS (via Health)	Registration Per Overflow Site / annum	x		1.50	100% Regulatory Fee	
	** Note: a \$200 minimum overall fees / annum applies to above. **						
		Additional fee for renewal after expiry	x		20.00	100% Regulatory Fee	
		Transfer of Caravan Park Licence	x		100.00	100% Regulatory Fee	
Food Business - Food Registration and Notification							
		Temporary Food Stall Application	x		50.00	100% Regulatory Fee	Food Act 2008 s107
		Registration Application	x		50.00	100% Regulatory Fee	Food Act 2008 s107, Local Government Act 1995, Part 6, Division 5, Sections 6.15, 6.16, 6.17, 6.18; Food Regulations 2000 s10
		Temporary Food Stall Application - Not for Profit / Non Government User Groups as defined under "Community and Recreation Facilities and Services"			No Cost		
Food Business - Assessment of Food Business (Assessment fees below are in addition to the Registration Application fee above)							
1070414		High Risk	x	278.10		Full Cost Recovery	Food Act 2008 s110 4(B); Local Government Act 1995, Part 6, Division 5, Sections 6.15, 6.16, 6.17, 6.18
		Medium Risk	x	139.60		Full Cost Recovery	
		Low Risk	x	70.40		Full Cost Recovery	
Food Business - Annual Surveillance Charge							
	FBHR (via Health)	High Risk	x	445.00		Full Cost Recovery	
	FBMR (via Health)	Medium Risk	x	296.00		Full Cost Recovery	
	FBLR (via Health)	Low Risk	x	148.00		Full Cost Recovery	Food Act 2008 s140; Local Government Act 1995, Part 6, Division 5, Sections 6.15, 6.16, 6.17, 6.18
		Remote Premises	✓	Actual Cost		Full Cost Recovery	Public Service Award 1992 for Engine Displacement rates
		Routine Inspections By Road - per kilometre - (Engine Displacement Over 2600cc)	x	0.986		Full Cost Recovery	
		Routine Inspections By Road - per kilometre - (Engine Displacement Over 1600cc to 2600cc)	x	0.706		Full Cost Recovery	
		Routine Inspections By Road - per kilometre - (Engine Displacement 1600cc and Under)	x	0.583		Full Cost Recovery	
		Re-Assessment Following Identification of Non-Compliance	x	148.00		Full Cost Recovery	
Infringements							
1070419		Offences under the Food Act 2008	x		As Prescribed	100% Regulatory Fee	Food Act 2008
		Offences under the Food Regulations 2009	x		As Prescribed	100% Regulatory Fee	Food Regulations 2009
		Offences under the Environmental Protection Act 1986	x		As Prescribed	100% Regulatory Fee	Environmental Protection Act 1986
		Offences under the Environmental Protection (Noise) Regulations 1997	x		As Prescribed	100% Regulatory Fee	Environmental Protection (Noise) Regulations 1997
		Offences under the Environmental Protection (Unauthorised Discharges) Regulations 2004	x		As Prescribed	100% Regulatory Fee	Environmental Protection (Unauthorised Discharges) Regulations 2004

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		GST	Effective 1 July 2015	Effective 1 January 2016			
Preventative Services - Administration (continued)							
Effluent Disposal							
1070411		On-site effluent disposal applications (includes local government application fee \$118 and permit to use apparatus fee \$118)	x		236.00	100% Regulatory Fee	<i>Health (Treatment of Sewage and Disposal of Effluent and Liquid Waste) Regulations 1974, Schedule 1</i>
		Local Government Report	x	118.00		Full Cost Recovery	
Swimming Pool Sampling							
1070415	SPRS (via Health)	Pool Sample Fee	✓	84.00		Full Cost Recovery	<i>Local Government Act 1995, Part 6, Division 5, Sections 6.15, 6.16, 6.17, 6.18</i>
	SPRS (via Health)	Re-sample of pool following failure of monthly sample	✓	184.70		Full Cost Recovery	
	SPRS (via Health)	Water Sample Fee (Potable Water)	✓	84.00		Full Cost Recovery	
Public Buildings							
1070417		Form 1 - Application to Construct, Extend or Alter	✓	50.00		Full Cost Recovery	<i>Health Act 1911, section 176; Health (Public Buildings) Regulations 1992, schedule 1; Local Government Act 1995, Part 6, Division 5, Sections 6.15, 6.16, 6.17, 6.18</i>
		Form 2 - Application for Certificate of Approval (Low Risk)	✓	70.40		Full Cost Recovery	
		Form 2 - Application for Certificate of Approval (Medium Risk)	✓	139.60		Full Cost Recovery	
		Form 2 - Application for Certificate of Approval (High Risk)	✓	278.10		Full Cost Recovery	
		Form 3 - Application to Vary Certificate of Approval	✓	70.40		Full Cost Recovery	
Other Health Fees and Charges							
1070412	LHAN (via Health)	Lodging House Registration per annum	x	228.80		Full Cost Recovery	<i>Health Act 1911, section 158; Sec 8.1.4 of SWEK Health Local Law; 344C of the Health Act 1911.</i>
1070417		Inspection Fee (Settlement request, certificate of local government under Liquor Control Act 1988)	✓	239.30		Full Cost Recovery	<i>Local Government Act 1995, Part 6, Division 5, Sections 6.15, 6.16, 6.17, 6.18</i>
		Offensive Trade Registration	x		As Prescribed	100% Regulatory Fee	<i>Offensive Trade (Fees) Regulations 1976</i>
		Retrieval and research fee for health information / documentation (per hour - one hour minimum). <i>Note-freedom of information restrictions may apply (additional fees apply for copying)</i>	✓	64.10		Full Cost Recovery	<i>Local Government Act 1995, Part 6, Division 5, Sections 6.15, 6.16, 6.17, 6.18</i>

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		GST	Effective 1 July 2015	Effective 1 January 2016			
SCHEDULE 10 - COMMUNITY AMENITIES							
Sanitation - Household Refuse							
Waste Management and Collection Charges (where applicable)							
1100116	Waste Management Charge (per annum)	x	200.00			Full Cost Recovery + Possible Future Consideration	Waste Avoidance and Resource Recovery Act 2007, Part 6, Div 3, Section 66; Local Government Act 1995, Part 6, Division 5, Sections 6.15, 6.16, 6.17, 6.18; GST Exempt: (A New Tax System (Goods and Services Tax) (Exempt Taxes, Fees and Charges) Determination 2011 (No. 1))
1100110	Waste Receptacle Charge - once weekly service (per receptacle per annum)	x	293.90			Full Cost Recovery	Waste Avoidance and Resource Recovery Act 2007, Part 6, Div 3, Section 67; Local Government Act 1995, Part 6, Division 5, Sections 6.15, 6.16, 6.17, 6.18; GST Exempt: (A New Tax System (Goods and Services Tax) (Exempt Taxes, Fees and Charges) Determination 2011 (No. 1))
1100111	Additional Waste Receptacle Charge (per receptacle per service per annum)	x	516.30			Full Cost Recovery	Waste Avoidance and Resource Recovery Act 2007, Part 6, Div 3, Section 67; Local Government Act 1995, Part 6, Division 5, Sections 6.15, 6.16, 6.17, 6.18; GST Exempt: (A New Tax System (Goods and Services Tax) (Exempt Taxes, Fees and Charges) Determination 2011 (No. 1))
1100110	Waste Collection Service (Exempt / Non-Rateable) (per receptacle per annum)	x	516.30			Full Cost Recovery	Waste Avoidance and Resource Recovery Act 2007, Part 6, Div 3, Section 68; Local Government Act 1995, Part 6, Division 5, Sections 6.15, 6.16, 6.17, 6.18; GST Exempt: (A New Tax System (Goods and Services Tax) (Exempt Taxes, Fees and Charges) Determination 2011 (No. 1))
1100113	Replacement of Bin (per bin at cost plus administrative fee)	x	Full cost recovery + \$18.70 administrative fee			Full Cost Recovery	Waste Avoidance and Resource Recovery Act 2007, Part 6, Div 3, Section 68; Local Government Act 1995, Part 6, Division 5, Sections 6.15, 6.16, 6.17, 6.18; GST Exempt: (A New Tax System (Goods and Services Tax) (Exempt Taxes, Fees and Charges) Determination 2011 (No. 1))
	Repairs to Bin (per repair at cost plus administrative fee)	x	Full cost recovery + \$18.70 administrative fee			Full Cost Recovery	
Disposal Charges							
	Domestic Waste Disposal Fee - per m3 (pro-rata where applicable)	✓	52.50			Full Cost Recovery + Possible Future Consideration	
1100114	Domestic Waste Voucher - 1 cubic metre (for replacement and additional vouchers)	✓	52.50			Full Cost Recovery + Possible Future Consideration	Waste Avoidance and Resource Recovery Act 2007, Part 6, Div 3, Section 68; Local Government Act 1995, Part 6, Division 5, Sections 6.15, 6.16, 6.17, 6.18
	Domestic Waste Voucher - 52 x 240 Litres (for replacement vouchers only)	✓	52.50			Full Cost Recovery + Possible Future Consideration	
	Domestic Waste Voucher - 52 x 240 Litres (for an additional voucher)	✓	682.50			Full Cost Recovery + Possible Future Consideration	

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		GST	Effective 1 July 2015	Effective 1 January 2016			
Sanitation - Household Refuse (continued)							
Disposal Charges (continued)							
		Domestic Waste Disposal Fee - per m3 - Uncontaminated Green Waste - **No cost up to 1m3 daily**	✓	25.80		Full Cost Recovery + Possible Future Consideration	
	0042	Commercial Waste Disposal Fee - per m3 (not green waste)	✓	52.50		Full Cost Recovery + Possible Future Consideration	
	0041	Commercial Waste Disposal Fee - per m3 - Green Waste	✓	25.80		Full Cost Recovery + Possible Future Consideration	
	0043	Liquid Waste (per 1000 ltrs)	✓	225.60		Full Cost Recovery + Possible Future Consideration	
	0044	Medical Waste - per m3	✓	171.10		Full Cost Recovery + Possible Future Consideration	
1100114	0045	Compact Waste - per m3	✓	52.50		Full Cost Recovery + Possible Future Consideration	Waste Avoidance and Resource Recovery Act 2007, Part 6, Div 3, Section 68; Local Government Act 1995, Part 6, Division 5, Sections 6.15, 6.16, 6.17, 6.18
	0046	Disposal Fee for Asbestos Disposal, per cubic metre	✓	143.30		Full Cost Recovery + Possible Future Consideration	
	0047	Waste Oil - per litre	✓	1.00		Full Cost Recovery + Possible Future Consideration	
	0048	Disposal of Waste Oil Drums (44 gallon drums & over)	✓	6.20		Full Cost Recovery + Possible Future Consideration	
		Car Bodies		No Cost		Full Cost Recovery + Possible Future Consideration	
	0049	Car Tyres	✓	8.70		Full Cost Recovery + Possible Future Consideration	

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		GST	Effective 1 July 2015	Effective 1 January 2016			
Sanitation - Household Refuse (continued)							
Disposal Charges (continued)							
	0050	4WD Tyres	✓	11.10		Full Cost Recovery + Possible Future Consideration	
	0051	Truck Tyres	✓	29.40		Full Cost Recovery + Possible Future Consideration	
1100114	0052	Earthmoving Tyres	✓	83.30		Full Cost Recovery + Possible Future Consideration	
	0056	Pallets (per pallet)	✓	7.40		Full Cost Recovery + Possible Future Consideration	Waste Avoidance and Resource Recovery Act 2007 Part 6 Div 3 (68); Local Government Act 1995, Part 6, Division 5, Sections 6.15, 6.16, 6.17, 6.18
	0053	Contaminated soil - hydrocarbons (CSH) - per m3	✓	189.80		Full Cost Recovery + Possible Future Consideration	
N/A		Contaminated soil - others (CSO) - per m3		No Longer Accepted		Full Cost Recovery + Possible Future Consideration	
		Clean Fill - Uncontaminated		No Cost		Full Cost Recovery + Possible Future Consideration	
Sanitation - Other							
Littering Infringements (as per Litter Regulations 1981)							
		Littering - Cigarette Butt	x		75.00	100% Regulatory Fee	
		Littering - Creating Public Risk	x		500.00	100% Regulatory Fee	
		Littering - Any Other	x		200.00	100% Regulatory Fee	
1100210		Breaking Glass, Metal or Earthenware	x		500.00	100% Regulatory Fee	Litter Regulations 1981, Schedule 1
		Bill Posting	x		200.00	100% Regulatory Fee	
		Bill Posting on a vehicle	x		200.00	100% Regulatory Fee	
		Depositing domestic or commercial waste in a public litter receptacle	x		200.00	100% Regulatory Fee	
		Transporting Load inadequately secured	x		200.00	100% Regulatory Fee	

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		GST	Effective 1 July 2015			
Town Planning and Regional Development						
	Development Application (other than for an extractive industry) where the development has not commenced or been carried out and the estimated cost of the development (Ex GST) is:					
	A) not more than \$50 000	x		147.00	100% Regulatory Fee	
	B) more than \$50 000 but not more than \$500 000	x		0.32% of the estimated cost of development	100% Regulatory Fee	
	C) more than \$500 000 but not more than \$2.5 million	x		\$1,600 + 0.257% for every \$1 in excess of \$500 000	100% Regulatory Fee	
	D) more than \$2.5 million but not more than \$5 million	x		\$6,740 + 0.206% for every \$1 in excess of \$2.5 million	100% Regulatory Fee	
1100611	E) more than \$5 million but not more than \$21.5 million	x		\$11,890 + 0.123% for every \$1 in excess of \$5 million	100% Regulatory Fee	
	F) more than \$21.5 million	x		34,196.00	100% Regulatory Fee	Planning and Development Act 2005, Town Planning Regulations 2009, Reg 47 Schedule 2.
	Extractive Industry Application - where the development has not commenced or been carried out	x		739.00	100% Regulatory Fee	
	Change of Use and Non Conforming Use Application Only	x		295.00	100% Regulatory Fee	
	Retrospective Applications for Development / Land use - Non Conforming Use / Extractive Industry - To discourage unlawful development	x		3 x cost of application fee as per above categories	100% Regulatory Fee	
Home Occupation						
	Initial Application	x		222.00	100% Regulatory Fee	
	Annual Renewal	x		73.00	100% Regulatory Fee	
1100615	Penalty for conducting Home Occupation without Planning Consent, or for conducting a Home Occupation after expiration of annual renewal	x		3 x Home Occupation Application or Renewal Fee as applicable		

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		GST	Effective 1 July 2015			
Town Planning and Regional Development (continued)						
	Scheme Amendment and Structure Plans					
	<i>Note: Fees are calculated per officer per hour.</i>					
	Initial application fee	✓		2,500.00	100% Regulatory Fee	
	Assessment fees will then be calculated on the following basis - per hour per officer:					
	<i>Director / City / Shire Planner \$83.00 per hour</i>					
	<i>Manager / Senior Planner \$63.00 per hour</i>					
	<i>Planning Officer \$34.70 per hour</i>					
	<i>Other staff eg: Environmental Health Officer \$34.70 per hour</i>					
	<i>Secretary / Administration Clerk \$28.40 per hour</i>					
	Fees will be calculated when works completed as per above. A refund or further charge will then apply for any costs outside the initial application fee.					WA Planning Commission Fees
1100613						
1100614	Advertising	✓	Actual Costs		Full Cost Recovery	
	Strata Plan, Re-subdivision or Consolidation of Lots Applications (per lot)					
	A) Not more than 5 lots					
	Base assessment fee; plus	x		637.00	100% Regulatory Fee	
	Assessment fee per lot	x		64.00	100% Regulatory Fee	
1100612	B) More than 5 lots (up to and including 100 lots)					WA Planning Commission Fees
	Base assessment fee; plus	x		957.00	100% Regulatory Fee	
	Assessment fee per lot	x		42.40	100% Regulatory Fee	
	C) More than 100 lots (capped)	x		4,985.00	100% Regulatory Fee	
	Subdivision / Strata Clearance (per lot)					
	Not more than 5 lots (per lot)	x		73.00	100% Regulatory Fee	
	More than 5 lots but not more than 195 lots - first 5 lots as per fee above, Lots 6 - 195 (per lot)	x		73.00	100% Regulatory Fee	WA Planning Commission Fees
	More than 195 lots	x		7,393.00	100% Regulatory Fee	
1100612						
	Strata Form 7 Clearance Certificate under section 5B(2), 8A(f) or 9(3) of the Strata Titles Act	x		0.20 per sqm of floor area (with a minimum fee of \$100)	100% Regulatory Fee	Strata Titles General Regulations 1996, Schedule 1 (2).

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		GST	Effective 1 July 2015	Effective 1 January 2016			
Town Planning and Regional Development (continued)							
Other Planning Fees							
1100614	Property Settlement Questionnaire	✓			73.00	100% Regulatory Fee	Planning and Development Act 2005 , Town Planning Regulations
1100613	Zoning Certificate	x			73.00	100% Regulatory Fee	
	Written Zoning Enquiries	✓			73.00	100% Regulatory Fee	
1100614	Retrieval and research fee for planning information / documentation (per hour - one hour minimum). <i>Note-freedom of information restrictions may apply (additional fees apply for copying)</i>	✓	64.10			Full Cost Recovery	
	Section 40 Liquor License Certificate	x	117.60			Full Cost Recovery	
1100613	Permanent Road Closure Application (<i>Temporary road closures for events are not included in this fee category, please refer to Public Events</i>)	x	289.70			Full Cost Recovery	
Trading in Public Places or Thoroughfares							
	Traders Permit - Application Fee	x	105.00			Full Cost Recovery	Local Government Act 1995 , Part 6, Division 5, Sections 6.15, 6.16, 6.17, 6.18
	Traders Permit - Daily Charge	x	26.30			Full Cost Recovery	
	Traders Permit - Monthly Charge	x	367.30			Full Cost Recovery	
	Traders Permit - Annual Charge	x	1,049.30			Full Cost Recovery	
1100611	Outdoor Dining						
	Application Fee	x	150.00			Full Cost Recovery	
	Annual Permit Fee - Per Square Metre (/m ²)	x	10.00			Full Cost Recovery	
	Display of Goods						
	Application Fee	x	150.00			Full Cost Recovery	
	Annual Permit Fee - Per Square Metre (/m ²)	x	10.00			Full Cost Recovery	
Other Community Amenities							
Cemeteries							
	1. On application for an order for burial the following fees shall be payable:						
	(a) For sinking grave 1.83 m deep (Adult)	✓	1,285.40			Full Cost Recovery	Cemeteries Act 1986 , part VII, s53
	(b) For sinking grave 1.83 m deep (Child under 10 years)	✓	1,017.90			Full Cost Recovery	
1100710	(c) For sinking grave 1.4 m deep (Stillborn child)	✓	678.90			Full Cost Recovery	
	(d) Surcharge for weekend interments	✓	979.00			Full Cost Recovery	
	2. For sinking grave deeper than normal depth (per metre or part thereof)	✓	272.90			Full Cost Recovery	
	Re-opening of an Ordinary grave - as for interment	✓	1,285.40			Full Cost Recovery	
	Interment in a new grave after exhumation	✓	545.70			Full Cost Recovery	
1100711	3. (a) Undertakers Annual License Fee	x	333.70			Full Cost Recovery	
	3.(b) Undertakers Ad Hoc Licence Fee	x	84.00			Full Cost Recovery	
	4. (a) Permission to erect headstone or to enclose any grave with a slab	x	34.70			Full Cost Recovery	
	(b) Registration of Right of Burial (25 years)	x	173.20			Full Cost Recovery	
1100710	(c) Copy of Right of Burial	x	36.80			Full Cost Recovery	

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GL	Charge Type Code (If Sundry Debtor invoicing permitted to approved account holders under policy CP FIN-3207)	COUNCIL CHARGE GST INCLUSIVE (WHERE INDICATED ✓)			STATUTORY CHARGE	PRICING BASIS REFERENCE (TARGET)	LEGISLATIVE REFERENCE
		GST	Effective 1 July 2015	Effective 1 January 2016			
Other Community Amenities							
	Roadside Memorial						
1100710	Installation of Roadside Memorial (Refer Policy CP/INP-3600)	✓	323.20			Full Cost Recovery	Cemeteries Act 1986 , part VII, s53
SCHEDULE 11 - RECREATION AND CULTURE							
Wyndham Community Resource Centre							
Memberships							
	Community Member	✓	94.50			Partial Cost Recovery	
	Corporate	✓	105.00			Partial Cost Recovery	
	Family of 4	✓	131.20			Partial Cost Recovery	
	<i>Note: Memberships include: 10% Discount on services excluding advertising + 4 hours free internet per year</i>						
Meeting Room Hire Per Day - Members							
	Not for Profit, Youth Services	✓	190.30			Partial Cost Recovery	
	Government, Private	✓	275.40			Partial Cost Recovery	
Meeting Room Hire Per Day - Non-Members							
	Not for Profit, Youth Services	✓	211.40			Partial Cost Recovery	
	Government, Private	✓	305.90			Partial Cost Recovery	
Staff Hire Per Meeting - Members							
	Minutes Only	✓	25.10			Partial Cost Recovery	
	Minutes & Agenda	✓	50.10			Partial Cost Recovery	
	Typing Documents Per Hour	✓	35.10			Partial Cost Recovery	
	Typing Documents Per Page	✓	10.10			Partial Cost Recovery	
1111902	Staff Hire Per Meeting - Non-Members						
	Minutes Only	✓	27.90			Partial Cost Recovery	
	Minutes & Agenda	✓	55.70			Partial Cost Recovery	
	Typing Documents Per Hour	✓	39.00			Partial Cost Recovery	
	Typing Documents Per Page	✓	11.20			Partial Cost Recovery	
Staff Assistance - Members							
	Computer Assistance Per Hour	✓	15.20			Partial Cost Recovery	
	Emailing (Per Email)	✓	4.10			Partial Cost Recovery	
Staff Assistance - Non-Members							
	Computer Assistance Per Hour	✓	16.70			Partial Cost Recovery	
	Emailing (Per Email)	✓	4.60			Partial Cost Recovery	
Laminating - Members							
	A4 Per Page	✓	2.10			Partial Cost Recovery	
	A3 Per Page	✓	3.10			Partial Cost Recovery	
	Other Sizes - POA	✓				Partial Cost Recovery	

Local Government Act 1995 , Part 6, Division 5,
Sections 6.15, 6.16, 6.17, 6.18

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		GST	Effective 1 July 2015	Effective 1 January 2016			
Wyndham Community Resource Centre (continued)							
	Laminating - Non-Members						
	A4 Per Page	✓	2.40			Partial Cost Recovery	
	A3 Per Page	✓	3.40			Partial Cost Recovery	
	Other Sizes - POA	✓	POA			Partial Cost Recovery	
	Faxing - Members						
	Local and STD Initial Page	✓	4.10			Partial Cost Recovery	
	Local and STD Subsequent Pages	✓	1.10			Partial Cost Recovery	
	International Initial Page	✓	5.10			Partial Cost Recovery	
	International Subsequent Pages	✓	3.10			Partial Cost Recovery	
	Receiving Per Page	✓	0.60			Partial Cost Recovery	
	Faxing - Non-Members						
	Local and STD Initial Page	✓	4.60			Partial Cost Recovery	
	Local and STD Subsequent Pages	✓	1.20			Partial Cost Recovery	
	International Initial Page	✓	5.60			Partial Cost Recovery	
	International Subsequent Pages	✓	3.40			Partial Cost Recovery	
	Receiving Per Page	✓	0.70			Partial Cost Recovery	
1111902	Photocopying/Printing (Black and White) - Members						Local Government Act 1995, Part 6, Division 5, Sections 6.15, 6.16, 6.17, 6.18
	A4 Single Side	✓	0.30			Partial Cost Recovery	
	A4 Double Side	✓	0.50			Partial Cost Recovery	
	A3 Single Side	✓	0.50			Partial Cost Recovery	
	A3 Double Side	✓	0.90			Partial Cost Recovery	
	Photocopying/Printing (Black and White) - Members						
	A4 Single Side	✓	0.40			Partial Cost Recovery	
	A4 Double Side	✓	0.60			Partial Cost Recovery	
	A3 Single Side	✓	0.60			Partial Cost Recovery	
	A3 Double Side	✓	1.00			Partial Cost Recovery	
	Photocopying/Printing (Full Colour) - Members						
	A4 Single Side	✓	1.10			Partial Cost Recovery	
	A4 Double Side	✓	2.10			Partial Cost Recovery	
	A3 Single Side	✓	2.10			Partial Cost Recovery	
	A3 Double Side	✓	4.10			Partial Cost Recovery	

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		GST	Effective 1 July 2015	Effective 1 January 2016			
Wyndham Community Resource Centre (continued)							
	Photocopying/Printing (Full Colour) - Non-Members						
	A4 Single Side	✓	1.20			Partial Cost Recovery	
	A4 Double Side	✓	2.40			Partial Cost Recovery	
	A3 Single Side	✓	2.40			Partial Cost Recovery	
	A3 Double Side	✓	4.60			Partial Cost Recovery	
	Scanning - Members						
	First Page	✓	2.10			Partial Cost Recovery	
	Subsequent Pages	✓	0.90			Partial Cost Recovery	
	Photos - Per Photo	✓	5.10			Partial Cost Recovery	
	Guillotining Per Page	✓	2.10			Partial Cost Recovery	
	Scanning - Non-Members						
	First Page	✓	2.40			Partial Cost Recovery	
	Subsequent Pages	✓	1.00			Partial Cost Recovery	
	Photos - Per Photo	✓	5.60			Partial Cost Recovery	
	Guillotining Per Page	✓	2.40			Partial Cost Recovery	
	Internet Access - Members						
1111902	Per 1/2 Hour	✓	4.10			Partial Cost Recovery	Local Government Act 1995, Part 6, Division 5, Sections 6.15, 6.16, 6.17, 6.18
	Per Hour	✓	8.10			Partial Cost Recovery	
	Wi-Fi Per 1/2 Hour	✓	4.10			Partial Cost Recovery	
	Wi-Fi Per Hour	✓	6.70			Partial Cost Recovery	
	10 Hour Voucher	✓	60.20			Partial Cost Recovery	
	Internet Access - Non-Members						
	Per 1/2 Hour	✓	4.60			Partial Cost Recovery	
	Per Hour	✓	9.00			Partial Cost Recovery	
	Wi-Fi Per 1/2 Hour	✓	4.60			Partial Cost Recovery	
	Wi-Fi Per Hour	✓	7.30			Partial Cost Recovery	
	10 Hour Voucher	✓	66.80			Partial Cost Recovery	
	CD Burning - Members						
	CD Included	✓	13.20			Partial Cost Recovery	
	No CD Included	✓	10.10			Partial Cost Recovery	
	CD Burning - Non-Members						
	CD Included	✓	14.50			Partial Cost Recovery	
	No CD Included	✓	11.20			Partial Cost Recovery	

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		GST	Effective 1 July 2015	Effective 1 January 2016			
Wyndham Community Resource Centre (continued)							
	DVD Burning - Members						
	DVD Included	✓	18.10			Partial Cost Recovery	
	No DVD Included	✓	15.20			Partial Cost Recovery	
	DVD Burning - Non-Members						
	DVD Included	✓	20.10			Partial Cost Recovery	
	No DVD Included	✓	16.70			Partial Cost Recovery	
	Video Conferencing ISDN to Web - Members						
	Price Per Hour - Includes Room Hire	✓	125.20			Partial Cost Recovery	
	<i>* Requires Bookings in Advance. Prices dependent on third party provider.</i>						
	Video Conferencing ISDN to Web - Non-Members						
	Price Per Hour - Includes Room Hire	✓	139.10			Partial Cost Recovery	
	<i>* Requires Bookings in Advance. Prices dependent on third party provider.</i>						
1111902	Web Conferencing IP Based - Members						
	Multi Point (up to 8 sites)	✓	65.20			Partial Cost Recovery	
	<i>* Price Per Hour Includes Room Hire</i>						
	Web Conferencing IP Based - Non-Members						
	Multi Point (up to 8 sites)	✓	72.30			Partial Cost Recovery	Local Government Act 1995, Part 6, Division 5, Sections 6.15, 6.16, 6.17, 6.18
	<i>* Price Per Hour Includes Room Hire</i>						
	Exam Supervision - Members						
	Price Per Hour	✓	50.10			Partial Cost Recovery	
	<i>* Includes Room Set Up and Hire</i>						
	Exam Supervision - Non-Members						
	Price Per Hour	✓	55.70			Partial Cost Recovery	
	<i>* Includes Room Set Up and Hire</i>						
	The Bastion Advertising - 1 Month - Black and White						
	1/4 Page Advertising	✓	55.70			Partial Cost Recovery	
	1/2 Page Advertising	✓	100.20			Partial Cost Recovery	
	Full Page Advertising	✓	194.70			Partial Cost Recovery	
1111903	The Bastion Advertising - 3 Months - Black and White						
	1/4 Page Advertising	✓	139.10			Partial Cost Recovery	
	1/2 Page Advertising	✓	278.10			Partial Cost Recovery	
	Full Page Advertising	✓	556.20			Partial Cost Recovery	

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		GST	Effective 1 July 2015	Effective 1 January 2016			
Wyndham Community Resource Centre (continued)							
	The Bastion Advertising - 6 Months - Black and White						
	1/4 Page Advertising	✓	267.00			Partial Cost Recovery	
	1/2 Page Advertising	✓	533.90			Partial Cost Recovery	
	Full Page Advertising	✓	1,056.70			Partial Cost Recovery	
	The Bastion Advertising - 12 Months - Black and White						
	1/4 Page Advertising	✓	500.60			Partial Cost Recovery	
	1/2 Page Advertising	✓	1,001.10			Partial Cost Recovery	
	Full Page Advertising	✓	2,002.10			Partial Cost Recovery	
	The Bastion Advertising - 1 Month - Colour						
	1/4 Page Advertising	✓	122.40			Partial Cost Recovery	
	1/2 Page Advertising	✓	244.70			Partial Cost Recovery	
	Full Page Advertising	✓	500.60			Partial Cost Recovery	
	The Bastion Advertising - 3 Months - Colour						
1111903	1/4 Page Advertising	✓	356.00			Partial Cost Recovery	Local Government Act 1995 , Part 6, Division 5, Sections 6.15, 6.16, 6.17, 6.18
	1/2 Page Advertising	✓	700.80			Partial Cost Recovery	
	Full Page Advertising	✓	1,395.90			Partial Cost Recovery	
	The Bastion Advertising - 6 Months - Colour						
	1/4 Page Advertising	✓	661.80			Partial Cost Recovery	
	1/2 Page Advertising	✓	1,321.40			Partial Cost Recovery	
	Full Page Advertising	✓	2,647.20			Partial Cost Recovery	
	The Bastion Advertising - 12 Months - Colour						
	1/4 Page Advertising	✓	1,256.90			Partial Cost Recovery	
	1/2 Page Advertising	✓	2,502.60			Partial Cost Recovery	
	Full Page Advertising	✓	4,994.10			Partial Cost Recovery	
	The Bastion Advertising - Classifieds (Per Month)						
	6 x 9 (W x L) Black and White Advertising	✓	33.40			Partial Cost Recovery	
	6 x 9 (W x L) Colour Advertising	✓	72.30			Partial Cost Recovery	
Libraries							
	Photocopying/Printing/Faxing/Internet						
1111512	A4 Black & White (single sided) per copy - multiply by two for a double sided copy	✓	0.35			Full Cost Recovery	Public Library Services Framework Agreement 2010
	A4 Colour (single sided) per copy - multiply by two for a double sided copy	✓	1.15			Full Cost Recovery	
	A3 Black & White (single sided) per copy - multiply by two for double sided copy	✓	0.65			Full Cost Recovery	
	A3 Colour (single sided) per copy - multiply by two for double sided copy	✓	2.50			Full Cost Recovery	

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		GST	Effective 1 July 2015	Effective 1 January 2016			
Libraries (continued)							
	Photocopying/Printing/Faxing/Internet						
	Faxing - First Page	✓	4.50			Full Cost Recovery	
	Faxing - Each Page after First Page	✓	1.20			Full Cost Recovery	
	Internet Use for Research and Education purposes		No Cost			Full Cost Recovery	
	Internet - 30 minute usage	✓	4.20			Full Cost Recovery	
1111512	Other Library Services						Public Library Services Framework Agreement 2010
	Lost & Damaged books/items Admin fee (plus depreciated replacement cost)	✓	5.90			Full Cost Recovery	
	Laminating A4 Per Page	✓	2.70			Full Cost Recovery	
	Laminating A3 Per Page	✓	3.70			Full Cost Recovery	

SCHEDULE 11 - RECREATION AND CULTURE

Notes:

A minimum of 30% discount applies for not for profit groups / non government groups and youth service providers. Rates are calculated from when the group begins to set up, to the time they finish cleaning up. Consecutive hiring days discounts apply (ie: 10% second day, 20% third day, 25% per day thereafter (with the exception of Category 2 Equipment). Conditions of use apply to all Council facilities and equipment.

Definitions:

Not for profit/non government user groups: Where the sum of income generated by the activity is equal to or less than the total cost of the hire fee or other applicable fee; or group is registered as not for profit with the Australian Taxation Office; or incorporated sporting groups or community service organisations (as defined by their constitution).

Commercial / government / private user groups: All groups not classified as not for profit as defined above; or all government agencies; or any private function not hired on behalf of a group or organisation.

Hall only: Any activity that takes place that does not require the use of equipment other than the items stated on the hire terms and conditions form, or where this equipment is provided by the hirer.

Youth Service Providers: All groups that deliver service targeting young people within the age range of 10 to 24; and must be defined as not for profit/non government; or specific registered youth agencies.

Including equipment: Any activity that requires the use of equipment / items other than those listed in the hall hire terms and conditions, specifically chairs and tables.

Community and Recreation Facilities and Services

Hire Bonds							
	<i>Note: Bonds apply to ALL facility and equipment hire.</i>						
	Bond - High Risk (as defined by policy)	×	1,000.00			Full Cost Recovery	
	Bond - Medium Risk (as defined by policy)	×	500.00			Full Cost Recovery	
Trust Receipt dependant on facility	Bond - Low Risk (as defined by policy)	×	250.00			Full Cost Recovery	Local Government Act 1995, Part 6, Division 5, Sections 6.15, 6.16, 6.17, 6.18
	Bond - Category 1 Equipment Hire (where not provided in function/facility hire) (as defined by policy)	×	250.00			Full Cost Recovery	
	Bond - Category 2 Equipment Hire	×	500.00			Full Cost Recovery	
	Bond - Key Hire Seasonal (Sporting clubs rooms)	×	150.00			Full Cost Recovery	
	Bond - Key Hire (short term / casual use)	×	50.00			Full Cost Recovery	

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		GST	Effective 1 July 2015	Effective 1 January 2016	Per regulation as at 1 July 2015		
Other Recreation and Sport - Facility Hire							
	Recreation Services Staffing Fee (per staff member per hour)	✓	100.00			Full Cost Recovery	
	Non Sporting Activity Facility Hire						
	Kununurra Leisure Centre Hall - Hall only:						
1110810	1) Not for Profit / Non Government & Youth Service Providers - per hour	✓	50.00			Partial Cost Recovery	
	2) Commercial / Government / Private - per hour	✓	75.00			Full Cost Recovery	
	Kununurra Leisure Centre Hall - Including Equipment:						
	1) Not for Profit / Non Government & Youth Service Providers - per hour	✓	65.00			Partial Cost Recovery	
	2) Commercial / Government / Private - per hour	✓	100.00			Full Cost Recovery	
	Kununurra Leisure Centre Kitchen:						
	1) Not for Profit / Non Government & Youth Service Providers - per hour	✓	25.00			Partial Cost Recovery	
	2) Commercial / Government/Private - per hour	✓	40.00			Full Cost Recovery	
	Kununurra Leisure Centre Stage:						
1110810	1) Not for Profit / Non Government & Youth Service Providers - per hour	✓	25.00			Partial Cost Recovery	
	2) Not for Profit / Non Government & Youth Service Providers - per day	✓	75.00			Partial Cost Recovery	
	3) Commercial / Government / Private - per hour	✓	50.00			Full Cost Recovery	
	3) Commercial / Government / Private - per day	✓	150.00			Full Cost Recovery	
	Peter Reid Memorial Hall - Hall Only:						
1110112	1) Not for Profit / Non Government & Youth Service Providers - per hour	✓	40.00			Partial Cost Recovery	
	2) Commercial /Government / Private - per hour	✓	60.00			Full Cost Recovery	
	Non Sporting Activity Facility Hire (continued)						
	Peter Reid Memorial Hall - Including Equipment:						
	1) Not for Profit / Non Government & Youth Service Providers - per hour	✓	55.00			Partial Cost Recovery	
	2) Commercial / Government / Private - per hour	✓	80.00			Full Cost Recovery	
	1) Not for Profit/Non Government & Youth Service Providers - per day	✓	110.00			Partial Cost Recovery	
	2) Commercial/Government/Private - per day	✓	220.00			Full Cost Recovery	
	Kununurra Youth Centre - Activity Building including Kitchen:						
1110112	1) Not for Profit / Non Government & Youth Service Providers - per hour	✓	21.00			Partial Cost Recovery	
	2) Commercial / Government / Private - per hour	✓	55.00			Full Cost Recovery	
	1) Not for Profit / Non Government & Youth Service Providers - per day	✓	75.00			Partial Cost Recovery	
	2) Commercial / Government / Private - per day	✓	315.00			Full Cost Recovery	
	Kununurra Youth Centre - Desk Space:						
	1) Not for Profit / Non Government & Youth Service Providers - per week	✓	280.00			Partial Cost Recovery	
	1) Not for Profit / Non Government & Youth Service Providers - per month	✓	500.00			Partial Cost Recovery	

*Local Government Act 1995, Part 6, Division 5,
Sections 6.15, 6.16, 6.17, 6.18*

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		GST	Effective 1 July 2015	Effective 1 January 2016			
Other Recreation and Sport - Facility Hire							
		Kununurra Youth Centre - Half Activity Building (may include kitchen upon approval):					
		1) Not for Profit / Non Government & Youth Service Providers - per hour	✓	17.00		Partial Cost Recovery	
		2) Commercial / Government / Private - per hour	✓	40.00		Full Cost Recovery	
		Meeting Rooms					
		Peter Reid Memorial Hall - meeting room:					
1110112		1) Not for Profit / Non Government & Youth Service Providers - per hour	✓	#REF!	#REF!	Partial Cost Recovery	
		2) Commercial / Government / Private - per hour	✓	#REF!	#REF!	Full Cost Recovery	
		Kununurra Youth Centre - meeting room:					
		1) Not for Profit / Non Government & Youth Service Providers - per hour	✓	17.00		Partial Cost Recovery	
		2) Commercial / Government / Private - per hour	✓	40.00		Full Cost Recovery	
		Sporting Activity Facility Hire					
		Kununurra Leisure Centre Hall:					
1110810		1) Not for Profit / Non Government & Youth Service Providers - per hour	✓	40.00		Partial Cost Recovery	
		2) Commercial / Government / Private - per hour	✓	60.00		Full Cost Recovery	
		3) School sporting activities per hour	✓	45.00		Partial Cost Recovery	
		4) Half Court - Casual Use - per 1/2 hour (6 Pax)	✓	15.00		Partial Cost Recovery	
		Kununurra Leisure Centre Squash, Badminton and Outdoor Volleyball Court:					
		1) Viewing Area - Not for Profit / Non Government & Youth Service Providers - per hour	✓	31.00		Partial Cost Recovery	
		2) Viewing Area - Commercial / Government/Private - per hour	✓	48.00		Full Cost Recovery	
		Squash - 1 hour (per person, per court)	✓	10.50		Full Cost Recovery	
1110814		Squash - 1/2 hour (per person, per court)	✓	7.00		Full Cost Recovery	
		Squash - Junior per hour (15 years or under) (per person per court)	✓	7.00		Full Cost Recovery	
		Squash - Juioir per 1/2 hour (15 years or under) (per person per court)	✓	5.00		Full Cost Recovery	
		Squash Club - Court and Viewing Area - per hour	✓	47.00		Full Cost Recovery	
		Badminton Court (per court, per hour)	✓	15.00		Full Cost Recovery	
1110810		Outdoor volleyball court hire - (per person per hour)	✓	5.00		Full Cost Recovery	
		Wyndham Recreation Centre Undercover Courts:					
		1) Not for Profit / Non Government & Youth Service Providers - per hour	✓	10.00		Partial Cost Recovery	
		2) Commercial / Government / Private - per hour	✓	35.00		Full Cost Recovery	
1110911		Wyndham Recreation Centre Enclosed Area:					
		1) Not for Profit / Non Government & Youth Service Providers - per hour	✓	12.00		Partial Cost Recovery	
		2) Commercial / Government / Private - per hour	✓	35.00		Full Cost Recovery	

Local Government Act 1995 , Part 6, Division 5,
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		GST	Effective 1 July 2015	Effective 1 January 2016			
Other Recreation and Sport - Facility Hire							
Sporting Activity Facility Hire (continued)							
Swimming Pool Facility Hire							
Knx 1110313 / Wyn 1110413	Day Rate (includes qualified Pool Operator) - per hour	✓	75.00			Partial Cost Recovery	
	Night Rate (includes qualified Pool Operator and lights) - per hour	✓	110.00			Partial Cost Recovery	
	Swimming Clubs Night Rate - per hour	✓	95.00			Partial Cost Recovery	
Ovals (Includes Wyndham, Kununurra and Ag Society Oval).							
<i>Note: Includes access to power. If lighting required refer additional fees below.</i>							
	Oval (Not for Profit / Non Government & Youth Service Providers) - per hour	✓	30.00			Partial Cost Recovery	
	Oval (Commercial / Government/Private) - per hour	✓	45.00			Full Cost Recovery	
Knx 1111010 / Wyn 1111110	Oval (Not for Profit / Non Government & Youth Service Providers) - per day (Does not include light use)	✓	150.00			Partial Cost Recovery	
	Oval (Commercial / Government / Private) - per day	✓	350.00			Full Cost Recovery	
Ovals (Includes Wyndham, Kununurra and Ag Society Oval).							
	Oval Surrounds (Not for Profit / Non Government & Youth Service Providers) - per day	✓	150.00			Partial Cost Recovery	
	Oval Surrounds (Commercial / Government / Private) - per day	✓	300.00			Full Cost Recovery	
Oval Lights							
	Kununurra Oval (Not for Profit / Non Government & Youth Service Providers) - per pole, per hour	✓	15.50			Partial Cost Recovery	Local Government Act 1995 , Part 6, Division 5, Sections 6.15, 6.16, 6.17, 6.18
	Kununurra Oval (Commercial / Government / Private) - per pole, per hour	✓	25.00			Full Cost Recovery	
	Kununurra Cricket Net Lights - per hour	✓	15.00			Full Cost Recovery	
	Kununurra Agricultural Society Oval - Low Level (Not for Profit/Non Government/Youth Service Providers) - per half oval, per hour	✓	17.00			Partial Cost Recovery	
	Kununurra Agricultural Society Oval - Low Level (Commercial/Government/Private) - half oval, per hour	✓	33.00			Full Cost Recovery	
1111011	Kununurra Agricultural Society Oval - Medium Level (Not for Profit/Non Government/Youth Service Providers) - per half oval, per hour	✓	20.00			Partial Cost Recovery	
	Kununurra Agricultural Society Oval - Medium Level (Commercial/Government/Private) - half oval, per hour	✓	40.00			Full Cost Recovery	
	Kununurra Agricultural Society Oval - High Level (Not for Profit/Non Government/Youth Service Providers) - per half oval, per hour	✓	30.00			Partial Cost Recovery	
	Kununurra Agricultural Society Oval - High Level (Commercial/Government/Private) - half oval, per hour	✓	48.00			Full Cost Recovery	
	Wyndham Oval (Not for Profit / Non Government & Youth Service Providers) - per hour	✓	28.50			Partial Cost Recovery	
1111110	Wyndham Oval (Commercial / Government / Private) - per hour	✓	42.00			Full Cost Recovery	

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GL	Charge Type Code (If Sundry Debtor invoicing permitted to approved account holders under policy CP FIN-3207)	COUNCIL CHARGE GST INCLUSIVE (WHERE INDICATED ✓)			STATUTORY CHARGE	PRICING BASIS REFERENCE (TARGET)	LEGISLATIVE REFERENCE
		GST	Effective 1 July 2015	Effective 1 January 2016				Per regulation as at 1 July 2015
Other Recreation and Sport - Facility Hire							
Sporting Activity Facility Hire (continued)							
Seasonal Oval Hire (see policy for full details)							
Note: Fee Calculation: Oval use (formula) + light use (formula) + change room use (formula)							
Knx 1111010 / Wyn 1111110	Oval Use (per person) calculated as below: Formula: Players per team x percentage of oval used x Oval use fee x discount below (if applicable) Discount: x 0.5 for junior team (under 18 years) - (50% discount) or discount: x 0.75 for newly formed sporting groups (25% discount)	✓	1.50			Full Cost Recovery	
Knx 1111011 / Wyn 1111110	Light Charge - per pole, per person, per hour Formula: Players per team x hours used x light charge x number of lights (if applicable)	✓	1.50			Full Cost Recovery	
	Change room use - per person Formula: Players per team x change room use fee (if applicable)	✓	1.00			Full Cost Recovery	
Multipurpose Courts							
Knx 1111012 / Wyn Rec Courts 1110910	Court Hire - per court, per hour	✓	14.00			Full Cost Recovery	
	Light Fees - per switch, per hour	✓	11.00			Full Cost Recovery	
Knx 1111012	Multipurpose Courts Kununurra Block (6 courts) - day use, per hour	✓	60.00			Full Cost Recovery	
	Multipurpose Courts Kununurra Block (6 courts) - night use, per hour	✓	70.00			Full Cost Recovery	
Parks							
Knx 1111210	Activities - per hour or part thereof	✓	14.00			Full Cost Recovery	Local Government Act 1995, Part 6, Division 5, Sections 6.15, 6.16, 6.17, 6.18
	Markets - per day or part thereof includes access to power and water	✓	350.00			Full Cost Recovery	
Category 1 Equipment							
Knx 1110815 / Wyn 1110112	Chair hire (Not for Profit / Non Government & Youth Service Providers) - per chair, per day	✓	2.00			Full Cost Recovery	
	Chair hire (Commercial / Government / Private) - per chair, per day	✓	3.00			Full Cost Recovery	
	Table Hire (Not for Profit / Non Government & Youth Service Providers) - per table, per day	✓	8.50			Full Cost Recovery	
	Table Hire (Commercial / Government / Private) - per table, per day	✓	12.50			Full Cost Recovery	
Knx 1110814	Racquets - per racquet, per day	✓	5.50			Full Cost Recovery	
Category 2 Equipment							
1110814	Kununurra Leisure Centre In-House Light and/or Sound Equipment - (Not for Profit / Non Government & Youth Service Providers) - per hour. Note: must be operated or set up by a trained person. Training is to be arranged a minimum of 14 days prior to event.	✓	17.50			Partial Cost Recovery	
	Kununurra Leisure Centre In-House Light and/or Sound Equipment - (Commercial / Government / Private) - per hour. Note: must be operated or set up by a trained person. Training is to be arranged a minimum of 14 days prior to event.	✓	26.00			Full Cost Recovery	

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		GST	Effective 1 July 2015	Effective 1 January 2016	Per regulation as at 1 July 2015		
Other Recreation and Sport - Facility Hire							
Cleaning Charges							
	Receipt dependant on facility or equipment	Should any Shire facility or equipment be left in a state deemed not acceptable, commercial cleaning will be organised with costs charged to the hirer (minimum charge \$300)	✓				
		Damage Charges					
	Receipt dependant on facility or equipment	Damage to property, fixtures, fittings and equipment	✓	Actual Cost			<i>Local Government Act 1995, Part 6, Division 5, Sections 6.15, 6.16, 6.17, 6.18</i>
	Receipt dependant on facility or equipment	Damage to playing surfaces or grounds through misuse such as using round up/pesticides while line marking	✓	Minimum \$300			
Other Recreation and Sport - Recreation Services							
		Kununurra Gymnasium					
		<i>Note: Membership includes access to gymnasium only. Minimum age to gymnasium is 16 years of age.</i>					
		Membership - 1 Month	✓	110.00		Full Cost Recovery	
		Membership - 3 Months	✓	180.00		Full Cost Recovery	
		Membership - 6 Months	✓	315.00		Full Cost Recovery	
		Membership - 12 Months	✓	570.00		Full Cost Recovery	
1110811		<i>Note: Concession is available on production of proof of eligibility for concession including Disability Support Card, Australian Student Card and Seniors Concession Card.</i>					
		Membership (Concession) - 1 Month	✓	85.00		Full Cost Recovery	
		Membership (Concession) - 3 Months	✓	165.00		Full Cost Recovery	
		Membership (Concession) - 6 Months	✓	290.00		Full Cost Recovery	
		Membership (Concession) - 12 Months	✓	525.00		Full Cost Recovery	
1110813		Casual use of Gym	✓	12.00		Full Cost Recovery	<i>Local Government Act 1995, Part 6, Division 5, Sections 6.15, 6.16, 6.17, 6.18</i>
		Kununurra Swimming Complex					
		<i>Note: Membership includes access to swimming area's only. Minimum unaccompanied age to swimming area's is 12 years of age.</i>					
		Aquatic Membership (child) - 1 Month	✓	40.00		Partial Cost Recovery	
		Aquatic Membership (child) - 3 Months	✓	95.00		Partial Cost Recovery	
		Aquatic Membership (child) - 6 Months	✓	150.00		Partial Cost Recovery	
		Aquatic Membership (child) - 12 Months	✓	255.00		Partial Cost Recovery	
1110824		Aquatic Membership (adult) - 1 Month	✓	52.00		Partial Cost Recovery	
		Aquatic Membership (adult) - 3 Months	✓	115.00		Partial Cost Recovery	
		Aquatic Membership (adult) - 6 Months	✓	183.00		Partial Cost Recovery	
		Aquatic Membership (adult) - 12 Months	✓	347.00		Partial Cost Recovery	

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		GST	Effective 1 July 2015	Effective 1 January 2016			
Other Recreation and Sport - Recreation Services							
Kununurra Leisure Centre							
<i>Note: Gold membership includes access to gymnasium, squash courts, all fitness classes, swimming pool, all aqua aerobics classes, initial and quarterly fitness program updates (for member only).</i>							
	Gold Membership - 1 Month	✓	120.00			Partial Cost Recovery	
	Gold Membership - 3 Months	✓	225.00			Partial Cost Recovery	
	Gold Membership - 6 Months	✓	405.00			Partial Cost Recovery	
	Gold Membership - 12 Months	✓	715.00			Partial Cost Recovery	
<i>Note: Concession is available on production of proof of eligibility for concession including Disability Support Card, Australian Student Card and Seniors Concession Card.</i>							
1110811	Gold Membership (Concession) - 1 Month	✓	105.00			Partial Cost Recovery	
	Gold Membership (Concession) - 3 Months	✓	190.00			Partial Cost Recovery	
	Gold Membership (Concession) - 6 Months	✓	375.00			Partial Cost Recovery	
	Gold Membership (Concession) - 12 Months	✓	615.00			Partial Cost Recovery	
	Squash Membership - 6 Months	✓	250.00			Partial Cost Recovery	
	Squash Membership - 12 Months	✓	400.00			Partial Cost Recovery	
	Replacement membership card fee	✓	6.00			Partial Cost Recovery	
1110812	Personal Training - per hour session	✓	80.00			Partial Cost Recovery	Local Government Act 1995, Part 6, Division 5, Sections 6.15, 6.16, 6.17, 6.18
	Personal Training - per half hour session	✓	50.00			Partial Cost Recovery	
Classes and Programs							
	Recreation Programs	✓	POA			Full Cost Recovery	
Knx 1110812 / Wyn 1110411	Aquatic Fitness Classes	✓	12.00			Full Cost Recovery	
	Fitness Classes	✓	12.00			Full Cost Recovery	
	Book of 10 passes	✓	100.00			Full Cost Recovery	
<i>Note: Passes can be used for casual entry to Gym, Fitness Classes and Aquatic Fitness Classes.</i>							
Swimming Pools							
N/A	2 years and under (must be accompanied by a person 16 years or older - entry fee applies)		Free				
	Supervisors of children 5-12 years (non swimmers)		Free				
Knx 1110313 / Wyn 1110413	Spectator/Amenities Charge (non swimmers)	✓	4.50			Partial Cost Recovery	
	Hire of Lane Space (per lane, per hour) - not including pool entry charge per person to be charged in addition	✓	16.00			Partial Cost Recovery	

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		GST	Effective 1 July 2015	Effective 1 January 2016			
Other Recreation and Sport - Recreation Services							
Kununurra Leisure Centre (continued)							
Swim School							
	Swimming Lessons (1/2 hour) Individual	✓	35.00		Partial Cost Recovery		
Knx 1110312	1 Series (8 sessions), (per person)	✓	100.00		Partial Cost Recovery	Local Government Act 1995, Part 6, Division 5, Sections 6.15, 6.16, 6.17, 6.18	
	1 Series (8 sessions), 2 or more people from same family enrolled in same series (per person)	✓	85.00		Partial Cost Recovery		
	1/2 Series (4 sessions), (per person)	✓	50.00		Partial Cost Recovery		
	Royal Life Saving Society Course (includes updates) Prices set as per RLSS WA standard fees and charges	✓				Royal Life Saving Society	
Swimming Pool Facility Hire							
See "Swimming Pool Facility Hire" above							
Kununurra Swimming Pool Entry							
	Adult swimmers	✓	4.50		Partial Cost Recovery		
	Child swimmers (15 years or under)	✓	3.50		Partial Cost Recovery		
1110310	Adult Ticket Books						
	Book of 10	✓	37.00		Partial Cost Recovery		
	Book of 20	✓	68.00		Partial Cost Recovery		
	Child Ticket Books (under 16 years)						
	Book of 10	✓	26.50		Partial Cost Recovery	Local Government Act 1995, Part 6, Division 5, Sections 6.15, 6.16, 6.17, 6.18	
	Book of 20	✓	47.50		Partial Cost Recovery		
Wyndham Swimming Pool Entry							
	Adult swimmers	✓	4.50		Partial Cost Recovery		
	Child swimmers (under 16 years)	✓	3.50		Partial Cost Recovery		
1110410	Adult Ticket Books						
	Book of 10	✓	37.00		Partial Cost Recovery		
	Book of 20	✓	68.00		Partial Cost Recovery		
	Child Ticket Books (under 16 years)						
	Book of 10	✓	26.50		Partial Cost Recovery		
	Book of 20	✓	47.50		Partial Cost Recovery		

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	Charge Type Code <small>(If Sundry Debtor invoicing permitted to approved account holders under policy CP FIN-3207)</small>		COUNCIL CHARGE GST INCLUSIVE (WHERE INDICATED ✓)	STATUTORY CHARGE	PRICING BASIS REFERENCE (TARGET)	LEGISLATIVE REFERENCE
GL		GST	Effective 1 July 2015	Effective 1 January 2016	Per regulation as at 1 July 2015	
PUBLIC EVENTS						
Public Events activities can require a mixture of approvals under varying legislation which can attract a range of fees and charges. These are referenced below for ease.						
	Health Refer to "Public Building Approvals" and/or "Temporary Food Stalls"					
	Other Law Order and Public Safety Refer to "Road Closure Approval for Public Events"					
	Facility and Equipment Hire Signage / Fencing Refer to "Other Law Order and Public Safety"					
	Facilities / Equipment Refer to "Community and Recreation Facilities and Services"					
Other Recreation and Sport						
	Public Events - (Events that comply with a current Public Building Certificate of Approval will receive an Event Permit at no cost)					
	Public Event Permit - Low Risk	x	25.00		Full Cost Recovery	Local Government Act 1995, Part 6, Division 5, Sections 6.15, 6.16, 6.17, 6.18; Shire of Wyndham East Kimberley Local Government Property Local Law 2003; GST Exempt: (A New Tax System (Goods and Services Tax) (Exempt Taxes, Fees and Charges) Determination 2011 (No. 1))
	Public Event Permit - Medium Risk	x	189.60		Full Cost Recovery	Local Government Act 1995, Part 6, Division 5, Sections 6.15, 6.16, 6.17, 6.18; Shire of Wyndham East Kimberley Local Government Property Local Law 2003; GST Exempt: (A New Tax System (Goods and Services Tax) (Exempt Taxes, Fees and Charges) Determination 2011 (No. 1))
	Public Event Permit - High Risk	x	328.10		Full Cost Recovery	Local Government Act 1995, Part 6, Division 5, Sections 6.15, 6.16, 6.17, 6.18; Shire of Wyndham East Kimberley Local Government Property Local Law 2003; GST Exempt: (A New Tax System (Goods and Services Tax) (Exempt Taxes, Fees and Charges) Determination 2011 (No. 1))
	Consent to Consume Alcohol on Shire Properties					
	Administration Fee for Shire Owned Properties - Note that this does not apply to the Youth Hub	x	57.60		Full Cost Recovery	Local Government Act 1995, Part 6, Division 5, Sections 6.15, 6.16, 6.17, 6.18; Shire of Wyndham East Kimberley Local Government Property Local Law 2003; GST Exempt: (A New Tax System (Goods and Services Tax) (Exempt Taxes, Fees and Charges) Determination 2011 (No. 1))

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			GST	Effective 1 July 2015				Effective 1 January 2016
SCHEDULE 12 - TRANSPORT								
Aerodromes								
Airport Meeting Room Hire								
1120721		1) Not for Profit / Non Government & Youth Service Providers - per day. <i>Note: fee is reduced by 50% for half day hire.</i>	✓	215.00		Partial Cost Recovery		
		2) Commercial / Government / Private per day. <i>Note: fee is reduced by 50% for half day hire.</i>	✓	310.00		Full Cost Recovery		
Airport Private Works								
		Slashing - Per Hour (includes tractor, slasher & labour)	✓	301.00		Full Cost Recovery + Possible Mark Up		
1120716		Weed control - Per Hour (includes truck, labour & poison)	✓	265.90		Full Cost Recovery + Possible Mark Up		
		Crack sealing machine - Per Hour (includes 2 operators. Bitumen product not included)	✓	298.40		Full Cost Recovery + Possible Mark Up		
		Towing (airside) per hour (includes truck & labour)	✓	208.10		Full Cost Recovery + Possible Mark Up		
Aircraft Landing Fees								
<i>[MTOW = Maximum take off weight]</i>								
Fixed Wing Aircraft								
		All Fixed Wing Aircraft - Per tonne and part thereof (Per landing)	✓	29.00		Full Cost Recovery + Possible Future Consideration	Local Government Act 1995, Part 6, Division 5, Sections 6.15, 6.16, 6.17, 6.18	
Knx 1120710 Wyn 1120810		All Fixed Wing Aircraft - One landing fee is applicable per one hour session of training circuits or one hour maintenance check flights	✓	29.00		Full Cost Recovery + Possible Future Consideration		
Rotary Wing Aircraft								
		All Rotary Aircraft - Per Tonne and part thereof (Per landing)	✓	29.00		Full Cost Recovery + Possible Future Consideration		
		All Rotary Aircraft - One landing fee is applicable per one hour session of training circuits or one hour maintenance check flights	✓	29.00		Full Cost Recovery + Possible Future Consideration		
Passenger Service Fees								
Knx 1120711	0061	Passenger Handling fee	✓	20.90		Full Cost Recovery + Possible Future Consideration		
Knx 1120712	0062	Passenger Screening fee	✓	21.60		Full Cost Recovery + Possible Future Consideration		

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		GST	Effective 1 July 2015	Effective 1 January 2016			
Aerodromes (continued)							
Aircraft Parking Fees							
	Non Resident Operator Aircraft Parking Fees (per night, landing Fees NOT Included)	✓		24.60		Full Cost Recovery + Possible Future Consideration	
Knx 1120714	Non Resident Operator Aircraft Parking Fees (6 months - Landing Fees NOT Included)	✓		897.20		Full Cost Recovery + Possible Future Consideration	
	Non Resident Operator Aircraft Parking Fees (Per month - Landing Fees NOT Included)	✓		175.60		Full Cost Recovery + Possible Future Consideration	
Call Out Fees							
1120710	Kununurra Airport, after hours, per hour	✓		127.40		Full Cost Recovery + Possible Future Consideration	
1120810	Wyndham Airport, after hours, per hour	✓		127.40		Full Cost Recovery + Possible Future Consideration	
Digital Advertising							
	Annual advertising on airport terminal digital display boards	✓		1,385.10		Full Cost Recovery + Possible Future Consideration	
1120721	Quarterly advertising on airport terminal digital display boards	✓		415.60		Full Cost Recovery + Possible Future Consideration	
	Monthly advertising on airport terminal digital display boards	✓		150.10		Full Cost Recovery + Possible Future Consideration	

Local Government Act 1995, Part 6, Division 5,
Sections 6.15, 6.16, 6.17, 6.18

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		GST	Effective 1 July 2015	Effective 1 January 2016			
Aerodromes (continued)							
Terminal Usage Fee							
1120711	Fee is calculated on number of seats in aircraft (per seat)	✓		21.20		Full Cost Recovery + Possible Future Consideration	
1120721	Kununurra Terminal Key Fee (per annum)	✓	133.00			Full Cost Recovery + Possible Future Consideration	Local Government Act 1995 , Part 6, Division 5, Sections 6.15, 6.16, 6.17, 6.18
Trust Receipt Type 25 (9101119)	Kununurra Terminal Security Access Card Bond	×	115.80			Full Cost Recovery + Possible Future Consideration	
SCHEDULE 13 - ECONOMIC SERVICES							
Building Control							
	Building License as per Building Regulations (0.35% of 10/11 Domestic and 0.2% of 10/11 Commercial building cost (GST inclusive) or minimum charge of \$92). <i>Note: applications made prior to 2/4/2012.</i>	×			Calculation	100% Regulatory Fee	Building Regulations 1989 (part 6)
	Building Permit Application Certified Class 1 -10 (0.19% of the estimated value of work - but not less than \$92)	×			Calculation (minimum fee \$92)	100% Regulatory Fee	Building Regulations 2012 Schedule 2 - Fees (reg 11) Division 1 & Building Act 2011 (s. 16(1))
	Building Permit Application Certified Class 1B, 2 -9 (0.09% of the estimated value of work - but not less than \$92)	×			Calculation (minimum fee \$92)	100% Regulatory Fee	
	Building Permit Application Uncertified Class 1A & 10 (0.32% of the estimated value of work - but not less than \$92)	×			Calculation (minimum fee \$92)	100% Regulatory Fee	
	Amended building License - 50% of full fee (minimum of \$20). <i>Note: applications made prior to 2/4/2012.</i>	×			Calculation	100% Regulatory Fee	Building Regulations 1989 (part 6)
1130310	Building approval Certificate Fee class 1 & 10, 0.7% of 10/11 of the estimated current value of the unauthorised building work as determined by the Local Gov., but not less than \$170. <i>Note: applications made prior to 2/4/2012.</i>	×			Calculation	100% Regulatory Fee	
	Building approval Certificate Fee for a building other than a class 1 & 10, 0.4% of 10/11 of the estimated current value of the unauthorised building work as determined by the Local Gov., but not less than \$170. <i>Note: applications made prior to 2/4/2012.</i>	×			Calculation	100% Regulatory Fee	Building Regulations 2012 Schedule 2 - Fees (reg 11) Division 1 & Building Act 2011 (s. 51(3))
	Building Approval Certificate Application (for a building in respect of which unauthorised work has been carried out) (0.38% of the estimated value of work - but not less than \$92)	×			Calculation (minimum fee \$92)	100% Regulatory Fee	
	Building Approval Certificate Application (for existing building where unauthorised work has not been carried out)	×		92.00		100% Regulatory Fee	Building Regulations 2012 Schedule 2 - Fees (reg 11) Division 2 & Building Act 2011 (s. 52(2))
	Application for Hoarding , Road Closure & Permit to excavate/deposit materials on street. (\$1.00 per metre square per month)	×			Calculation		Building Regulations 2012 Part 9 Division 3 (r 64 (4))

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		GST	Effective 1 July 2015	Effective 1 January 2016			
Building Control (continued)							
	Demolition - per storey. <i>Note: applications made prior to 2/4/2012.</i>	x			Calculation		Building Regulations 1989 (part 6)
1130312	Demolition Permit Application - Class 1 - 10	x			92.00		Building Regulations 2012 Schedule 2 - Fees (reg 11) Division 1 & Building Act 2011 (s. 16(1))
	Demolition Permit Application - Class 2 - 9 (\$92 for each storey of the building)	x			Calculation		
	Application Extension of Time (Building or Demolition Permit)	x			92.00		Building Regulations 2012 Schedule 2 - Fees (reg 11) Division 1 & Building Act 2011 (s. 32(3)(f))
	Application for Occupancy Permit (completed building)	x			92.00		Building Regulations 2012 Schedule 2 - Fees (reg 11) Division 2 & Building Act 2011 (s. 46)
	Application for Temporary Occupancy Permit (incomplete building)	x			92.00		Building Regulations 2012 Schedule 2 - Fees (reg 11) Division 2 & Building Act 2011 (s. 47)
	Application for Modification of Occupancy Permit (additional use of building on a temporary basis)	x			92.00		Building Regulations 2012 Schedule 2 - Fees (reg 11) Division 2 & Building Act 2011 (s. 48)
	Application for Replacement Occupancy Permit (permanent change of use/classification)	x			92.00		Building Regulations 2012 Schedule 2 - Fees (reg 11) Division 2 & Building Act 2011 (s. 49)
1130312	Application for Occupancy Permit or Building Approval Certificate (for registration of strata scheme, plan of re-subdivision) (\$10.25 for each strata unit, but not less than \$102)	x			Calculation (minimum fee \$102)		Building Regulations 2012 Schedule 2 - Fees (reg 11) Division 2 & Building Act 2011 (s. 50(1) and (2))
	Application for Occupancy Permit (for building in respect of which unauthorised work has been done) (0.18% of estimated value of unauthorised work but not less than \$92.00)	x			Calculation (minimum fee \$92)		Building Regulations 2012 Schedule 2 - Fees (reg 11) Division 2 & Building Act 2011 (s. 51 (2))
	Application to Replace Occupancy Permit (for an existing building)	x			92.00		Building Regulations 2012 Schedule 2 - Fees (reg 11) Division 2 & Building Act 2011 (s. 52 (1))
	Application to extend the time during which an Occupancy Permit or Building Approval Certificate has effect.	x			92.00		Building Regulations 2012 Schedule 2 - Fees (reg 11) Division 2 & Building Act 2011 (s. 65 (3)(a))

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		GST	Effective 1 July 2015	Effective 1 January 2016			
Building Control (continued)							
	Annual Swimming Pool Fee - \$56 every 4 years (charged pro-rata)	x			\$14.00 per annum		Building Regulations 1989 Part 10 Regulation 38F Building Regulations 2012 Part 8 Division 2 (r 53 (2))
1130310	Application for Approval of Battery Operated Smoke Alarm	x			170.00		Building Regulations 2012 Part 8 Division 3 (r 61 (3)(b))
	Application for Variation/Modification of Building Standards in which declaration is sought from Building Commissioner	x			\$2,040 per standard variation		Building Regulations 2012 Part 9 Division 3 (r 64 (4))
	Inspection Fees (for third party requests)	✓	241.40				Local Government Act 1995, Part 6, Division 5, Sections 6.15, 6.16, 6.17, 6.18
	Builder registration board levy. <i>Note: applications made prior to 2/4/2012.</i>	x			40.50		Set by Builders Registration Board.
Building Receipts - Trust payment - Trust Type 16 - Trust No. 9992 (9101113)	Building Services Levy for Building Permit (Minimum \$40.50 and 0.09% of work value exceeding \$45,000)	x			Calculation (minimum fee \$40.50)		Set by Building (Services) Act 2011 and Building Services Commission
	Building Services Levy for Demolition Permit (Minimum \$40.50 and 0.09% of work value exceeding \$45,000)	x			Calculation (minimum fee \$40.50)		
	Building Services Levy for Occupancy Permit (Minimum)	x			40.50		
Building Receipts - Trust payment - Trust Type 17 - Trust No. 9993 (9101114)	Building Services Levy for Building Approval Certificate (Minimum)	x			40.50		Set by Building (Services) Act 2011 and Building Services Commission
	Building Services Levy for Unauthorised Building Work (Minimum \$91.00 and 0.18% of work value exceeding \$45,000)	x			Calculation (minimum fee \$91.00)		
	Construction Industry Training Fund (0.2% of construction value over \$20,000.)	x			Calculation		Set by Construction and Training Industry group.
1130311	Retrieval and research fee for building information / documentation (per hour - one hour minimum). <i>Note: freedom of information restrictions may apply (additional fees apply for copying)</i>	✓	64.10				Local Government Act 1995, Part 6, Division 5, Sections 6.15, 6.16, 6.17, 6.18
1130312	Change of Ownership Advices (via settlement agents) - Building - per lot	x	81.90				
Signage Approvals - Standard Signs							
	Pylon Sign	✓	35.70			Full Cost Recovery	
	Illuminated Sign	✓	30.50			Full Cost Recovery	
	Hoardings per annum	✓	60.90			Full Cost Recovery	
	Portable sign	✓	30.50			Full Cost Recovery	
	Development sign	✓	30.50			Full Cost Recovery	Local Government Act 1995, Part 6, Division 5, Sections 6.15, 6.16, 6.17, 6.18; Local Planning Policy
1130311	Any other sign	✓	17.90			Full Cost Recovery	
Signage Approvals - Non Standard Signs							
	Pylon Sign	✓	72.50			Full Cost Recovery	
	Illuminated Sign	✓	60.90			Full Cost Recovery	
	Hoardings per annum	✓	120.70			Full Cost Recovery	

SHIRE OF WYNDHAM EAST KIMBERLEY

2015-16
Fees and Charges

GL	Charge Type Code (If Sundry Debtor invoicing permitted to approved account holders under policy CP FIN-3207)	COUNCIL CHARGE GST INCLUSIVE (WHERE INDICATED ✓)			STATUTORY CHARGE Per regulation as at 1 July 2015	PRICING BASIS REFERENCE (TARGET)	LEGISLATIVE REFERENCE
		GST	Effective 1 July 2015	Effective 1 January 2016			
Building Control (continued)							
Signage Approvals - Non Standard Signs (continued)							
1130311	Portable sign	✓	60.90		Full Cost Recovery	Local Government Act 1995, Part 6, Division 5, Sections 6.15, 6.16, 6.17, 6.18	
	Development sign	✓	60.90		Full Cost Recovery		
	Any other sign	✓	30.50		Full Cost Recovery		
	Instructional Sign	✓	17.90		Full Cost Recovery		
	Confiscated sign	✓	30.50		Full Cost Recovery		
Supply of Generic Engineering Footing Specification Detail (per set)							
	Sea Containers	✓	60.90		Full Cost Recovery		
	Shade Sails	✓	60.90		Full Cost Recovery		
Deposit to Repair Damage to Footpath, Kerb, Road or Road Reserve <i>(Footpath and kerb bond)</i>							
Building Receipts - Trust payment - Trust Type 05 (9101105)	Single Residential Block, having one street boundary	x	579.30		Full Cost Recovery	Local Government Act 1995, Part 6, Division 5, Sections 6.15, 6.16, 6.17, 6.18	
	Single Residential Block, having two street boundaries	x	694.70		Full Cost Recovery		
	Duplex Block, having one street boundary	x	694.70		Full Cost Recovery		
	Duplex Block, having two street boundaries	x	810.10		Full Cost Recovery		
	Multi Residential Block, up to maximum	x	1,215.10		Full Cost Recovery		
	Services Trades and Commercial, up to maximum	x	1,851.00		Full Cost Recovery		
Water Supply/Reticulation Charges							
111212	0021 Water supply/retic charges, per kilolitre	x	0.80		Full Cost Recovery	Local Government Act 1995, Part 6, Division 5, Sections 6.15, 6.16, 6.17, 6.18	
SCHEDULE 14 - OTHER PROPERTIES AND SERVICES							
Private Works							
Road Closure Approval for Public Events							
01140210	Not for Profit / Non Government user groups as defined under "Community and Recreation Facilities and Services"	✓	92.40		Partial Cost Recovery	Local Government Act 1995, Part 6, Division 5, Sections 6.15, 6.16, 6.17, 6.18	
	Commercial / Government / Private user groups as defined under "Community and Recreation Facilities and Services"	✓	185.30		Full Cost Recovery		
Traffic Management Signage and Temporary Fencing							
01140210	Short term Hire of SWEK Traffic Management Signs (per sign / per week). <i>Note: erection of Traffic Management Signage must be undertaken by qualified person(s) and is only available to approved public events</i>	✓	6.30		Full Cost Recovery	Local Government Act 1995, Part 6, Division 5, Sections 6.15, 6.16, 6.17, 6.18	
	Erection of Traffic Management Signage by qualified Shire employees per hour	✓	160.60		Full Cost Recovery		
	Short term hire of SWEK temporary fencing (per panel / per week). <i>Note: only available to Not for Profit / Non Government User Groups as defined under "Community and Recreation Facilities and Services". Pick up and delivery is hirers responsibility.</i>	✓	6.30		Partial Cost Recovery		
Trust Receipt Type 20 (9101109)	Bond	x	579.30		Full Cost Recovery		

SHIRE OF WYNDHAM EAST KIMBERLEY

2015-16

Fees and Charges

GL	Charge Type Code (If Sundry Debtor invoicing permitted to approved account holders under policy CP FIN-3207)	COUNCIL CHARGE GST INCLUSIVE (WHERE INDICATED ✓)			STATUTORY CHARGE Per regulation as at 1 July 2015	PRICING BASIS REFERENCE (TARGET)	LEGISLATIVE REFERENCE
		GST	Effective 1 July 2015	Effective 1 January 2016			
Private Works (continued)							
	Directional Signage						
	Purchase of signs and installation	✓	Actual Costs + 15%			Full Cost Recovery	
	Labour Rates						
	Supervisor (per hour)	✓	148.50			Full Cost Recovery + Possible Mark Up	
	Labor (per hour)	✓	91.30			Full Cost Recovery + Possible Mark Up	
	Labor T1.5 (as per Enterprise Agreement) - per hour	✓	136.95			Full Cost Recovery + Possible Mark Up	
	Labor T2.0 (as per Enterprise Agreement) - per hour	✓	182.60			Full Cost Recovery + Possible Mark Up	
	Inspection less than 1 hour out of the office	✓	91.30			Full Cost Recovery + Possible Mark Up	
	Inspection for each additional hour out of the office	✓	91.30			Full Cost Recovery + Possible Mark Up	
	Public Events (Traffic Management Plan Review)	✓	200.00			Full Cost Recovery + Possible Mark Up	
01140210	Public Events (Traffic Management Plan Review) - Not for Profit / Community Organisations	✓	100.00			Full Cost Recovery + Possible Mark Up	Local Government Act 1995, Part 6, Division 5, Sections 6.15, 6.16, 6.17, 6.18
	Plant Rates						
	WY 26224 - John Deere 1565 Front Deck Ride On Mower With 72 Mulching Deck - Per Day	✓	90.00			Full Cost Recovery + Possible Mark Up	
	WY26287 - 2013 John Deere 326D Skidsteer - wheeled model	✓	330.00			Full Cost Recovery + Possible Mark Up	
	Skidster - tracked model	✓	530.00			Full Cost Recovery + Possible Mark Up	
	WY26291- 2013 John Deere 1565 4WD Ride on Mower With 72" Mulching Deck - Per Day	✓	90.00			Full Cost Recovery + Possible Mark Up	
	WY11160 - Mitsubishi Tipper 10 Tonne Truck - Per Hour - Including Operator	✓	110.00			Full Cost Recovery + Possible Mark Up	
	WY11160 - Mitsubishi Tipper 10 Tonne Truck - Per Month - Excluding Operator	✓	15,386.00			Full Cost Recovery + Possible Mark Up	
	WY11719 - Kubota M6800 Loader Tractor - Per hour	✓	135.00			Full Cost Recovery + Possible Mark Up	
	IDBW601 - Fuso 3 Tonne Tip Truck - Per hour	✓	100.00			Full Cost Recovery + Possible Mark Up	
Private Works (continued)							

SHIRE OF WYNDHAM EAST KIMBERLEY
2015-16
Fees and Charges

GL	Charge Type Code (If Sundry Debtor invoicing permitted to approved account holders under policy CP FIN-3207)	COUNCIL CHARGE GST INCLUSIVE (WHERE INDICATED ✓)			STATUTORY CHARGE Per regulation as at 1 July 2015	PRICING BASIS REFERENCE (TARGET)	LEGISLATIVE REFERENCE
		GST	Effective 1 July 2015	Effective 1 January 2016			
	Plant Rates (continued)						
	WY14960 - Kubota M Series Tractor M9540DHC - Per day (with slasher)	✓	375.00			Full Cost Recovery + Possible Mark Up	
	Silvan Shireboss 6' Slasher for use with Kubota M9540D Tractor P382 - Per hour	✓	125.00			Full Cost Recovery + Possible Mark Up	
	WY25031 - 2011 Kubota M Series M1135XDC Tractor - Per hour	✓	125.00			Full Cost Recovery + Possible Mark Up	
	2011 BEN WYE Piranha 5000 5M Flexwing Slasher - Per hour	✓	125.00			Full Cost Recovery + Possible Mark Up	
	2011 BEN WYE Piranha 2600 8' Slasher - Per hour	✓	125.00			Full Cost Recovery + Possible Mark Up	
	IEPX320 - 2013 Fuso Canter 815 - 3T Tipper Truck - Per hour	✓	100.00			Full Cost Recovery + Possible Mark Up	
	WY0 - Grader John Deere 670G 2009 - Per hour	✓	185.00			Full Cost Recovery + Possible Mark Up	
	WY14004 - John Deere Backhoe Loader - Per hour	✓	135.00			Full Cost Recovery + Possible Mark Up	
01140210	WY15724 - Trailer Cobra Jetter - Graffiti Remover - Per Day	✓	188.00			Full Cost Recovery + Possible Mark Up	Local Government Act 1995 , Part 6, Division 5, Sections 6.15, 6.16, 6.17, 6.18
	ITLM265 - 2010 Vermeer BC1000XL Wood Chipper - 100mm thickness	✓	159.00			Full Cost Recovery + Possible Mark Up	
	IDPD787 - Front End Caterpillar Loader 950H WITH 3.1M GP Bucket - Per hour	✓	135.00			Full Cost Recovery + Possible Mark Up	
	WY25065 John Deere Ride on Mower 1565 Series 11 4WD with 72" Deck - Per day	✓	90.00			Full Cost Recovery + Possible Mark Up	
	WY25658 - Kubota BX2360DV Tractor - Per day	✓	375.00			Full Cost Recovery + Possible Mark Up	
	IEHW733 - 2013 UD 10m Tip Truck - Per hour	✓	110.00			Full Cost Recovery + Possible Mark Up	
	Rapid-Flood 10,000 Litre Water Tank - Per hour	✓	135.00			Full Cost Recovery + Possible Mark Up	
	2012 Caterpillar 953D WHA - LBP01483 Track Loader - Per hour	✓	135.00			Full Cost Recovery + Possible Mark Up	
	ICGF957 2006 Isuzu 3T Truck NPR 300 Tipper - Per hour	✓	100.00			Full Cost Recovery + Possible Mark Up	
	John Deere Tractor 5325 Wyndham Depot WY12280 - Per hour	✓	100.00			Full Cost Recovery + Possible Mark Up	

SHIRE OF WYNDHAM EAST KIMBERLEY
2015-16
Fees and Charges

GL	Charge Type Code (If Sundry Debtor invoicing permitted to approved account holders under policy CP FIN-3207)	COUNCIL CHARGE GST INCLUSIVE (WHERE INDICATED ✓)			STATUTORY CHARGE Per regulation as at 1 July 2015	PRICING BASIS REFERENCE (TARGET)	LEGISLATIVE REFERENCE
		GST	Effective 1 July 2015	Effective 1 January 2016			
Private Works (continued)							
Plant Rates (continued)							
01140210	Case 580SR II Loader Backhoe Wyndham ICWM013 - Per day	✓	375.00			Full Cost Recovery + Possible Mark Up	Local Government Act 1995 , Part 6, Division 5, Sections 6.15, 6.16, 6.17, 6.18
	WY13511 - Isuzu 4x2 Tray Tipper FSR850 - Per hour	✓	135.00			Full Cost Recovery + Possible Mark Up	
	Line Marking Machine (push machine) - Per day	✓	66.00			Full Cost Recovery + Possible Mark Up	
	Chain Saw - 12" model - Per day	✓	104.00			Full Cost Recovery + Possible Mark Up	
	Chain Saw - 18" model - Per day	✓	136.00			Full Cost Recovery + Possible Mark Up	
	Car Trailers - Per day	✓	115.00			Full Cost Recovery + Possible Mark Up	
	Cage Trailer (6x4) - Per day	✓	47.00			Full Cost Recovery + Possible Mark Up	
	Cage Trailer (8x5) - Per day	✓	72.00			Full Cost Recovery + Possible Mark Up	

13.3 INFRASTRUCTURE

13.3.1 Policy Review- Private Works and Developments on Road Verges and Council Managed Land

DATE:	28/04/2015
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	Shire of Wyndham East Kimberley
AUTHOR:	David Klye, Director Infrastructure
REPORTING OFFICER:	David Klye, Director Infrastructure
FILE NO:	CM.11.2
ASSESSMENT NO:	N/A
DECLARATION OF INTERESTS:	Nil

PURPOSE

To update Council policy, Private Works and Developments on Road Verges and Shire Managed Land to provide additional guidance in relation to the ongoing care and maintenance of permitted works. This opportunity is also taken to rectify a wording error.

BACKGROUND

In December 2014, a new policy was presented to Council for consideration in relation to the management of private works and developments on road verges and Shire managed land.

COUNCIL DECISION

Minute No. 10705

Moved: Cr K Wright
Seconded: Cr G King

That Council adopt the attached proposed policy “*Private Works and Developments on Road Verges and Council Managed Land*”, policy number CP/OPS-3651.

Carried unanimously 8/0

STATUTORY IMPLICATIONS

Under the *Local Government Act 1995 Clause 2.7(2)(b)*, Council is to determine the Local Government’s policies.

POLICY IMPLICATIONS

This matter directly addresses Council’s policy position on private works and developments on road verges and Shire managed land and improves guidance in relation to the accountability for maintaining works constructed under this policy.

FINANCIAL IMPLICATIONS

This matter seeks to clarify the financial responsibility for management of private works and developments on road verges and Shire maintained land.

STRATEGIC IMPLICATIONS

Strategic Community Plan 2012-2022

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 1.4.2: Improve the efficiency and productivity of Shire services

COMMUNITY ENGAGEMENT

The Shire of Wyndham East Kimberley's CP/GOV-3100 Community Engagement Policy has been considered in relation to this item.

No community engagement is required

COMMENT

The existing policy allows for a number of beautification works to be able to be carried out on road verges and Shire managed land, without requiring a permit or administrative approval, provided that it falls within prescribed works.

A revised policy position has been developed to address private works and developments on road verges and Shire managed land to clarify the responsibility of maintaining works undertaken under the policy. Point 2. in Attachment 1, Private Works and Developments on Road Verges and Shire Managed Land outlines these new requirements.

The policy approved in December refers to "Council maintained land" in a number of places including in the title of the policy. This reference should properly read "Shire maintained land" and has been amended accordingly.

It is recommended that the revised policy be adopted by Council to further clarify the role of the adjoining land owner in managing the upkeep of works undertaken, on Shire road verges or Shire managed land in accordance with the policy.

ATTACHMENTS

Attachment 1 - Proposed Council Policy CP/OPS-3651 – Private Works and Developments on Road Verges and Council Managed Land

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council;

1. Amends the title of its policy CP/OPS-3651- "*Private Works and Developments on Road Verges and Council Managed Land*" to "*Private Works and Developments on Road Verges and Shire Managed Land*".
2. Amends the content of its policy CP/OPS-3651- "*Private Works and Developments on Road Verges and Council Managed Land*" as attached.

COUNCIL DECISION

Minute No. 10899

Moved: Cr K Wright

Seconded: Cr B Robinson

That Council;

1. **Amends the title of its policy CP/OPS-3651- "*Private Works and Developments on Road Verges and Council Managed Land*" to "*Private Works and Developments on Road Verges and Shire Managed Land*".**
2. **Amends the content of its policy CP/OPS-3651- "*Private Works and Developments on Road Verges and Council Managed Land*" as attached.**

Carried Unanimously 8/0



POLICY NO	CP/OPS-3651	
POLICY	Private Works and Developments on Road Verges and Shire Managed Land	
RESPONSIBLE DIRECTORATE	Infrastructure	
RESPONSIBLE OFFICER	Director of Infrastructure	
COUNCIL ADOPTION	Date: 16/12/2014	Resolution No: 10705
REVIEWED/MODIFIED	Date: 28/4/2015	Resolution No:
	Date:	Resolution No:
REVIEW DUE	28/4/2019	
LEGISLATION	<i>Local Government Act 1995, Section 3.1</i>	
RELATED POLICIES	14. Private Works	
RELATED ORGANISATIONAL DIRECTIVES	Insert Here	

PURPOSE:

To provide guidance on what works and developments on road verges, nature strips and Shire Managed Land may be undertaken without a Permit to Undertake Works on Public Land and without Council or Shire Administrative Approval.

DEFINITIONS:

Public land means any land that is under the control and management of the Shire.

POLICY STATEMENTS:

1. Any works on Shire managed property requires either Council permission or a Permit to Undertake Works on Public Land other than for the following:
 - 1.1 planting and maintaining grass, crushed rock etc. including installation of a water reticulation system for the maintenance of grass.
 - 1.2 construction of terracing or garden beds with or without edging with a total maximum height of less than 300 mm and more than 1.8 metres from the back of kerb.
 - 1.3 growing of plants less than 0.9 m high, more than 1.8 m from the back of kerb and more than 20m from the boundary line of an intersecting street.

Note 2: The works referred to above do not require a Permit to Undertake Works on Public Land.

2. The maintenance of any development completed under Clauses 1.1, 1.2 and 1.3 above shall be the entire responsibility of the adjoining property owner.
3. A Permit to Undertake Works on Public Land must be obtained prior to undertaking any works on council managed property, other than those referred to above. Application forms are available from the Shire offices.

4. Statutory Authorities undertaking normal maintenance on their own assets do not require Development Approval.
5. To support Council in effective management of council's assets, statutory authorities are requested to obtain a permit to undertake works on public land from the Shire.
6. Any development on public land shall not impact on any existing or planned footpaths or any other Shire or other authority's infrastructure.
7. Notwithstanding any of the above the Shire may at any time undertake any works on property under its management and control as required.
8. Reinstatement by the Shire of any development undertaken under this policy will be at the Shire's entire discretion

EXPLANATORY NOTES:

Authorisation for significant works such as the development of parking associated with a private development or the construction of other significant infrastructure associated with a private development shall be referred to Council for determination.

APPLICATION/S:

This policy applies to all Shire managed property within the Shire.

RISKS:

Risk: Inability to deliver levels of service expected by the community.

Control: Current budget and service levels.

Risk: Failure to comply with legislative requirements leading to damage of reputation and/or financial loss.

Controls: Review policies and procedures (eg building, planning, health, childcare) in accordance with review schedule.

13.3.2 T05 14-15 Supply and Deliver Landfill Covers at Kununurra Landfill

DATE:	28 April 2015
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	Shire of Wyndham East Kimberley
AUTHOR:	Navneet Raheja, Senior Technical Officer
REPORTING OFFICER:	David Klye, Director Infrastructure
FILE NO:	CM.16.116
ASSESSMENT NO:	N/A
DECLARATION OF INTERESTS:	Nil

PURPOSE

To inform Council of the outcome of Tender T05 14-15 Supply and Deliver Landfill Covers at Kununurra Landfill.

BACKGROUND

Tenders were advertised in the Weekend West Australian on Saturday 7 March 2015, the Kimberley Echo on Thursday 12 March 2015. Tenders closed at 2.00pm, 30 March 2015.

During the tender advertising period 1 Addendum was sent to all respondents who had requested a tender document.

13 Respondents were provided with tender documents; however, no submissions were received by the closing date

STATUTORY IMPLICATIONS

The recommendation of this report has been prepared in accordance with *The Local Government Act 1995 Section 3.57*,

3.57. Tenders for providing goods or services

- (1) A local government is required to invite tenders before it enters into a contract of a prescribed kind under which another person is to supply goods or services.*
- (2) Regulations may make provision about tenders.*

and in accordance with the *Local Government (Functions and General) Regulations 1996, Part 4, Division 2, regulation 11(1)*.

11. When tenders have to be publicly invited

- (1) Tenders are to be publicly invited according to the requirements of this Division before a local government enters into a contract for another person to supply goods or services if the consideration under the contract is, or is expected to be, more, or worth more, than \$100 000 unless sub regulation (2) states otherwise.*

- (2) *Tenders do not have to be publicly invited according to the requirements of this Division if —*
- (a) *the supply of the goods or services is to be obtained from expenditure authorised in an emergency under section 6.8(1)(c) of the Act; or*
 - (b) *the supply of the goods or services is to be obtained through the Council Purchasing Service of WALGA; or*
 - (ba) *the local government intends to enter into a contract arrangement for the supply of goods or services where —*
 - (i) *the supplier is either —*
 - (I) *an individual whose last employer was the local government; or*
 - (II) *a group, partnership or company comprising at least 75% of persons whose last employer was that local government;*
 - and*
 - (ii) *the contract —*
 - (I) *is the first contract of that nature with that individual or group; and*
 - (II) *is not to operate for more than 3 years;*
 - and*
 - (iii) *the goods or services are —*
 - (I) *goods or services of a type; or*
 - (II) *(in the opinion of the local government) substantially similar to, or closely related to, goods or services of a type, that were provided by the individual (or persons) whilst employed by the local government;*
- or*
- (c) *within the last 6 months —*
 - (i) *the local government has, according to the requirements of this Division, publicly invited tenders for the supply of the goods or services but no tender was submitted that met the tender specifications; or*
 - (ii) *the local government has, under regulation 21(1), sought expressions of interest with respect to the supply of the goods or services but no person was, as a result, listed as an acceptable tenderer;*
- or*
- (d) *the contract is to be entered into by auction after being expressly authorised by a resolution of the council of the local government; or*
 - (e) *the goods or services are to be supplied by or obtained through the government of the State or the Commonwealth or any of its agencies, or by a local government or a regional local government; or*
 - (ea) *the goods or services are to be supplied —*
 - (i) *in respect of an area of land that has been incorporated in a district as a result of an order made under section 2.1 of the Act changing the boundaries of the district; and*

(ii) *by a person who, on the commencement of the order referred to in subparagraph (i), has a contract to supply the same kind of goods or services to the local government of the district referred to in that subparagraph;*

or

(f) *the local government has good reason to believe that, because of the unique nature of the goods or services required or for any other reason, it is unlikely that there is more than one potential supplier; or*

(g) *the goods to be supplied under the contract are —*

(i) petrol or oil; or

(ii) any other liquid, or any gas, used for internal combustion engines.

POLICY IMPLICATIONS

The tender process has been conducted in accordance with the Shire's Purchasing Policy CP/FIN-3204.

FINANCIAL IMPLICATIONS

There are no financial implications other than the costs associated with re-tendering the works.

STRATEGIC IMPLICATIONS

Strategic Community Plan 2012–2022

Goal 2: Greater returns from regional investment to ensure sustainable provision of appropriate physical and social infrastructure

Objective 2.3: Facilities are appropriate for their intended purpose and factor in whole of life costing and maintenance

Strategy 2.3.1: Manage and maintain assets in strategic and cost effective manner

Strategy 2.3.2: Plan, design and budget for sustainable infrastructure

COMMUNITY CONSULTATION

Community Consultation is not required in association with this matter.

COMMENT

No tenders were received by the deadline. Under the Purchasing policy CP/FIM-3204 it is proposed to seek three quotations directly from suppliers for the supply of the tip covers.

ATTACHMENTS

There are no attachments to this report.

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That the Council notes that;

1. No submissions were received for T05 14-15 Supply and Deliver Landfill Covers at Kununurra Landfill,
2. Under the Purchasing policy CP/FIM-3204 it is proposed to seek three quotations for the supply and delivery of landfill covers at the Kununurra landfill site.

COUNCIL DECISION

Minute No. 10900

Moved: Cr G Taylor

Seconded: Cr K Wright

That the Council notes that;

1. **No submissions were received for T05 14-15 Supply and Deliver Landfill Covers at Kununurra Landfill,**
2. **Under the Purchasing policy CP/FIM-3204 it is proposed to seek three quotations for the supply and delivery of landfill covers at the Kununurra landfill site.**

Carried Unanimously 8/0

13.3.3 Appointment of the Deputy Chief Bushfire Control Officer Appointment of Bushfire Control Officers in Kununurra and Crossing Falls

DATE:	28/04/2015
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	Kununurra and Crossing Falls
AUTHOR:	Paul Wilson, Senior Ranger & Emergency Services Coordinator
REPORTING OFFICER:	David Klye, Director Infrastructure
FILE NO:	ES.01.1
DECLARATION OF INTERESTS:	Nil

PURPOSE

For Council to consider the appointment of Paul Wilson, the Shire of Wyndham East Kimberley's Senior Ranger & Emergency Services Coordinator, as the Shire's Deputy Chief Bushfire Control Officer.

For Council to consider the appointment of Joe Stabler and Trent Mettam, the Shire of Wyndham East Kimberley's Rangers, as Bushfire Control Officers.

For Council to consider the appointment of Charlie Buckley (Captain) and Darren Tomkins, brigade members of the Crossing Falls Volunteer Bushfire Brigade as Bushfire Control Officers.

BACKGROUND

The Shire's previous incumbent resigned his position of Coordinator Emergency & Regulatory Services, leaving the position of Deputy Chief Bushfire Control Officer vacant. *The Bush Fires Act 1954* requires the Local Government to appoint a Deputy Chief Bush Fire Control Officer. This position is required to effectively carry out the Shire's obligations under the Act. Under the Act, the Local Government may also appoint Bush Fire Control Officers to assist the Deputy Chief Bush Fire Control Officer.

STATUTORY IMPLICATIONS

The recommendation of this report has been prepared in accordance with *The Bush Fires Act 1954*.

38. *Local government may appoint bush fire control officer*

(1) *A local government may from time to time appoint such persons as it thinks necessary to be its bush fire control officers under and for the purposes of this Act, and of those officers shall subject to section 38A(2) appoint 2 as the Chief Bush Fire Control Officer and the Deputy Chief Bush Fire Control Officer who shall be first and second in seniority of those officers, and subject thereto may determine the respective seniority of the other bush fire control officers appointed by it.*

(2A) *The local government shall cause notice of an appointment made under the provisions of subsection (1) to be published at least once in a newspaper circulating in its district.*

- (2C) *The local government shall fill any vacancy occurring in the office of Chief Bush Fire Control Officer or Deputy Chief Bush Fire Control Officer within one month after the vacancy occurs and if the local government fails or neglects to do so within that time, the FES Commissioner may by notice in writing require the local government to appoint a person to the vacant office within one month after service on it of such notice.*
- (2D) *Where a local government that has been served with a notice pursuant to subsection (2C) fails or neglects to comply with the requirements of that notice, the FES Commissioner may appoint a person who is not employed in the Department to the vacant office.*
- (2E) *A bush fire control officer appointed by a local government under the provisions of this section shall be issued with a certificate of appointment by the local government or, if he is appointed by the FES Commissioner, by the FES Commissioner.*
- (3) *The local government may, in respect to bush fire control officers appointed under the provisions of this section, exercise so far as they can be made applicable the same powers as it may exercise in respect to its other officers, under the provisions of the Acts under which those other officers are appointed.*
- (4) *A bush fire control officer appointed under the provisions of this section shall, subject to such directions as may be given by the local government, and subject to this Act take such measures as appear to him to be necessary or expedient and practicable for —*
- (a) *carrying out normal brigade activities;*
 - [(b), (c) deleted]*
 - (d) *exercising an authority or carrying out a duty conferred or imposed upon him by any of the provisions of Part III;*
 - (e) *procuring the due observance by all persons of the provisions of Part III.*
- (5A) *A local government may issue directions to a bush fire control officer appointed by the local government, or to an officer of a bush fire brigade registered by the local government to burn, subject to the provisions of this Act, bush on, or at the margins of, streets, roads, and ways, under the care, control and management of the local government.*
- (5B) *The bush fire control officer, or officer of the bush fire brigade, may by authority of any directions issued under subsection (5A) carry out the directions but subject to the provisions of this Act.*
- (5C) *The provisions of subsections (5A) and (5B) are not in derogation of those of subsection (4).*
- (6) *In this section —*
approved local government *means a local government approved under subsection (7) by the FES Commissioner.*
- (7) *If it appears to the FES Commissioner that the standard of efficiency of a local government in fire prevention and control justifies the FES Commissioner doing so, the FES Commissioner, by notice published in the Government Gazette —*
- (a) *may approve the local government as one to which subsections (6) to (18) apply; and*

- (b) *may from time to time cancel or vary any previous approval given under this subsection.*
- (8) *An approved local government may appoint to the office of fire weather officer such number of senior bush fire control officers as it thinks necessary.*
- (9) *Where more than one fire weather officer is appointed by a local government the local government shall define a part of its district in which each fire weather officer shall have the exclusive right to exercise the power conferred by subsection (17).*
- (10) *An approved local government may appoint one or more persons, as it thinks necessary, to be the deputy or deputies, as the case may be, of a fire weather officer appointed by the local government and where 2 or more deputies are so appointed they shall have seniority in the order determined by the local government.*
- (11) *Where the office of a fire weather officer is vacant or whilst the occupant is absent or unable to act in the discharge of the duties of the office, any deputy appointed in respect of that office under subsection (10) is, subject to subsection (12), entitled to act in the discharge of the duties of that office.*
- (12) *A deputy who is one of 2 or more deputies of a fire weather officer is not entitled to act in the discharge of the duties of the office of that fire weather officer if a deputy who has precedence over him in the order of seniority determined under subsection (10) is available and able to discharge those duties.*
- (13) *The local government shall give notice of an appointment made under subsection (8) or (10) to the FES Commissioner and cause notice of the appointment to be published at least once in a newspaper circulating in its district and the FES Commissioner shall cause notice of the appointment to be published once in the Government Gazette.*
- (14) *An approved local government may appoint a committee for the purpose of advising and assisting a fire weather officer or any deputy of a fire weather officer acting in the place of that officer under subsections (6) to (18).*
- (15) *Where a committee is appointed, a fire weather officer, or, as the case may be, a deputy of a fire weather officer while acting in the place of that officer, may exercise the authority conferred on him by subsection (17), notwithstanding the advice and assistance tendered to him by the committee.*
- (16) *The provisions of subsections (6) to (18) are not in derogation of those of any other subsection of this section.*
- (17) *A fire weather officer of an approved local government, or a deputy of that fire weather officer while acting in the place of that officer, may authorise a person who has received a permit under section 18(6)(a), to burn the bush in the district of the local government notwithstanding that for any day, or any period of a day, specified in the notice the fire danger forecast issued by the Bureau of Meteorology in Perth, in respect to the locality where the bush proposed to be burnt is situated, is “catastrophic”, “extreme”, “severe” or “very high”, and upon the authority being given the person, if he has otherwise complied with the conditions prescribed for the purposes of section 18, may burn the bush.*
- (18) *Subsections (6) to (18) do not authorise the burning of bush —*
- (a) *during the prohibited burning times; or*

- (b) *during the period in which, and in the area of the State in respect of which, a total fire ban is declared under section 22A to have effect.*

POLICY IMPLICATIONS

There are no policy implications associated with this report.

FINANCIAL IMPLICATIONS

There are no financial implications associated with this report.

STRATEGIC IMPLICATIONS

Strategic Community Plan 2012-2022

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

Objective 1.2: Alignment of regional and local priorities with other agencies and community groups

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

COMMUNITY ENGAGEMENT

Pursuant section 38(2)(a) of the *Bush Fires Act 1954*;

- (2A) *The local government shall cause notice of an appointment made under the provisions of subsection (1) to be published at least once in a newspaper circulating in its district.*

Following appointment, should that occur, it is proposed to place public notices in the Kimberley Echo and the Bastion newspapers and that a notice be posted on the Shire website with an updated contact list.

COMMENT

The previous Deputy Chief Bushfire Control Officer resigned his position as Emergency & Regulatory Services Coordinator, leaving the position of Deputy Chief Bushfire Control Officer vacant. On 13 April 2015, Paul Wilson commenced at the Shire as the Senior Ranger & Emergency Services Coordinator and has fulfilled the role of Deputy Chief Bushfire Control Officer in an unofficial capacity to date. A decision of Council is required to appoint the Deputy Chief Bushfire Officer.

On 7 June 2013, Council resolved that Joe Stabler be appointed as the Acting Chief Bushfire Control Officer for an interim period in the absence of a Senior Ranger, however there has been no formal decision by Council to appoint Joe Stabler as a Bushfire Control Officer.

From an operational perspective, it is considered necessary to also appoint Trent Mettam as a Bushfire Control Officer to provide continuous provision of service.

The Crossing Falls Bush Fire Brigade at their Annual General Meeting resolved to nominate brigade members Darren Tomkins and Charlie Buckley to the Shire as prospective Bushfire Control Officers.

Four local bush fire brigades and Department of Fire and Emergency Services have been notified of the proposed appointments and have advised that they have no objections.

ATTACHMENTS

There are no attachments associated with the report.

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That the Council;

1. Appoints Paul Wilson, Senior Ranger & Emergency Services Coordinator as the Deputy Chief Bushfire Control Officer,
2. Appoints Joe Stabler and Trent Mettam, both Rangers as Bushfire Control Officers, and
3. Appoints Darren Tomkins and Charlie Buckley, both brigade members from the Crossing Falls Volunteer Bushfire brigade as Bushfire Control Officers subject to them completing the necessary training to undertake the duties of Bushfire Control Officers.

COUNCIL DECISION

Minute No. 10901

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

That the Council;

1. **Appoints Paul Wilson, Senior Ranger & Emergency Services Coordinator as the Deputy Chief Bushfire Control Officer,**
2. **Appoints Joe Stabler and Trent Mettam, both Rangers as Bushfire Control Officers, and**
3. **Appoints Darren Tomkins and Charlie Buckley, both brigade members from the Crossing Falls Volunteer Bushfire brigade as Bushfire Control Officers subject to them completing the necessary training to undertake the duties of Bushfire Control Officers.**

Carried Unanimously 8/0

13.3.4 Tender T06 14/15 Waste Consultancy Services

DATE:	28/04/2015
PROPONENT:	Shire Wyndham East Kimberley
LOCATION:	Shire of Wyndham East Kimberley
AUTHOR:	Peter Kerp, Manager Engineering Services
REPORTING OFFICER:	David Klye, Director Infrastructure
FILE NO:	CM16.117
DECLARATION OF INTERESTS:	Nil

PURPOSE

To provide Council with details of the Tenders received for T06 14 /15, Waste Services Consultancy, the results of the tender assessment and to provide recommendations regarding the award of the Tender.

BACKGROUND

Tenders were advertised in The West Australian on Wednesday 11 February 2015, and the Kimberley Echo, Thursday 12 February 2015 and Thursday 19 February 2015 for the provision of professional waste consultancy services to the Shire with tenders closing at 2.00pm Wednesday 25 February 2015.

It was proposed to establish a panel of consultants to provide waste management services as this arrangement would provide flexibility to Shire officers to select from the panel list based on availability, price, level of service, proven performance and suitability in relation to specific job requirements.

The tender report was withdrawn from the 24 March 2015 Ordinary Council Meeting Agenda due to late advice from Department of Local Government (DLGC) that there may be a legal issue with the way that a panel contract is convened under the Local Government Act.

DLGC are seeking legal advice and will contact the Shire of Wyndham East Kimberley when they have that advice.

STATUTORY IMPLICATIONS

The recommendation of this report has been prepared in accordance with *The Local Government Act 1995 Section 3.57*,

3.57. Tenders for providing goods or services

- (1) A local government is required to invite tenders before it enters into a contract of a prescribed kind under which another person is to supply goods or services.*
- (2) Regulations may make provision about tenders.*

and in accordance with the *Local Government (Functions and General) Regulations 1996, Part 4, Division 2, regulation 11(1)*.

11. *When tenders have to be publicly invited*

- (1) *Tenders are to be publicly invited according to the requirements of this Division before a local government enters into a contract for another person to supply goods or services if the consideration under the contract is, or is expected to be, more, or worth more, than \$100 000 unless subregulation (2) states otherwise.*
- (2) *Tenders do not have to be publicly invited according to the requirements of this Division if —*
 - (a) *the supply of the goods or services is to be obtained from expenditure authorised in an emergency under section 6.8(1)(c) of the Act; or*
 - (b) *the supply of the goods or services is to be obtained through the Council Purchasing Service of WALGA; or*
 - (ba) *the local government intends to enter into a contract arrangement for the supply of goods or services where —*
 - (i) *the supplier is either —*
 - (I) *an individual whose last employer was the local government; or*
 - (II) *a group, partnership or company comprising at least 75% of persons whose last employer was that local government;*
 - and*
 - (ii) *the contract —*
 - (I) *is the first contract of that nature with that individual or group; and*
 - (II) *is not to operate for more than 3 years;*
 - and*
 - (iii) *the goods or services are —*
 - (I) *goods or services of a type; or*
 - (II) *(in the opinion of the local government) substantially similar to, or closely related to, goods or services of a type, that were provided by the individual (or persons) whilst employed by the local government;*
- or*
- (c) *within the last 6 months —*
 - (i) *the local government has, according to the requirements of this Division, publicly invited tenders for the supply of the goods or services but no tender was submitted that met the tender specifications; or*
 - (ii) *the local government has, under regulation 21(1), sought expressions of interest with respect to the supply of the goods or services but no person was, as a result, listed as an acceptable tenderer;*
- or*
- (d) *the contract is to be entered into by auction after being expressly authorised by a resolution of the council of the local government; or*

- (e) *the goods or services are to be supplied by or obtained through the government of the State or the Commonwealth or any of its agencies, or by a local government or a regional local government; or*
- (ea) *the goods or services are to be supplied —*
 - (i) *in respect of an area of land that has been incorporated in a district as a result of an order made under section 2.1 of the Act changing the boundaries of the district; and*
 - (ii) *by a person who, on the commencement of the order referred to in subparagraph (i), has a contract to supply the same kind of goods or services to the local government of the district referred to in that subparagraph;*
- or*
- (f) *the local government has good reason to believe that, because of the unique nature of the goods or services required or for any other reason, it is unlikely that there is more than one potential supplier; or*
- (g) *the goods to be supplied under the contract are —*
 - (i) *petrol or oil; or*
 - (ii) *any other liquid, or any gas, used for internal combustion engines.*

POLICY IMPLICATIONS

The recommendation of this report has been prepared in accordance with the Shire Wyndham East Kimberley's Purchasing Policy CP/FIN-3204

FINANCIAL IMPLICATIONS

Funds for engagement of waste consultants will be allocated in adopted annual budgets in appropriate operating and capital expenses accounts respectively.

STRATEGIC IMPLICATIONS

Strategic Community Plan 2012-2022

Goal 3: Protection and enhancement of lifestyle values, community facilities and the environment to provide safe and inviting communities

Objective 3.2: Waste management and protection of environmental values

Strategy 3.2.1: Provide an integrated approach to waste management that includes waste minimisation strategies

COMMUNITY CONSULTATION

The Shire of Wyndham East Kimberley's CP/GOV-3100 Community Engagement Policy has been considered in relation to this item.

No community engagement is required.

COMMENT

Tenders were advertised in The West Australian on Wednesday 11 February 2015, and the Kimberley Echo, Thursday 12 February 2015 and Thursday 19 February 2015 for the

provision of professional waste consultancy services to the Shire with tenders closing at 2.00pm Wednesday 25 February 2015.

It was proposed to establish a panel of consultants to provide waste management services as this arrangement would provide flexibility to Shire officers to select from the panel list based on availability, price, level of service, proven performance and suitability in relation to specific job requirements and an item to that effect was presented to the 24 March 2015 Ordinary Council Meeting.

The tender report was withdrawn from the March Ordinary Council Meeting due to late advice from Department of Local Government that there may be a legal issue with the way that a panel contract is convened under the Local Government Act.

Until such time as this issue has been resolved the precautionary decision has been taken not to use the Shire's local panel contract.

Tender submissions were received from the following companies:

- ASK Waste Management
- Tonkin Consulting
- GHD
- Golder Associates
- Consilium Waste Consulting
- Talis Consultants
- Bowman & Associates
- MRA Consulting Group

An assessment panel comprising Director Infrastructure, Manager Engineering Services and Senior Technical Officer undertook tender evaluations in accordance with the advertised Compliance Selection Criteria, section 5.2

Of the eight (8) submissions received, four (4) were assessed to be non-conforming tenders for failing to attach "Financial Position" as requested in the Request for Tender Waste Services Consultancy, section 5.2 Compliance Selection Criteria.

The remaining four (4) tender submissions were deemed to satisfy the Compliance Criteria and were assessed in accordance with the advertised Qualitative Selection Criteria, section 5.3

The tendered prices were assessed together with the qualitative criteria to determine the most advantageous outcome for the Shire. (Attachment 1)

Following consideration of the submissions in accordance with the tender criteria, one tenderer represents best value to the Shire for Tender T06 14/15 Waste Services Consultancy and is therefore recommended as the preferred tenderer.

ATTACHMENTS

Attachment 1 - Confidential Evaluation Report (provided under separate cover)

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council accepts the Tender submitted by ASK Waste Management, 33 Windlemere Drive, DUNSBOROUGH, WA 6281 for tender T06 14/15 Waste Services Consultancy, for a contract period of three (3) years commencing from the date of execution of the contract, in accordance with their tender documentation and schedule of prices.

COUNCIL DECISION

Minute No. 10902

Moved: Cr G King

Seconded: Cr B Robinson

That Council accepts the Tender submitted by ASK Waste Management, 33 Windlemere Drive, DUNSBOROUGH, WA 6281 for tender T06 14/15 Waste Services Consultancy, for a contract period of three (3) years commencing from the date of execution of the contract, in accordance with their tender documentation and schedule of prices.

Carried Unanimously 8/0

13.3.5 T07 14/15 – Supply of Professional Services for Kununurra Airport Terminal Air-conditioning Replacement

DATE:	28/04/2015
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	Shire of Wyndham East Kimberley
AUTHOR:	Brian Sargeant, Manager East Kimberley Regional Airport
REPORTING OFFICER:	David Klye, Director Infrastructure
FILE NO:	CM.16.118
DECLARATION OF INTERESTS:	Nil

PURPOSE

For Council to consider the outcome of Tender T07 14/15 - Supply of professional services for Kununurra Airport Terminal Air-conditioning Replacement.

BACKGROUND

Tenders T07 14/15 - Supply of professional services for Kununurra Airport Terminal Air-conditioning Replacement was advertised in the Weekend West Australian on Saturday 7 March 2015 and the Kimberley Echo on Thursday 12 March 2015. Tenders closed at 2.00pm, 30 March 2015.

Three (3) tenderers registered for supply of tender documents. One submission was received by the Closing Date.

STATUTORY IMPLICATIONS

The recommendation of this report has been prepared in accordance with *The Local Government Act 1995 Section 3.57*,

3.57. Tenders for providing goods or services

- (1) *A local government is required to invite tenders before it enters into a contract of a prescribed kind under which another person is to supply goods or services.*
- (2) *Regulations may make provision about tenders.*

and in accordance with the *Local Government (Functions and General) Regulations 1996, Part 4, Division 2, regulation 11(1)*.

11. When tenders have to be publicly invited

- (1) *Tenders are to be publicly invited according to the requirements of this Division before a local government enters into a contract for another person to supply goods or services if the consideration under the contract is, or is expected to be, more, or worth more, than \$100 000 unless subregulation (2) states otherwise.*
- (2) *Tenders do not have to be publicly invited according to the requirements of this Division if —*

- (a) *the supply of the goods or services is to be obtained from expenditure authorised in an emergency under section 6.8(1)(c) of the Act; or*
- (b) *the supply of the goods or services is to be obtained through the Council Purchasing Service of WALGA; or*

Regulation 11 (2) (b) allows Local Governments to purchase any value of goods or services through the Western Australian Local Government Association (WALGA) Preferred Supplier list by seeking quotes from suppliers on that list. In this instance, the Shire utilised the WALGA Preferred Supplier Panel No. 033_13 Road building Supplies.

POLICY IMPLICATIONS

The tender process has been conducted in accordance with the Shire's Purchasing Policy CP/FIN-3204.

FINANCIAL IMPLICATIONS

The costs associated with engaging a professional engineering firm will be met from the Airport Reserve Fund. The Airport Reserve Fund has an estimated balance at June 2015 of \$6.6m.

The costs associated with replacement of the existing air conditioners will be a consideration for the 2015/16 budget deliberations.

STRATEGIC IMPLICATIONS

Strategic Community Plan 2012-2022

Goal 2: Greater returns from regional investment to ensure sustainable provision of appropriate physical and social infrastructure

Objective 2.3: Facilities are appropriate for their intended purpose and factor in whole of life costing and maintenance

Strategy 2.3.1: Manage and maintain assets in a strategic and cost effective manner

Strategy 2.3.2: Plan, design and budget for sustainable infrastructure

COMMUNITY ENGAGEMENT

The Shire of Wyndham East Kimberley's CP/GOV-3100 Community Engagement Policy has been considered in relation to this item.

No community engagement is required.

COMMENT

Tenders T07 14/15 - Supply of professional services for Kununurra Airport Terminal Air-conditioning Replacement was advertised in the Weekend West Australian on Saturday 7 March 2015 and the Kimberley Echo on Thursday 12 March 2015. Tenders closed at 2.00pm, 30 March 2015.

Three (3) tenderers registered to receive tender documents. During the tender advertising period 3 Addendums were sent to all respondents who had requested tender documents

notifying of clarifications to the tender documents and extension of time to new deadline 8 April 2015. One submission was received by the closing date.

A panel comprising Director Infrastructure, Airport Manager and Senior Technical Officer undertook tender evaluations in accordance with the advertised Compliance Criteria. The assessment report is attached in Attachment 1.

The single submission received did not satisfactorily meet the compliance criteria as their lump sum price excluded the provision of professional electrical and structural analysis of the installation of the air conditioning units on the airport terminal building which was a requirement of the tender. In accordance with normal practice, the submission was not further evaluated as it failed to meet the compliance criteria specified in the tender document.

It is the recommendation of the evaluation panel that the submission be rejected as a non-compliant tender.

It is possible that the low numbers of responses to the tender and the non-conformance to the compliance criteria was due to the risk and lack of knowledge of the tenderer around the structural engineering requirements in the tender.

It is proposed that a technical brief be prepared by the Shire's Infrastructure Directorate to appoint an experienced and suitably qualified electrical/structural engineering firm to undertake an analysis of the structural and electrical integrity of the terminal building that houses the existing air-conditioning units.

On completion of the analysis report it is proposed that a revised tender will be advertised

ATTACHMENTS

Attachment 1 – Confidential Tender Evaluation Report, T07 14/15 - Supply of professional services for Kununurra Airport Terminal Air-conditioning Replacement (provided under separate cover).

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council rejects all tender submissions for Tender T07 14/15 - Supply of Professional Services for Kununurra Airport Terminal Air-conditioning Replacement.

COUNCIL DECISION

Minute No. 10903

Moved: Cr B Robinson

Seconded: Cr G King

That Council rejects all tender submissions for Tender T07 14/15 - Supply of Professional Services for Kununurra Airport Terminal Air-conditioning Replacement.

Carried Unanimously 8/0

13.3.6 Tender T04 14-15 Design and Construct Storage and Amenities Shed, Depot , Wyndham

DATE:	28/04/2015
PROPONENT:	Shire Wyndham East Kimberley
LOCATION:	Wyndham
AUTHOR:	Peter Kerp, Manager Engineering Services
REPORTING OFFICER:	David Klye, Director Infrastructure
FILE NO:	CM.16.119
ASSESSMENT NO:	N/A
DECLARATION OF INTERESTS:	Mr Peter Kerp declared an Impartiality Interest to the Evaluation Panel before the panel convened to undertake the assessments. The Impartiality Interest was that Mr Kerp was nominated as a referee in the tender submission from East Kimberley Constructions. This will not influence Mr Kerp's objective treatment of the assessment.

PURPOSE

To provide Council with details of the tenders received for Tender T04 14 /15, Design and Construction Storage and Amenities Shed, Shire Depot, Wyndham, results of the tender assessment and provide recommendations regarding the award of the Tender.

BACKGROUND

Tenders were advertised in The West Australian on Saturday 7 March 2015, and the Kimberley Echo, Thursday 12 March, with tenders closing at 2.00pm Monday 30 March 2015.

Four (4) Addendums were issued during the advertising period in respect to clarification to design specifications, finished floor level, and extending closing deadline to 2.00pm 7 April 2015.

STATUTORY IMPLICATIONS

The recommendation of this report has been prepared in accordance with *The Local Government Act 1995 Section 3.57*,

3.57. *Tenders for providing goods or services*

- (1) *A local government is required to invite tenders before it enters into a contract of a prescribed kind under which another person is to supply goods or services.*
- (2) *Regulations may make provision about tenders.*

and in accordance with the *Local Government (Functions and General) Regulations 1996, Part 4, Division 2, regulation 11(1)*.

11. *When tenders have to be publicly invited*

- (1) *Tenders are to be publicly invited according to the requirements of this Division before a local government enters into a contract for another person to supply goods or services if the consideration under the contract is, or is expected to be, more, or worth more, than \$100 000 unless subregulation (2) states otherwise.*
- (2) *Tenders do not have to be publicly invited according to the requirements of this Division if —*
 - (a) *the supply of the goods or services is to be obtained from expenditure authorised in an emergency under section 6.8(1)(c) of the Act; or*
 - (b) *the supply of the goods or services is to be obtained through the Council Purchasing Service of WALGA; or*

POLICY IMPLICATIONS

In accordance with the Shire Wyndham East Kimberley's Purchasing Policy CP/FIN-3204.

FINANCIAL IMPLICATIONS

Replacement cost a new shed will be met by the Shire's Insurer.

STRATEGIC IMPLICATIONS

Strategic Community Plan 2012-2022

Goal 2: Greater returns from regional investment to ensure sustainable provision of appropriate physical and social infrastructure

Objective 2.3: Facilities are appropriate for their intended purpose and factor in whole of life costing and maintenance

Strategy 2.3.2: Plan, design and budget for sustainable infrastructure

COMMUNITY ENGAGEMENT

The Shire of Wyndham East Kimberley's CP/GOV-3100 Community Engagement Policy has been considered in relation to this item.

No community engagement is required

COMMENT

Tender submissions with their respective Lump Sum Price were received prior to the deadline 2pm 7 April 2015 from the following companies:

- *Capital Construction;*
- *PJ & T Ellis Builders Pty Ltd;*
- *East Kimberley Constructions;*
- *Kimberley Green Constructions; and*
- *Maintenance and Construction Services Australia P/L.*

An evaluation panel comprising Manager Engineering Services, Senior Planning Officer and Senior Technical Officer undertook tender evaluations in accordance with the advertised Compliance Selections Criteria, section 5.4. 1

All five (5) tender submissions were considered to satisfy the Compliance Criteria and were assessed in accordance with the advertised Qualitative Selection Criteria, section 5.4.2

Clarification was sought from East Kimberley Constructions in respect to the submitted Lump Sum Price schedule of prices table, of which three (3) items were left blank. East Kimberley Constructions provided clarification via e-mail dated 16 April 2015.

The tendered prices were assessed together with the qualitative and compliance criteria to determine the most advantageous outcome to the Shire. (Attachment 1)

Following consideration of the submissions in accordance with the tender assessment criteria, East Kimberley Construction represents best value to the Shire for Tender T09 14/15 Design and Construction Storage and Amenities Shed, Shire Depot, Wyndham and is therefore recommended as the preferred tenderer.

ATTACHMENTS

Attachment 1 - Confidential Evaluation Report (provided under separate cover)

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council accept the tender submitted from East Kimberley Constructions, 35 Poinciana Street, Kununurra WA 6743, for Tender T04 -14/15 Design and Construction of Storage and Amenities Shed, Shire Depot, Wyndham, in accordance with the tender documentation for the Lump Sum Price of \$218,033 ex GST.

COUNCIL DECISION

Minute No. 10904

Moved: Cr G King

Seconded: Cr B Robinson

That Council accept the tender submitted from East Kimberley Constructions, 35 Poinciana Street, Kununurra WA 6743, for Tender T04 -14/15 Design and Construction of Storage and Amenities Shed, Shire Depot, Wyndham, in accordance with the tender documentation for the Lump Sum Price of \$218,033 ex GST.

Carried Unanimously 8/0

13.3.7 WALGA Preferred Supplier eQuotes – ET02 14/15 Kununurra Airport Asphalt Surfacing Runway and Taxiway Intersections

DATE:	28/04/2015
PROPONENT:	Shire Wyndham East Kimberley
LOCATION:	Kununurra Airport
AUTHOR:	Peter Kerp, Manager Engineering Services
REPORTING OFFICER:	David Klye , Director Infrastructure
FILE NO:	CM.16.122
DECLARATION OF INTERESTS:	Mr Peter Kerp declared an Impartiality Interest to the Evaluation Panel in this matter before the panel convened to undertake the assessments. The Impartiality Interest is that Mr Kerp was Shire Engineer at Shire of Serpentine Jarrahdale where the current General Manager of one of the Tenderers, Roads 2000 (Mr Martyn Glover) was his Senior Technical Officer 1990 to 1991. This will not influence Mr Kerps objective treatment of the assessment.

PURPOSE

To provide Council with details of the WALGA Preferred Supplier eQuotes received for ET02 14 /15, Kununurra Airport Asphalt Surfacing Runway and Taxiway Intersections, and to document the results of the WALGA eQuotes assessment and provide recommendations regarding the award of Contract.

BACKGROUND

The purpose of calling ET02 14/15 was for Council to consider the appointment of an experienced asphalt supplier to undertake an asphalt overlay on runway 12/30 and taxiway intersections at Kununurra airport.

Five (5) suppliers responded by the 2:00 pm, 25 March 2015 deadline.

STATUTORY IMPLICATIONS

The recommendation of this report has been prepared in accordance with *The Local Government Act 1995 Section 3.57,*

3.57. Tenders for providing goods or services

- (1) A local government is required to invite tenders before it enters into a contract of a prescribed kind under which another person is to supply goods or services.*
- (2) Regulations may make provision about tenders.*

and in accordance with the *Local Government (Functions and General) Regulations 1996, Part 4, Division 2, regulation 11(1).*

11. *When tenders have to be publicly invited*

- (1) *Tenders are to be publicly invited according to the requirements of this Division before a local government enters into a contract for another person to supply goods or services if the consideration under the contract is, or is expected to be, more, or worth more, than \$100 000 unless subregulation (2) states otherwise.*
- (2) *Tenders do not have to be publicly invited according to the requirements of this Division if —*
 - (a) *the supply of the goods or services is to be obtained from expenditure authorised in an emergency under section 6.8(1)(c) of the Act; or*
 - (b) *the supply of the goods or services is to be obtained through the Council Purchasing Service of WALGA; or*

Regulation 11 (2) (b) allows Local Governments to purchase any value of goods or services through the Western Australian Local Government Association (WALGA) Preferred Supplier list by seeking quotes from suppliers on that list. In this instance, the Shire utilised the WALGA Preferred Supplier Panel No. 033_13 Road Building Supplies.

POLICY IMPLICATIONS

This matter is in accordance with the Shire Wyndham East Kimberley's Purchasing Policy CP/FIN-3204

FINANCIAL IMPLICATIONS

Runway Asphalt Overlay GL 04120734 has an overall budget of \$5,100,000 – Shire Wyndham East Kimberley (SWEK) \$2,550,000, plus Regional Airport Development Scheme (RADS) Grant \$2,550,000

Expenditure to 31 March 2015 amounts to \$344,758, (GL 04120734) leaving a project balance of \$4,755,242 (RADS Grant \$2,377,621: SWEK \$2,377,621)

An additional \$200,000 is required to fully fund the project including a contingency amount. It is proposed to transfer \$200,000 from the Airport Reserve to GL 04120734, Runway Asphalt Overlay.

The contingencies and potential variations may include:

- An increase in part of the work;
- Change the character or quality of any material or work;
- Schedule quantities are subject to stated limits of accuracy and these quantities may be exceeded during the project.

STRATEGIC IMPLICATIONS

Strategic Community Plan 2012-2022

Goal 2: Greater returns from regional investment to ensure sustainable provision of appropriate physical and social infrastructure

Objective 2.3: Facilities are appropriate for their intended purpose and factor in whole of life costing and maintenance

Strategy 2.3.1: Manage and maintain assets in a strategic and cost effective manner

COMMUNITY ENGAGEMENT

The Shire of Wyndham East Kimberley's CP/GOV-3100 Community Engagement Policy has been considered in relation to this item.

No community engagement is required.

COMMENT

The purpose of calling quotes for ET02 14/15 Kununurra Airport Asphalt Surfacing Runway and Taxiway Intersections was to facilitate the appointment by Council of an experienced asphalt supplier to undertake an asphalt overlay on runway 12/30 and taxiway intersections at Kununurra airport.

Seven (7) asphalt suppliers were selected from the WALGA Preferred Suppliers Panel for the purposes of providing a quotation for the proposed works. WALGA eQuotes ET02 14/15 was distributed to the seven (7) asphalt companies selected.

Five (5) suppliers responded by the 2:00 pm, 25 March 2015 deadline.

The five (5) suppliers who responded included:

- Downer Infrastructure
- Fulton Hogan Industries Pty Ltd
- AAA Asphalt
- Roads 2000
- Colas West Australia Pty Ltd

BGC Asphalt declined to respond

Boral Resources did not respond

An evaluation panel comprising Manager Engineering Services, Senior Planning Officer and Senior Technical Officer undertook tender evaluations in accordance with the advertised Compliance Selection Criteria. The report recommends Downer Infrastructure be awarded the contract for the works. Please refer to Attachment 1 - Evaluation Report.

ATTACHMENT

Attachment 1 – Confidential Evaluation Report (provided under a separate cover)

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council:

1. Accept the submission from Downer Infrastructure, 5 Marion Road, Maddington WA 6109 for ET02 14/15 Kununurra Airport Asphalt Surfacing Runway and Taxiway Intersections, in accordance with the tender document and their submitted schedule of prices for the lump sum price of \$4,684,813.60 ex GST;
2. Accept the Downer Infrastructure offer to transport B380 Binder using road tankers, resulting in savings to Council of \$95,000 ex GST off the lump sum price of \$4,684,813.60 ex GST;
3. Transfer \$200,000 from Airport Reserve Account to GL 04120734, Runway Asphalt Overlay, to cover contingencies and potential variations.

COUNCIL DECISION

Minute No. 10905

Moved: Cr D Spackman

Seconded: Cr K Wright

That item 13.3.7 WALGA Preferred Supplier eQuotes – ET02 14/15 Kununurra Airport Asphalt Surfacing Runway and Taxiway Intersections be deferred to a briefing session.

Lost 3/5

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

Against: Cr J Moulden, Cr G Taylor, Cr B Robinson, Cr D Learbuch, Cr G Taylor

COUNCIL DECISION

Minute No. 10906

Moved: Cr G Taylor

Seconded: Cr D Learbuch

That Council:

- 1. Accept the submission from Downer Infrastructure, 5 Marion Road, Maddington WA 6109 for ET02 14/15 Kununurra Airport Asphalt Surfacing Runway and Taxiway Intersections, in accordance with the tender document and their submitted schedule of prices for the lump sum price of \$4,684,813.60 ex GST;**
- 2. Accept the Downer Infrastructure offer to transport B380 Binder using road tankers, resulting in savings to Council of \$95,000 ex GST off the lump sum price of \$4,684,813.60 ex GST;**
- 3. Transfer \$200,000 from Airport Reserve Account to GL 04120734, Runway Asphalt Overlay, to cover contingencies and potential variations.**

Carried 6/2

**For: Cr J Moulden, Cr G Taylor, Cr B Robinson, Cr D Learbuch, Cr G Taylor,
Cr G King**

Against: Cr K Wright, Cr D Spackman

13.4 COMMUNITY DEVELOPMENT

13.4.1 Kununurra Agricultural Society Lease

DATE:	28/04/2015
PROPONENT:	Kununurra Agricultural Society Incorporated
LOCATION:	Part Lot 504 Coolibah Drive, Kununurra
AUTHOR:	Jennifer Ninnette, Senior Planning Officer
REPORTING OFFICER:	Louise Gee, A/Chief Executive Officer
FILE NO:	CP.07.1
ASSESSMENT NO:	A7620
DECLARATION OF INTERESTS:	N/A

PURPOSE

For Council to consider a request to reconsider the commencement date for the proposed Lease to the Kununurra Agricultural Society.

BACKGROUND

The Kununurra Agricultural Society Inc. has held a lease over portion of Reserve 29799, part Lot 504 Coolibah Drive, Kununurra. The lease was dated 1 July 1991 for a period of 21 years, expiring 30 June 2012, therefore currently the Kununurra Agricultural Society Inc. is operating as a tenant at will.

At the Ordinary Council meeting of 24 February 2015 it was resolved to offer a 21 year lease to the Kununurra Agricultural Society (KAS), with the various aspects separated into a number of Motions and subsequently four separate resolutions:

Minute No. 10800

Moved: Cr S Cooke

Seconded: CR K Wright

That Council amend Clause 11.1 Costs and Expenses of the 'Final Draft' Lease with Kununurra Agricultural Society to include the provision that the Lessee must pay to the Lessor or as the Lessor directs, all the Lessor's reasonable costs, charges and expenses in connection with "the negotiation, preparation, execution, settlement and stamping of this Lease, to a maximum of \$10,000".

Carried Unanimously 9/0

Minute No. 10801

Moved: Cr S Cooke

Seconded: Cr K Wright

- 1. The Shire invoice Kununurra Agricultural Society Inc. an amount of \$10,000 plus GST, being recovery of a portion of legal costs and expenses for the preparation of the 'Final Draft' of the Lease.***
- 2. The Shire enters into a special payment arrangement with Kununurra Agricultural Society Inc. for a period which does not extend beyond July 2020,***

being approximately 5 years, for the payment of the above invoice (\$10,000 plus GST), if requested by the Society.

Carried Unanimously 9/0

Minute No. 10802

Moved: Cr S Cooke

Seconded: Cr K Wright

1. That Council subject to the payment in full of the invoice (\$10,000 plus GST) by Kununurra Agricultural Society Inc. or a signed special payment arrangement with Kununurra Agricultural Society for the above invoice (\$10,000 plus GST) offers the Kununurra Agricultural Society the amended Lease over portion of Reserve 29799, part Lot 504 Coolibah Drive, Kununurra, subject to the following:

- a) Lease term to be 21 years**
- b) Commencement date to be 1 July 2012, from the expiry of the previous lease**
- c) Minister of Lands approval.**

Carried Unanimously 9/0

Minute No. 10803

Moved: Cr S Cooke

Seconded: Cr B Robinson

1. That Council subject to the payment in full of the invoice (\$10,000 plus GST) by Kununurra Agricultural Society Inc. or a signed special payment arrangement with Kununurra Agricultural Society for the above invoice (\$10,000 plus GST) offers the Kununurra Agricultural Society the amended Lease over portion of Reserve 29799, part Lot 504 Coolibah Drive, Kununurra, subject to the following:

- a) Lease rent to start at \$750 per annum plus GST for Community Use only;**
- b) Rent to be reviewed every 3 years starting from 1 July 2015, or at such time that a Caravan Park and Camping Ground licence is applied for**
- c) Minister of Lands approval.**

Carried Unanimously 9/0

Following this resolution, a letter was sent to the KAS to advise of, and summarise, Council's decision and provide a copy of the item minutes.

Chris Robinson, on behalf of the KAS, both verbally and in writing has advised that the KAS will not sign the lease with a commencement date of 1 July 2012. Mr Robinson has requested that the commencement date be reconsidered by Council and suggested that the Lease should commence as of 1 July 2015. A copy of email correspondence with Mr Robinson is provided at Attachment 1.

An amended lease was provided to the KAS, in accordance with the resolutions of Council for their review and comment to determine whether there were any other matters in relation

to the lease that they would like to raise or be considered. However, to date the KAS have advised that their only concern is the commencement date for the lease.

A copy of the amended lease document is provided at Attachment 2.

STATUTORY IMPLICATIONS

Town Planning Scheme No. 7 – Kununurra and Environs

The land, being portion of Reserve 29799, is Scheme Reserve for the purpose of Parks and Recreation under Town Planning Scheme No. 7 – Kununurra and Environs. The objective of the Parks and Recreation reserve is 'to identify and protect land utilised or intending to be utilised for local recreational needs'.

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.

Land Administration Act 1997

Reserve 29799 is reserved under the Land Administration Act 1997 (LAA) for the purpose of 'Recreation, Community Facilities, Caravan Park and Camping Ground'.

The Shire holds the management order for both reserves with power to lease for a maximum term of 21 years, subject to consent of the Minister for Lands.

POLICY IMPLICATIONS

Council Policy: CP/PMG-3780 Leasing of Council Managed Reserve Land

Council's Leasing of Council Managed Reserve Land was adopted in July 2012 to inform the decision making process for Council, and ensure equity and consistency in community leasing arrangements. The policy is intended to:

- inform the public of minimum requirements and core principles in regard to community leases and to promote increased community usage, benefit, and strategic development of community facilities, and
- outline the responsibilities in regard to legal and other costs to prepare leases, payment for services (electricity and water), rates and taxes, and maintenance costs towards shared access roads, car parking areas etc.

The policy outlines that the standard lease term will be between 5 – 10 years, unless otherwise approved by Council, and shall be determined in consideration of the following factors:

- the strategic future requirement for the land.
- opportunities for increased community benefit i.e. collocation of facilities and development of multipurpose facilities.
- ongoing requirements and current position of the club/community group.

It also outlines that a longer lease term may be granted at the discretion of Council if the club/community group can demonstrate need and financial sustainability through the lodgement of a business plan, which identifies the ongoing requirements and current position of that group as well as proposed future development and opportunities for collocation.

The aims of the Council leasing policy include the:

- Promotion of collocation and multipurpose development, where practicable, and strategic development of community facilities based on future requirements of the land and community needs.
- Assisting community groups in improving facilities and increasing capacity within the Shire that results in community strengthening and helps to build vibrant, inclusive and healthy communities

The Shire is in the process of reviewing this policy to provide more clarity around setting commencement dates for community leasing, however it is noted that minimal revenue is raised from community leases and therefore there is generally minimal impact to Council in setting commencement dates as at the time that a lease is finalised.

It is recommended that where there is a period between the expiry of a lease and the commencement of a new lease, the commencement date of the subsequent lease will be a date agreed to by both parties at the formal acceptance of the final draft.

FINANCIAL IMPLICATIONS

The Shire has incurred substantial external costs (approximately \$33,000) due to the extensive negotiations involved in the preparation of the lease with KAS.

At the February OCM Council resolved (**Minute No. 10800**) to amend the lease document to state that the Lessee must pay to the Lessor or as the Lessor directs, all the Lessor's reasonable costs, charges and expenses in connection with "the negotiation, preparation, execution, settlement and stamping of this Lease, to a maximum of \$10,000".

Council also resolved (**Minute No. 10801**) for the Shire to invoice Kununurra Agricultural Society Inc. an amount of \$10,000 plus GST, being recovery of a portion of legal costs and expenses for the preparation of the 'Final Draft' of the Lease, and that if requested by the Society, that the Shire enters into a special payment arrangement for a period which does not extend beyond July 2020, being approximately 5 years, for the payment of this amount.

An invoice for the recovery of a portion of legal costs and expenses for the preparation of the lease has recently been sent to KAS.

It is noted that KAS currently pay \$750 per annum plus GST as a tenant at will, which is the starting rental amount as per Council's resolution (**Minute No. 10803**).

STRATEGIC IMPLICATIONS

Strategic Community Plan 2012-2022

Goal 2: Greater returns from regional investment to ensure sustainable provision of appropriate physical and social infrastructure

Objective 2.1: A highly valuable East Kimberley economy that maximises social benefits

Strategy 2.1.2: Promote and support major events that benefit locals and attract visitors to the area

Goal 3: Protection and enhancement of lifestyle values, community facilities and the environment to provide safe and inviting communities

Objective 3.5: An active outdoor lifestyle is encouraged and promoted

Strategy 3.5.1: Promote an increase in the number of outdoor (public) events, particularly for youth and which promote cultural diversity

COMMUNITY ENGAGEMENT

The Shire of Wyndham East Kimberley's CP/GOV-3100 Community Engagement Policy has been considered in relation to this item.

No community engagement is required

COMMENT

The KAS have requested that their position be presented to Council for consideration, which is principally that they do not agree with the commencement date as per Council's resolution and would like the proposed lease to commence as of this year, and have suggested that the lease commence as of 1 July 2015.

The intention to set the commencement date as of 1 July 2012, being when the previous lease expired, is on the basis that it is common practice to have a lease commencement date that takes effect before the execution date of the lease.

In clarifying this matter, the Shire's solicitors have advised that there is no problem in taking this approach provided both parties contractually agree to the lease commencement date and the Minister of Lands provides his consent, and that it is particularly common place when a new lease is agreed between the parties after an old lease has expired.

However, conversely there is no problem with the parties contractually agreeing that the lease commence this year provided the Minister of Lands grants consent, and that the rent review dates are re-considered or amended accordingly. A copy of the advice from Civic Legal is provided at Attachment 3.

The Department of Lands has also verbally advised that, in regard to the leases they issue, the commencement date for any new lease would be from the date that previous lease has expired, on the basis that it may take some time for the lease to be finalised. However, they have advised that it is up to the Shire if they opt to amend the commencement date.

To amend the lease commencement date will require Council to revoke Minute No. 10802 as well as Minute No. 10803, in order to re-consider the rent review requirement. This will require new motions to be considered to determine Council's position on the lease term, starting rent and rent review frequency.

It is noted that the backdating of the lease, while common practice, is also subject to both parties contractually agreeing to the commencement date, and that the parties had previously agreed to change the commencement date to 1 June 2014.

It is noted that the current rental amount paid by the KAS is \$750 plus GST (\$825) per annum along with a \$1500 contribution for the water to irrigate the grounds, this has remained unchanged and therefore any amendment of the commencement date will not affect the rental amount to be paid.

Rental amounts set for community leases are normally a nominal fee to encourage the development and operation of facilities and events for the benefit of the community, and

therefore there is generally minimal consequence or impact to Council in setting a commencement date at which the community lease document is finalised or as per resolution of Council.

In this instance in order to resolve the matter in a timely manner and to ensure that a lease commencement date is set that both parties contractually agree to, it is recommended that Council resolve to set the commencement date as of 1 April 2015.

The Kununurra Agricultural Society advised via email on 31 March 2015 that they have reviewed the amended lease document and only requested a change to the commencement date i.e. the lease commencement date of 1 April 2015 is consistent with formal acceptance of the final draft.

ATTACHMENTS

Attachment 1 - Correspondence from Chris Robinson

Attachment 2 - Amended Lease document

VOTING REQUIREMENT

Absolute Majority

NOTE: President to call for a show of hands in favour (1/3 of members) to consider the revoking of Council decisions relating to Minute No. 10802 and Minute No. 10803 24 February 2015 Ordinary Council Meeting.

OFFICER'S RECOMMENDATION 1

That Council:

1. Revoke the Council decision Minute No. 10802 of the 24 February 2015 Ordinary Council Meeting:

"That Council subject to the payment in full of the invoice (\$10,000 plus GST) by Kununurra Agricultural Society Inc. or a signed special payment arrangement with Kununurra Agricultural Society for the above invoice (\$10,000 plus GST) offers the Kununurra Agricultural Society the amended Lease over portion of Reserve 29799, part Lot 504 Coolibah Drive, Kununurra, subject to the following:

- a) Lease term to be 21 years
- b) Commencement date to be 1 July 2012, from the expiry of the previous lease
- c) Minister of Lands approval."

2. Revokes the Council decision Minute No. 10803 of the 24 February 2015 Ordinary Council Meeting:

"That Council subject to the payment in full of the invoice (\$10,000 plus GST) by Kununurra Agricultural Society Inc. or a signed special

payment arrangement with Kununurra Agricultural Society for the above invoice (\$10,000 plus GST) offers the Kununurra Agricultural Society the

amended Lease over portion of Reserve 29799, part Lot 504 Coolibah Drive, Kununurra, subject to the following:

- a) *Lease rent to start at \$750 per annum plus GST for Community Use only;*
- b) *Rent to be reviewed every 3 years starting from 1 July 2015, or at such time that a Caravan Park and Camping Ground licence is applied for*
- c) *Minister of Lands approval."*

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION 2

That Council subject to the payment in full of the invoice (\$10,000 plus GST) by Kununurra Agricultural Society Inc. or a signed special payment arrangement with Kununurra Agricultural Society for the above invoice (\$10,000 plus GST) offers the Kununurra Agricultural Society the amended Lease over portion of Reserve 29799, part Lot 504 Coolibah Drive, Kununurra, subject to the following:

- a) Lease term to be 21 years
- b) Commencement date to be 1 April 2015
- c) Minister of Lands approval.

OFFICER'S RECOMMENDATION 3

That Council subject to the payment in full of the invoice (\$10,000 plus GST) by Kununurra Agricultural Society Inc. or a signed special payment arrangement with Kununurra Agricultural Society for the above invoice (\$10,000 plus GST) offers the Kununurra Agricultural Society the amended Lease over portion of Reserve 29799, part Lot 504 Coolibah Drive, Kununurra, subject to the following:

- a) Lease rent to start at \$750 per annum plus GST for Community Use only;
- b) Rent to be reviewed every 3 years starting from 1 April 2018, or at such time that a Caravan Park and Camping Ground licence is applied for
- c) Minister of Lands approval.

This item is to be considered after 13.4.4 Endorsement of Draft Reviewed Policy CP_PMG-3780 Leasing of Council Managed Reserve

Jennifer Ninyette

From: chris robinson <robinsons1@activ8.net.au>
Sent: Tuesday, 31 March 2015 11:17 AM
To: Jennifer Ninyette
Subject: RE: Kununurra Agricultural Society

Follow Up Flag: Follow up
Flag Status: Flagged

Jennifer,

Thankyou for the reply. Yes you are correct , I was to go through the lease with a fine tooth comb. Unfortunately I did not receive a copy until 4.15pm on Friday the 20th. I think that about an hour after the agenda for the shire meeting was posted on the website. That gave me very little time (in fact none) to review the 60 odd page document and have the start date correction put up as a late agenda item for the shire meeting. I don't know what the process is but I would not think you would include new agenda items for the shire meeting on the Monday or Tuesday before the meeting. Equally I had discussed the matter with a councillor who assured me they would be in the shire offices on the Monday morning to ensure it was going to be included. Never heard another thing. I have now reviewed the document and cannot see anything that has "slipped in" so I think it is ready to go. So if you could please put it up to council for approval with the necessary changes to the commencement date. Perhaps we should make the commencement date "lets say 1st July 2015" That gives us time for it to go through whatever processes, lawyers, state government etc and we can sign it before the show. That will be almost 5 years after the process started to fix the muck up with the lease we are currently working under.

Chris

From: Jennifer Ninyette [mailto:Jennifer.Ninyette@swek.wa.gov.au]
Sent: Tuesday, 31 March 2015 10:28 AM
To: knaags@knxagsoc.com.au; 'Oria Orchards' (robinsons1@activ8.net.au)
Cc: Louise Gee; Cr John Moulden
Subject: RE: Kununurra Agricultural Society

Chris,

My understanding is that you were advised by the Shire President to go through the Lease with a 'fine tooth comb' before the matter was taken back to Council, in order *'to make sure there have been no other surprises just slipped in'*.

I therefore provided you with a copy of the lease that was in accordance with the resolution of Council, for review and comment by the Kununurra Agricultural Society. This email also outlined the changes to the document in order to satisfy Council's decision, a copy of which is attached.

As no further written comment was received prior to the March Ordinary Council Meeting the matter was not considered.

If you would like the matter to be considered at the April 2015 Ordinary Council Meeting, it is requested that you please review the latest document thoroughly, to ensure that KAS have no further concerns other than the commencement date.

To ensure there are no further delays it is recommended that you please provide a written response by COB Thursday 2 April 2015.

Regards

Jennifer Ninyette
Senior Planning Officer

SHIRE of WYNDHAM | EAST KIMBERLEY

20 Coolibah Drive, PO Box 614 Kununurra WA 6743 | T: (08) 9168 4176 | F: (08) 9168 1798 | M: 0407 489 419 | www.swek.wa.gov.au

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From: chris robinson [<mailto:robinsons1@activ8.net.au>]

Sent: Monday, 30 March 2015 6:39 PM

To: Jennifer Ninyette

Subject: RE: Kununurra Agricultural Society

Jennifer,

I possibly haven't told you yet. I have told everybody else, including your boss and a few councillors. We will not sign the lease document **because** someone somewhere suddenly decided to backdate the lease 3 years to 2012. This is not acceptable for many reasons. I wont waste my time explaining again. I was promised by 2 councillors and your boss that this would be fixed at the march meeting . I gather it wasn't. I sincerely hope it will be fixed at the April meeting, otherwise we could be waiting another year to resolve this lease. **I hope not**

If you would like to discuss please call me

Chris Robinson

Ag Society

91681740

From: Kununurra Ag Society [<mailto:knaags@knxagsoc.com.au>]

Sent: Monday, 30 March 2015 7:57 AM

To: Chris & Di Robinson

Subject: FW: Kununurra Agricultural Society

Morning Chris,

Don't know if you received a copy of this, but it would be good for you to have.

It's 62 pages long – is this the short version again or the proper one?

Probably have to go through it with a highlighter to see how much they got wrong.

Good Luck

Michelle

KAS Support Officer.

From: Jennifer Ninyette [<mailto:Jennifer.Ninyette@swek.wa.gov.au>]

Sent: Friday, 27 March 2015 2:45 PM

To: knaags@knxagsoc.com.au

Subject: Kununurra Agricultural Society

Hi Michelle,

As discussed this morning please find attached lease plan that you can use as the basis for the site plan for your planning application.

I have also attached a copy of the draft Lease document that was amended following Council's resolution at the Ordinary Council Meeting held on 24 February 2015.

I had emailed a copy through to Chris Robison late last week, as well as the previous email address for the Society (knaags@westnet.com.au).

Regards

Jennifer Ninyette
Senior Planning Officer

SHIRE of WYNDHAM | EAST KIMBERLEY

20 Coolibah Drive, PO Box 614 Kununurra WA 6743 | T: (08) 9168 4176 | F: (08) 9168 1798 | M: 0407 489 419 | www.swek.wa.gov.au

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 Please consider the environment before printing this e-mail

From: Ebony Daniell
Sent: Tuesday, 24 March 2015 4:15 PM
To: knaags@knxagsoc.com.au
Cc: Jennifer Ninyette
Subject: Temporary Carvan Park Approval

Hi Michelle

Please find attached a copy of the caravan park licence application form. To assess the application we also require details of items a-e listed at the end of the form. As you are applying for a temporary caravan park the application will also need to demonstrate compliance with Council Policy CPHTH-3762 Licencing of Temporary Caravan Parks also attached for your information. You will also need the planning application which I believe you already have a copy of. The plans required for a planning approval should also be suitable for the caravan park licence approval.

There is a lot of information required, but if you can't get it all together by Friday it would still be beneficial to meet just so we can go through everything in person. Please let me know if you have any questions regarding the health (caravan park licence) side of things or get in touch with Jennifer if you have any concerns regarding the planning application. Thanks Michelle, I look forward to meeting you on Friday.

Shire of Wyndham East Kimberley
Lessor

Kununurra Agricultural Society Inc.
Lessee

Lease

**Portion of Reserve 29799 - Part of Lot 504 on Deposited Plan
61898**

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“Authorised Use” means the use(s) 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,

hereafter constructed, made, erected, installed or situated on the Leased Premises.

“Business Day” means a day other than a Saturday, Sunday or State public holiday in Western Australia.

“CEO” means the Chief Executive Officer for the time being of the Lessor or any person appointed by the Chief Executive Officer to perform any of her or his functions under this Lease.

“Commencement Date” means the commencement date specified in item 2 of Schedule 1.

“Committee” means the management committee of the Lessee.

“Conditions Precedent” means the conditions referred to in clause 2.4(a).

“Consumer Price Index” means the consumer price index compiled by the Australian Bureau of Statistics for the Perth (Capital City) Area (All Groups) and “CPI” has a corresponding meaning. If the CPI is discontinued or in the Lessor’s opinion does not reflect the increase in the cost of living for the City of Perth, the index which will be used will be an index specified by the President of the Institute of Chartered Accountants as an index which reflects the increase in the cost of living for the City of Perth

“Council” means the council of the Lessor.

“Current CPI” means the Consumer Price Index number last published before the relevant Rent Review Date;

“End Date” means the date specified in item 3 of Schedule 1.

“Event of Default” means the events specified in clause 18 of this Lease and clause 3.7(a) of the special clauses to this Lease.

“Facilities” means the water supply, drainage, sewerage, plumbing, gas, electrical, telecommunications and data fixtures, fittings and appliances, in or on the Land or the Leased Premises.

“Final Period” means the period ending on Termination and commencing on the 1 July prior to Termination.

“Financial Year” means a year beginning on 1 July and ending on the following 30 June.

“First Period” means the period commencing on the Commencement Date and ending on the immediately subsequent 30 June.

“Further Term” means each further term specified in item 9 of Schedule 1.

“LAA” means the *Land Administration Act 1997* (WA).

“Land” means the land described in item 4(a) of Schedule 1.

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

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

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

“Leased Premises” means that part of the Land, together with all Buildings and improvements on the Land (if any), as described in Item 4(b) of Schedule 1.

“Leased Premises Plan” means the plan of the Land attached to this Lease as “Attachment A”.

“Lessee's Fixtures” means each fixture and fitting described in item 13 of Schedule 1 and installed by the Lessee in or on the Leased Premises with the Lessor's consent and which is not re-classified as a Lessor's Fixture.

“Lessee's Obligations” means each covenant, obligation and duty contained or implied in this Lease or required by law to be performed by the Lessee, the Guarantors, or any Authorised Persons.

“Lessee's Rights” means the Lessee's rights under this Lease or implied by law.

“Lessee's Works” means the development of the Leased Premises by the Lessee in accordance with:

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

“Lessor's Chattels” means the furniture in or on the Leased Premises, including those described in item 12 of Schedule 1.

“Lessor's Fixtures” means the Lessor's fixtures and fittings in or on the Leased Premises as described in item 11 of Schedule 1 and any Lessee's Fixtures which are re-classified by the Lessor as Lessor's Fixtures in accordance with this Lease.

“Lessor’s Works” means any construction, refurbishment, upgrade and renovation works carried out or to be carried out on or to the Leased Premises as notified to the Lessee by the Lessor from time to time.

“Lessor’s Rights” means the rights of the Lessor under this Lease or implied by law, including without limitation the benefit of the Lessee’s Obligations.

“Maintain” includes maintain, repair, renovate, replace, decorate and refurbish, and “Maintenance” and “Maintaining” have equivalent meanings.

“Minister” means the Minister for Lands, a body corporate under section 7 of the LAA.

“Party” means a party to this Lease.

“Permits” means all necessary licences, permits and authorisations.

“Plans and Specifications” means all plans, specifications and working drawings in relation to the Lessee’s Works as prepared by or on behalf of the Lessee and in the form approved by the Lessor and all Relevant Authorities.

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

“Policy” means the Shire of Wyndham East Kimberley’s Council Policy Number CP/PMG-3780 “Leasing of Council Managed Reserve Land”.

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

“Rate” means the interest rate specified in item 5 of Schedule 1.

“Rates and Taxes” means:

- (a) council rates and charges including but not limited to, rubbish removal rates and charges;
- (b) land tax (including metropolitan region improvement tax) on a single holding basis;
- (c) water, drainage and sewerage rates, including but not limited to meter rents, charges for the disposal of storm water and excess water charges; and
- (d) rates, taxes, charges, duties and fees levied, charged, assessed or imposed by a Relevant Authority in respect of any part of the Leased Premises or the ownership or occupation of any part of the Leased Premises,

together with any related interest, penalties, fines and expenses in connection with them but excluding any tax imposed by the *Income Tax Assessment Act 1936* (Cth) or the *Income Tax Assessment Act 1997* (Cth).

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

“Rent” means the rent specified in item 6 of Schedule 1 as reviewed in accordance with this Lease.

“Rent Review Date” means each rent review date as specified in item 7 of Schedule 1.

“Requirements” means any requirements, notices, orders or directions of any Relevant Authority.

“Schedule” means a schedule to this Lease.

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

“State” means the State of Western Australia.

“Term” means the term specified in item 8 of Schedule 1 and, where appropriate, any Further Term granted under this Lease.

“Termination” means the expiry of the Term by effluxion of time or by termination in accordance with this Lease.

“Valuer” means a valuer appointed in accordance with clause 16.

“Works Conditions” means in respect of any Maintenance or works carried out by the Lessee, the Lessee must:

- (a) do so:
 - (i) at the Lessee’s cost;
 - (ii) in a safe and proper workmanlike manner and to the satisfaction of the Lessor, acting reasonably;
 - (iii) using only good quality materials;
 - (iv) in full compliance with:
 - (A) and only after obtaining the approvals of, all Relevant Authorities;
 - (B) and subject to the conditions of the Lessor’s consent (acting reasonably) in relation to those works;
 - (C) plans and specifications approved by the Lessor;

- (D) all Requirements and Laws;
- (v) if reasonably required by the Lessor, using a qualified and competent contractor engaged by the Lessee (who has a public liability policy of not less than \$10,000,000.00 and appropriate contract construction risk, workers compensation and other usual insurances, which insurance must note the rights and interest of the Lessor and evidence of which must be provided to the Lessor);
- (b) ensure that the Lessee 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 Lessor in relation to their conduct in and access to the Leased Premises and when going to and from the Leased Premises; and
 - (ii) do not do or permit any act or thing to be done which may be a nuisance or cause damage, disturbance or offence to the Lessor or any other person;
- (c) if reasonably required by the Lessor, erect and maintain a fence around the Leased Premises during the erection and completion of the works and ensure that such fence is sufficiently sound, high and secure to prevent entry upon the Leased Premises by unauthorised persons and members of the public;
- (d) clean up the Leased Premises progressively during the construction, installation or demolition of the works as the case may be and promptly remove from the Leased Premises all rubbish and waste arising from such works; and
- (e) pay on demand to the Lessor:
 - (i) all the reasonable costs of the Lessor in connection with the relevant works including the Lessor's administrative and other reasonable costs of giving consent and the fees of any architect or other consultant used by the Lessor in connection with the relevant works EXCEPT THAT such costs do not include any costs or expenses incurred by the Lessor or entitled to be recovered by the Lessor in its capacity as the local government charged with the responsibility of approving such works; and
 - (ii) all costs and expenses incurred or arising as a consequence of any disruption caused by the Lessee or the Lessee's contractors on the Leased Premises in carrying out the relevant works.

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

1.2 Interpretation

The following interpretations shall apply:

- (a) words importing the singular shall include the plural and vice versa, words importing gender shall include the masculine, feminine and neuter genders and words importing persons shall include individuals, firms, associations, partnerships, government authorities, incorporated and unincorporated entities and corporations;
- (b) if two (2) or more persons by this Lease 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;
- (c) a reference to this Lease includes a reference to any Schedule, recital, part, clause, sub-clause, paragraph or Annexure in or to this Lease, and in or to this Lease as amended, novated, supplemented, varied or replaced from time to time, and vice versa;
- (d) a reference to a statute, Act or Code, regulation or by-law or to any section, sub-section or paragraph thereof, includes any statutory amendment, replacement, consolidation, modification or re-enactment thereof from time to time, and for the time being in force, and all ordinances, by-laws, regulations, and other statutory instruments issued under them;
- (e) where the day or last day for doing an action or for the payment of any money or on which any entitlement is due to arise or a notice is deemed served is not a Business Day, the day or last day for doing that act or payment of that money or on which that entitlement arises or notice is deemed served, shall be deemed to be the next Business Day;
- (f) where any requirement, calculation or payment of money might otherwise fall to be performed or paid on the 29th, 30th or 31st day of a month which does not contain such a date, then references thereto shall be construed as references to the last day of that month;
- (g) a reference to any Party includes that Party in its own right and in its capacity as trustee of any trust (whether specified or not), and also includes that Party's executors, administrators, successors, substitutes and permitted assigns in accordance with this Lease, including any person taking by way of novation;
- (h) all headings and any table of contents or index have been inserted for convenience purposes only and shall not affect the interpretation hereof;
- (i) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of such word or phrase shall have a corresponding meaning;
- (j) all references to monetary amounts are references to Australian dollars unless stated otherwise;
- (k) a reference to:
 - (i) a right includes a benefit, remedy, discretion, authority or power;

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

- (u) Covenants implied by Laws are not incorporated in the Lease, unless the relevant Law provides that certain covenants are to be implied and cannot be excluded by agreement.

1.3 Performance of Functions by Minister

- (a) All acts and things which the Lessor is required or empowered to do under this Lease is done under section 46 read together with section 18 of the LAA.
- (b) Where pursuant to this Lease payments and rights accrue to the Minister or obligations are imposed on the Minister the same are for the benefit and burden respectively of the Lessor unless the context otherwise requires.

1.4 Approval by Minister

- (a) In any case where under this Lease the doing or executing of any act matter or thing by the Lessor is dependent on the approval or consent of the Minister, such approval or consent will not be effective unless it is given in writing and may be given or withheld by the Lessor in the reasonable discretion or Lessor's absolute discretion and may be given subject to such conditions as the Lessor may reasonably determine unless otherwise provided in this Lease.
- (b) The Lessee agrees that any failure by the Lessee to comply with or perform a condition imposed under clause (a) will constitute a breach of a condition or covenant under this Lease.

1.5 Land Administration Act

The Lessor and the Lessee agree that the provisions of:

- (a) the LAA relating to Leases of Crown land granted under section 79 of the LAA apply to the Lessee; and
- (b) this Lease does not in any way affect alter or derogate from the Lessor's or the Minister's rights or powers conferred under the LAA.

2. **Operative part**

2.1 Lease of Leased Premises

In consideration of the Lessee agreeing to duly pay the Rent and other money payable under this Lease and to duly observe and perform the Lessee's Obligations, the Lessor leases the Leased Premises and grants the Lessee's Rights to the Lessee for the Term commencing on the Commencement Date subject to the reservation of the Lessor's Rights under this Lease.

2.2 Quiet enjoyment

The Lessor warrants that the Lessor has full capacity to grant this Lease and, if the Lessee duly pays the Rent and other money payable under this Lease and duly observes and performs the Lessee's Obligations, the Lessor agrees that

the Lessee may quietly hold the Leased Premises and enjoy the Lessee's Rights during the Term without any disturbance from the Lessor or any person lawfully claiming through the Lessor, except to the extent that interruption, disturbance or interference arises because of the exercise of the Lessor's rights or is otherwise permitted by any provision of this Lease.

2.3 Lessee responsible as if owner

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

2.4 Conditions Precedent

(a) This Lease is subject to and expressly conditional upon the Lessor complying with the procedures set out in section 3.58 of the *Local Government Act 1995* (WA) relating to disposal of property ("Local Government Condition").

(b) The Parties covenant and agree that:

Best endeavours

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

Local Government Condition

(ii) the Lessor will bear all costs associated with satisfying the Local Government Condition.

2.5 Discretion of the Lessor in its capacity as Relevant Authority

The parties agree and acknowledge that nothing in this Lease shall fetter or be construed as an attempt to fetter the discretion or the powers of the Lessor in its capacity as a Relevant Authority under any Written Law and in particular does not fetter the Lessor 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 Leased Premises or carrying out of the Lessee's Works in accordance with this Lease.

3. **Reservation of Lessor's rights**

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

3.1 Improvements to Leased Premises

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

(a) construct amenities for use by the public, including public toilets, on the Leased Premises;

(b) construct other new structures on the Leased Premises;

- (c) alter, add to, extend, reduce the size of, or otherwise modify, structures on the Leased Premises; and
- (d) any other Lessor's Works,

but in exercising these rights, the Lessor shall use the Lessor's reasonable endeavours not to cause any undue interference with the Authorised Use. The Lessor will notify the Lessee in writing prior to carrying out improvements under this clause 3.1

3.2 Right to enter

- (a) The Lessee shall permit the Lessor to enter the Leased Premises at all reasonable times on the giving of reasonable notice, or immediately in the case of emergency, with or without workmen and materials to:
 - (i) view the state of repair of the Leased Premises and to ensure compliance with the Lessee's Obligations;
 - (ii) comply with any requirement or order of any local government or other statutory authority;
 - (iii) carry out any Maintenance, modification, installation or extension to the Leased Premises or the Lessee's Fixtures and, the Plant and Equipment or cables, pipes or wires within the Leased Premises or the Lessee's Fixtures; and
 - (iv) view the Leased Premises with any persons interested in the Leased Premises;

except that the Lessor shall use the Lessor's reasonable endeavours not to cause any undue interference with the conduct of the Authorised Use;

- (b) the Lessor may enter the Leased Premises at any time for the purpose of doing anything which should have been done by the Lessee under this Lease but which has not been done or has not been done properly; and
- (c) the Lessor's right of entry under this clause 3.2 allows the Lessor to enter in the Leased Premises with or without workmen or other interested persons and, in the case of works that are required to be undertaken, with all necessary plant, equipment and materials to effect those works.

3.3 Granting easements etc

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

3.4 Re-classification of fixtures and fittings

The Lessor may by notice to the Lessee at any time up to the day that is twenty eight (28) Business Days after the Termination of this Lease, re-classify any Lessee's Fixtures which it reasonably considers form an integral part of the Leased Premises as Lessor's Fixtures. Ownership of the Lessee's Fixtures specified in the notice will pass to the Lessor on the giving of the notice and the Lessee shall have no right of compensation against the Lessor for such re-classification.

3.5 Managing Agent

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

4. Rent

The Lessee must pay the Rent to the Lessor in the manner specified in Item 6 of Schedule 1 at the Lessor's address in this Lease or any other address stipulated by the Lessor or by any other method specified by the Lessor, including without limitation by direct bank deposit, without deduction or set-off (including but not limited to equitable set-off) except that the first and last payments will be apportioned on a daily basis in respect of periods of less than a month.

5. Rent review

5.1 Review on Rent Review Date

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

5.2 CPI Rent Review

- (a) With effect from each Rent Review Date, the Rent shall be reviewed so that it is the greater of the Rent Payable immediately before the relevant Rent Review Date and the amount of Rent in the sum calculated on the basis of the following formula:

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

Where:

"RR" = the annual Rent as reviewed;

"R" = the annual Rent payable immediately before the relevant Rent Review Date;

"CCPI" = the Current CPI; and

"PCPI" = the Previous CPI.

(b) Determination of Current CPI or Previous CPI

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

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

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

5.3 Payment of Reviewed Rent

- (a) The Lessee will be liable to pay the reviewed annual Rent from the relevant Rent Review Date whether or not the Lessor has notified the Lessee of the amount to which the annual Rent has been varied.
- (b) The failure of the Lessor to give notice of the reviewed annual Rent before a Rent Review Date does not preclude the Lessor from giving such a notice in respect of that Rent Review Date at any later time.
- (c) If the Lessor has not given notice of the reviewed annual Rent to the Lessee and the Lessee continues to pay Rent at the rate of the current annual Rent until the Lessor notifies the Lessee of the reviewed annual Rent, the Lessee will not for that reason only be in default for non-payment of Rent provided that when the Lessor notifies the Lessee of the amount of the reviewed annual Rent, any necessary adjustment is to be made within twenty eight (28) Business Days of service of the rent review notice.

5.4 Not to cause Rent reduction

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

6. Rates and Taxes

- 6.1 The Lessee must pay to the Lessor within one (1) month, or if the demand is made to the Lessee by any Relevant Authority then to that authority on demand in full all Rates and Taxes assessed or imposed by any Relevant Authority or other service provider in respect of the Premises.

- 6.2 Except in the case of manifest error, a statement issued by the Lessor under clause 6.1 will be prima facie evidence of the matters stated in that statement.
- 6.3 If the year or other period in respect of which any particular Rate or Tax is payable does not coincide with the Lease year, the amount the Lessee is to pay in the first year and last year of the Lease will be adjusted proportionally.

7. **Lessee to pay for Services**

Services separately assessed

- 7.1 The Lessee must pay to the Lessor or, if demand is made by a service provider, or Relevant Authority, to that provider or Relevant Authority, all amounts separately charged or assessed in respect of the Leased Premises or the Lessee for or in connection with Services to or for the benefit of the Leased Premises or the Lessee, including supply charges and the cost of installation of any meter, wiring or other device necessitated by the use of a Service.

Bulk supplies Services

- 7.2 If the Lessor supplies any Services to the Leased Premises the Lessee must on demand pay to the Lessor the amount which the Lessee would have been charged by the original service provider, or Relevant Authority if the Services had been supplied to the Lessee directly together with an administrative charge of no more than twenty per cent (20%) of the amount charged by the original service provider, or Relevant Authority.
- 7.3 The Lessee must observe and comply with any conditions of supply of Services by the Lessor, or where no conditions of supply are imposed by the Lessor, observe and comply with the conditions of supply of Services imposed by the service provider or any Relevant Authority.
- 7.4 If any Service is not provided by the Lessor, the Lessee is responsible to make the Lessee's own arrangements at the Lessee's own cost for the supply of the Service to the Leased Premises and all associated Facilities. For the avoidance of doubt, the Lessor is not obliged to provide or to facilitate the procuring of any Services or Facilities to or for the Leased Premises.

Services not separately assessed

- 7.5 The Lessee must pay to the Lessor, or as the Lessor directs, the proportion of ninety per cent (90%) of all amounts charged or assessed in respect of the Land for or in connection with Services to or for the benefit of the Land or the Lessee, including supply charges and the cost of installation of any meter, wiring or other device necessitated by the use of Service.

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

8.1 Authorised Use

The Lessee shall not:

- (a) use the Leased Premises for any purpose other than the Authorised Use specified in item 1 of Schedule 1 or for any purpose for which the Leased Premises was not designed or designated; and
- (b) use each Facility, Service, item of Plant and Equipment, Lessor's Chattels, Lessee's Fixture or Lessor's Fixture for a purpose for which it was not designed or designated.

8.2 Licenses and Limitations

- (a) The Lessee accepts the Leased Premises for the Term with full knowledge of and subject to any existing prohibition, condition or restriction on the use of the Leased Premises.
- (b) The Lessee shall not conduct any business in or from the Leased Premises at any time prohibited by any Law.
- (c) The Lessee shall not contravene the provisions of the *Associations Incorporation Act 1987 (WA)*.

8.3 Comply with Directions

The Lessee:

- (a) shall comply with the Lessor's reasonable requirements for the use of each Facility, Service, item of Plant and Equipment, Lessor's Chattel and Lessor's Fixture;
- (b) shall not do or omit to do anything which might interfere with or impair the efficient supply or operation of each Facility, Service, item of Plant and Equipment, Lessor's Chattel or Lessor's Fixture;
- (c) in the conduct of the Authorised Use comply strictly with all relevant requirements imposed by any Law or Relevant Authority; and
- (d) shall comply with all rules, regulations, directions and orders made in respect of the Leased Premises by the Lessor.

8.4 Change of Authorised Use

- (a) The Lessee may, at any time during the Term of this Lease, seek the Lessor's approval to amend the Authorised Use specified in item 1 of Schedule 1 to include "caravan park and camping ground" and the Lessor must give its approval if the following conditions are fulfilled:
 - (i) The Lessee holds the necessary consent, licence or authority under any Law, including the *Caravan Parks and Camping Grounds Act 1995 (WA)* to lawfully operate a caravan park and camping ground at the Leased Premises;
 - (ii) The Rent is reassessed to an amount determined by the Lessor (acting reasonably) to take into account the new Authorised Use, such change of rent to take effect on the date that the Minister of Lands grants his approval;

- (iii) A variation of lease prepared by the Lessor's solicitor is duly executed by the Lessee and delivered to the Lessor to record the following variations which will take effect on the date that the Minister of Lands grants his approval:
- a. The new Rent payable as provided in clause 8.4(a)(ii) above;
 - b. A new clause 8.2(d) to be inserted as follows:

"If the carrying on of the Authorised Use at the Leased Premises is permissible only with the consent, licence or authority under any Law, including the Caravan Parks and Camping Grounds Act 1995 (WA), the Lessee shall obtain and maintain the currency of that consent, licence or authority and comply with that Law."
 - c. The following words to be added at the end of clause 10.1(i):

"for the avoidance of doubt, occupants of the caravan park may use small radio and television aerials mounted on their vehicles or caravans. Free standing aerials and antennas greater than three (3) metres in height must be approved by the Lessor acting reasonably"
 - d. The following words to be added at the end of clause 12(c):

"for the avoidance of doubt, occupiers of the caravan park may use small radios, television sets and similar in their vehicles or caravans. Free standing aerials and antennas greater than three (3) metres in height must be approved by the Lessor acting reasonably"
 - e. The Authorised Use specified in item 1 of Schedule 1 to be amended as follows:

"(a) Community use, including recreation, equestrian and agricultural show activities

(b) Caravan park and camping ground"
 - f. All other lease covenants are to remain unchanged.
- (iv) The Lessor's valuation costs (if any) and legal costs in relation to the preparation and execution of the variation of lease must be paid by the Lessee including any stamping or registration fees; and
- (v) The condition precedent that the Minister of Lands grants his consent to the variation of the lease under this clause 8.4(a).

- (b) If a lease variation under clause 8.4(a) has taken effect then, at any time during the Term of this Lease, the Lessee may seek the Lessor's approval to amend the then Authorised Use specified in item 1 of Schedule 1 by excluding "caravan park and camping ground" and the Lessor must give its approval to the requested change of the Authorised Use if the following conditions are fulfilled:
- (i) The Rent is reassessed to an amount determined by the Lessor (acting reasonably) to take into account the new Authorised Use, such change of rent to take effect on the date that the Minister of Lands grants his approval;
 - (ii) A variation of lease prepared by the Lessor's solicitor is duly executed by the Lessee and delivered to the Lessor to record the following variations to take effect on the date that the Minister of Lands grants his approval:
 - a. The new Rent payable as provided in clause 8.4(b)(i) above;
 - b. The deletion of clause 8.2(d);
 - c. The deletion of the following words from the end of clause 10.1(i):

"for the avoidance of doubt, occupants of the caravan park may use small radio and television aerials mounted on their vehicles or caravans. Free standing aerials and antennas greater than three (3) metres in height must be approved by the Lessor acting reasonably"
 - d. The deletion of the following words from the end of clause 12(c):

"for the avoidance of doubt, occupiers of the caravan park may use small radios, television sets and similar in their vehicles or caravans. Free standing aerials and antennas greater than three (3) metres in height must be approved by the Lessor acting reasonably"
 - e. The Authorised Use specified in item 1 of Schedule 1 is amended to read:

"Community use, including recreation, equestrian and agricultural show activities"
 - f. All other lease covenants are to remain unchanged.
 - (iii) The Lessor's valuation costs (if any) and legal costs in relation to the preparation and execution of the variation of lease must be paid by the Lessee including any stamping or registration fees; and
 - (iv) The condition precedent that the Minister of Lands grants his consent to the variation of the lease under this clause 8.4(b).

9. **Security of Leased Premises**

9.1 The Lessee shall:

- (a) be responsible for the security of all Buildings on the Leased Premises at all times; and
- (b) if required by the Lessor install in and operate on the Leased Premises a security alarm system approved by the Lessor.

9.2 The Lessor may enter the Leased Premises at any time for any purpose in relation to security, but nothing in this clause makes the Lessor responsible in any way for the security of the Leased Premises.

10. **Maintenance and Works**

10.1 **Obligation to Maintain**

The Lessee shall:

- (a) maintain the Leased Premises in a good condition and state of repair, except in respect of:
 - (i) fair wear and tear; and
 - (ii) damage which is or will be reinstated from the proceeds of insurance;
- (b) promptly repair any damage to the Leased Premises for which the Lessee is responsible to the satisfaction of the Lessor;
- (c) keep the Leased Premises clean and free from rubbish;
- (d) maintain the Lessor's Chattels, the Lessor's Fixtures, the Lessee's Fixtures and the Facilities in good condition and where necessary, replace that Lessor's Chattel, Lessor's Fixture, Lessee's Fixture or Facility to the satisfaction of the Lessor except in respect of:
 - (i) fair wear and tear; and
 - (ii) damage which is or will be reinstated from the proceeds of an insurance policy;
- (e) not do or omit to do anything which might cause the Leased Premises, the Lessor's Chattels, the Lessor's Fixtures, the Lessee's Fixtures or the Facilities to deteriorate or become impaired except for fair wear and tear, to be obstructed, or to be in a condition other than a good and sanitary condition;
- (f) maintain the Lessor's Chattels, the Lessor's Fixtures, the Lessee's Fixtures and the Facilities in clean and good condition;
- (g) promptly replace any broken glass in the Leased Premises, the Lessor's Fixtures or the Lessee's Fixtures;

- (h) not without the Lessor's prior consent, install any electrical equipment on the Leased Premises which might overload the cables, switchboards or sub-boards through which electricity is connected to the Leased Premises or any fixtures (including any Building);
- (i) not without the Lessor's prior consent, erect or place on or in the Leased Premises any radio or television aerial or antenna;
- (j) keep all drains and other pipes in or connected to the Leased Premises or any fixtures (including any Building) properly cleaned and free-flowing;
- (k) maintain the garden, lawns, edges, hedges, shrubs and trees, to water and fertilise them regularly and adequately, to keep the flower beds and lawns free of weeds, and to not remove or cut down any plants, trees or shrubs;
- (l) maintain all paved areas and keep them clean and tidy; and
- (m) maintain all roads, driveways and access ways on the Leased Premises and keep them free of rubbish and debris and ensure that they are not obstructed.

10.2 Alteration and Substantial Works

The Lessee must not make any alteration to or addition to or demolish any part of the Leased Premises, the Lessor's Fixtures or the Lessee's Fixtures, or remove or alter any of the Lessee's Fixtures, the Lessor's Fixtures, the Lessor's Chattels, the Plant and Equipment or any Facility or Service in or on the Leased Premises or any fixtures (including any Building) without the prior written consent of the Lessor which consent may be granted or refused or granted subject to conditions at the absolute discretion of the Lessor EXCEPT THAT the Lessor shall not arbitrarily or unreasonably withhold its approval in the case of any mandatory alterations required by a Relevant Authority.

10.3 Standard for Maintenance and Works

The Lessee must comply with the Works Conditions in carrying out all Maintenance and any other work which affects the Leased Premises, the Lessor's Fixtures or the Lessee's Fixtures.

10.4 Remove Non-approved Works

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

11. Positive covenants

11.1 Costs and Expenses

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

- (a) the negotiation, preparation, execution, settlement and stamping of this Lease, to a maximum of \$10,000;
- (b) any consent, approval or exercise of any right, waiver, variation, release, surrender or discharge in connection with this Lease, including but not limited to all costs and expenses of and incidental to the preparation and service of a notice under section 81 of the *Property Law Act 1969 (WA)*;
- (c) any inspection, valuation or report concerning the Leased Premises, the Land or the Lessee's Fixtures;
- (d) any breach of the Lessee's Obligations;
- (e) any work done at the request of the Lessee;
- (f) the exercise of attempted exercise of the Lessor's Rights;
- (g) any action, suit or proceeding to which the Lessor is joined as a party as a result of the Lessee's occupation of the Leased Premises and the Lessee's Fixtures;
- (h) the Lessor's advertising costs arising from or connected with the *Local Government Act 1995 (WA)*; and

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

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

11.2 Reimburse Lessor Expenses

The Lessee shall pay to the Lessor on demand all money paid by the Lessor on behalf of the Lessee in the discharge of any of the Lessee's Obligations.

11.3 Report to Lessor

The Lessee shall report promptly to the Lessor or the Managing Agent in writing:

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

- (c) any notice or order received from any court relating to the Leased Premises and the Lessee's Fixtures; and
- (d) any circumstances likely to be a danger or cause any damage or danger to the Leased Premises and the Lessee's Fixtures or any person in or on the Leased Premises and the Lessee's Fixtures of which the Lessee is aware.11.4

11.4 Comply with Laws

The Lessee shall comply promptly with all other Laws affecting the Leased Premises and the Lessee's Fixtures or the use of the Leased Premises and the Lessee's Fixtures including any structural work in respect of the Lessee's Works.

11.5 Interest

The Lessee shall on demand by the Lessor, pay the Lessor interest on any Rent, or other money payable under this Lease which is not paid on the due date calculated at the Rate specified in item 5 of Schedule 1 from the due date for payment until the date of actual payment.

12. Negative covenants

The Lessee shall not:

- (a) except for reasonable quantities for normal applications in connection with the use of the Leased Premises and in the carrying out of the Authorised Use, bring onto, store or use any chemical or inflammable substance in or the Leased Premises;
- (b) store goods on or in the Leased Premises other than those necessary in the carrying out of the Authorised Use;
- (c) without the Lessor's prior consent, place or operate in any part of the Leased Premises any radio, television, loud speaker, amplifier or other similar device;
- (d) except as is lawful and necessary and an ordinary incident of carrying out the Authorised Use, do or carry on in the Leased Premises any activity which might be harmful, offensive or illegal, or cause a nuisance, damage or disturbance to the Lessor or the owners or occupiers of any nearby properties unless with the prior consent of any Relevant Authority and the Lessor;
- (e) place any rubbish on or in any part of the Leased Premises except in a suitable receptacle;
- (f) burn any rubbish in or on the Leased Premises, unless permitted by law and a necessary and ordinary incident of the Authorised Use; and
- (g) deliver or permit to be delivered goods or materials to or from the Leased Premises except in a manner which causes minimum interference to the Lessor or the owners or occupiers of any nearby properties.

13. Lessee's Obligation to effect insurances

- 13.1 The Lessee shall effect and maintain in the names of the Lessor and the Lessee with an insurance company approved by the Lessor all policies of insurance relating to the Leased Premises and the Lessee's Fixtures or otherwise as reasonably required by the Lessor from time to time, including policies of insurance in respect of the matters referred to in item 10 of Schedule 1 and the Lessee shall:
- (a) supply to the Lessor 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 Lessor'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 Lessor.
- 13.2 The Lessee must not by any act or omission cause or allow anything to be done which might result in any insurance policy effected under this Lease or in respect of the Leased Premises and the Lessee's Fixtures becoming void or voidable or which might increase the premium on any policy.

14. **Indemnities**

14.1 **General indemnity**

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

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

14.2 **Nature of indemnity**

The obligation of the Lessee to indemnify the Lessor and the Minister under this Lease or at law is not affected by the obligation of the Lessee to effect insurance and all indemnities shall survive the termination of the Lease.

15. **Assignment**

15.1 **No assignment**

Section 18 of the LAA applies to this Lease and further the Lessee must not assign, mortgage or charge the Lessee's leasehold estate in the Leased Premises, nor sublet, part with possession or dispose of the Leased Premises in any way except where provided in the following provisions of clause 15.

15.2 Property Law Act excluded

Sections 80 and 82 of the Property Law Act 1969 (WA) are excluded.

15.3 Lessor may consent to assignment

The Lessee will not be in breach of the covenant in clause 15.1 in respect of an assignment if the Lessor consents to the assignment. The Lessor will not unreasonably withhold consent if the following criteria are satisfied:

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

- (e) the Minister consents in writing to the proposed assignment of the Lease pursuant to section 18 of the LAA.

15.4 Lessor may consent to sublease

The Lessee will not be in breach of the covenant in clause 15.1 in respect of a sublease of the whole or part of the Leased Premises and the Lessee's Fixtures if the Lessor consents to the sublease. The Lessor will not unreasonably withhold consent if the following criteria are satisfied:

- (a) the Lessee satisfies the Lessor that:
 - (i) the proposed sub lessee is a respectable and responsible person of a good financial standing, with sound business acumen, with adequate business experience and who is capable of meeting all the financial commitments of the sub lessee under a sublease of this Lease;
 - (ii) the sublease will be granted without any fine or premium, and at a rent per square metre of the subleased area at least equal to the Rent payable under this Lease;
 - (iii) there is no Rent or other money payable under this Lease due but unpaid; and
 - (iv) there is no unremedied breach of the Lessee's Obligations and there have been no substantial breaches of the Lessee's Obligations during the Term;
- (b) the Lessee procures the execution by the proposed sub lessee of a sublease approved by the Lessor or the Lessor's solicitors at the Lessee's cost which contains terms consistent in all respects with this Lease and acceptable to the Lessor;
- (c) if the proposed sub lessee is a company, the directors or substantial shareholders of the company at the option of the Lessor guarantee to the Lessor the observance and performance by the proposed sub lessee of all of the Lessee's Obligations as if the proposed sub lessee were named in this Lease as the Lessee;
- (d) the Lessee agrees that the covenants of the sub lessee are independent of the covenants of the Lessee in this Lease and will not release or relieve the Lessee from the Lessee's Obligations and the Lessee acknowledges that the Lessee will continue to be fully responsible for the Lessee's Obligations notwithstanding the sublease of the Lease to the proposed sub lessee, particularly on the occurrence of an Event of Default by the proposed sub lessee or any other party; and
- (e) the Minister consents to the proposed sublease of the Leased Premises in accordance with section 18 of the LAA.

15.5 Lessor may consent to charge

- (a) The Lessee will not be in breach of the covenant in clause 15.1 in respect of a charge or mortgage if the Lessee obtains the Lessor's consent to that charge or mortgage.
- (b) The Lessor may consent to, or refuse to give its consent to, a charge or mortgage in its absolute discretion.

15.6 Compliance with Acts

The Lessor and the Lessee acknowledge that if in granting its consent to any assignment or sublease the Lessor has to first comply with or satisfy any obligations or requirements under any Written Law, including but not limited to section 3.58 of the *Local Government Act 1995* (WA) and regulation 30(2)(b) of the *Local Government (Functions and General) Regulations 1996* ("Assignment/Sublease Condition Precedent"), then the Lessor's consent is made expressly conditional upon and subject to satisfaction of the Assignment/Sublease Condition Precedent.

15.7 Requirements before approval

The Lessee agrees that the Lessor and the Minister may, before giving approval under section 18 of the LAA in writing, require such information concerning the transaction for which approval is sought as the Lessor and the Minister specify.

16. **Damage, Destruction or Resumption**

16.1 Definitions

In this clause 16:

- (a) "Reinstatement Notice" means a notice given by the Lessor to the Lessee of the Lessor's intention to carry out the Reinstatement Works; and
- (b) "Reinstatement Works" means the work necessary to:
 - (i) reinstate the Leased Premises; or
 - (ii) make the Leased Premises fit for occupation and use or accessible by the Lessee.

16.2 Abatement

- (a) If the Leased Premises are damaged or destroyed so as to render any part of the Leased Premises wholly or substantially:
 - (i) unfit for occupation and use by the Lessee; or
 - (ii) inaccessible having regard to the nature and location of the Leased Premises and the normal means of access to them,

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

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

will subject to clauses 16.2(b) and 16.2(c), according to the nature and extent of the damage or destruction sustained, and the extent to which such destruction interferes with the continued operation of the Lessee's Business, abate in whole or in part as agreed by the Lessor and the Lessee or in the absence of agreement as determined pursuant to clause 16.2(c).

(b) If clause 16.2(a) applies, then subject to clause 16.2(c) the remedies for:

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

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

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

(c) If the parties cannot agree on the proportion of the abatement pursuant to clause 16.2(a) or the date upon which the abatement should cease pursuant to clause 16.2(b):

- (i) that proportion of the abatement and / or the date upon which the abatement should cease shall be determined by a Valuer appointed by the president of the Australian Property Institute (WA Division);
- (ii) the costs of a Valuer appointed under clause 16.2(c)(i) shall be borne equally by the Lessor and the Lessee; and
- (iii) until any dispute over the proportion of the abatement or the date upon which the abatement should cease has been determined the Lessee will continue to pay all money due pursuant to the Lease less any abatement that the Lessor accepts should be applied.

16.3 Either Party May Terminate

If clause 16.2(a) applies, either party may terminate this Lease by notice to the other unless the Lessor:

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

16.4 Lessee May Terminate

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

16.5 Exceptions

Clauses 16.2, 16.3 and 16.4 will not apply where:

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

16.6 Lessor may Terminate

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

16.7 Antecedent Breaches

No liability will attach to either party because of termination of this Lease under this clause 16 but that termination will be without prejudice to the rights of either party for any antecedent breach or non-observance of any provision of this Lease.

16.8 Dispute Resolution

- (a) Each Valuer appointed under clause 16.2 shall:
 - (i) act as an expert and not as an arbitrator; and
 - (ii) provide his or her determination and the reasons for his or her determination of the extent of an abatement and the period of abatement, in writing within ten (10) Business Days of his or her appointment.
- (b) Upon determination of the extent of an abatement and the period of abatement being finally determined then on the date upon which the immediately subsequent instalment of Rent is due and payable under this Lease:
 - (i) the Lessee shall pay the Lessor; or

(ii) the Lessor shall refund to the Lessee,

as the case requires, the difference between what the Lessee has actually paid pursuant to the Lease from the date of service of the Damage Notice and what the Lessee is determined to have actually been liable to pay after the abatement.

16.9 Lessor Not Obligated to Reinstate

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

16.10 Proceeds of Insurance

If the Leased Premises are damaged or destroyed and the Lease is terminated under this clause 16, the Lessee will have no interest in the insurance proceeds. For the avoidance of doubt, all insurance proceeds will be used by the Lessor to restore and/or reinstate the Leased Premises.

16.11 Resumption of Leased Premises

If the Leased Premises or any part of the Leased Premises is resumed by any authority so as to render the Leased Premises inaccessible or substantially unfit for the occupation of the Lessee, this Lease may be terminated without compensation or other liability by either the Lessor or the Lessee by thirty (30) calendar days' notice to the other but without affecting the rights of either party against the other in respect of any previous breaches of the provisions of this Lease.

17. **Limit of Lessor's liability**

17.1 No warranties or representations

The Lessee acknowledges and agrees that:

- (a) all the Lessee's Fixtures and other Lessee's property in or on the Leased Premises shall be at the sole risk of the Lessee during the Term and the Lessor shall not be liable for any claim, loss or damage that the Lessee may suffer as a result of:
 - (i) any fault in the construction or state of repair of the Leased Premises, the Lessee's Fixtures or the Lessor's Fixtures;
 - (ii) any defect in any of the Plant and Equipment, Facilities or the Services;
 - (iii) any flow, overflow, leakage or breakdown of any water, air conditioning, gas, power or other source of energy whether from the Leased Premises or otherwise;
- (b) the Lessor gives no warranty as to the use to which the Leased Premises may be put; and

- (c) the Lessee has not relied on any representation or warranty of the Lessor in entering into this Lease and, for this purpose, the Lessee acknowledges that:
 - (i) the Lessee has relied on the Lessee's own skill and judgment and has made the Lessee's own enquiries in determining the suitability of the Leased Premises for the Authorised Use; and
 - (ii) the Lessee's occupation of the Leased Premises is conclusive evidence of the Lessee's acceptance of the Leased Premises as being in good order, repair and condition at the Commencement Date.

17.2 Lessor Not Liable

The Lessor is not liable to the Lessee and the Lessee will not make a claim against the Lessor in respect of any liability resulting from any accident, death, injury, damage to any property (including water damage), equipment, or machinery malfunction, interruption of Services or other event of a similar nature in or affecting or the Leased Premises.

17.3 Lessor only liable while Primary Interest Holder

Each Lessor is only liable for any breaches under this Lease occurring while registered as the Primary Interest Holder of the Leased Premises.

17.4 Lessee acts at own risk

Unless this Lease provides otherwise, whenever the Lessee is obligated or required by this Lease 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 Lessee.

18. **Default**

An Event of Default occurs if:

- (a) the Lessee fails to pay the Rent, the outgoings or other money payable under this Lease for seven (7) Business Days after the Lessor has given written notice to the Lessee of the default;
- (b) the Lessee fails to perform any of the Lessee's Obligations other than the payment of moneys referred to in clause 18(a) for seven (7) Business Days after the Lessor has given written notice to the Lessee of the default;
- (c) distress is levied or a judgement, order, security or encumbrance is enforced against any property of the Lessee;
- (d) a receiver or receiver and manager or controller as defined in the *Corporations Act 2001* (Cth) is appointed in respect of any part of the Lessee's property;
- (e) a person is appointed under legislation to investigate or manage any part of the Lessee's affairs;
- (f) the Lessee ceases to carry on the Authorised Use from the Leased Premises;

- (g) where the Lessee is an incorporated association and:
- (i) an application is made to a court for an order or an order is made that the Lessee be wound up;
 - (ii) an application is made to a court for an order appointing a liquidator or provisional liquidator in respect of the Lessee;
 - (iii) except for the purposes of reconstruction or amalgamation, the Lessee 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 Lessee's creditors;
 - (iv) the Lessee resolves to wind itself up or otherwise dissolve itself;
 - (v) the Lessee states that it is insolvent; or
 - (vi) the Lessee takes any step to obtain protection or is granted protection from its creditors under any applicable legislation.

19. **Lessor's powers on default**

19.1 **Lessor's right of possession**

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

19.2 **Lessor may remedy Lessee's default**

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

19.3 No prejudice of Lessor's rights

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

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

19.4 Exercise of rights by Lessor

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

20. **Essential terms**

20.1 Breach of Essential Terms

- (a) If the Lessee's conduct constitutes a breach of an essential term of this Lease and the Lessor elects to treat that breach as repudiation or the conduct otherwise constitutes repudiation of this Lease, the Lessee shall compensate the Lessor for all loss or damage suffered by reason of or arising from the repudiation.
- (b) Clauses 4 ("Rent"), 5 ("Rent Review"), 6 ("Rates and Taxes"), 8 ("Use of Leased Premises and Facilities"), 10 ("Maintenance and Works"), 13 ("Lessee's Obligations to effect insurances"), 15 ("Assignment") and 27 ("Environmental Matters") of this Lease are deemed to be essential terms. This is not an exhaustive list of the essential terms of this Lease.

20.2 Damage for Breach of Essential Terms

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

20.3 Lessor's Entitlement to Damages

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

- (a) if the Lessee abandons or vacates the Leased Premises;
- (b) if the Lessor elects to re-enter the Leased Premises or terminate this Lease;
- (c) if the Lessor accepts the Lessee's repudiation; or

- (d) if the parties' conduct (or that of any of their servants or agents) constitutes or may constitute a surrender by operation of law.

20.4 Lessor to Mitigate Damages

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

20.5 Calculation of Damages

Following repudiation by the Lessee if the Lessor terminates this Lease then, without prejudice to any other right or remedy, the Lessor may recover the difference between the aggregate of the Rent, the reasonable estimate of the outgoings and other money payable by the Lessee for the unexpired residue of the Term less any amount the Lessor obtains, or could in the Lessor's opinion reasonably be expected to obtain, by observing clause 20.4.

21. Termination

21.1 Yield up Leased Premises

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

21.2 Remove Lessee's Fixtures

The Lessee shall:

- (a) prior to Termination or on the termination of any period of holding over, remove from the Leased Premises all of the Lessee's Fixtures and other property which the Lessor requires to be removed (acting reasonably), and make good any damage caused to the Leased Premises by the removal of the Lessee's property;
- (b) comply with the Works Conditions in respect of the removal of those items specified in clause 21.2(a); and
- (c) submit details of the proposed removal works for the Lessor's approval not less than two (2) months prior to Termination, or in the event of the sooner determination of this Lease, on or prior to that sooner determination.

21.3 Making Good of Leased Premises on Termination

Subject to clause 21.2, the Lessee shall, unless the Lessor agrees to the contrary, prior to Termination or on the termination of any period of holding over, make good the Leased Premises, the Facilities on the Leased Premises and those parts of the Plant and Equipment affected by the Lessee's occupation of the Leased Premises.

21.4 Lessor Can Make Good

If the Lessee does not comply with the obligation to make good as set out in clause 21.3, the Lessee shall pay the Lessor within ten (10) Business Days after the Lessor requests payment, any costs reasonably incurred by the Lessor to make good the Leased Premises, the Facilities on the Leased Premises and those parts of the Plant and Equipment affected by the Lessee's occupation of the Leased Premises. The obligation to pay those costs does not limit any other rights of the Lessor in relation to the Lessee's default.

21.5 Dealing with Lessee's property not removed at Termination

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

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

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

- (d) the Lessee failing to remove all of the Lessee's property by Termination; or
- (e) any claim against the Lessor by any person by reason of the exercise by the Lessor of its rights under this clause 21.5.

21.6 Lessee to continue to pay Rent and outgoings

If the Lessee fails to make good the Leased Premises as specified in clause 21.3, or fails to remove the Lessee's property by Termination, then until the Leased Premises are restored in accordance with this Lease or the Lessor elects to take the absolute property in the Lessee's property left after Termination, the Lessee shall continue to pay the Rent and the outgoings and other money payable as if the Lessee were holding over in the Leased Premises.

22. **Option of renewal**

If:

- (a) not more than six (6) months nor less than three (3) months prior to the expiration of the Term, the Lessee serves a notice in writing on the Lessor of the Lessee's desire to renew the Term;
- (b) at the date of service of the notice, the Lessee is not in arrears of any Amounts Payable and there is no outstanding breach or non-observance of the Lessee's Obligations; and
- (c) the Minister consents in accordance with section 18(1) of the LAA,

the Lessor will, at the cost of the Lessee, grant to the Lessee a further lease of the Leased Premises for the Further Term specified in item 9 of Schedule 1 pursuant to this Lease and otherwise on the same terms and conditions of this Lease.

23. **Holding Over**

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

- (a) the Lessor shall, with effect from the fifth (5th) Business Day after the expiry of the Term, review the Rent pursuant to the provisions of clause 5 and the provisions of that clause will apply as if the fifth (5th) Business Day after the expiry of the Term is a Rent Review Date;
- (b) after the Rent review as specified in clause 23(a), the Rent shall be reviewed on each anniversary of the expiry of the Term pursuant to the provisions of clause 5 as if each such anniversary is a Rent Review Date;
- (c) the Lessee's right to remain in possession of the Leased Premises shall be subject to the continued performance of the Lessee's Obligations; and
- (d) the monthly tenancy created by this clause may be terminated by either party giving the other party one (1) months' notice of termination which notice may be given at any time.

24. **CEO and Lessor as Attorney**

The Lessee for valuable consideration:

- (a) irrevocably appoints the Lessor and the CEO of the Lessor jointly and severally the Lessee's attorney for the purpose of
 - (i) withdrawing any caveat which the Lessee is obliged to withdraw but does not; and
 - (ii) doing anything else the Lessee is obliged to do under this Lease but does not do when required;
- (b) undertakes to ratify all that the attorney does or causes to be done under this clause; and
- (c) indemnifies the Lessor in respect of:

- (i) losses arising from any act done under this clause; and
- (ii) the Lessor's costs and expenses of and incidental to the withdrawing of any caveat mentioned in this clause.

25. **Trustee Provisions**

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

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

26. **Special clauses**

26.1 The special clauses (if any) set out in Schedule 2 shall be deemed to be incorporated into and form part of this Lease as if fully set out in the body of this Lease.

26.2 If there is any inconsistency between the provisions of this Lease generally and the special clauses, the special clauses shall prevail to the extent of the inconsistency.

27. **Environmental Matters**

27.1 **Lessee's Environmental Covenants**

The Lessee must:

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

- (ii) an Environmental Notice is served on the Lessee;
- (e) if a Contamination Event occurs and irrespective of whether an Environmental Notice has been served on the Lessee, promptly take all usual and reasonable actions at the Lessee's own cost and in accordance with best industry practice for the Remediation of the Leased Premises and any land in the vicinity of the Leased Premises to a condition, as far as practicable, as if the Contamination Event had not occurred;
- (f) at the Lessee's own cost, comply with every Environmental Notice issued in respect of, or arising from, the Lessee's occupation or use of the Leased Premises, whether the notice is served on the Lessor or the Lessee;
- (g) allow the Lessor and its employees and contractors:
 - (i) after receiving reasonable notice from the Lessor, access to the Leased Premises to conduct environmental audits or inspections from time to time; and
 - (ii) immediate access to the Leased Premises to conduct an inspection following a Contamination Event; and
- (h) pay the reasonable costs of any reputable environmental consultant appointed by the Lessor to undertake an inspection from time to time of the Leased Premises to verify the Lessee's compliance with this clause 27.

27.2 Remediate Contamination

- (a) Without limiting the Lessee's obligation under clause 27.1(e), the Lessee must ensure that at the expiration of the Term it has Remediated any Contamination of the Leased Premises or any land in the vicinity of the Leased Premises caused by the Lessee, to the absolute satisfaction of the Lessor.
- (b) Subject to clause 27.2(e), not later than six (6) months before the expiration of the Term, the Lessee must arrange for a reputable environment consultant approved by the Lessor (whose approval must not be unreasonably withheld) to:
 - (i) carry out an investigation of Contamination at the Leased Premises;
 - (ii) prepare a report with respect to any (if any) Contamination at the Leased Premises; and
 - (iii) prepare a Remediation Notice (if applicable).
- (c) Subject to clause 27.2(d), the Lessee must promptly carry out all the works specified in the Remediation Notice to the satisfaction of the Lessor, and at the Lessee's sole cost.

- (d) The Lessee is under no obligation to carry out remedial works in respect of Contamination of the Leased Premises shown to exist at the Commencement Date, except to the extent that the Lessee has disturbed the Contamination in a manner which creates a risk of harm to people or the Environment.
- (e) If this Lease is terminated by the Lessor prior to the expiration of the Term, the Lessor may:
 - (i) arrange for the investigation of Contamination referred to in clause 27.2(a) and for the preparation of a Remediation Notice (if applicable); and
 - (ii) carry out the works specified in the Remediation Notice, at the Lessee's expense, and the Lessee will indemnify the Lessor under clause 27.3(a).
- (f) For the avoidance of doubt, this clause 27.2 is for the benefit of the Lessor and can only be waived by the Lessor.

27.3 Environmental Indemnity

- (a) Without limiting clause 14 of the Lease the Lessee indemnifies the Lessor and the Lessor's employees in respect of all claims, judgments, orders, costs (including legal costs on a full indemnity basis) and expenses for which the Lessor is or may become liable in respect of or arising from the Lessee's breach of any of the Lessee's Environmental Covenants.
- (b) Without limiting clause 27.3(a) above, in the event that the Lessee fails to promptly comply with its obligations under clauses 27.1(e), 27.1(f), 27.2(a), 27.2(b) or 27.2(c) the Lessor shall be at liberty to carry out all of the said obligations at the cost of the Lessee, which cost shall be recoverable from the Lessee on demand.

27.4 Event of Default and Essential Term

For the avoidance of doubt, a failure by the Lessee to perform or comply with any of its obligations under this clause 27 is an Event of Default and a breach of an essential term of the Lease.

27.5 Definitions

In this clause 27:

- (a) "Contamination" means the affectation of land (including any surface water, ground water or other waters and airspace) by any matter or substance, including but not limited to a solid, liquid, gas, odour, heat, sound, vibration or radiation which:
 - (i) makes or may make such land or the surrounding Environment:
 - (A) unsafe or unfit for habitation or occupation by persons or animals;

- (B) environmentally degraded; or
 - (C) not comply with any Environmental Law; or
- (ii) otherwise gives rise to a risk or possible risk of harm to human health or the Environment;
- (b) “Contamination Event” means any incident originating on the Leased Premises involving:
 - (i) any Contamination or likely Contamination of the Leased Premises, or the Environment in the vicinity of the Leased Premises; or
 - (ii) the unlawful disposal of Waste in a manner which harms or is likely to harm the Environment;
- (c) “Environment” means all components of the earth, including:
 - (i) land, air and water;
 - (ii) any layer of the atmosphere;
 - (iii) any organic or inorganic matter and any living organism including humans;
 - (iv) human made or modified structures and areas;
 - (v) the aesthetic characteristics of the components of the earth, including appearance, sound, odour, taste and texture; and
 - (vi) ecosystems with any combinations of the above;
- (d) “Environmental Law” means any law, whether statute or common law (including the laws of negligence and nuisance), concerning the Environment and includes laws concerning:
 - (i) the carrying out of uses, works or development or the subdivision of land;
 - (ii) emissions of substances into the atmosphere, waters and land;
 - (iii) pollution and contamination of the atmosphere, waters and land;
 - (iv) production, use, handling, storage, transportation and disposal of:
 - (A) Waste;
 - (B) Hazardous Materials; and
 - (C) dangerous goods;
 - (v) conservation, heritage and natural resources;

- (vi) threatened and endangered and other flora and fauna species;
- (vii) the erection and use of structures; and
- (viii) the health and safety of people,

whether made or in force before or after the date of this Lease;

- (e) “Environmental Notice” means any direction, order demand or other requirement to take any action or refrain from taking any action in respect of the Leased Premises or its use from any Government Authority in connection with any Environmental Law;
- (f) “Government Authority” means any state, federal or local government department or authority, government Minister, governmental, semi-governmental, administrative or judicial person or any other person (whether autonomous or not) charged with the administration of any applicable 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) “Lessee’s Environmental Covenants” means the Lessee’s obligations under clause 27.1, 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;
- (j) “Remediation Notice” means a statement of the works necessary to remediate any Contamination at the Leased Premises or the surrounding Environment to an appropriate standard; and
- (k) “Waste” means any discarded, rejected, unwanted, surplus or abandoned substance whether or not:
 - (i) it is intentionally discarded;
 - (ii) it has a value or use; or
 - (iii) it is intended for sale, recycling, reprocessing, recovery or purification.

28. **Caveats and registration of Lease**

28.1 Registration

- (a) The Lessee may register this Lease but must not lodge an absolute caveat over the Leased Premises to protect the interest of the Lessee under this Deed and the Lessee must surrender any registered lease

and withdraw any caveat lodged by or on behalf of the Lessee over the Leased Premises on Termination of the Lease.

- (b) In consideration of the Lessor leasing the Leased Premises to the Lessee, the Lessee irrevocably appoints the Lessor and every officer of the Lessor as defined by the *Corporations Act 2001* (Cth) to be attorney of the Lessee, in the name and on behalf of the Lessee, and as the act and deed of the Lessee to sign and lodge at Landgate, Perth, a surrender of lease and a withdrawal of any caveat lodged by or on behalf of the Lessee and not surrendered or withdrawn on Termination of the Lease, and the Lessee;
 - (i) undertakes to ratify all that the attorney does or causes to be done under or by virtue of this subclause; and
 - (ii) indemnifies the Lessor in respect of any loss arising from any act done under or by virtue of this subclause, and the Lessor's costs and expenses of and incidental to the surrendering of the Lease and withdrawing of any caveat lodged by or on behalf of the Lessee affecting the Leased Premises.

28.2 Lessee must withdraw Caveat and any Registered Encumbrances

- (a) The Lessee on or before the Termination of the Lease must:
 - (i) withdraw any caveat lodged by the Lessee over the Leased Premises;
 - (ii) discharge any mortgage or other registered encumbrance relating to any liability of the Lessee registered over the Leased Premises;
 - (iii) surrender any registered lease over the Leased Premises;
 - (iv) execute a withdrawal of caveat in a form approved or any other document that may be required to remove any encumbrance on the certificate of title for the Leased Premises, and to execute a deed or surrender of lease in the form approved or any other document that may be required in order to remove any lease or notification of it as an encumbrance on the Certificate of Title for the Leased Premises;
 - (v) if requested by the Lessor, do all things necessary to assist in the cancellation of any qualified title for the Leased Premises.
- (b) The Lessee hereby indemnifies, and shall keep indemnified, the Lessor against all loss or damage suffered by the Lessor as a result of the Lessee's failure to comply with section 28.2(a) on or before termination of the Lease.

29. Miscellaneous

29.1 Lessee not to permit prohibited matters

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

29.2 Cost of Complying with Obligations

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

29.3 Schedules

The Schedules shall form part of this Lease.

29.4 Lessor's consent

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

29.5 Proper Law and Jurisdiction

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

29.6 Time for payment

Any amount payable by the Lessee to the Lessor unless otherwise specified must be paid to the Lessor within twenty eight (28) Business Days after the Lessor gives a notice to the Lessee requiring payment.

29.7 Time of the essence

Time shall be of the essence in all respects.

29.8 Certificates

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

29.9 Exercise of rights by Lessor

The Lessor 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 Lessor 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 Lessor of any breach or non-observance of a Lessee's Obligation and shall not prejudice any other right of the Lessor in relation to such breach.

29.10 Lessor may act by agent

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

29.11 Variation

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

29.12 Giving of notice

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

- (a) shall be in writing and in English;
- (b) may be served on the recipient:
 - (i) personally; or
 - (ii) by leaving it at, or sending by pre-paid post to:
 - A. the recipient's last known personal address or place of business, in any case;
 - B. the Leased Premises, in the case of the Lessee; or
 - C. the registered office or principal place of business, in the case of a corporation;
 - (iv) by facsimile transmission sent to the recipient's facsimile number (if known);
- (c) will be deemed to be served:
 - (i) if served personally, at the time of handing the notice to the recipient;
 - (ii) if left at the recipient's last known address, last known place of business, the Leased Premises, a registered office or principal place of business, then at the time of leaving the notice;
 - (iii) if sent by pre-paid post, on the second Business Day after the date of posting;
 - (iv) if sent by facsimile transmission, on the same date as transmitted (if transmitted prior to 4:00pm on a Business Day) or the next Business Day (if transmitted at or after 4:00pm on a Business Day, or on a day not being a Business Day);

- (d) if given by the Lessor, may be signed by the Lessor or a solicitor or agent of the Lessor; and
- (e) where persons having the same interest in respect of the subject matter of the Lease are to notify any other party or are to be notified, notification to or by anyone of them is sufficient notification to or by all of them.

29.13 No moratorium

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

29.14 Further assurances

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

29.15 Effect of execution

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

29.16 Severance

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

29.17 Goods and services tax

- (a) In the Lease:

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

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

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

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

- (b) Words used in this clause which have a defined meaning in the GST Law have the same meanings as in the GST Law unless the context indicates otherwise.
- (c) The Rent and other moneys payable under this Lease have been calculated without regard to GST, and the Lessor and the Lessee agree that the Lessor shall be entitled to charge an additional amount if the Lessor becomes subject to GST as a result of the grant of this Lease or

any supply to the Lessee under or in connection with this Lease, and the following provisions shall apply:

- (i) the Lessee must do everything reasonably requested by the Lessor to ensure this Lease is treated as taxable for the purposes of the GST, the Lessee must pay the GST to the Lessor at the same time as the payment to which the GST relates, and the Rent and other amounts payable under this Lease are exclusive of GST.
- (ii) the Lessee must pay to the Lessor on demand any GST charged on goods and services acquired or payable or paid by the Lessor in connection with this Lease or the Leased Premises, including but not limited to any GST payable in connection with or in respect of the provision of any Services and the Rent;

29.18 Entire Agreement

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

29.19 Headings

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

29.20 Termination

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

SCHEDULE 1

Item 1 **Authorised Use**

Community use, including recreation, equestrian and agricultural show activities

Item 2 **Commencement Date**

1 July 2012

Item 3 **End Date**

30 June 2033

Item 4 **Land and Leased Premises**

(a) **Land**

Part of Reserve 29799 being Lot 504 on Deposited Plan 61898 being the whole of the land comprised in Certificate of Crown Land Title Volume LR3156 Folio 762

(b) **Leased Premises**

That part of the Land shown marked "KAS Lease Area" on the Leased Premises Plan, together with all Buildings and improvements located on that portion of Land and, for the avoidance of any doubt, **excludes** that part of the Land shown marked "ORMFC Lease Area", the "Access Area" and the "Oval Area" as shown on the Leased Premises Plan

Item 5 **Interest Rate**

Eleven per cent (11%) per annum

Item 6 **Rent**

Subject to any rent review, the Rent is Seven Hundred and Fifty Dollars (\$750) per annum plus GST

Item 7 **Rent Review Dates**

The Rent shall be reviewed every three years on the anniversary of the Commencement Date. The Rent Review Dates include:

1 June 2015	1 June 2018	1 June 2021	1 June 2024
1 June 2027	1 June 2030		

Item 8 **Term**

The term shall be twenty one (21) years commencing on the Commencement Date and ending on the End Date.

Item 9 **Further Terms**

Not applicable

Item 10 **Lessee's Insurance Obligations**

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

- (a) public liability insurance for an amount not less than 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 Lessor;
- (b) the full insurable value on a replacement or reinstatement basis of the Lessee's Fixtures against fire, explosion, earthquake, aircraft, riot, civil commotion, flood, lightning, storm, tempest, smoke, rainwater, water leakage, impact by vehicles, machinery breakdown or malfunction, and malicious acts or omissions;
- (c) employers' indemnity insurance including workers' compensation insurance in respect of all employees of the Lessee employed in or about the Leased Premises;
- (d) the full insurable value on a replacement or reinstatement basis of all plate glass windows and doors forming part of the Leased Premises; and
- (e) any other matter or thing which the Lessor reasonably requires by notice to the Lessee,

on the terms specified in clause 13 of the Lease.

Item 11 **Lessor's Fixtures**

Not applicable.

Item 12 **Lessor's Chattels**

Not applicable.

Item 13 **Lessee's Fixtures**

Freemason's building

SCHEDULE 2

Special Clauses

1. Interpretation

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

2. Approvals

Should the Lessee wish to undertake any Lessee's Works, the Lessee must obtain all necessary Approvals to undertake the Lessee's Works from all Relevant Authorities, including the prior consent of the Lessor.

3. Lessee's Works

3.1 Lessee's Development Covenants

The Lessee must:

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

3.2 Access to the Leased Premises

- (a) The Lessee is entitled to take possession of the Leased Premises and to enter upon the Leased Premises and commence the Lessee's Works from and including the Commencement Date PROVIDED:
 - (i) the Lease has been executed by the Lessee and the Lessor and all other consenting parties; and
 - (ii) the Conditions Precedents have been satisfied.
- (b) For the avoidance of doubt, the Lessee is obliged to pay full Rent, outgoings and all other money payable under the Lease from the Commencement Date regardless of whether the Lessee has commenced or completed the Lessee's Works or whether the Lessee

can operate the Authorised Use from the Leased Premises.

- (c) Notwithstanding clause 3.2(a) of this Schedule, should the Lessee commence the Lessee's Works prior to the satisfaction of any Conditions Precedent, whether with or without the Lessor's prior consent, the Lessee does so at its own risk and shall have no claim against the Lessor in the event that any of the Conditions Precedent are thereafter not satisfied.

3.3 Lessee Responsible for Damage

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

3.4 Lessee's Insurance

- (a) Prior to the commencement of the Lessee's Works (or any associated or incidental works on the Leased Premises), the Lessee must have:
 - (i) procured the insurance policies referred to in item 10 of Schedule 1; and
 - (ii) otherwise complied with the terms of clause 13 of the Lease in respect of those insurance policies.
- (b) For the avoidance of doubt and notwithstanding or limiting clause 13 or item 10 of Schedule 1 of the Lease, the Lessee must, prior to the commencement of any Lessee's Works or associated or incidental works on the Leased Premises:
 - (i) insure against and ensure that all of its contractors engaged in carrying out the Lessee's Works, throughout the Lessee's Works Period insure against any liability, loss, claim or proceeding whatsoever arising by virtue of any Laws relating to workers' compensation or employer's liability, by any person employed in or about the execution of the Lessee's Works and shall also insure for the Lessee's and its contractors' common law liability to all such persons for such amount as shall be nominated by the Lessor; and
 - (ii) ensure that the insurance policy referred to in item 10(b) of Schedule 1 insures the Lessee'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 Lessee's Works.

3.5 Assumption of Risk by Lessee

The Parties expressly acknowledge and agree that:

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

3.6 Property in Works

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

3.7 Default

- (a) For the avoidance of doubt, a failure by the Lessee to perform or comply with any of its obligations under this clause 3 is an Event of Default and a breach of an essential term of the Lease ("Development Default").
- (b) Without prejudice to any other rights or remedies available to the Lessor, if the Lessor terminates this Lease pursuant to clause 19 on the occurrence of a Development Default:
 - (i) the Lessee shall, unless otherwise directed by the Lessor, within sixty (60) days from the date upon which the Lessor terminates the Lease remove from the Leased Premises the Lessee's Works in compliance with the Works Conditions and make good the Leased Premises to the satisfaction of the Lessor;
 - (ii) the termination of the Lease shall be without prejudice to the obligations of the Lessee to pay the Lessor any moneys which shall be due and owing as at the date on which the Lessor terminates the Lease; and
 - (iii) the Lessee shall pay to the Lessor on demand all costs and expenses incurred by the Lessor as a consequence of the Lessee's Development Default and in the exercise of the rights of the Lessor under this clause 3.7.

- (c) Should the Lessee not comply with its obligation under clause 3.7(b)(i) above the Lessor shall be at liberty to exercise any of the rights conferred on the Lessor pursuant to clause 21.5 of the Lease.
- (d) Until the Leased Premises are restored in accordance with the Lease (whether by the Lessee or the Lessor) or until the Lessor elects to take the absolute property in the Lessee's property (which includes the Lessee's Fixtures) left after termination, the Lessee shall continue to pay the Rent, outgoings and all other payments pursuant to this Lease as if the Lessee were holding over in the Leased Premises.

3.8 Indemnity

Without limiting the generality of clause 14 of the Lease, the Lessee indemnifies the Lessor and the Lessor's employees against all claims, demands, loss, damage, costs and expenses of every description which the Lessor may suffer or incur in connection with or arising directly or indirectly from the Lessee's entry upon and occupation of the Leased Premises for the purpose of the Lessee's Works or the construction, installation or carrying out the Lessee's Works (whether undertaken by the Lessee or the Lessor or any contractor on behalf of or at the direction of either the Lessee or the Lessor).

3.9 Definitions

For the purpose of this clause 3:

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

4. **Hire of Leased Premises to third parties**

The Lessee shall not hire out any part of the Leased Premises to a third party without the prior written consent of the Lessor.

5. **Contribution to maintenance of surrounding area**

- (a) In addition to any Rent and outgoings, the Lessee agrees to pay to the Lessor the amount of one thousand five hundred dollars (\$1,500.00) on each anniversary of the Commencement Date as a contribution towards the cost of:
 - (i) irrigating the Leased Premises; and
 - (ii) maintaining the Access Area.
- (b) The amount payable pursuant to this special clause 5 shall be reviewed on each anniversary of the Commencement Date and shall increase in proportion to any increase in the Lessor's irrigation and maintenance costs. After a review, the Lessor shall give the Lessee a notice setting out the reviewed amounts payable.

6. Electrical Supply

6.1 The Lessee acknowledges and agrees that:

- (a) the Leased Premises has been divided into three electrical zones as indicated by the red, yellow and blue areas on the map attached as Annexure B;
- (b) the Leased Premises has two points of electrical supply as indicated by the word "TRANSFORMER" on the map attached as Annexure B. Zone 3 does not currently have an electricity supply; and
- (c) the electrical zones in the map are not representative of the boundaries of the Leased Premises or the Land.

6.2 The Lessee must only use power in:

- (a) an electrical zone from the corresponding electrical supply. For example, power used in Zone 1 must only come from the electrical supply located in Zone 1; and
- (b) compliance with the WA Electrical Requirements (July 2008) as amended from time to time.

SCHEDULE 3

Access Licence

1. **Definitions**

In this Schedule:

Ag Oval means the area described as "Oval Area" and hatched on the Leased Premises Plan.

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

Licence means the Access Licence created under this Schedule.

2. **Operative Part**

- (a) In consideration of the Lessee entering into the Lease and observing the Lessee's Covenants, the Lessor grants the Lessee a non-exclusive right to use and occupy the Access Area for the purpose of conducting the Lessee's Business for the Term commencing on the Commencement Date and on the terms and conditions of this Licence.
- (b) The Lessee must at all times allow general public access to the Access Area and accordingly may not install any fence, gate or barricade within or around the Access Area other than a dividing fence along the boundary between the Leased Premises and the Access Area.
- (c) This Licence continues for so long as the Lessee remains the Lessee under the Lease.
- (d) This Licence does not confer upon the Lessee any estate or proprietary interest in any part of the Access Area.
- (e) The legal possession and control of the Access Area remains vested in the Lessor.
- (f) Notwithstanding clause 2(a) and (b), the Lessor agrees to allow the Lessee exclusive use of the Access Area and the Ag Oval for a period of three (3) weeks each year for the purpose of the annual agricultural show. The Lessee must give the Lessor not less than six (6) months written notice of the dates it wishes to have exclusive use of the Access Area and the Ag Oval.

3. **Incorporation of Lease Clauses**

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

- (a) Clause 8 Use of Leased Premises and Facilities
- (b) Clause 10.1(b) Repair any damage
- (c) Clause 10.1(c) Keep clean and free from rubbish

- (d) Clause 10.1(m) Maintain all roads
- (e) Clause 12 Negative covenants
- (f) Clause 13 Lessee's Obligation to effect Insurances
- (g) Clause 14 Indemnities
- (h) Clause 30.1 Lessee not to permit prohibited matters
- (i) Clause 30.1 Cost of complying with obligations
- (j) Clause 30.4 Lessor's consent
- (k) Clause 30.9 Exercise of rights by Lessor
- (l) Clause 30.10 Lessor may act by agent
- (m) Clause 30.12 Giving of notice

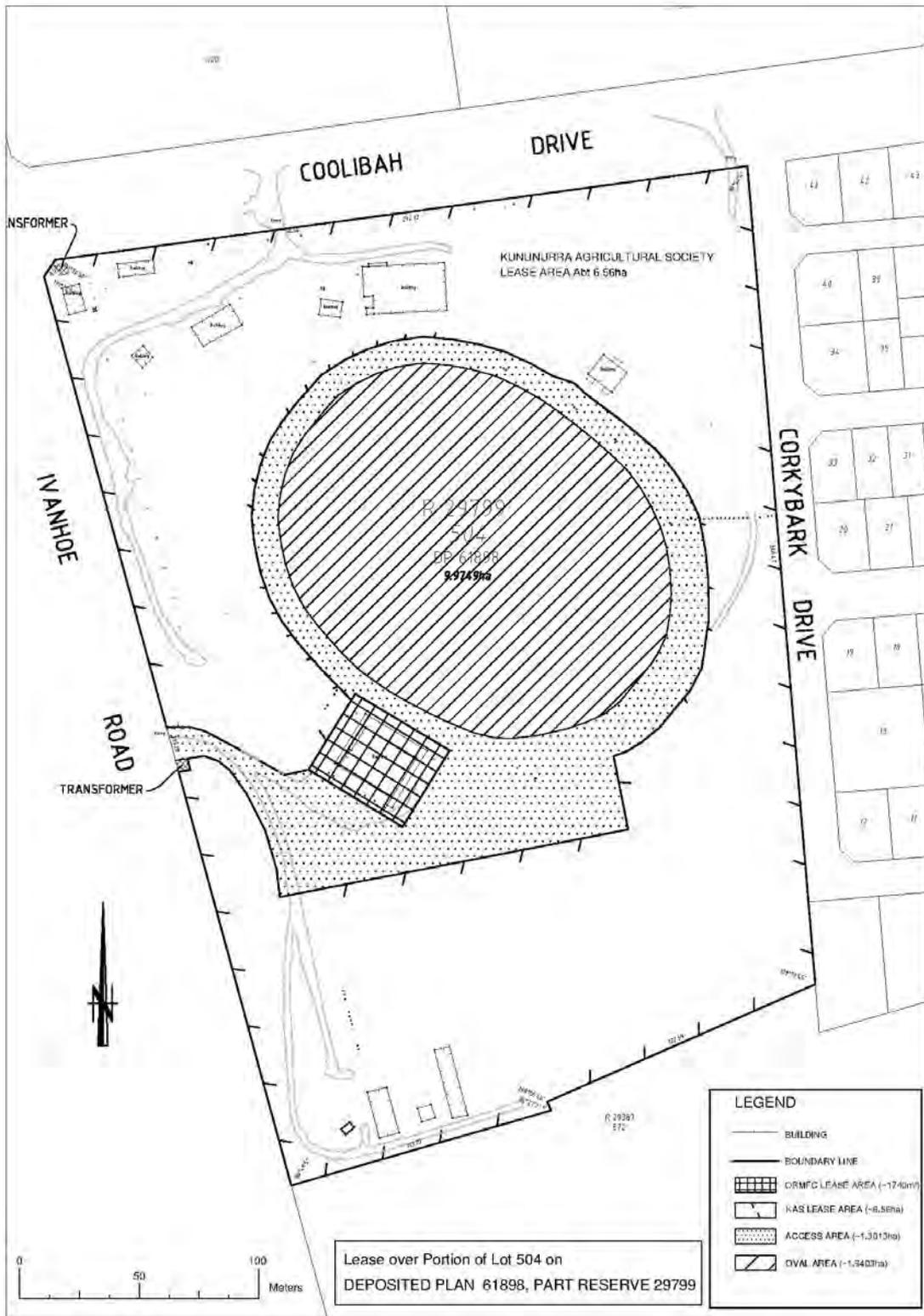
4. **Termination**

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

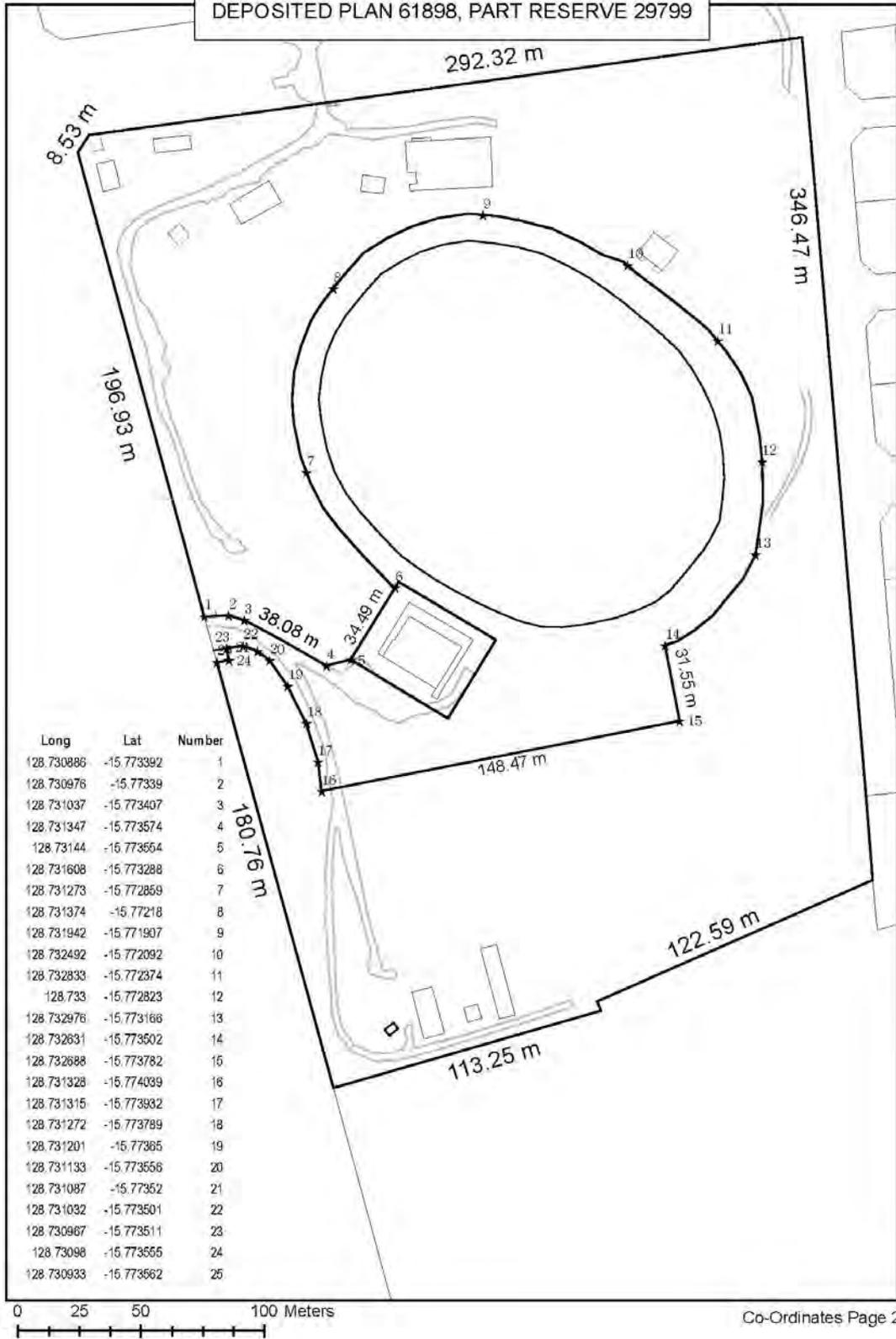
5. **No Assignment**

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

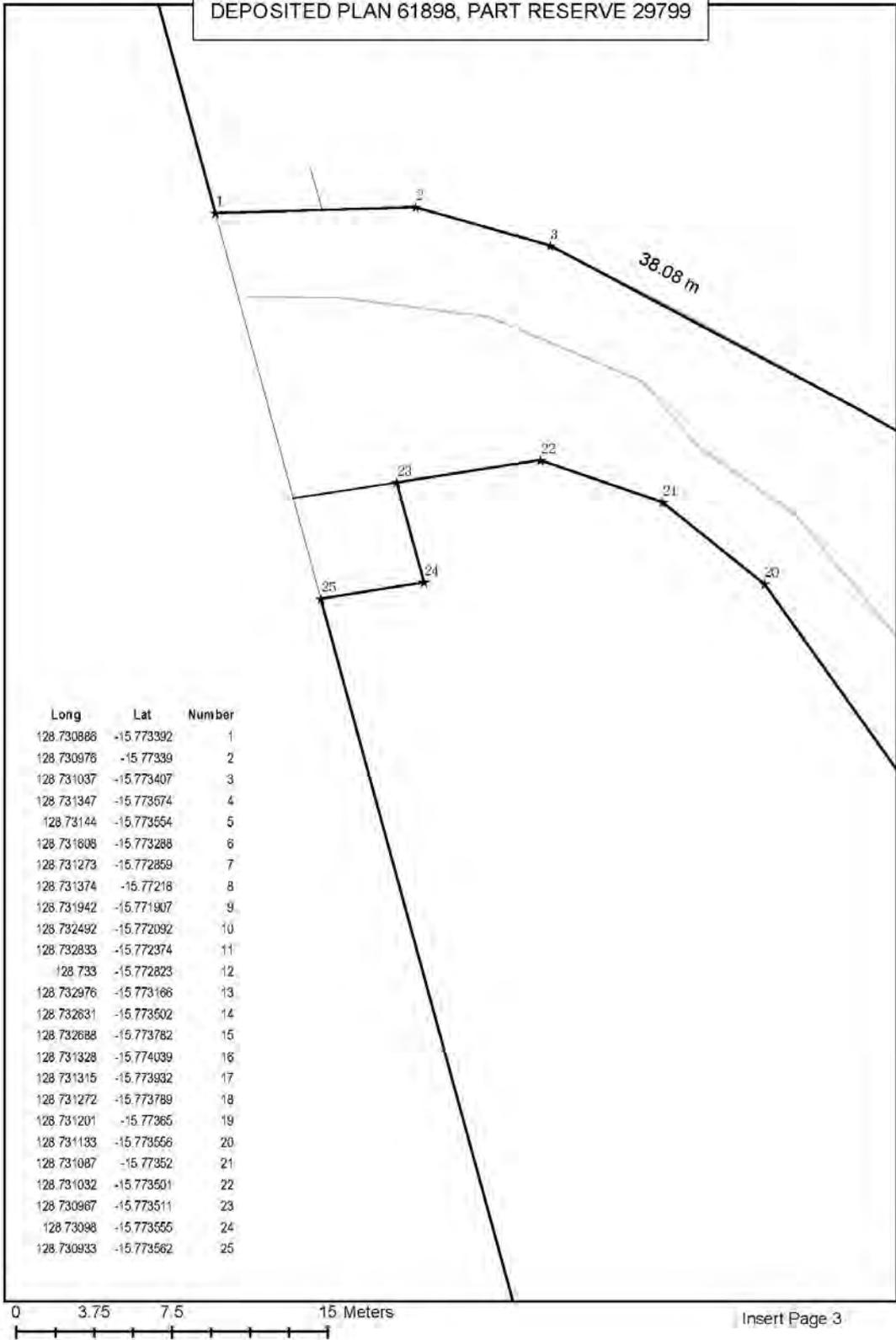
ANNEXURE A – PLANS OF LEASED PREMISES



Lease Over Portion of Lot 504 on
DEPOSITED PLAN 61898, PART RESERVE 29799



Lease Over Portion of Lot 504 on
DEPOSITED PLAN 61898, PART RESERVE 29799



Long	Lat	Number
128.730968	-15.773392	1
128.730976	-15.77339	2
128.731037	-15.773407	3
128.731347	-15.773574	4
128.73144	-15.773554	5
128.731608	-15.773288	6
128.731273	-15.772859	7
128.731374	-15.77218	8
128.731942	-15.771907	9
128.732492	-15.772092	10
128.732833	-15.772374	11
128.733	-15.772823	12
128.732976	-15.773166	13
128.732631	-15.773502	14
128.732688	-15.773762	15
128.731328	-15.774039	16
128.731315	-15.773932	17
128.731272	-15.773789	18
128.731201	-15.77365	19
128.731133	-15.773556	20
128.731087	-15.77352	21
128.731032	-15.773501	22
128.730967	-15.773511	23
128.73098	-15.773555	24
128.730933	-15.773562	25

ANNEXURE B – ELECTRICAL SUPPLY PLAN



**KUNUNURRA AGRICULTURAL OVAL
ELECTRICAL ZONE PLAN**

13.4.2 Development Application for an Integrated Facility (Service Station, Transport Depot, Caretaker's Dwelling and Fuel Depot) - Lot 22 Ivanhoe Road, Kununurra

DATE:	28/04/2015
PROPONENT:	Lawrence Kimpton
LOCATION:	Lot 22 Ivanhoe Road, Kununurra
AUTHOR:	Roy Adam, Planning Officer
REPORTING OFFICER:	Louise Gee, Acting Chief Executive Officer
FILE NO:	A700P
ASSESSMENT NO:	DA03/15
DECLARATION OF INTERESTS:	N/A

PURPOSE

For Council to consider approval of an integrated development comprised of Service Station, Transport Depot, Caretaker's Dwelling and Fuel Depot uses at Lot 22 Ivanhoe Road, Kununurra.

BACKGROUND

The applicant, trading as Ord Fuel Supplies Pty Ltd, proposes to construct and operate a new fuel service facility on the 1.98 hectare subject lot. The lot is zoned Rural Industry in Town Planning Scheme No. 7 (TPS No.7). The site is largely vacant and without vegetation, however contains a small shed, residential building (unoccupied) and assorted machinery towards the eastern boundary on Ivanhoe Road.

Adjoining the lot to the north are two Rural Industry zone lots, containing sheds, offices and a caretaker's dwelling. To the south is an adjoining Rural Agriculture 1 zone lot which contains a mango plantation. The western boundary of the lot abuts a drainage reserve with Rural Agriculture 1 beyond, and to the east (beyond Ivanhoe Road) is further Rural Agriculture 1 zone land.

The Service Station use is intended to be located on the eastern frontage of the site. It will be open to the public 24 hours per day and includes bowsers and above-ground fuel tanks. The bowsers are to be self-service delivery, by card swipe, and the area covered by an overhead canopy. Landscaping is also included at the frontage of the development which extends into the road verge.

The Transport Depot is centrally located on the site. It will be separated by lockable gates and fencing from the eastern portion, and not for public access. This section will contain a truck parking and washdown area, a vehicle workshop, an office and Caretaker's Dwelling.

The Fuel Depot will be located on the western (rear) side of the site. Two (2) above-ground fuel tanks as well as a spill containment area are proposed. This area is also separated by fencing and gates.

The overall development proposes a number of components:

- 5 above ground fuel tanks, being self-bunded and fixed roof designs
- 5 self-service fuel bowsers with unleaded, premium unleaded and diesel fuel
- A 14m x 22m shade canopy over the Service Station area

- A truck washdown area, covered by a canopy of 56m x 12m
- Vehicle workshop measuring 16.5m x 30m (495m²) and 8.2m height
- Office and storage building measuring 24m x 20m (480m²) 8.7m height
- Ablutions block (15m²)
- Caretaker's Dwelling (70m²)
- Stormwater management control systems, including separation pits
- Car parking areas, crossovers and security fencing
- Landscaping

STATUTORY IMPLICATIONS

The proposed development is subject to a range of industry licenses and regulations according to Western Australian legislation. A summary of the key Acts are:

Dangerous Goods Safety Act 2004 and Regulations
Environmental Protection Act 1986 and Regulations
Health Act 1911
Planning and Development Act 2005

TPS No.7

Clause 3.1.1 – Zones and Development Table

The proposed development is classed as a Fuel and Transport Depot, Service Station and Caretaker's Dwelling in the Scheme. The relevant definitions are:

Fuel Depot - means any land or building used for the storage and sale in bulk of solid or liquid or gaseous fuel, but does not include a service station and specifically excludes the sale by retail into the final users vehicle of such fuel from the premises.

Transport Depot - means any land or buildings used for the garaging of motor vehicles used or intended to be used for carrying goods or persons, or for the transfer of goods or persons from one motor vehicle to another of such motor vehicle and includes maintenance, management and repair of the vehicles used, but not of other vehicles, and may include overnight accommodation on-site for the transport workers.

Service Station - means premises used for:

- (a) *the retail sale of petroleum products, motor vehicle accessories and goods of an incidental/convenience retail nature; and*
- (b) *the carrying out of greasing, tyre repairs and minor mechanical repairs to motor vehicles, but does not include premises used for a transport depot, panel beating, spray painting, major repairs or wrecking.*

Caretaker's Dwelling - means a building used as a dwelling by a person having the care of the building, plant, equipment or grounds associated with an industry, business, office, rural activity or recreation area carried on or existing on the same site.

A Service Station is an 'SA' use within the Rural Industry zone, which means that the use is not permitted unless Council has exercised its discretion by granting Planning Approval. The Fuel and Transport Depot components are 'AA' which means that Council may, at its

discretion, permit the use. A Caretaker's Dwelling is an 'IP' use which means that it is not permitted unless incidental to the predominant use of the land as determined by Council.

Clause 5.3 – Development Standards Table

TPS7 requires the provision of setbacks, vehicle parking and landscaping for various uses in "Table 2 - Development Standards". There are requirements listed in Table 2 for Service Station, Office and Warehouse uses (in the Transport Depot).

There is a street (front) setback requirement of 11.5m for a Service Station, and it is noted that a slight variation has been proposed with a 10m setback for two fuel bowsers. This is considered acceptable, particularly as the bowsers are not bulky and do not present a continuous form. Furthermore, landscaping on the frontage exceeds standard requirements. The Service Station complies with the 3m side setback requirement. The canopy roof of the Service Station complies with separate setback requirements at 6m from the street and 3m from the side boundaries. All other uses have Building Code of Australia setback requirements and have sufficient area available to enable compliance.

There are car parking requirements listed in Table 2 for a Service Station, with a minimum of 4 bays. However, no car parking bays are proposed for this portion. This concession has been sought on the basis that the use will not include a shop, public workshop, or employees (e.g. cashier). This rationale is considered satisfactory, particularly as the concrete slab does allow for queuing as it is 38m in length.

Considering the Office and Warehouse uses (as part of the overall Transport Depot) seven (7) bays would be required. The applicant has sufficient area available to achieve this number.

Table 2 also stipulates special conditions for Service Station and Warehouse uses, specifically:

"Subject to meeting Australian Petroleum Institute Code of Practice for Underground Fuel Storage Facilities"; and

"No storage of goods outside warehouse building unless specifically approved by the Council". In these instances the proposal does comply and these conditions may be applied to any approval.

Clause 5.4 – Building Levels, Height and Sewer Treatment Buffer Area

The proposal complies in these built element respects, although further comment may be forthcoming regarding flood levels from the Water Corporation and Department of Water.

Clause 5.6 – Landscaping

This clause is requiring an approved landscape plan. The proposal complies with landscaping requirements to the street frontage, as indicated in the attached plans. More than 5 metres has been indicated in the supplied plans. However, landscaping or vegetation is also considered appropriate at the Caretaker's Dwelling.

Clause 5.14 – Zone Objective

The subject site is zoned Rural Industry. The objective of the zones is:

"To create opportunities within the agricultural area for the establishment of industries related to agricultural pursuits and primary production."

The proposed development will generally support agricultural land uses in the locality and wider Ord Valley region, as it provides fuel services for farming machinery and equipment.

Clause 5.16 – Development in the Rural Industry Zone

This clause covers a number of matters relating to amenity and appearance. It is noted that storage and vehicle unloading areas are provided behind the front building line. In addition, vegetation and landscaping is provided to the lot frontage.

The proposal also complies or has the ability to comply, with relevant agency guidance, such as:

- Environmental Protection Agency “*Guidance for the Assessment of Environmental Factors- Separation Distances between Industrial and Sensitive Land Uses No.3*” (2005)
- Department of Health “*Guidelines for Separation of Agricultural and Residential Land Uses – Establishment of Buffer Areas*” (2012).
- Department of Water “*Water quality protection note - Tanks for elevated chemical storage*” (2006)
- Department of Water “*Water quality protection note 49 – Service Stations* (2013).

Environmental Protection Agency “*Guidance for the Assessment of Environmental Factors- Separation Distances between Industrial and Sensitive Land Uses No.3*” (2005) provides buffer distances to mitigate noise and air emissions (gases, dust and odours) to “sensitive land uses”. These are defined as residential developments, hospitals, hotels and several other commercial and institutional uses. It includes buffers for Service Stations - 50m and Transport vehicles depot - 200m, which are relevant to the proposal.

Department of Health “*Guidelines for Separation of Agricultural and Residential Land Uses – Establishment of Buffer Areas*” (2012) provides that for broad-scale operations (e.g. Market Gardens, Orchards, Vineyards) a buffer distance of 300-500m or vegetative buffers (40m) are required to “sensitive land uses”. These are defined as residential developments, hospitals, motels, and other several commercial and institutional uses.

The proposal meets the required buffer distances in regards to adjoining lots and those in the vicinity. It is also noted that a Caretaker Dwelling is not a sensitive land use according to health legislation. However, the Scheme does provide at cl. 5.16.5 that Council shall have due regard to buffer policies and guidelines, and may nonetheless apply conditions to prevent pollution impacts. In this sense, the clear intent of the EPA guidelines is to assist in preventing emission impacts to residences, albeit, on a larger scale of development. In light of these documents it is considered appropriate that a narrow vegetative buffer (or barrier) be planted around the Caretaker Dwelling perimeter, particularly to the southern side which adjoins a fruit orchard (mango plantation).

Drainage systems and groundwater conservation elements are to be managed via a stormwater management plan. In this respect, it is noted that a separation distance to the channel (M1) on the western boundary may be the subject of further advice from the Department of Water and/or Water Corporation.

Overall the context of the locality is considered compatible for rural industrial land uses, with adjoining land to the north similarly zoned for these purposes.

POLICY IMPLICATIONS

State Planning Policy 4.1 – State Industrial Buffer Policy

The purpose of SPP4.1 is to provide a consistent State wide approach for the protection and long term security of industrial zones, transport terminals and other utilities and special uses. It also aims to provide for the safety and amenity of surrounding land uses, whilst having regard to the rights of landowners who may be affected by residential emissions and risk.

The proposed development is within an existing industrial area and does not encroach into any specifically defined buffer areas appurtenant to sensitive land uses. The proposed mixed-use facility is considered compatible and will complement existing industrial land uses in the area as the subject site is within an area that has been designated for industrial land uses.

Planning Bulletin 70 – Caretakers’ Dwellings in Industrial Areas

The purpose of this Bulletin is to highlight the issues associated with the establishment of caretakers’ dwellings in industrial areas in the State and to outline a policy for dealing consistently with this demand.

The proposal includes a dwelling indicated in plans with a 280m² area. This is inconsistent with the Bulletin, which guides that such a dwelling should not exceed 100m². In discussions with the applicant it has been indicated that one employee will be housed in a 70m² dwelling.

FINANCIAL IMPLICATIONS

The applicant has paid the fee for a development application.

STRATEGIC IMPLICATIONS

Strategic Community Plan 2012-2022

Goal 2: Greater returns from regional investment to ensure sustainable provision of appropriate physical and social infrastructure

Objective 2.1: A highly valuable East Kimberley economy that maximises social benefits

Strategy 2.1.1: Encourage a mix of businesses that meet community needs

COMMUNITY ENGAGEMENT

The Shire of Wyndham East Kimberley’s CP/GOV-3100 Community Engagement Policy has been considered in relation to this item.

Engagement has taken place in accordance with the Shire’s Community Engagement Guidelines. The Service Station element of the proposal is an “SA” use in the context of the Scheme and advertising is therefore required. Advertising by adjoining landowner notification and by an on-site sign inviting submissions over a 21-day period was carried out. One (1) submission of support was received.

These service agencies were consulted via referral of the proposal:

Department of Environment Regulation

Department of Mines and Petroleum

Department of Water

Department of Health

Water Corporation

At this time DMP and DoH have provided responses indicating that no issues were raised, subject to standard conditions.

COMMENT

The proposal generally complies with Scheme requirements, and thus subject to conditions no objections are raised to the approval of this application.

Attention has been given to the potential for conflict or confusion between the different uses of the integrated development. The applicant has indicated two 1.8m fences with gates. These fences subsequently separate the development into three areas. The uses within each of these areas do not present conflicts in themselves. Applying further conditions that restrict public access to the Service Station or front portion of the lot will also support this aim.

A Caretaker's Dwelling was originally indicated with a building envelope of 280m². An envelope may include an area associated with the dwelling, such as parking or a buffer. However further discussion with the applicant indicates that a relocated dwelling (presently on-site) will form the dwelling with a floor space of approximately 70m². It has also been indicated that provision for one employee (only) will be made. In consideration of these points, and in light of the proposed industrial uses on site, limiting the floor space and number of occupants to 100m² and one employee is considered appropriate. In this regard, it is also noted that Transient Accommodation for multiple inhabitants is not permitted in the Rural Industry zone.

Given the proximity of the Caretaker's Dwelling to industrial and agricultural land uses, environmental conditions (as vegetative buffers) towards improving the amenity afforded to an inhabitant of the Caretaker's Dwelling are considered to be of benefit. Although EPA guidance notes do not include Caretaker's Dwellings as a sensitive land use, the use of vegetation screening to protect against spray drift and airborne dust is described as an effective measure. As the Scheme does provide for landscaping and development requirements, a condition on these grounds is recommended.

Stormwater management is a key consideration of this approval, given the potential for contaminated water runoff through vehicle washdown and fuel spills. Effects on the dwelling on-site and the agricultural uses that adjoin the subject lot should be considered in particular. Accordingly the completion of a suitable stormwater management plan prior to occupation and use of the development will be required.

ATTACHMENTS

Attachment 1 - Attachment 1 – Report and Plans

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council approves the planning application for an integrated facility (Service Station, Transport Depot, Caretaker's Dwelling and Fuel Depot) at Lot 22 Ivanhoe Road, Kununurra, subject to the following conditions:

1. Use and 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 Shire.
2. All stormwater drainage shall be designed and constructed at the applicant's cost and in accordance with the requirements of the Shire and with regard to the current Australian Rainfall and Run-off Manual. Details on the proposed method of controlling the discharge are to comply with conditions (i) or (ii) as applicable. The preferred method for the subject site is to be determined in consultation with the Director of Infrastructure prior to the submission of a building application:
 - (i) Stormwater run-off from roof and or other paved/impervious areas from the site shall be collected and discharged into the Shire's drainage system. Details on the proposed method of control and disposal of stormwater from the site, including access roads, parking areas and roofs are to be confirmed with the Manager Engineering Services and submitted with the building application.
 - (ii) A drainage contribution fee may be charged if the discharge into the Shire's drainage system necessitates upgrade of the system servicing the catchment area. The payment if required and the amount, is to be confirmed by the Applicant with the Manager Engineering Services prior to the submission of a building application.
 - (iii) Stormwater retention of run-off from roof and or other paved/impervious areas shall be provided on site. The design is to ensure the discharge of stormwater from the developed site is so as to restrict discharge to that which existed prior to development. Design overflow from soak wells and site drainage shall ensure no discharge onto or through adjoining properties. Details on the site specific design of control and disposal of stormwater from the site are to be submitted with the preparation of a building application.
3. An application for crossovers shall be submitted to the Shire's Infrastructure Department. Crossovers shall be constructed to Shire specifications and to the satisfaction of the Shire's Director of Infrastructure. Turning and maneuvering requirements (including possible upgrades for entrances) may be considered as part of a crossover application.
4. All vehicle access and car parking areas shall be surfaced, drained, marked and designed to allow vehicles to enter and leave the site in a forward direction, to the satisfaction of the Shire's Director of Infrastructure.
5. The provision of seven (7) car parking bays at the Office/Storage Shed and one (1) at the Caretaker's Dwelling shall be constructed to a minimum compact gravel standard and thereafter maintained to the satisfaction of the local government.

6. The vehicular driveway serving the Service Station frontage shall feature a means of speed control (physical if necessary) at exit points, to the satisfaction of Shire's Director of Infrastructure.
7. Public access shall be permitted to the Service Station component of the development only. The use of lockable gates, fencing and signage or other means shall be installed and maintained to achieve this purpose, to the satisfaction of the Shire.
8. The front setback and entryway of the site shall be landscaped as indicated on the submitted plans and maintained thereafter to the satisfaction of the Shire.
9. The Caretaker's Dwelling is to provide accommodation to one (1) employee only, who shall be involved in the industrial activity being carried out on the land. The dwelling shall have total floor area that does not exceed 100 square metres measured from the external face of walls.
10. A vegetative buffer or barrier shall be provided and maintained at the Caretaker's Dwelling and around its entire perimeter. The buffer shall be planted and established prior to use and occupation of the dwelling, to the satisfaction of the Shire.

Advice notes:

In regards to Condition 10 further information on the design and planting of vegetative buffers may be obtained through the Department of Health *Guidelines for Separation of Agricultural and Residential Land Uses*.

Cr G King leaves the Chambers at 8.40pm.

COUNCIL DECISION

Minute No. 10907

Moved: Cr G Taylor

Seconded: Cr B Robinson

That Council approves the planning application for an integrated facility (Service Station, Transport Depot, Caretaker's Dwelling and Fuel Depot) at Lot 22 Ivanhoe Road, Kununurra, subject to the following conditions:

1. Use and 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 Shire.
2. All stormwater drainage shall be designed and constructed at the applicant's cost and in accordance with the requirements of the Shire and with regard to the current Australian Rainfall and Run-off Manual. Details on the proposed method of controlling the discharge are to comply with conditions (i) or (ii) as applicable. The preferred method for the subject site is to be determined in consultation with the Director of Infrastructure prior to the submission of a building application:
 - (i) Stormwater run-off from roof and or other paved/impervious areas from the site shall be collected and discharged into the Shire's drainage system. Details on

the proposed method of control and disposal of stormwater from the site, including access roads, parking areas and roofs are to be confirmed with the Manager Engineering Services and submitted with the building application.

- (ii) A drainage contribution fee may be charged if the discharge into the Shire's drainage system necessitates upgrade of the system servicing the catchment area. The payment if required and the amount, is to be confirmed by the Applicant with the Manager Engineering Services prior to the submission of a building application.**
 - (iii) Stormwater retention of run-off from roof and or other paved/impervious areas shall be provided on site. The design is to ensure the discharge of stormwater from the developed site is so as to restrict discharge to that which existed prior to development. Design overflow from soak wells and site drainage shall ensure no discharge onto or through adjoining properties. Details on the site specific design of control and disposal of stormwater from the site are to be submitted with the preparation of a building application.**
- 3. An application for crossovers shall be submitted to the Shire's Infrastructure Department. Crossovers shall be constructed to Shire specifications and to the satisfaction of the Shire's Director of Infrastructure. Turning and maneuvering requirements (including possible upgrades for entrances) may be considered as part of a crossover application.**
 - 4. All vehicle access and car parking areas shall be surfaced, drained, marked and designed to allow vehicles to enter and leave the site in a forward direction, to the satisfaction of the Shire's Director of Infrastructure.**
 - 5. The provision of seven (7) car parking bays at the Office/Storage Shed and one (1) at the Caretaker's Dwelling shall be constructed to a minimum compact gravel standard and thereafter maintained to the satisfaction of the local government.**
 - 6. The vehicular driveway serving the Service Station frontage shall feature a means of speed control (physical if necessary) at exit points, to the satisfaction of Shire's Director of Infrastructure.**
 - 7. Public access shall be permitted to the Service Station component of the development only. The use of lockable gates, fencing and signage or other means shall be installed and maintained to achieve this purpose, to the satisfaction of the Shire.**
 - 8. The front setback and entryway of the site shall be landscaped as indicated on the submitted plans and maintained thereafter to the satisfaction of the Shire.**
 - 9. The Caretaker's Dwelling is to provide accommodation to one (1) employee only, who shall be involved in the industrial activity being carried out on the land. The dwelling shall have total floor area that does not exceed 100 square metres measured from the external face of walls.**

10.A vegetative buffer or barrier shall be provided and maintained at the Caretaker's Dwelling and around its entire perimeter. The buffer shall be planted and established prior to use and occupation of the dwelling, to the satisfaction of the Shire.

Advice notes:

In regards to Condition 10 further information on the design and planting of vegetative buffers may be obtained through the Department of Health *Guidelines for Separation of Agricultural and Residential Land Uses*.

Carried Unanimously 7/0

Cr G King enters the Chambers at 8.40pm.

Cr D Spackman leaves the Chambers at 8.40pm.

Town Planning Report

Development Application for Fuel Depot, Transport Depot, Caretaker's Dwelling and Service Station (24hr Self-Service) located at Lot 22 Ivanhoe Road, Kununurra



Applicant: Ord Fuel Supplies Pty Ltd
Proposal: Fuel Depot, Transport Depot, Caretaker's Dwelling and Service Station (24hr Self-Service)
Location: Lot 22 Ivanhoe Road, Kununurra
Site Area: 1.9785ha

Town Planning Report - Development Application for Fuel Depot, Transport Depot, Caretaker's Dwelling and Service Station (24hr self-service) located at Lot 22 Ivanhoe Road, Kununurra

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Figure 2 - Aerial Image

APPENDICES

Appendix A - Feature Survey

Appendix B - Dangerous Goods Vehicle Licenses

Appendix C - Proposal Plans

Appendix D - Vehicle Manoeuvring Plan

Appendix E - Stormwater Management Plan Concept

Development Summary Table

DEVELOPMENT APPLICATION	
APPLICANT	Ord Fuel Supplies Pty Ltd
PROPOSAL	Fuel Depot, Transport Depot, Caretaker's Dwelling and Service Station (24hr Self-Service)
CONSULTANTS	Kimson Consulting - Town Planning Survey North - Survey EK Constructions - Site Layout and Building Design Cardno - Vehicle Manoeuvring Prompt Engineering - Stormwater Management
SITE DETAILS	
LOCATION	Lot 22 Ivanhoe Road, Kununurra
PROPERTY DESCRIPTION	Lot 22 DP43085
LAND AREA	1.9785ha
ROAD FRONTAGE	108.15m (Ivanhoe Road)
EXISTING LAND USE	Caretaker's dwelling and farm machinery storage associated with the adjoining mango farm. Remaining area of site is vacant.
PLANNING SCHEME PROVISIONS	
PLANNING SCHEME	Shire of Wyndham - East Kimberley Town Planning Scheme No 7 - Kununurra and Environs
Zoning	Rural Industry Zone

1.0 Introduction and Background

This town planning report has been commissioned by our client, Ord Fuel Supplies Pty Ltd (OFS). The report is submitted to the Shire of Wyndham-East Kimberley to support a development application to establish an integrated fuel service facility on land at Lot 22 Ivanhoe Road, Kununurra.

The integrated fuel service facility will comprise the following land uses:

- Fuel Depot;
- Transport Depot;
- Caretaker's Dwelling; and
- Service Station (24hr Self-service).

OFS currently operate a Fuel Depot and Truck Depot from Lot 572 Victoria Highway, Kununurra. This facility is located immediately east of the East Kimberley Regional Airport and is within the East Kimberley Regional Airport precinct.

The East Kimberley Regional Airport Master Plan identifies that the site will need to be acquired as part of any future runway extension or duplication. Hence, OFS wish to ensure the long-term security of its business operations by purchasing a larger site at a new location which can accommodate its current business operations, as well as allow for the inclusion of a 24 hour self-service Service Station and a Caretaker's Dwelling.

OFS's current facility supplies fuel for approximately 98% of agricultural machinery and 80% of earthmoving machinery in the Ord Valley region. OFS is therefore a vital link in the chain of the growing agricultural and associated earthmoving industry of the region. It is in the best interest of the community as a whole that businesses such as OFS have long-term stability in Kununurra and opportunity for future growth to cater for expected additional demands of the region.

This town planning report has been prepared in accordance with the provisions contained within the *Shire of Whyndham-East Kimberley Town Planning Scheme No. 7 Kununurra and Environs (as amended January 2013)* - herein referred to as 'the Scheme'. This town planning assessment finds that the proposed development generally accords with the relevant provisions of the 'the Scheme' and is compatible with the established industrial land uses to the north of the site.

2.0 Subject Site

The subject site is located at Lot 22 Ivanhoe Road, Kununurra and is approximately 2km north of the main Kununurra township (refer to **Figure 1** - below).

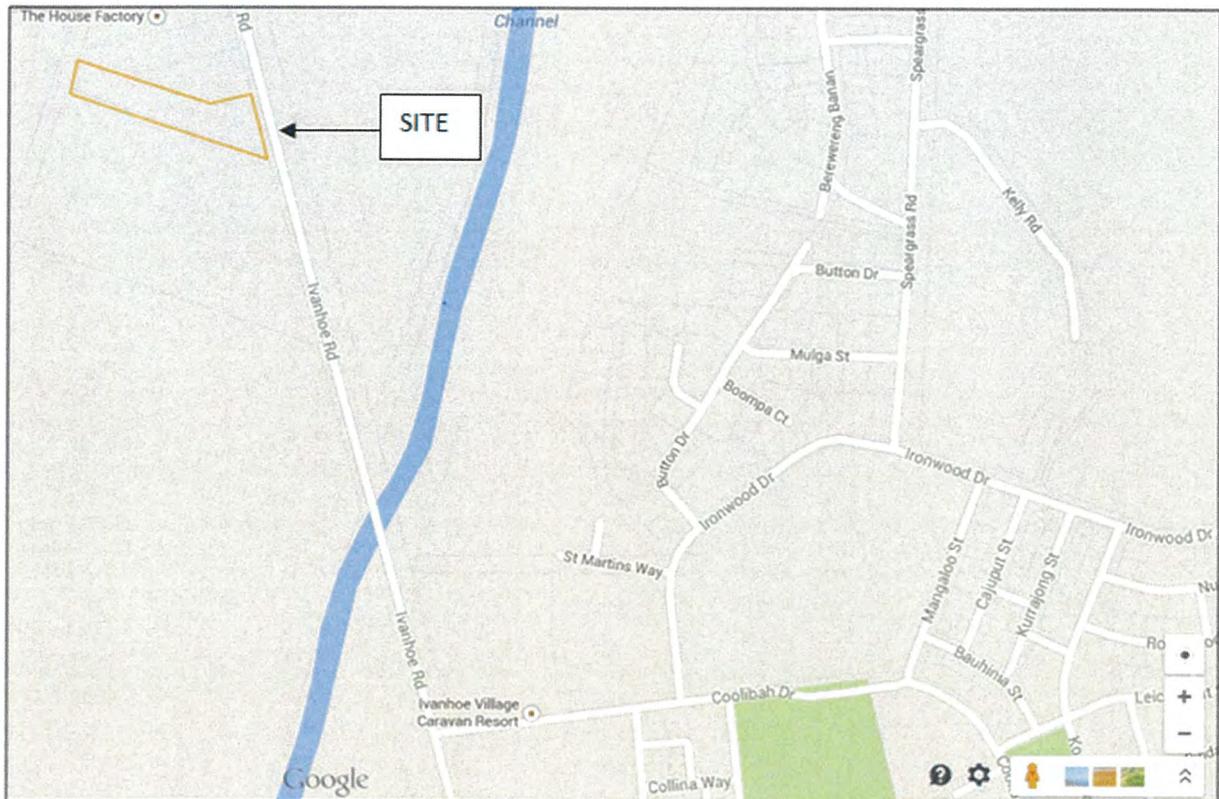


Figure 1 - Locality Plan

(Source: Google Maps)

The site has an area of 1.9785ha and is void of significant vegetation.

As illustrated in the Feature Survey prepared by Surveys North (**Appendix A**), the site is generally flat with a slight gradient from west to east, towards Ivanhoe Road. The site has a 108.15m frontage to Ivanhoe Road and vehicle access is granted via this road. Abutting the rear of the site is an irrigation channel used for agricultural purposes.

Photograph 1 illustrates the frontage of the site when viewed from Ivanhoe Road.

The site is connected to the electrical supply network by overhead power line and contains an existing bore which provides the site with a water supply. The site is not connected to the reticulated sewer network.

An open stormwater drain is located within the road reserve of Ivanhoe Road and is illustrated on the Feature Survey.

Town Planning Report - Development Application for Fuel Depot, Transport Depot, Caretaker's Dwelling and Service Station (24hr self-service) located at Lot 22 Ivanhoe Road, Kununurra



Photograph - View of site from Ivanhoe Road

Currently, the eastern area of the site is occupied by a caretaker's dwelling, a transportable ablutions block and septic system, a pump shed, and a shipping container. Part of the site is also used for outdoor storage of farm machinery. These improvements on site are associated with the operations of the mango farm adjoining the site to the south.

The existing caretaker's dwelling, transportable ablutions block and septic system will be incorporated into the new OFS fuel service facility. Further details are provided in section 5.0 of this report.

The remaining area of the site is vacant (refer to **Figure 2** for further detail).

3.0 Surrounding Land Uses

Immediately north of the site are a number of allotments used for land consumptive industrial/rural industrial land uses (refer to **Figure 2**). Land uses include storage yards, warehouses, transport depots and the House Factory premises.

The rear (western) boundary of the site abuts an irrigation channel. Further west is land used for indian sandalwood production.



Figure 2 - Aerial Image

Source: Bing Maps

The eastern boundary of the site abuts Ivanhoe Road.

Adjoining the site to the south is a mango farm.

4.0 Current Business Operations

As mentioned previously, OFS has a Fuel Depot and Transport Depot located at Lot 572 Victoria Highway, Kununurra. OFS has a fleet of fuel pick-up/delivery vehicles comprising the following:

- one semi-trailer
- six tanker trailers
- one tanker
- one rigid tank

Each of these vehicles has a Dangerous Goods Vehicle License (refer to **Appendix B**). These vehicles collect fuel directly from the fuel suppliers in Darwin or Wyndham and deliver it various clients throughout East Kimberley. Remaining fuel on board each vehicle is returned to tanks located at our client's fuel depots for storage or bulk fuel sale to clients who visit the site.

Trucks and trailers are accommodated on site when they are not collecting or distributing fuel. Servicing and washing of these trucks and trailers also occurs on site.

Generally, OFS delivers fuel directly to clients on their site, be it for agricultural equipment and machinery or for earthmoving equipment. However, some client do frequent the site to purchase fuel in bulk (i.e. mini tankers).

5.0 Proposed Development

OFS seeks to relocate and upgrade their existing fuel service facility located at Lot 572 Victoria Highway, Kununurra to Lot 22 Ivanhoe Road, Kununurra, in order cater for the additional demand and growth anticipated within the rapidly expanding Ord Valley region. Additionally, our client leases the current site, and in order to secure the businesses long-term future, our client wishes to purchase and relocate to a larger, more suitable site.

The currently facility operates as a Fuel Depot and Transport Depot and there is no retail sale of fuel from the site. In this regard, OFS wishes to develop an integrated fuel service facility comprising a Fuel Depot, Transport Depot as well as a Service Station. The Service Station component will comprise five self-service fuel bowsers which will be accessible 24 hours a day to the general public.

In addition to the Service Station component, the proposed development also seeks to:

- increase OFS's current fuel storage capacity on the new site by providing two above-ground 70,000L diesel fuel tanks; and
- establish an Caretaker's Dwelling on site which will be incidental to the integrated fuel service facility.

Further details are provided in the following section of the report.

5.1 Development Layout

The proposed development is supported by a Plans prepared by East Kimberley Construction and included at **Appendix C**. The plans are listed in the table below.

Plan Title	Plan Number/Rev	Date
Site Plan	15/2001/01 Rev 0	Nov 2014
Canopy	15/2001/03 Rev 0	Nov 2014
Office/Store	15/2001/04 Rev 0	Nov 2014
Elevations - Office/Store	15/2001/05 Rev 0	Nov 2014
Workshop Plan	15/2001/06 Rev 0	Nov 2014
Workshop Elevations	15/2001/07 Rev 0	Nov 2014
Shade Structure	15/2001/08 Rev 0	Nov 2014

As detailed in the Site Plan, the integrated fuel service facility will be developed in three stages and divided into three sections via lockable gates. The stages comprise the following elements:

Stage 1

This stage will contain the service station component of the development and will be accessible 24 hours a day to the general the public. Vehicle access into Stage 1 will be via two separate concrete crossovers from Ivanhoe Road which will be designed to cater for vehicles up to and including an A-Triple. A concrete driveway will provide access to the concrete fuel filling apron, while the remaining hard stand area of Section 1 will be cement stabilised paving. A six metre wide landscape strip will be provided along the front property boundary (excluding driveways) and will be planted with native species.

As illustrated in the Site Plan, beneath the fuel shade canopy, two separate fuel filling stations will be provided. Each of these stations will have a bowser on each side, offering unleaded and premium unleaded fuel. The stations have been positioned towards to front of the site so that they are easily accessible by vehicles from Ivanhoe Road. These bowsers will be self-service and payment will be made via card swipe machine.

A 14m x 22m shade canopy will be provided over the fuel filling forecourt area and will offer weather protection. The 7.62m high shade canopy will be setback approximately six metres from the front property boundary. Refer to the Canopy Plan provided at **Appendix C** for further details regarding the shade canopy design. The forecourt area will be sloped to ensure any spills are collected and directed to the on-site separation pit.

Additionally, a separate hi-flow diesel fuel bowser will be located to the west of fuel filling forecourt area and fuel storage tanks. These fuel bowsers will be frequented by trucks, road trains and those client's who have their own fuel carry vehicles (i.e. mini tanker). Hence, larger manoeuvring and standing space is required. A concrete pad will be provided at the filling point and will be graded to ensure any spill is directed to a stormwater pit and directed to the separation pit. This fuel bowser will also be self-service and payment to be made via card swipe at the designated facility.

Supplying fuel to these bowsers will be:

- one 80,000L self-bunded, above ground, diesel fuel tank (Transtank T80)
- one 68,000L self-bunded, above ground, unleaded fuel tank (Transtank T68)
- one 30,000L self-bunded, above ground, premium unleaded fuel tank (T30)

Each of these tanks is double-walled or self-bunded, and have no requirement for additional containment, bund or berm. The tanks are currently operating at the existing OFS site and an image of the 68,000L tank from the Transtank website is provided below.

OFS fuel tank refilling vehicles will fill these tanks at off-peak times so to minimise any impact on customers who wish to refuel.



Source: www.transtank.com.au

Stage 2

Stage 2 of the development will comprise the Transport Depot component of the facility and will be accessed via the lockable gates from Stage 1. The general public will not be able to gain access into this area.

As illustrated in the Site Plan (**Appendix C**), Stage 2 will contain the following improvements:

- a covered truck parking and a washdown area; -
- a vehicle workshop building;
- an office and oil storage building;
- a caretaker's dwelling; and
- car parking.

The covered truck parking and washdown area is illustrated in the Site Plan and Shade Structure Plan prepared by EK Constructions (**Appendix C**). As illustrated in the Plans, the 6m high shade structure will measure 56.15m x 12m and will provide weather protection to trucks

Town Planning Report - Development Application for Fuel Depot, Transport Depot, Caretaker's Dwelling and Service Station (24hr self-service) located at Lot 22 Ivanhoe Road, Kununurra

and trailers on site. A concrete slab will be provided below the shade structure. Washdown facilities will be provided and the surface of the concrete slab will be graded so that wash water is directed into an large separation pit.

The vehicle workshop has been designed by EK Constructions and details of the building are illustrated in the Workshop Plan and Workshop Elevations Plan provided at **Appendix C**. The workshop will measure 16.5m x 30m and comprise a floor area of 495m². The building has an overall height of 8.2m. The workshop will only be partially enclosed to allow breezes through the building. Roller doors will allow access into the enclosed area of the shed. Additionally, a corner of the shed will be fully lockable via sliding doors. Refer to the Workshop Plan for further details.

In the unlikely event of a oil/fluid spill, the building's concrete slab will be designed to ensure any spills are contained, collected and appropriately disposed.

The office and oil storage shed has been designed by EK Constructions and building details are illustrated in the Office/Store Plan provided at **Appendix C**. This building will measure 24m x 20m to comprise an area of 480m². An office, lunchroom, kitchen and toilet will be provided within this building. The remaining area of the building (approximately 365m²) will be used for oil and parts storage. Approximately 10,000L of motor oil will be stored within this building in large sealed drums, which is a similar amount to the existing facility. Access into the building will be via three roller doors.

With regards to the caretaker's dwelling, the existing caretaker's shed on site will be relocated adjacent to the office/storage shed. This shed currently has amenities for residential use.

The existing transportable ablutions block on site will be relocated adjacent to the workshop building.

Stage 2 will use cement stabilised paving on all areas with the exception of building slabs.

Stage 3

Stage 3 of the development comprises the fuel depot component which will provide two 70,000L above ground diesel fuel tanks. These fuel tanks will be surrounded by a containment compound which will have sufficient capacity to contain a spill, should a tank failure occur.

These tanks will be accessed and filled/emptied by OFS vehicles only. The fuel dispensing area will be concreted and graded to ensure any spills are directed to stormwater pit which will in turn flow to the separation pit for treatment.

Driveways, internal manoeuvring and car parking

As mentioned previously, the site will be accessed via two new vehicle crossovers to enable efficient entry and exit of trucks into the site and onto Ivanhoe Road. The concrete vehicle crossovers have been designed to cater for largest design vehicle to enter and exit the site,

namely an A-triple. Refer to the Vehicle Manoeuvring Plan prepared by Cardno and provided at **Appendix D** for further details. The vehicle Manoeuvring Plan prepared by Cardno demonstrates there is sufficient space on site to enable an A-Triple to enter, manoeuvre internally within the site and exit safely onto Ivanhoe Road.

Six car parking spaces, including 1 disabled car parking space, will be located within stage 2 of the development. These car parking spaces will be used by staff and visitors and will be designed in accordance with Australian Standards. No formal vehicle parking is required for the service station component as customers will only frequent the service station to load fuel into their vehicles at the fuel bowsers.

Earthworks

The existing ground level of the site will be raised by approximately 300mm to mitigate against localised flooding and to ensure on-site stormwater can flow across the site and into the existing stormwater drain located within the Ivanhoe Road reserve.

Stormwater

Prompt Engineering have design a Stormwater Management Concept Plan to support the development proposal. A copy is provided at **Appendix E**.

As detailed in the plan, the site will be filled and graded so that the highest point will be along the central spine of the site, running east-west. This will enable stormwater from roofs, driveways and car parking areas etc to flow towards either side boundary and collected in an open drain and discharged into the existing open stormwater drain located in the road reserve of Ivanhoe Road.

With regards to the proposed vehicle washdown bay, trucks and trailers will be washed beneath the large shade structure on the concrete pad. The concrete pad will be graded to ensure any wash water is directed to a settling pond and separation pit for treatment. Wash water will flow down a ramp and into a basin where it will be allowed to settle, prior to entering the water treatment system. Sludge from the settling pit (after settling) will be scooped up by a front loader or similar and placed in a truck for transport to the refuse centre. Treated wash water will be pumped up and out of the separation pit and into the on-site stormwater treatment network.

The overall design concept of the separation pit is provided at **Appendix E**. However, please note that more design information will be provided at the detailed engineering stage.

As mentioned previously, fuel filling areas (i.e. the fuel forecourt area, the hi-flow diesel fill point and the filling point for the diesel tanks at the rear of the site) will be concreted and graded to ensure that any spillages are directed to a stormwater pit. The stormwater treatment network for the development has been designed so that any stormwater which may contain contaminants is directed to a separation pit on site for treatment, prior to being discharged to the garden bed/front grassed area adjacent to Ivanhoe Road. The separation pit will be of a similar



design to that of the vehicle washdown separation pit, albeit without the settling pond/ramp and with a trafficable cover.

6.0 Statutory Assessment

The site is located within the local government boundaries of the Shire of Wyndham-East Kimberley and within the Kununurra locality. As a result, the proposed development is subject to the town planning provisions contained within the *Shire of Wyndham-East Kimberley Town Planning Scheme No. 7 Kununurra and Environs*.

The following section of this reports undertakes an assessment of the development against the relevant provisions contained within the Planning Scheme.

6.1 Land Use Definitions

According to the Planning Scheme, the proposed development contains four (4) separate land uses and their land use definitions are replicated below:

Caretaker's Dwelling - 'means a building used as a dwelling by a person having the care of the building, plant, equipment or grounds associated with an industry, business, office, rural activity or recreation area carried on or existing on the same site'

Comment: The proposed Caretaker's Dwelling will be incidental to the main industrial/commercial use proposed on site. A caretaker residing within the dwelling will be able to ensure the fuel service facility is secure and operational at all times.

Fuel Depot - 'means any land or building used for the storage and sale in bulk of solid or liquid or gaseous fuel, but does not include a service station and specifically excludes the sale by retail into the final users vehicle of such fuel from the premises'

Comment: A significant component of the proposed development is storing fuel on-site which is then sold in in bulk to clients. Either the fuel is delivered to the customers site, be it for agricultural equipment and machinery or for earthmoving equipment using OFS vehicles, or client's visit the site and load bulk fuel into their own vehicles/tanks.

Service Station - 'means premises used for-

- (a) the retail sale of petroleum products, motor vehicle accessories and goods of an incidental/convenience retail nature; and***
- (b) the carrying out of greasing, tyre repairs and minor mechanical repairs to motor vehicles, but does not include premises used for a transport depot, panel beating, spray painting, major repairs or wrecking'.***

Comment: The proposed development seeks to establish a 24hr Service Station which will be available to the general public as well as existing customers who purchase fuel in bulk. Payment for fuel will be made by an automated card swipe payment station.

It is important to recognise the proposed Service Station will be small in scale and intensity of use when compared to a typical service station. The proposed service station will not be staffed and will not include a retail component (i.e. shop) or mechanical workshop.

Hence, although the development does propose a Service Station as defined under 'the scheme', recognition should be given to the fact it will not be of the same scale and intensity of a typically service station, generally envisaged by this land use definition.

Transport Depot - 'means any land or buildings used for the garaging of motor vehicles used or intended to be used for carrying goods or persons, or for the transfer of goods or persons from one motor vehicle to another of such motor vehicle and includes maintenance, management and repair of the vehicles used, but not of other vehicles, and may include overnight accommodation on-site for the transport workers'.

Comment:

Stage 2 of the proposed development will comprise the Transport Depot. In addition to garaging trucks and trailers, the Transport Depot will include a vehicle workshop and a combined administration office, toilets and storage building.

6.2 Zoning

According to *the Scheme*, the subject site is located within the Rural Industry Zone. Refer to **Figure 3**, which is an extract from Town Planning Scheme Map 8 - Kununurra Airport west Kununurra Townsite

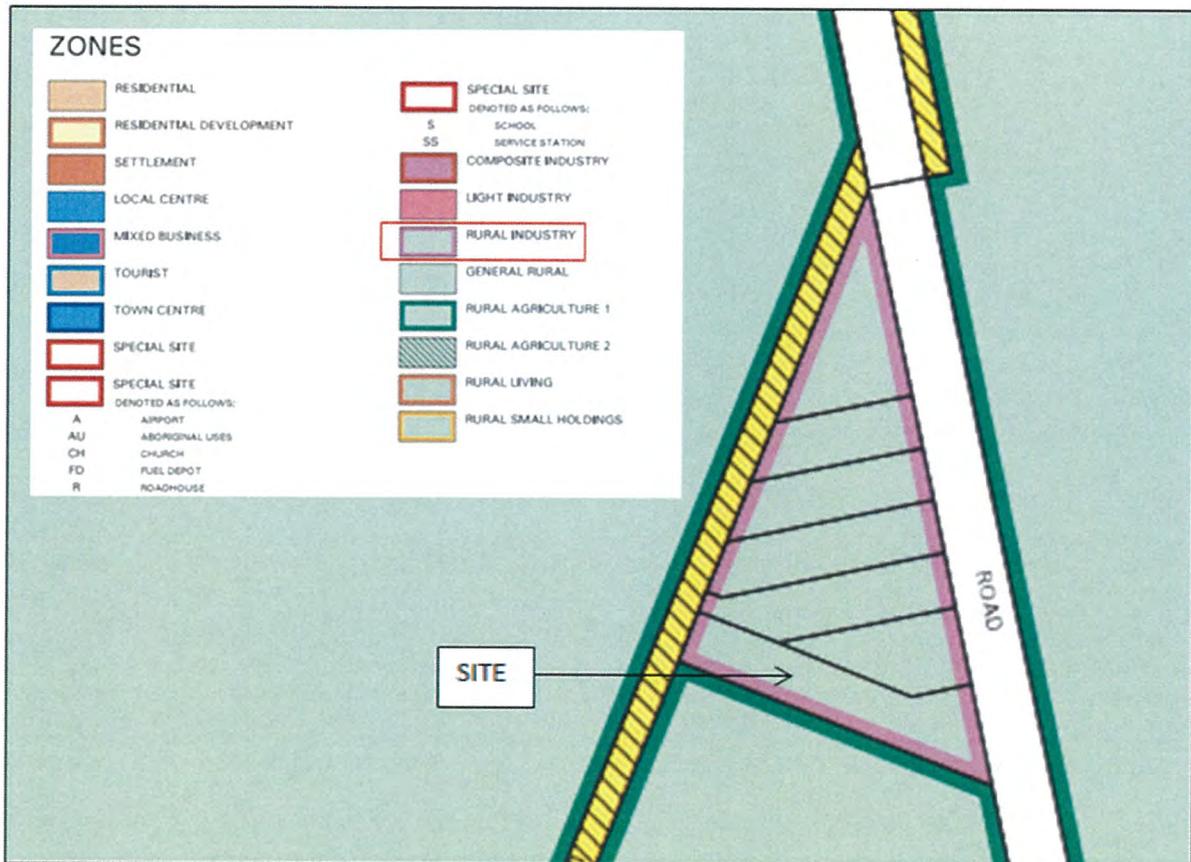


Figure 3 - Zoning Map Extract

6.3 Development/Zoning Table

The subject site is located within the Rural Industry Zone and the individual land uses are identified as follows in the Zoning Table:

Caretaker's Dwelling is listed as 'IP' meaning meaning that the use is not permitted unless such a use is incidental to the predominant use of the land as determined by the Council.

Fuel Depot and Transport Depot are listed as 'AA' meaning that the Council may, at its discretion, permit the use.

Service Station is listed as 'SA' meaning that the Council may, at its discretion, permit the use after notice of application has been given in accordance with Clause 11.2.

Comment: Given that the Caretaker's Dwelling will be incidental to the main use occurring on site (fuel service facility), we contend it can be supported by Council. We understand the development application will require public notification due to the service station component.

6.4 Objectives of the Rural Industry Zone

According to section 5.14.1 of *the Scheme*, the objective of the Rural Industry Zone is:

- (a) *to create opportunities within the agricultural area for the establishment of industries related to agricultural pursuits and primary productions.*

Comment:

OFS is a key supporter of the agricultural industry in Kununurra and the wider Ord Valley Region by supplying fuel to approximately 98% of agricultural land uses in the area. Hence, the land use is directly related to agricultural pursuits and primary productions.

6.5 Development Parametres

Key development parametres from 'the Scheme' which are applicable to this development include building height and setbacks, parking and landscaping. A concise assessment against these provisions is provided below.

Building Height

According to section 5.4.4 of *the Scheme*, buildings located within the Rural Industry Zone are not subject to the 10 metre building height limit specified in section 5.4.3. Nevertheless, the tallest building on site will be the Office/Storage building measuring 8.675 metres.

Building Setbacks

The applicable building setback relevant to this development application is the service station's setback from the street frontage. Table 2 - Development Standards from *the Scheme*, specifies a service station canopy requires a minimum setback of 3 metres from the street frontage. The proposed service station canopy has been positioned 6 metres from the front property boundary and therefore complies with this requirement.

The other structures and buildings on site are located a minimum of 10 metres from the side and rear property boundaries and comply with the applicable provisions.

Parking

According to Table 2 - Development Standards, a service station should provide '*two bays plus one bay for every employee with a total minimum of four bays*'. However, in this instance, this provision should not apply to the proposed service station as there will be no shop, no employees and no vehicle workshop. Customers will simply park their vehicles at one of the fuel bowers, swipe their card at the cardswipe station, select pump and fill up their vehicle. Hence, there is no need for car parking.

There is no specific car parking requirement for a Fuel Depot, Transport Depot or Caretaker's Dwelling according to Table 2 - Development Standards. Nevertheless, six car parking spaces

(including one disabled car parking space) will be located within Stage 2 of the development which will be suffice to accommodate employees and visitors to the site.

Landscaping

According to section 5.16.6 of *the Scheme*, '*Council may require the first 5 metres of the front setback on any lot be landscaped to the satisfaction of Council*'. The development proposes to include a six metres landscape garden along the Ivanhoe Road road frontage and therefore satisfies the landscaping requirement.

7.0 Conclusions

This town planning report has been commissioned by our client, Ord Fuel Supplies Pty Ltd (OFS). The report is submitted to the Shire of Wyndham-East Kimberley to support a development application to establish a Fuel Depot, Transport Depot, Caretaker's Dwelling and Service Station (24hr Self-service) on land located at Lot 22 Ivanhoe Road, Kununurra.

OFS seeks to relocate and upgrade their existing fuel service facility located at Lot 572 Victoria Highway, Kununurra to Lot 22 Ivanhoe Road, Kununurra, in order cater for the additional demand and growth anticipated within the rapidly expanding Ord Valley region.

The proposed development can be supported based on the following:

- the current facility supplies fuel for approximately 98% of agricultural machinery and 80% of earthmoving machinery in the Ord Valley region. OFS is therefore a vital link in the chain of the growing agricultural and associated earthmoving industry of the region. It is in the best interest of the community as a whole that businesses such as OFS have long-term stability in Kununurra and opportunity for future growth to cater for expected additional demands of the region;
- according to *'the Scheme'*, the site is located within a 'rural industrial' zone where land consumptive industrial development uses related to agricultural pursuits are envisaged. The proposed development is therefore consistent with the intent for the zone;
- the proposed development is compatible with the established industrial land uses to the north of the site;
- the site is of sufficient size and the development has been designed to enable an A-Triple to enter, manoeuvre through and exit the site safely;
- the development complies with building setbacks and building height requirements of the Planning Scheme;
- the development generally complies with car parking and landscaping requirements of the Planning Scheme; and
- stormwater will be appropriately managed on site prior to being discharged into the existing stormwater network.

In light of the above conclusions, we recommend the development application for a Fuel Depot, Transport Depot, Caretaker's Dwelling and Service Station (24hr self-service) located at Lot 22 Ivanhoe Road, Kununurra be approved subject to reasonable and relevant conditions.



Chris Werner
Town Planner

Appendix A

Appendix B



DANGEROUS GOODS VEHICLE LICENCE

Issued in accordance with the Dangerous Goods Safety Act 2004 and regulations
 GST Exempt - (Div.81)

Chief Officer: M. Russell

Licence number: DVB015294

Expiry date: 11/05/2015
Date of issue: 11/05/2012

Holder name and address ORD FUEL SUPPLIES PTY LTD
 PO BOX 304
 KUNUNURRA WA 6743

Business name and address for inspection 572 VICTORIA HWY
 KUNUNURRA WA 6743

This licence authorises the vehicle described below to be used to transport dangerous goods of the Class or Division specified.

VEHICLE

Vehicle make:	NOLIST
Vehicle type:	SEMI TRAILER
Registration number:	WY16123
Fleet number:	

VEHICLE AUTHORISED TO TRANSPORT CLASS

Class	Description
3	FLAMMABLE LIQUIDS

CONDITIONS

Code	Description



DANGEROUS GOODS VEHICLE LICENCE

Issued in accordance with the Dangerous Goods Safety Act 2004 and regulations
 GST Exempt - (Div.81)

Chief Officer: M. Russell

Licence number: DVB013428

Expiry date: 08/10/2014
Date of issue: 06/08/2011

Holder name and address ORD FUEL SUPPLIES PTY LTD
 PO BOX 304
 KUNUNURRA WA 6743

Business name and address for inspection L 572 VICTORIA HWY
 KUNUNURRA WA 6743

This licence authorises the vehicle described below to be used to transport dangerous goods of the Class or Division specified.

VEHICLE

Vehicle make:	CUSTOM MADE
Vehicle type:	TANKER TRAILER
Registration number:	WY15132
Fleet number:	

VEHICLE AUTHORISED TO TRANSPORT CLASS

Class	Description
3	FLAMMABLE LIQUIDS

CONDITIONS

Code	Description
INSP	SUBJECT TO INSPECTION BY DMP INSPECTOR.



Government of Western Australia
 Department of Mines and Petroleum
 Resources Safety

1 Adelaide Terrace, East Perth WA 6004
 Postal address: Mineral House, 100 Plain Street, East Perth WA 6004
 Telephone: (08) 9358 8001
 Email: rsdcustomerservices@dmp.wa.gov.au
 ABN 69 410 335 356

DANGEROUS GOODS VEHICLE LICENCE

Issued in accordance with the *Dangerous Goods Safety Act 2004* and regulations
 GST Exempt – (Div. 81)

Holder name and address
 A0136/1
 ORD FUEL SUPPLIES PTY LTD
 PO BOX 304
 KUNUNURRA WA 6743

Chief Officer Simon Ridge

Licence number DVB012022
Date of issue 15/08/2014

Expiry date 23/09/2019

Business name and address for inspection
 ORD FUEL SUPPLIES PTY LTD
 527 VICTORIA HWY
 KUNUNURRA WA 6743

This licence authorises the vehicle to be used to transport dangerous goods in accordance with the application and any conditions, as specified below.

Vehicle details

Make	TIEMAN
Type	TANK TRAILER
Registration No.	WY16394
Fleet No.	Not Recorded

Classes

3	FLAMMABLE LIQUIDS
---	-------------------

Technical conditions

--	--

Receipt

Licence no.	DVB012022	Receipt no.	01-034707
Receipt date	05/08/2014	Amount	\$640.00



DANGEROUS GOODS VEHICLE LICENCE

Issued in accordance with the *Dangerous Goods Safety Act 2004* and regulations
 GST Exempt – (Div. 81)

Holder name and address A0069/1
 ORD FUEL SUPPLIES PTY LTD
 PO BOX 304
 KUNUNURRA WA 6743

Chief Officer Simon Ridge

Licence number DVB010361
Date of issue 15/05/2014

Expiry date 13/05/2019

Business name and address for inspection ORD FUEL SUPPLIES PTY LTD
 LOT 572 VICTORIA HWY
 KUNUNURRA WA 6743

This licence authorises the vehicle to be used to transport dangerous goods in accordance with the application and any conditions, as specified below.

Vehicle details

Make	TIEMAN
Type	TANK TRAILER
Registration No.	WY16393
Fleet No.	Not Recorded

Classes

3	PETROLEUM PRODUCTS
---	--------------------

Technical conditions

--	--

Receipt

Licence no.	DVB010361	Receipt no.	01-032097
Receipt date	15/05/2014	Amount	\$640.00



DANGEROUS GOODS VEHICLE LICENCE
 Issued in accordance with the Dangerous Goods Safety Act 2004 and regulations
 GST Exempt - (Div.81)

Chief Officer: M. Russell

Licence number: DVB013596

Expiry date: 24/11/2014
Date of issue: 23/09/2011

Holder name and address ORD FUEL SUPPLIES PTY LTD
 PO BOX 304
 KUNUNURRA WA 6743

Business name and address for inspection LOT572 VICTORIA HWY
 KUNUNURRA WA 6743

This licence authorises the vehicle described below to be used to transport dangerous goods of the Class or Division specified.

VEHICLE

Vehicle make:	NOLIST
Vehicle type:	TANKER TRAILER
Registration number:	WY15425
Fleet number:	

VEHICLE AUTHORISED TO TRANSPORT CLASS

Class	Description
3	FLAMMABLE LIQUIDS

CONDITIONS

Code	Description



DANGEROUS GOODS VEHICLE LICENCE

Issued in accordance with the *Dangerous Goods Safety Act 2004* and regulations
GST Exempt - (Div. 81)

		Chief Officer	Simon Ridge
Holder name and address	A0062/1 ORD FUEL SUPPLIES PTY LTD PO BOX 304 KUNUNURRA WA 6743	Licence number	DVB009950
		Date of issue	15/05/2014
		Expiry date	10/05/2019
Business name and address for inspection	ORD FUEL SUPPLIES PTY LTD LOT 572 VICTORIA HWY KUNUNURRA WA 6743		

This licence authorises the vehicle to be used to transport dangerous goods in accordance with the application and any conditions, as specified below.

Vehicle details

Make	HIGHGATE
Type	TANK TRAILER
Registration No.	WY16385
Fleet No.	Not Recorded

Classes

3	PETROLEUM PRODUCTS
---	--------------------

Technical conditions

--	--

Receipt

Licence no.	DVB009950	Receipt no.	01-032099
Receipt date	15/05/2014	Amount	\$640.00



DANGEROUS GOODS VEHICLE LICENCE

Issued in accordance with the Dangerous Goods Safety Act 2004 and regulations
 GST Exempt - (Div.81)

Chief Officer: S. Ridge

Licence number: DVB014035

Expiry date: 30/11/2015
 Date of issue: 08/11/2012

Holder name and address: ORD FUEL SUPPLIES PTY LTD
 PO BOX 304
 KUNUNURRA WA 6743

Business name and address for inspection: ORD FUEL SUPPLIES PTY LTD
 VICTORIA HWY (LOT 572)
 KUNUNURRA WA 6743

This licence authorises the vehicle described below to be used to transport dangerous goods of the Class or Division specified.

VEHICLE

Vehicle make:	HOCKNEY ALCAN
Vehicle type:	TANK TRAILER
Registration number:	WY15593
Fleet number:	

VEHICLE AUTHORISED TO TRANSPORT CLASS

Class	Description
3	FLAMMABLE LIQUIDS

CONDITIONS

Code	Description





DANGEROUS GOODS VEHICLE LICENCE

Issued in accordance with the Dangerous Goods Safety Act 2004 and regulations
 GST Exempt - (Div.81)

Chief Officer: M. Russell

Holder name and address
 ORD FUEL SUPPLIES PTY LTD
 PO BOX 304
 KUNUNURRA WA 6743

Licence number: DVB013431

Expiry date: 20/05/2015
 Date of issue: 23/03/2012

Business name and address for inspection
 572 VICTORIA HWY
 KUNUNURRA WA 6743

This licence authorises the vehicle described below to be used to transport dangerous goods of the Class or Division specified.

VEHICLE

Vehicle make:	ISUZU
Vehicle type:	TANKER
Registration number:	WY11312
Fleet number:	

VEHICLE AUTHORISED TO TRANSPORT CLASS

Class	Description
3	FLAMMABLE LIQUIDS

CONDITIONS

Code	Description



DANGEROUS GOODS VEHICLE LICENCE

Issued in accordance with the *Dangerous Goods Safety Act 2004* and regulations
 GST Exempt – (Div. 81)

Holder name and address A0031/2
 ORD FUEL SUPPLIES PTY LTD
 PO BOX 304
 KUNUNURRA WA 6743

Chief Officer Simon Ridge
Licence number DVB010358
Date of issue 06/05/2014
Expiry date 12/05/2019

Business name and address for inspection
 ORD FUEL SUPPLIES PTY LTD
 572 VICTORIA HWY
 KUNUNURRA WA 6743

This licence authorises the vehicle to be used to transport dangerous goods in accordance with the application and any conditions, as specified below.

Vehicle details

Make	FREIGHTLINER
Type	RIGID TANK
Registration No.	1BGZ444
Fleet No.	Not Recorded

Classes

3	PETROLEUM PRODUCTS
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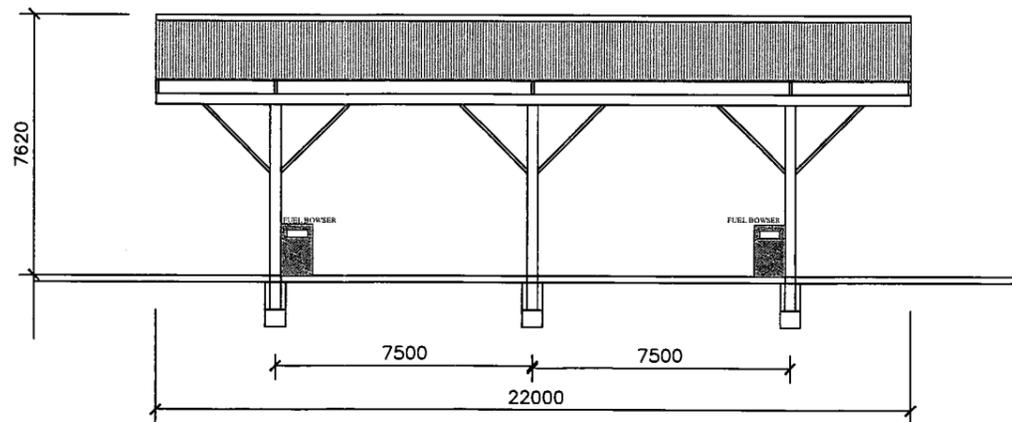
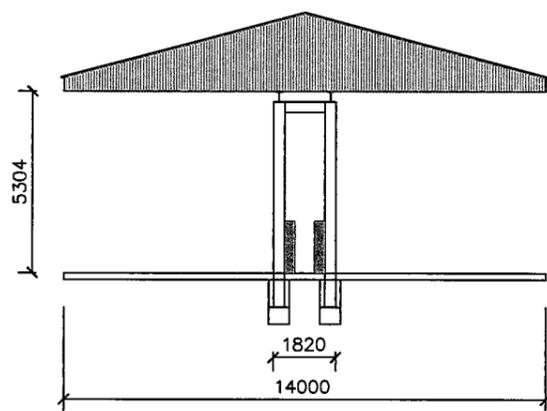
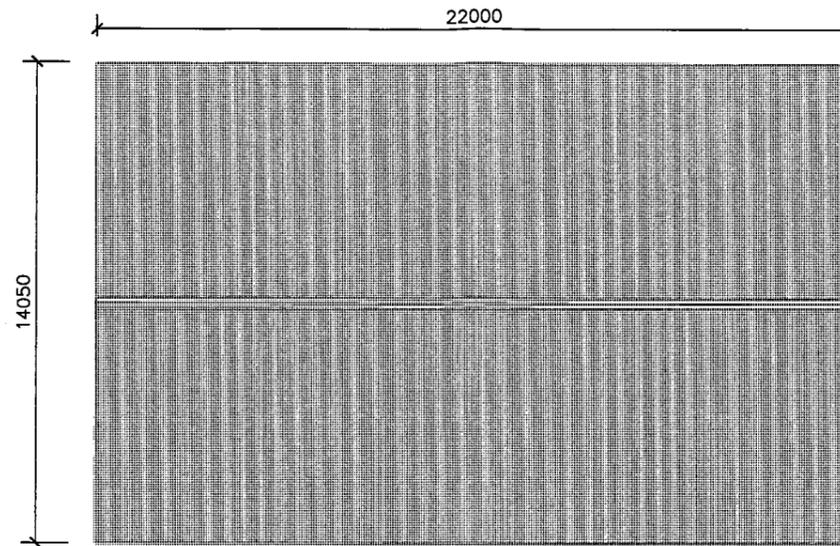
Technical conditions

T00	THIS LICENCE DOES NOT AUTHORISE THE TRANSPORT OF LIQUID CYANIDE SOLUTIONS
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Receipt

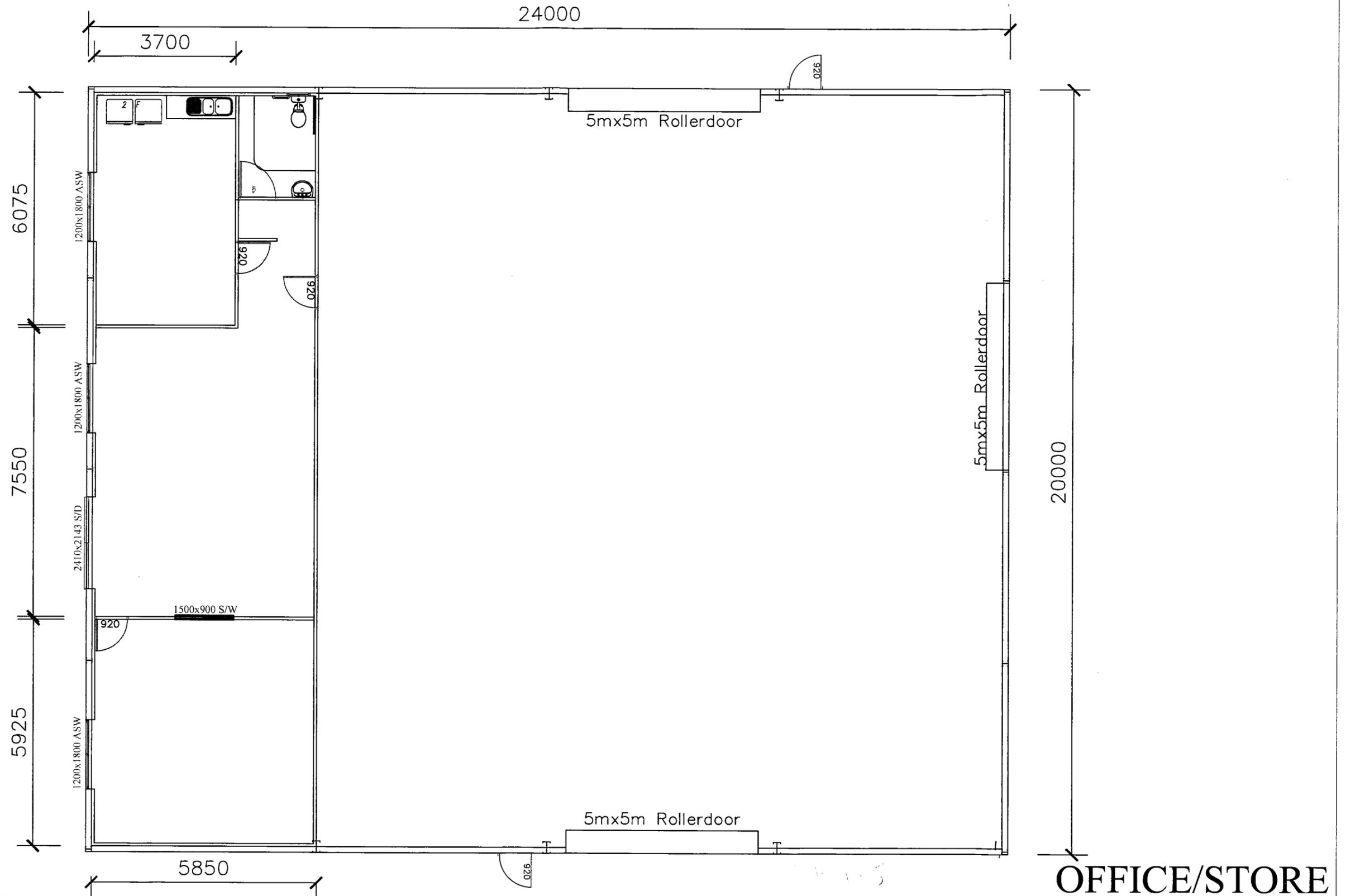
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Receipt date	05/05/2014	Amount	\$640.00

Appendix C



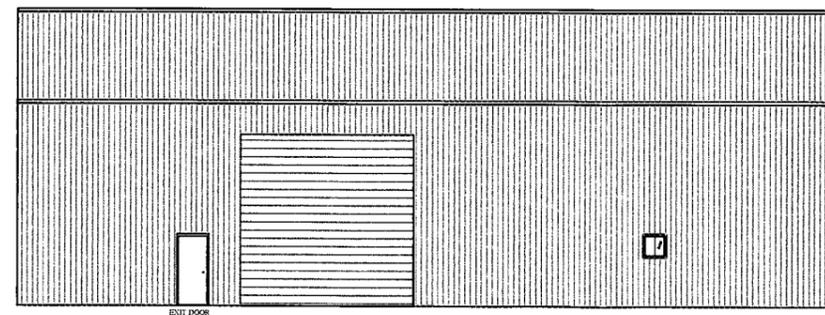
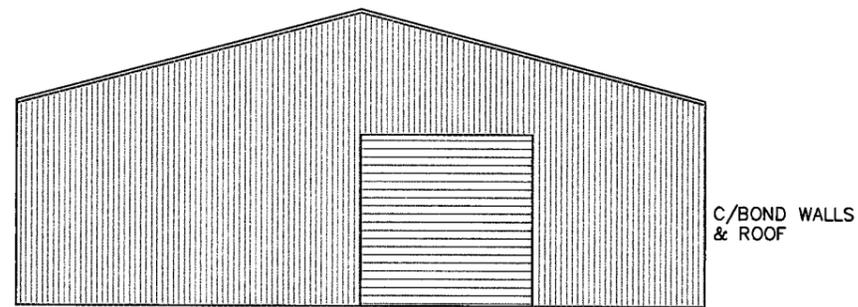
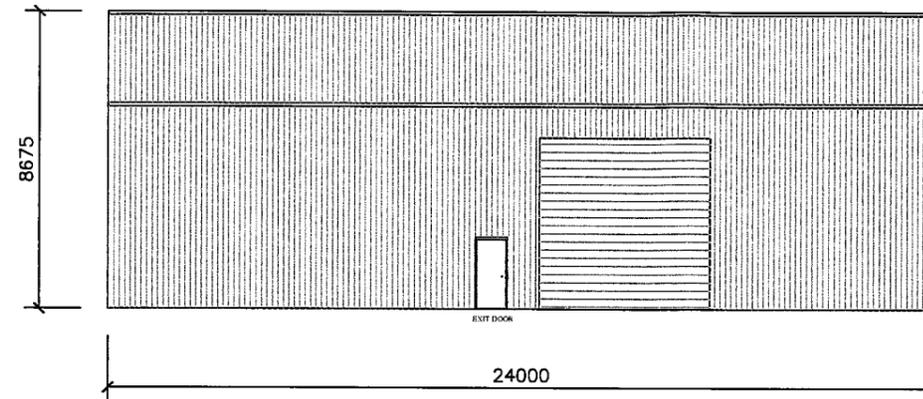
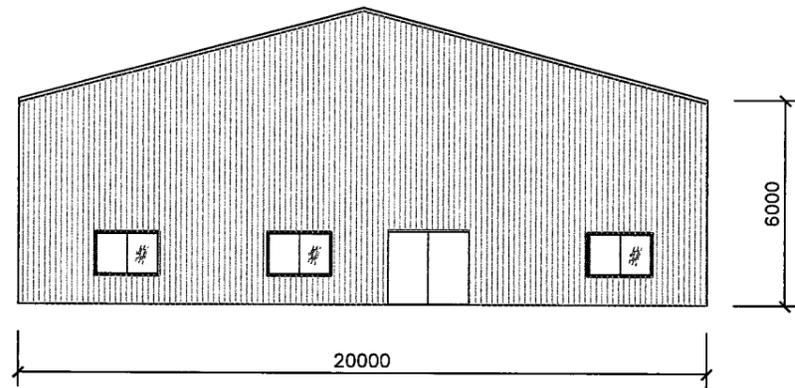
CANOPY

<p><small>C:\Users\user\Documents\East Kimberley\Creations\03\CKD\03.dwg</small></p>	<p>EAST KIMBERLEY CONSTRUCTION PO BOX 937 Kununurra WA 6743 PH: 0417094650 Email : ianmckenna@westnet.com.au</p>	<p>CLIENT : ORD FUEL SUPPLIES</p>	<p>PROPOSED: FUEL DEPOT ORD FUEL SULLPIES LOT 22 IVANHOE ROAD KUNUNURRA</p>	<p>Drawn I McK Checked Job No. 2001</p>	<p>Date Nov 2014 Scale 1:200 Sheet No 3 of - 8</p>	<p>15/2001/03</p>	<p>REV 0</p>
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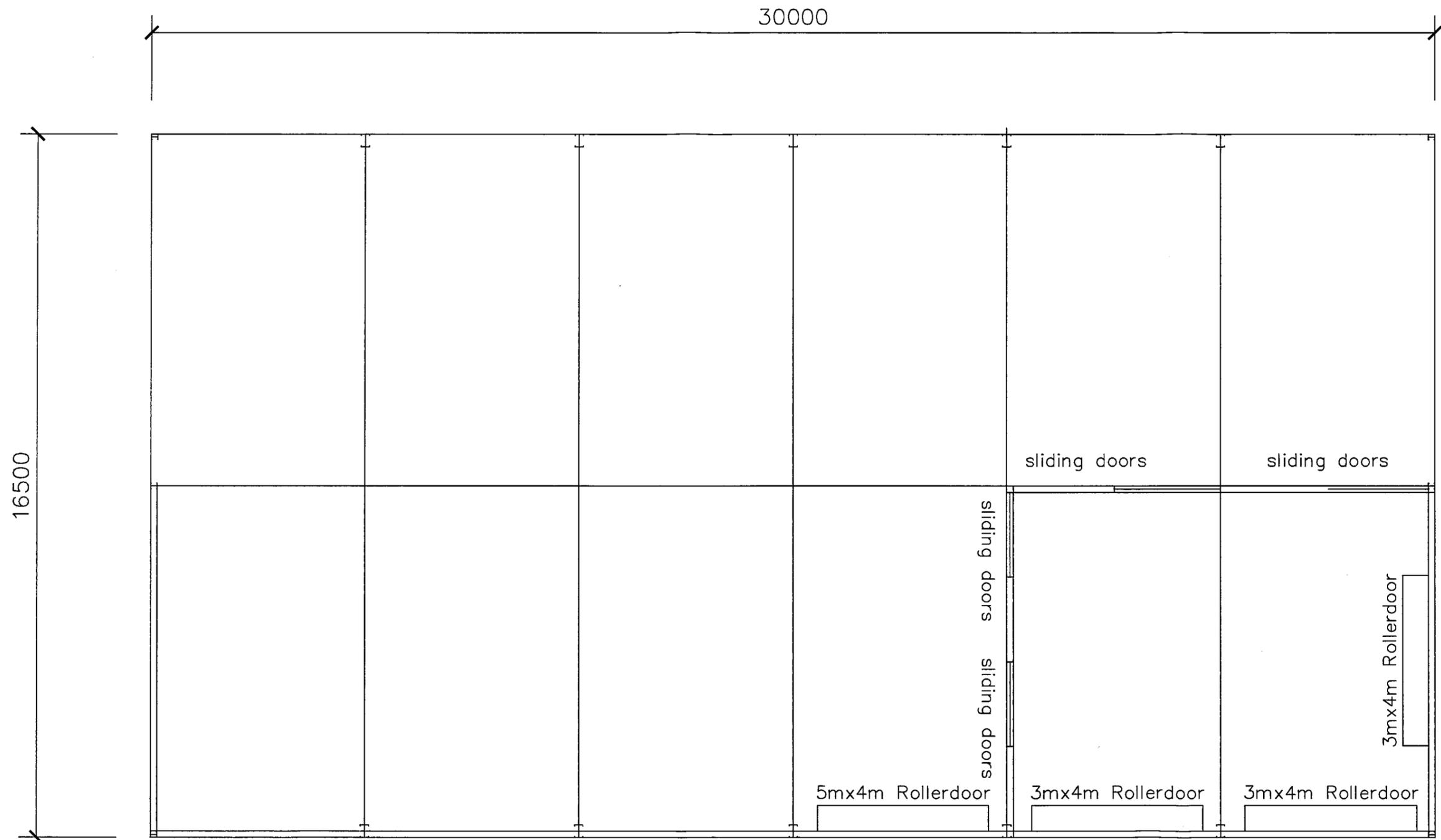
OFFICE/STORE

<p><small>C:\Users\ianm\Documents\East Kimberley Construction\EK\Togo.ppt</small></p>	<p>EAST KIMBERLEY CONSTRUCTION PO BOX 937 Kununurra WA 6743 PH: 0417094650 Email : ianmckenna@westnet.com.au</p>	<p>CLIENT : ORD FUEL SUPPLIES</p>	<p>PROPOSED: FUEL DEPOT ORD FUEL SULLPIES LOT 22 IVANHOE ROAD KUNUNURRA</p>	<p>Drawn I McK Checked Job No. 2001</p>	<p>Date Nov2014 Scale 1:100 Sheet No 4 of -8</p>	<p>REV 0 15/2001/04</p>	<p>332 of 485</p>
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ELEVATIONS OFFICE/STORE

<p>Minutes Ordinary Council Meeting</p>	<p>EAST KIMBERLEY CONSTRUCTION PO BOX 937 Kununurra WA 6743 PH: 0417094650 Email : ianmckenna@westnet.com.au</p>	<p>CLIENT : ORD FUEL SUPPLIES</p>	<p>PROPOSED: FUEL DEPOT ORD FUEL SULLPIES LOT 22 IVANHOE ROAD KUNUNURRA</p>	<p>Drawn I McK Checked Job No. 2001</p>	<p>Date Nov2014 Scale 1:100 Sheet No 5 of 8</p>	<p>15/2001/05</p>	<p>REV 0</p>
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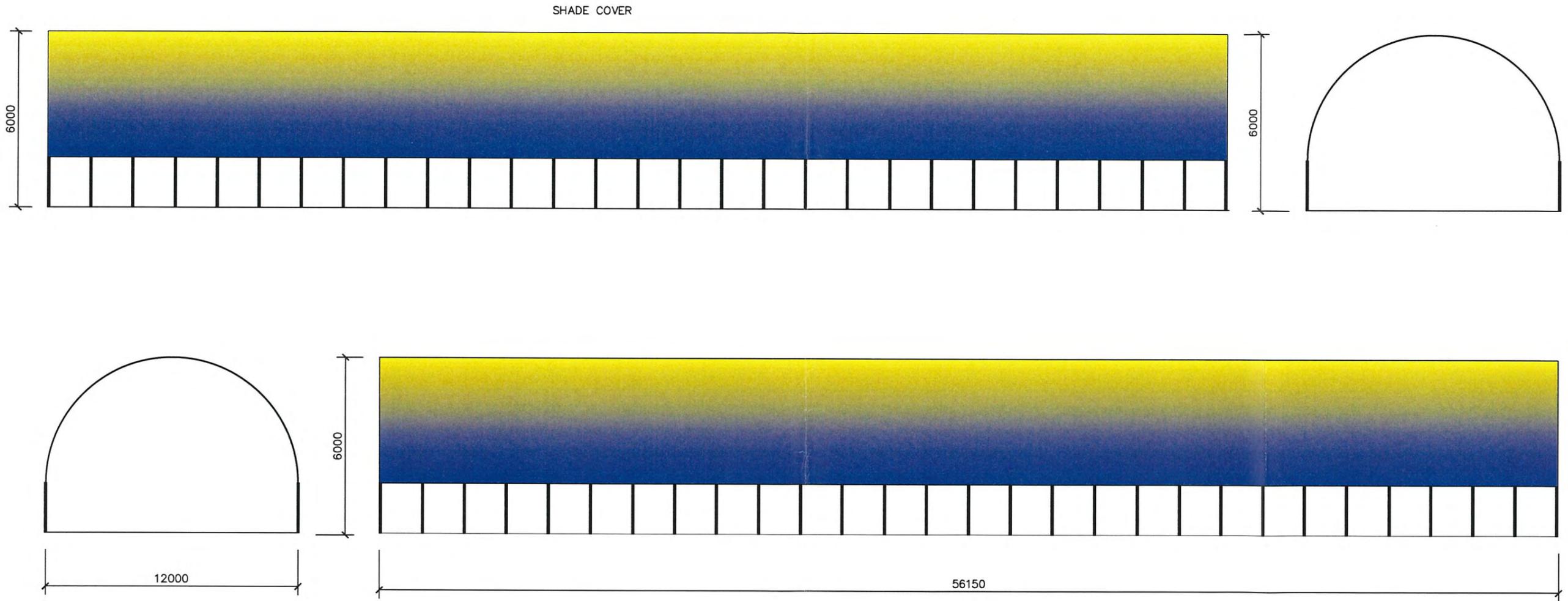
WORKSHOP PLAN

<p>Minutes Ordinary Council Meeting</p>	<p>EAST KIMBERLEY CONSTRUCTION PO BOX 937 Kununurra WA 6743 PH: 0417094650 Email : ianmckenna@westnet.com.au</p>	<p>CLIENT : ORD FUEL SUPPLIES</p>	<p>PROPOSED: FUEL DEPOT ORD FUEL SULLPIES LOT 22 IVANHOE ROAD KUNUNURRA</p>	<p>Drawn I McK Checked Job No. 2001</p>	<p>Date Nov2014 Scale 1:100 Sheet No 6 of -8</p>	<p>15/2001/06</p>	<p>REV 0</p>
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WORKSHOP ELEVATIONS

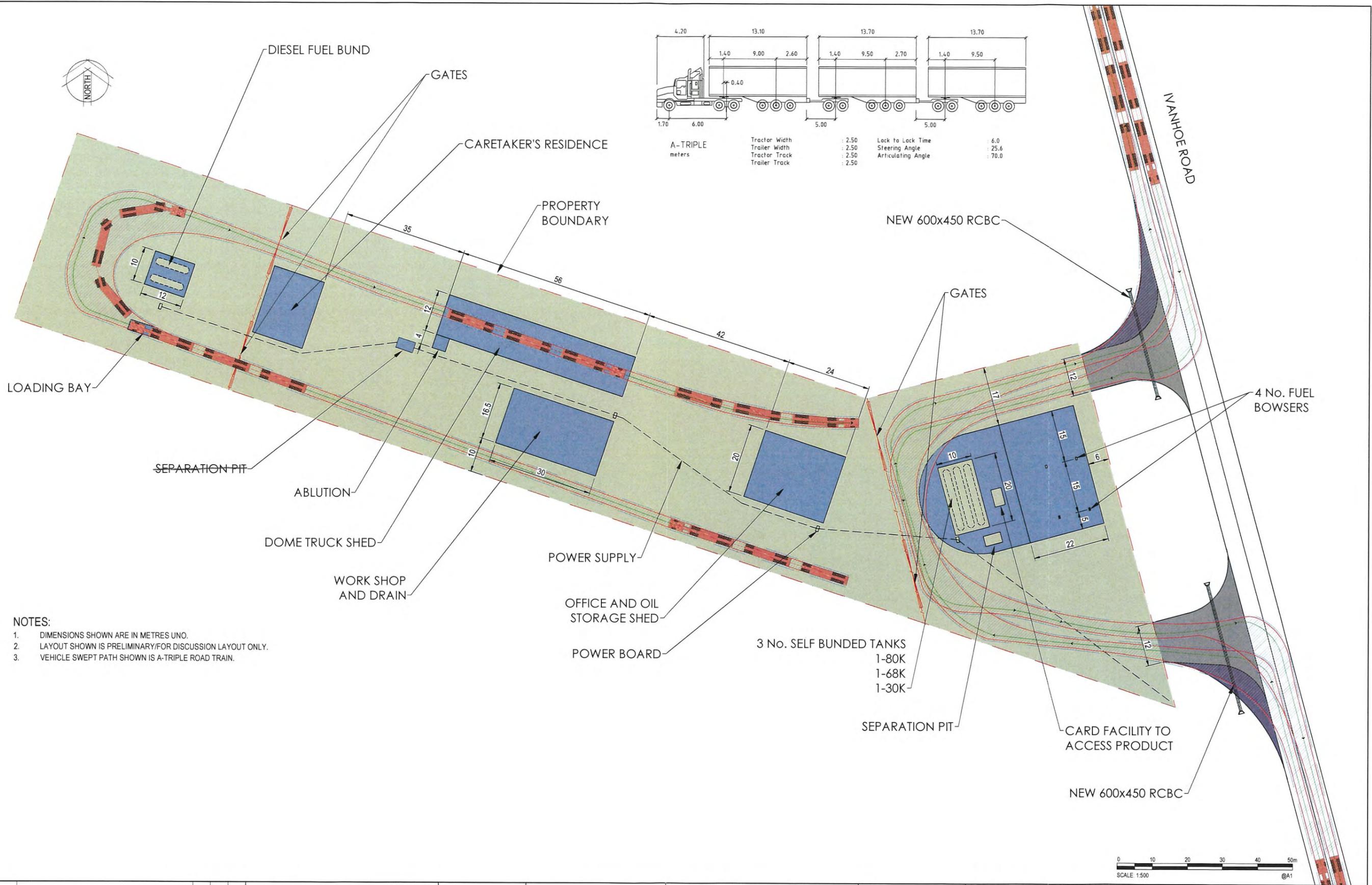
<p>Minutes Ordinary Council Meeting</p>	<p>EAST KIMBERLEY CONSTRUCTION PO BOX 937 Kununurra WA 6743 PH: 0417094650 Email : ianmckenna@westnet.com.au</p>	<p>CLIENT : ORD FUEL SUPPLIES</p>	<p>PROPOSED: FUEL DEPOT ORD FUEL SULLPIES LOT22 IVANHOE ROAD KUNUNURRA</p>	<p>Drawn I McK Checked Job No. 2001</p>	<p>Date Nov2014 Scale 1:100 Sheet No 7 of -8</p>	<p>15/2001/07</p>	<p>REV 0</p>
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SHADE STRUCTURE

<p>Minutes Ordinary Council Meeting</p>	<p>EAST KIMBERLEY CONSTRUCTION PO BOX 937 Kununurra WA 6743 PH: 0417094650 Email : ianmckenna@westnet.com.au</p>	<p>CLIENT : ORD FUEL SUPPLIES</p>	<p>PROPOSED: FUEL DEPOT ORD FUEL SULLPIES LOT 22 IVANHOE ROAD KUNUNURRA</p> <p>28 April 2015</p>	<p>Drawn I McK Checked Job No. 2001</p>	<p>Date Nov2014 Scale 1:100 Sheet No 8 of -8</p>	<p>15/2001/08</p>	<p>REV 0</p>
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Appendix D



- NOTES:**
1. DIMENSIONS SHOWN ARE IN METRES UNO.
 2. LAYOUT SHOWN IS PRELIMINARY/FOR DISCUSSION LAYOUT ONLY.
 3. VEHICLE SWEEP PATH SHOWN IS A-TRIPLE ROAD TRAIN.

Rev	Date	Description	Des	Verif	Appd
A	08/10/2014	ISSUED FOR INFORMATION	JC	TR	TR

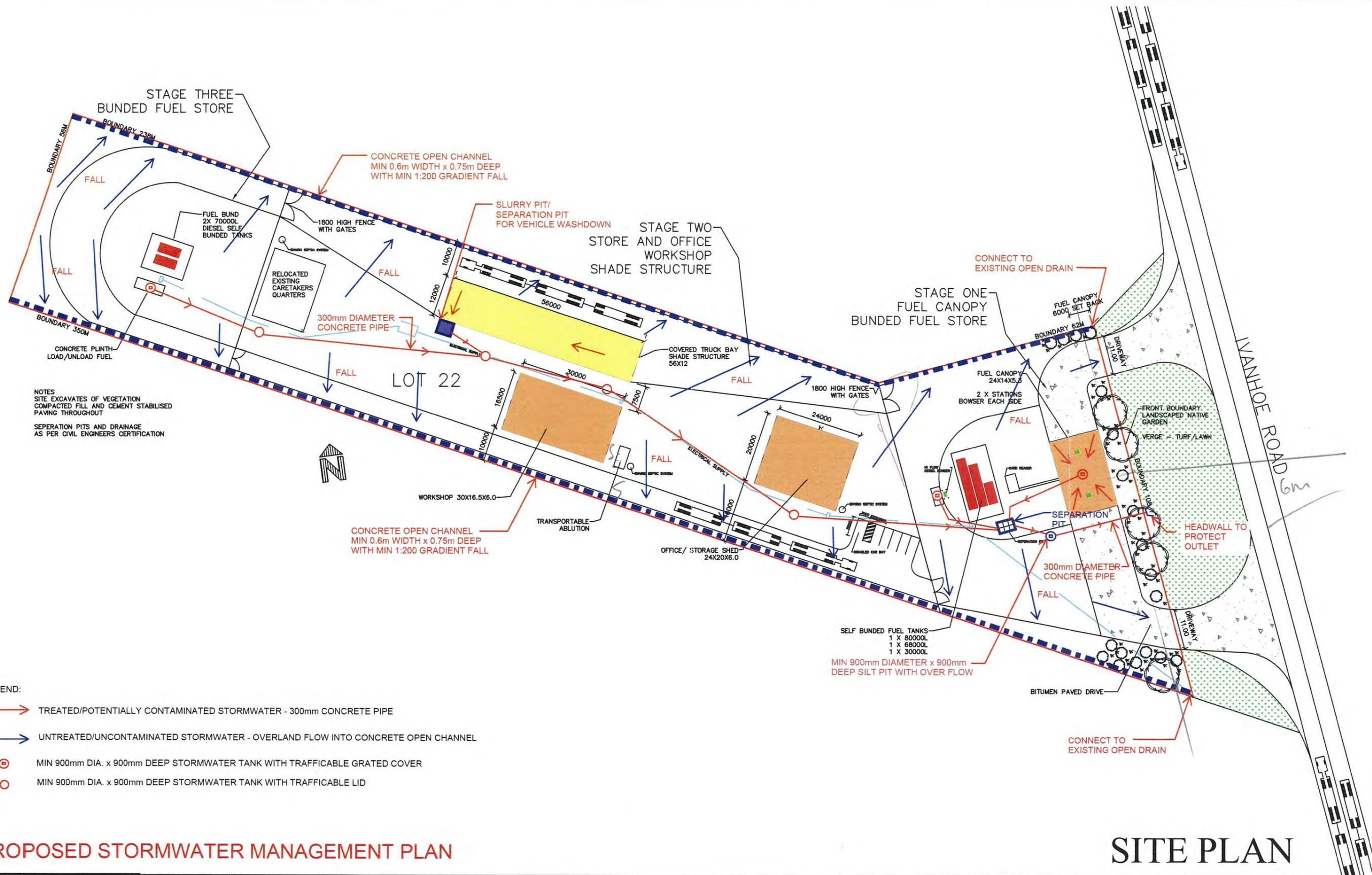
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Level 6, 93 Mitchell Street
Darwin NT 0800
Tel: 08 8942 8200 Fax: 08 8942 8211
Web: www.cardno.com.au

Drawn: JC	Date: 08/10/2014	Client: ORD FUEL SUPPLIES PTY LTD
Checked: GM	Date: 08/10/2014	Project: PROPOSED FUEL DEPOT
Designed: JC	Date: 08/10/2014	LOT 22 IVANHOE ROAD, KUNUNURRA, WA
Verified:	Date:	Title: OVERALL SITE PLAN
Approved:	Date:	Vehicle Manoeuvring Plan

Status: FOR INFORMATION ONLY			
NOT TO BE USED FOR CONSTRUCTION PURPOSES			
Datum: AHD	Date: OCT 2014	Scale: AS SHOWN	Size: A1
Drawing Number: DC1411-SK01	Revision: A		

Appendix E



NOTES
 SITE EXCAVATES OF VEGETATION
 COMPACTED FILL AND CEMENT STABILISED
 PAVING THROUGHOUT
 SEPERATION PITS AND DRAINAGE
 AS PER CIVIL ENGINEERS CERTIFICATION

- LEGEND:
- TREATED/POTENTIALLY CONTAMINATED STORMWATER - 300mm CONCRETE PIPE
 - UNTREATED/UNCONTAMINATED STORMWATER - OVERLAND FLOW INTO CONCRETE OPEN CHANNEL
 - ⊙ MIN 900mm DIA. x 900mm DEEP STORMWATER TANK WITH TRAFFICABLE GRATED COVER
 - MIN 900mm DIA. x 900mm DEEP STORMWATER TANK WITH TRAFFICABLE LID

PROPOSED STORMWATER MANAGEMENT PLAN

SITE PLAN



CLIENT :
 ORD FUEL SUPPLIES

**PROPOSED:
 FUEL DEPOT
 ORD FUEL SULLPIES
 LOT 22 IVANHOE ROAD
 KUNUNURRA**

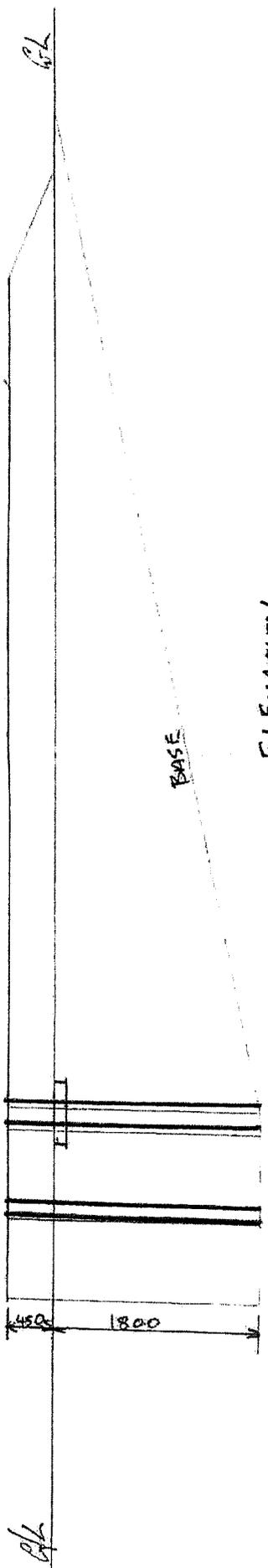
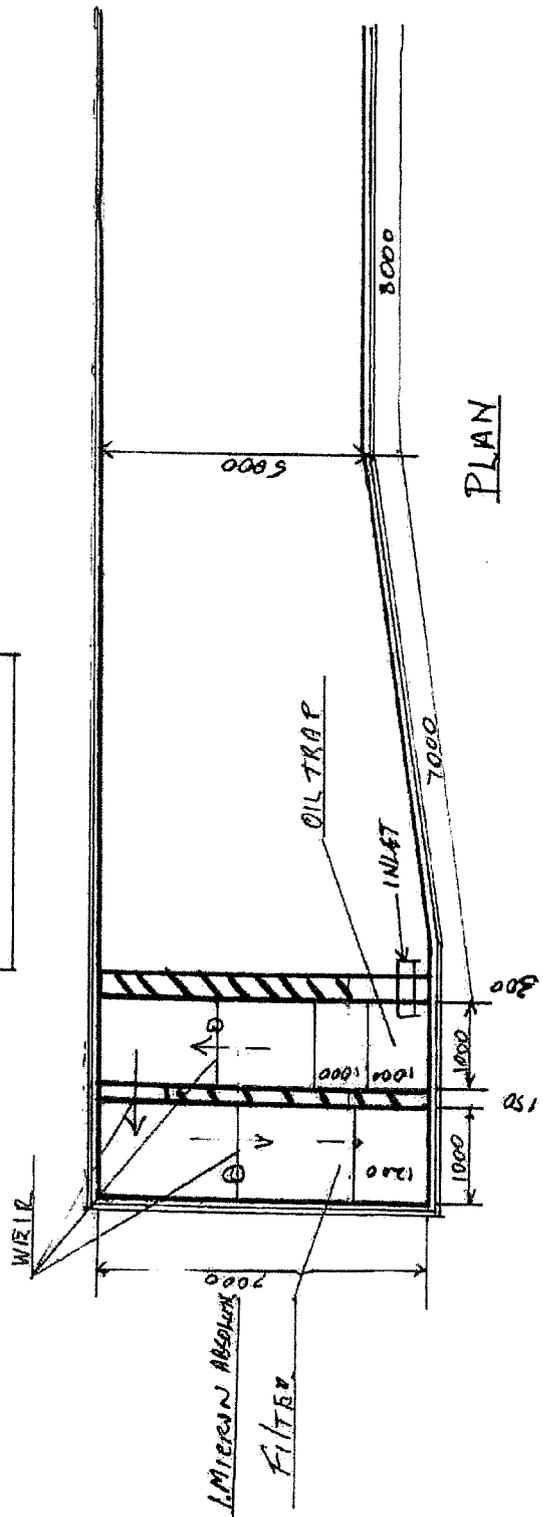
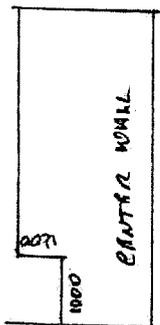
28 April 2015

Drawn I McK
 Checked
 Job No. 2001

Date Nov2014
 Scale 1:1000
 Sheet No 1 of 8

15/2001/01

REV
0
 340 of 485



FILTERS

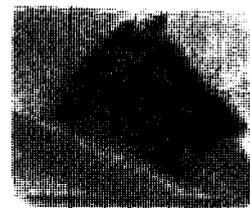
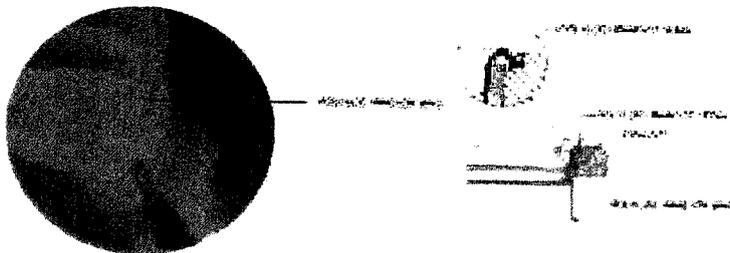
SUREY PIT (SATTALING POND) SURABINDI & SON

PolyWeld® Liquid Filter Bags Reduce Contaminant Leaks and Fiber Migration

These photos clearly demonstrate the dramatic advantage of the *PolyWeld* liquid filter bag over conventional sewn seam bags.

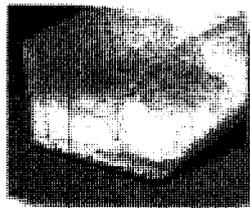
THE POLYWELD BAG'S welded seams completely eliminate the possibility of unfiltered liquid bypass occurring due to needle holes. The benefits are a tighter seam, higher bag efficiencies and improved finished product yields. Additionally, the fused edges of the PolyWeld bag provide a fiber-free finish and virtually eliminate fiber migration. FSI offers the PolyWeld liquid filter bag in two filter media—standard polypropylene felt and polyester felt.

FSI has again demonstrated why it continues as a leader in the liquid filtration industry with its PolyWeld liquid filter bag, the superior performer for your critical liquid filtering applications.

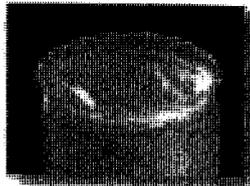


Conventional sewn seams contain needle holes that measure up to 1200 microns. These large holes allow unfiltered liquid to bypass the filter media completely.

As loading in the sewn bag rises, increased pressure accelerates the leakage of contaminants through the bag's sewn seams.



By welding each bag seam together, this exclusive FSI positive heat-sealing process eliminates all needle holes that allow impurities to escape.



FSI's industry standard, patented, Polyloc® one-piece molded top provides a more positive seal than sewn ring top bags and features built-in handles

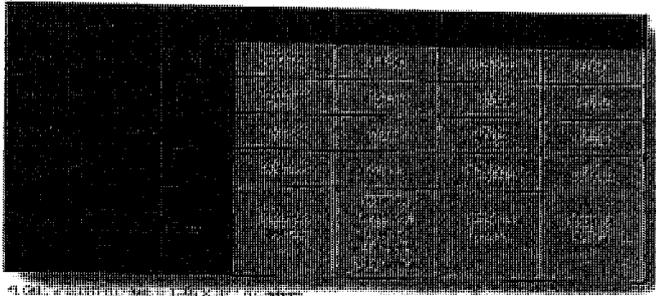
for faster, easier installation and removal.

(Left) The patented Polyloc ring provides complete hermetic sealing, as these diagrams demonstrate. The one-piece molded top is heat welded to the media to further eliminate needle holes.

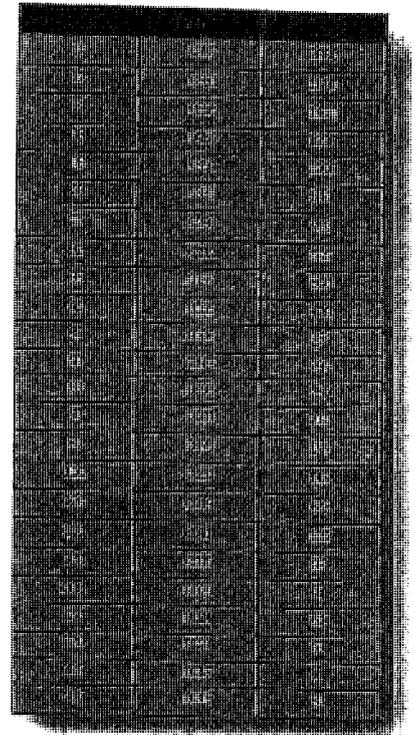
FSI Custom Capability

FSI offers custom-sized and custom-shaped bags in a variety of materials including our polymicro material which is designed specifically to remove tramp oil from liquids. Our experience in designing and manufacturing non-standard bags enables us to develop a high quality, durable product that is custom built to meet your specific needs. You can count on our accuracy, dependability and efficiency in filling your custom order. Contact your FSI representative for details.

Filter Bag Data



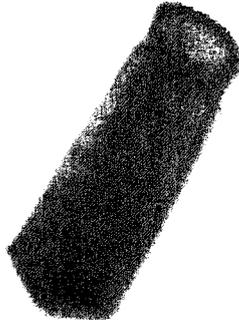
Comparative Particle Size



Standard Filter Bags



Size 1
 Diameter – 7 inches (17,8 cm)
 Length – 16 inches (40,65 cm)
 Compatible with FSI Filter Vessel Model
 FSPN-40, BFN-11



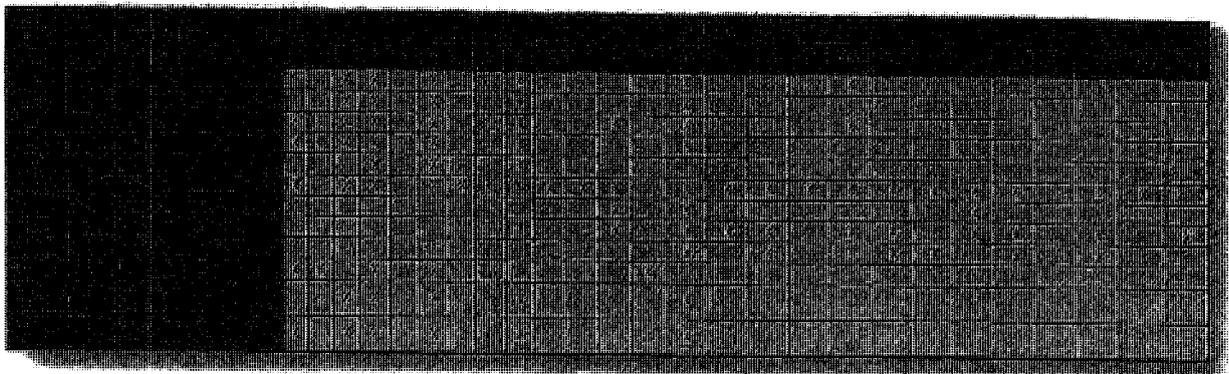
Size 2
 Diameter – 7 inches (17,8 cm)
 Length – 32 inches (81,3 cm)
 Compatible with FSI Filter Vessel Model
 FSPN-85, FSPN-250, BFN-12 and all
 multi-hole vessels.



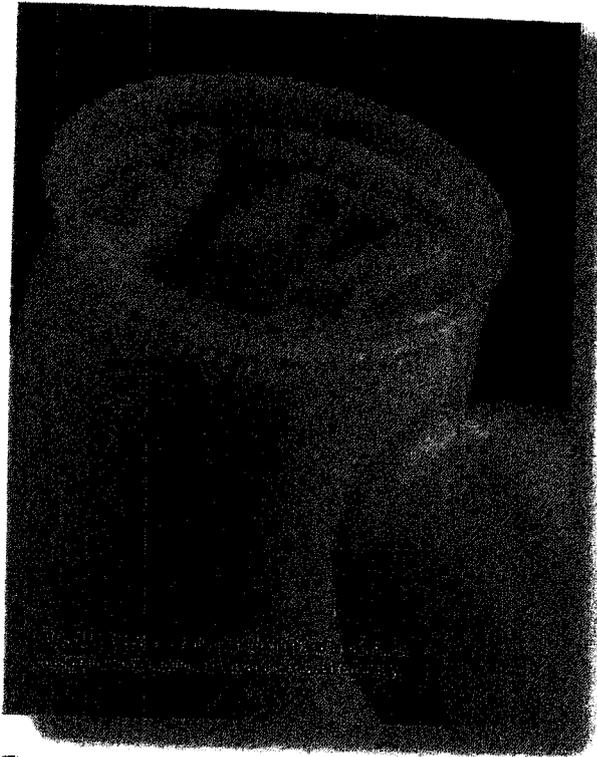
Size 3
 Diameter – 4 inches (10,2 cm)
 Length – 8,25 inches (20,9 cm)
 Compatible with FSI Filter Vessel
 Model FSPN-20, BFN-13



Size 4
 Diameter – 4 inches (10,2 cm)
 Length – 14 inches (35,5 cm)
 Compatible with FSI Filter Vessel Model
 FSPN-35, BFN-14



High Performance Filtration Products

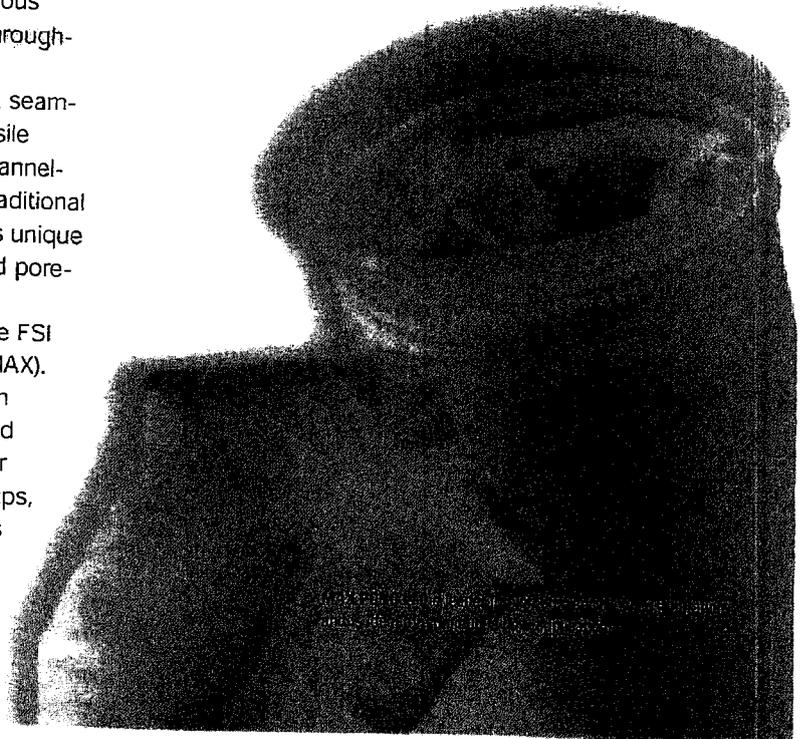


The answer to high performance filtration products can be seen in FSI's BOS, BOS MAX, MAX PONG, POEX and PEEX Filter Bags. The Polymicro seamless filter bag (BOS) is composed of continuous length microfibers, which vary in diameter throughout the depth of the filter medium. These microfibers are thermally bonded to create a seamless filter bag that has exceptionally low tensile strength, providing superior resistance to channeling, unloading, bypass and other forms of traditional leakage that result from pulsating water. This unique property develops a higher efficiency, graded pore-size distribution for absolute filtration.

This seamless feature is also found on the FSI Heavy Duty Extended Life Filter Bag (BOS MAX). This bag uses innovative construction and an advanced design to provide extended life and increased efficiency. This filter bag is ideal for high-purity applications, edible oils and syrups, paints, chemicals, coolants, pharmaceuticals and many water applications.

The PONG Heavy Duty Extended Life Filter Bag (MAX PONG) is the leader in high efficiency, low cost filtration. The seamless cartridge insert combined with the welded seam felt cover and Polyloc ring helps to completely eliminate unfiltered bypass, provides longer life and yields four times the dirt load of conventional polypropylene bags. This filter bag is ideal for continuous flow applications such as e-coat and phosphate baths, batch applications (oils, edible oils and syrups) or any final or polishing filter requirements.

The Extended Life Filter Bags (POEX/PEEX) will provide outstanding performance on any type of contaminant (i.e. gels, particles with a wide range of sizes and particles with various and irregular shapes). The coarse pre-filtering layer is designed to provide long service life, capturing a large amount of contaminants, without excess surface loading. The POEX and PEEX have been proven to hold at least twice the amount of contaminants as a standard felt bag, thereby reducing waste volumes and bag changes. The Extended Life Filter Bag is ideal for automotive coatings, chemicals, resins, edible oils and other fluid applications.



Filter Fabric Qualities

Fabric	Cotton	Polyester	Glass	Nylon	Nomex	Polypropylene
Specific Gravity	1.55	1.38	2.56	1.14	1.14	0.9
Tensile Strength	44 - 109	64 - 124	200 - 215	58 - 128	58 - 128	50 - 85
Abrasion & Flex	Fair	Very Good	Poor	Excellent	Very Good	Very Good
Weak Acids	Poor	Very Good	Excellent	Fair	Fair	Excellent
Strong Acids	Poor	Good	Good	Poor	Poor	Excellent
Weak Alkali	Excellent	Good	Fair	Excellent	Excellent	Excellent
Strong Alkali	Excellent	Poor	Poor	Excellent	Excellent	Excellent
Solvents	Good	Good	Excellent	Good	Good	Fair
Temperature (F°)	200 - 240°	275 - 325°	500 - 600°	275 - 300°	400 - 450°	200 - 220°

Filter Bag Data

Bag Size	1	2	3	4	XGT	XL
Surface Area Per Bag (ft2/m2)	2.0/0.19	4.4/0.41	0.5/0.05	1.0/0.9	2.0/0.19	5.3/0.49
Volume Per Bag (gal*/liter)	2.1/7.9	4.6/17.3	0.37/1.4	0.67/2.5	2.1/7.9	5.5/0.51
Bag Diameter (inch/cm)	7.0/17.8	7.0/17.8	4.0/10.2	4.0/10.2	6.0/15.2	9.25/23.5
Bag Length (inch/cm)	16/40.65	32.0/81.3	8.25/20.9	14.0/35.5	22/55.9	32/81.3
FSI Filter Vessel Model Number	FSPN-40 CBFP-11	FSPN-85 FSPN-250 CBFP-12 and all multi-hole vessels	FSPN-20 BFN-13	FSPN-35 BFN-14	X100B	XL234

Flow Rates of Filter Bags

In most filtration applications, fluid viscosities do not exceed 50cps. Using the following Flow Rates Per #2 Size Bag as a guide, the suggested flow rates should result in a CLEAN Pressure Drop under 2 PSID.

Material Used	Micron Rating	Flow Rate (GPM)
Felt	1 & 3	80 GPM/#2 BAG
Felt	5 THRU 200	120 GPM/#2 BAG
Mesh	1, 3, 5 & 100	100 GPM/#2 BAG
Mesh	25 THRU 100	125 GPM/#2 BAG
Mesh	150 THRU 800	150 GPM/#2 BAG
Microfiber	1A and 2A	60 GPM/#2 BAG
Microfiber	10A, 25A, 90A & 0A	80 GPM/#2 BAG

P2S - NSW F PENC 001

15.54 GPM

KERRY

Micron Rating & Availability

Micron Availability		Micron Rating																	
Fiber	Material	1	3	5	10	25	50	75	100	150	200	250	300	400	500	700	1000	1500	
Polyester Felt	Felt																		
Nylon	Felt																		
Polypropylene	Felt																		
Teflon®	Felt																		
High Temperature	Felt																		
Polypropylene	Microfiber																		
Nylon	Monofilament Mesh																		
Polypropylene	Monofilament Mesh																		
Polyester	Multifilament Mesh																		

FSI Filter Bags for Consistent Performance

Our exclusive advanced design makes the difference

FSI Polyloc® bags employ patented design features for added convenience and positive sealing. The Polyloc top, together with the Polyloc Snap-fit Ring, creates a hermetic seal within the vessel housing to prevent liquid bypass. The PolyWeld® welded seam design eliminates unfiltered liquid bypass occurring due to needle holes. The Snap-fit Ring can be installed in any new FSI FSPN/BFN series housing, as well as previously installed FS/FSPN housings. Polyloc bags are fully combustible. FSI offers a full line of single- and multi-layer bags. Covers and fiber-free finishes are available. Call us for your special applications. Our sales engineers analyze your filtration needs fully before making any product suggestions. And our nationwide distribution network facilitates quick response to your order.

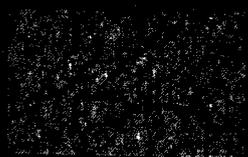
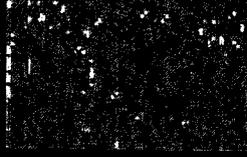
BUILT-IN HANDLES
speed and simplify bag
installation and removal

PATENTED POLYLOC
one-piece molded top heat
welded to media to eliminate
needle holes



ULTRA-FINE MEDIA
Eliminate the need for
pre-filtration media
with our ultra-fine
polypropylene bags

**NON-CONDUCTIVE
POLYESTER**
Available for use in applications
where electrical conductivity
is a concern



POLYPROPYLENE MATERIAL
is a specially designed melt blown
polypropylene fiber with excellent
oil absorbing characteristics.

SYNTHETIC FIBERS
provide clean, dry, and highly
stable working conditions that can
exceed most other bags.

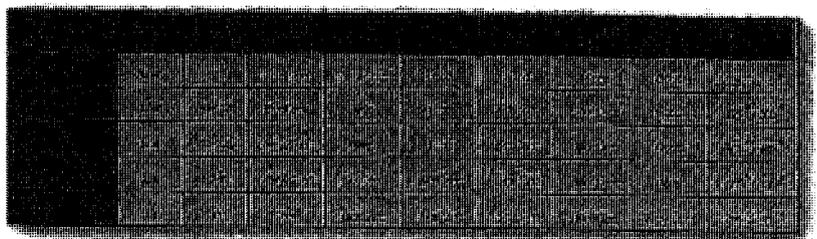
MULTI-FILAMENT MESH
is a woven fabric. Each thread of
the fabric consists of many smaller
diameter threads twisted together.
Makes a low cost, disposable bag.

MULTI-LAYER WOVEN FABRIC
is a woven fabric with evenly-
spaced holes. Each thread is a
single filament. Excellent strength.
No fiber migration.

Providing Consistent Performance

The FSI PONG filter bag is one of the most versatile and popular bags on the market. Made from a non-inserted polypropylene felt with a glazed surface finish, the standard bag incorporates the Polyloc® ring and is available with the PolyWeld® welded seam design. The PENG filterbag is made from non-inserted polyester, and can be ordered with the polyester Polyloc ring.

Filter Fabric Properties Physical - Chemical - Temperature



THIS IMAGE ILLUSTRATES THE POLYLOC SNAP-FIT RING DESIGN WHICH HELPS TO PREVENT LIQUID BYPASS.

13.4.3 Application for Section 40 Certificate Under the Liquor Control Act 1988 (WA)

DATE:	28/04/2015
PROPONENT:	Canford Hospitality
LOCATION:	Lot 555 (116) Coolibah Drive, Kununurra
AUTHOR:	Roy Adam – Planning Officer
REPORTING OFFICER:	Louise Gee, Acting Chief Executive Officer
FILE NO:	A1147P
DECLARATION OF INTERESTS:	N/A

PURPOSE

The applicant, Canford Hospitality, acting on behalf of Kununurra Liquor Pty Ltd, has submitted a section 40 certificate application subsequent to the *Liquor Control Act 1988*. This will accompany a forthcoming application to the Department of Racing, Gaming and Liquor (DRGL) for a liquor store, at Lot 555 Coolibah Drive, Kununurra (Attachment 1 – s40 Application).

BACKGROUND

The s40 certificate is to provide information on the status of the proposed use in regards to the planning laws of the local government. These laws (or statutes) are in the form of Town Planning Scheme No. 7. As stipulated in the Act, the local government may state on the certificate that a proposed use: Will comply, will comply conditionally, or will not comply with the Scheme.

At the Ordinary Council Meeting of 24 March 2015 a planning application for a Liquor Store was approved for the premises at Lot 555 Coolibah Drive, Kununurra (Minute No. 10840). The proposal also sought a change of use from an Office use.

Council resolved to approve the application subject to several conditions:

1. Development shall be in accordance with the approved plan(s) and subject to any modifications required as a consequence of any conditions of this approval. The endorsed plans shall not be modified or altered without the prior written approval of the local government.
2. The building, paved areas, drainage, fencing/walls, line-marking, painted directional signage, lighting and landscaped areas associated with the approved development must be kept and maintained to the satisfaction of the Shire.
3. The amenity of the area must not be detrimentally affected by the use or development through the:
 - 3.1 Transport of materials, goods or commodities to or from the land;
 - 3.2 Appearance of the building, works, or materials;
 - 3.3 Emission of noise, artificial light, vibration;
 - 3.4 Littering of packaging or other waste materials.
4. That appropriate external lighting shall be installed across the site to ensure the safety of patrons is maintained at all times, to the reasonable satisfaction of the Shire.

5. That all external lighting of the site, including car parking areas and buildings, shall be designed and constructed to conform with Australian Standards and must be located, directed and shielded and of such limited intensity that no nuisance or loss of amenity is caused to any person beyond the site.
6. All existing vegetation shown on the approved plan being retained and garden areas maintained to the satisfaction of the Shire.
7. All new pipes, fixtures, fittings and vents servicing any building on the site must be concealed in service ducts or otherwise hidden from view to the satisfaction of the Shire.
8. Prior to commencement of the use one bicycle rack/hanger must be provided on the land, or equivalent contribution made, to the satisfaction of the Shire.

Advisory Note:

Council has approved the proposed change of use on planning grounds and in light of its limitations in assessing social and health impacts. The Kununurra Wyndham Liquor Accord exists to assist in that regard; however it is a voluntary agreement. The Council strongly recommends and encourages liquor retailers to be members of the accord and participate in the identified strategies of the accord, such as the Take Away Management System (TAMS) program.

STATUTORY IMPLICATIONS

Liquor Control Act 1998

Section 40 certificates may be required for all new liquor licensing applications and applications for any alterations to existing licensed premises, including hotels, taverns, cabarets, liquor stores, special facility licences, restaurants and club licences. In practice The Department will always require the s40 certificate to be signed prior to accepting an application.

Legislative requirements relating to the *Local Government Act 1995*, the *Planning and Development Act 2005*, or any other Act, Local Law or Regulations have been complied with in the processes leading up to this item. It should be noted additionally that the proposed activity will be required to comply with the requirements of the *Health Act 1911* and the Shire's Health Local Laws 2003, once the fit out of the store interior occurs.

POLICY IMPLICATIONS

Nil.

FINANCIAL IMPLICATIONS

A fee of \$112 applies to s40 certificate applications. This has been paid by the applicant.

STRATEGIC IMPLICATIONS

There are no Strategic Implications in relation to this report.

COMMUNITY ENGAGEMENT

The Shire of Wyndham East Kimberley's CP/GOV-3100 Community Engagement Policy has been considered in relation to this item.

No community engagement is required

COMMENT

A s40 application ensures that planning compliance has occurred. This is useful as a liquor licence application may not have required planning approval by other means, such as via a change of use or new development proposal.

In this particular instance, a planning approval (DA110/14) has recently been issued for the subject lot, and no changes to the statutory planning framework have occurred in the intervening time period.

It is noted that the Shire will have an opportunity to respond to the liquor licence application process in the future. A liquor licence application process requires public advertising, undertaken by DRGL. At that time, the local government has an opportunity to make comment on the broad range of environment and social matters that must be considered in accordance with the *Liquor Control Act 1988* (Attachment 1 – Liquor Licence Application Process).

It is noted that regarding public interest matters, there is a clear onus of proof for applicants to establish the merit of their application; s38(2) of the *Liquor Control Act 1988* states that “an applicant ... must satisfy the licensing authority that granting the application is in the public interest.” Subsequently the applicant may be required by DRGL to submit a Public Interest Assessment (Attachment 2 – Satisfying the Public Interest Test).

In respect of the s40 certificate, no further planning requirements are considered necessary beyond those of the approval for a liquor store of 24 March 2015.

ATTACHMENTS

Attachment 1 - s40 Application
Attachment 2 - Liquor Licence Application Process
Attachment 3 - Satisfying the Public Interest Test

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council approves the application for a section 40 certificate under the *Liquor Control Act 1988* (WA) and authorises to the Acting Chief Executive Officer to complete and sign the form accordingly.

COUNCIL DECISION

Minute No. 10908

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

That Council approves the application for a section 40 certificate under the *Liquor Control Act 1988* (WA) and authorises to the Acting Chief Executive Officer to complete and sign the form accordingly.

Carried Unanimously 7/0

Cr D Spackman enters the Chambers at 8.46pm

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

Wednesday, 18 March 2015

Dear Sir/Madam,

**RE: Application for a section 40 certificate
 Liquor Barons Kununurra
 116 Coolibah Drive, Kununurra WA 6743**

Our client, Kununurra Liquor Pty Ltd has instructed us to lodge an application to the Director of Liquor Licensing for a liquor store licence for the above premises. For this they require a Section 40 planning certificate from the Shire of Wyndham East Kimberley.

For this application, the applicant attaches the following documents:

1. A completed section 40 application form; and
2. A copy of the proposed liquor store floor and site plan
3. The fee for this application is \$105. The applicant wishes to pay this fee by credit card over the phone. Could you please call Mr Adam Quinn on 0434 860 135 for payment of this fee?

A development application for this premises was lodged with the Shire on 21/11/14.

The proposed Liquor Barons Kununurra will trade in accordance with the permitted trading hours for liquor stores not located in the Perth Metropolitan Region and in accordance with the liquor restrictions in place in Kununurra as shown in the table below:

Day	When	
	Open	Close
Monday - Saturday	12.00 pm	8.00 pm
Sunday	No permitted trading hours	
Good Friday	No permitted trading hours	
Christmas Day	No permitted trading hours	
Anzac Day	12.00 Noon	8.00 pm

Yours sincerely,



Sarah Kiniti
 Canford Hospitality Consultants Pty Ltd

THIS SECTION MUST BE COMPLETED BY THE APPLICANT BEFORE SUBMISSION TO THE LOCAL AUTHORITY

APPLICATION DETAILS

Category and Type of Licence: LIQUOR STORE LICENCE

Nature of application and an outline of proposed use of the premises: LIQUOR STORE

In the case of a *SPECIAL FACILITY LICENCE* application:-

(a) For what purpose is the licence sought? (Refer to Regulation 9A of the *Liquor Control Regulations 1989*)

(b) What trading hours are sought?

Monday:	.....	am/pm	to	.....	am/pm
Tuesday:	.....	am/pm	to	.....	am/pm
Wednesday:	.....	am/pm	to	.....	am/pm
Thursday	.....	am/pm	to	.....	am/pm
Friday	.....	am/pm	to	.....	am/pm
Saturday	.....	am/pm	to	.....	am/pm
Sunday	.....	am/pm	to	.....	am/pm

(c) Is approval sought to sell and supply liquor on:-

Christmas Day YES NO Good Friday YES NO Anzac Day YES NO

(d) Is approval sought to sell liquor for consumption off the licensed premises? YES NO

(e) Please detail the trading conditions sought and provide an outline on how it is proposed the premises will operate (attach separate submission if necessary):

.....
.....
.....

LIQUOR CONTROL ACT 1988 CERTIFICATE OF LOCAL PLANNING AUTHORITY – SECTION 40

Reverse side to be completed by applicant BEFORE SUBMISSION TO THE LOCAL AUTHORITY

THIS SECTION TO BE COMPLETED BY THE LOCAL AUTHORITY

I, (full name)

being the

(Title)

for the

(Name of Local Planning Authority)

with respect to an application by

(Name of applicant)

hereby certify that the premises known as

and situated at

Post Code.....

will comply with all relevant planning laws, namely;

OR

would comply with the relevant planning laws if consent were to be given by the following authority;

(i) It is not known whether the authority will give their consent; or

(ii) It is known that the authority will give that consent subject to the following probable condition/restrictions;

OR

will not comply with the relevant planning laws for the following reasons:-

Dated the day of

Signature of Authorised Officer

A3 SHEET

NOTE: This is an AutoCAD generated drawing and should not be scaled from.

REV.	AI	DATE	DESCRIPTION
02	03.03.2015	GR	BUCKLE BACK ADDED
01	04.02.2015	GR	BASE PLAN AMENDED
00	21.11.2014	GR	ISSUED FOR APPROVAL
AI		GR	ISSUED FOR DISCUSSION
		GR	
		INT	

Canford Hospitality Consultants Pty Ltd

P: (08) 9270 2708
F: (08) 9270 2908
M: 0417 910 009

or admin@canford.com.au
Postal: PO Box 389, Gaudford, WA 6105
Office: Suite 17, 151 James Street, Gaudford

DOCUMENTED BY:

Suite 2, 4 Sarah Way,
Bentley, WA 6102
Ph: +61 8 9470 7700
Fax: +61 8 9470 7750
E-mail: info@perthcad.com.au

PERTH CADCENTRE

CLIENT: Mr Antony Martin & Mr Adam Quinn

PROJECT: 116 Coolibah Dr, Kununurra
Proposed Liquor License Application

DRAWING TITLE: PROPOSED LICENSE AREA FLOOR PLAN

AREA LEGEND

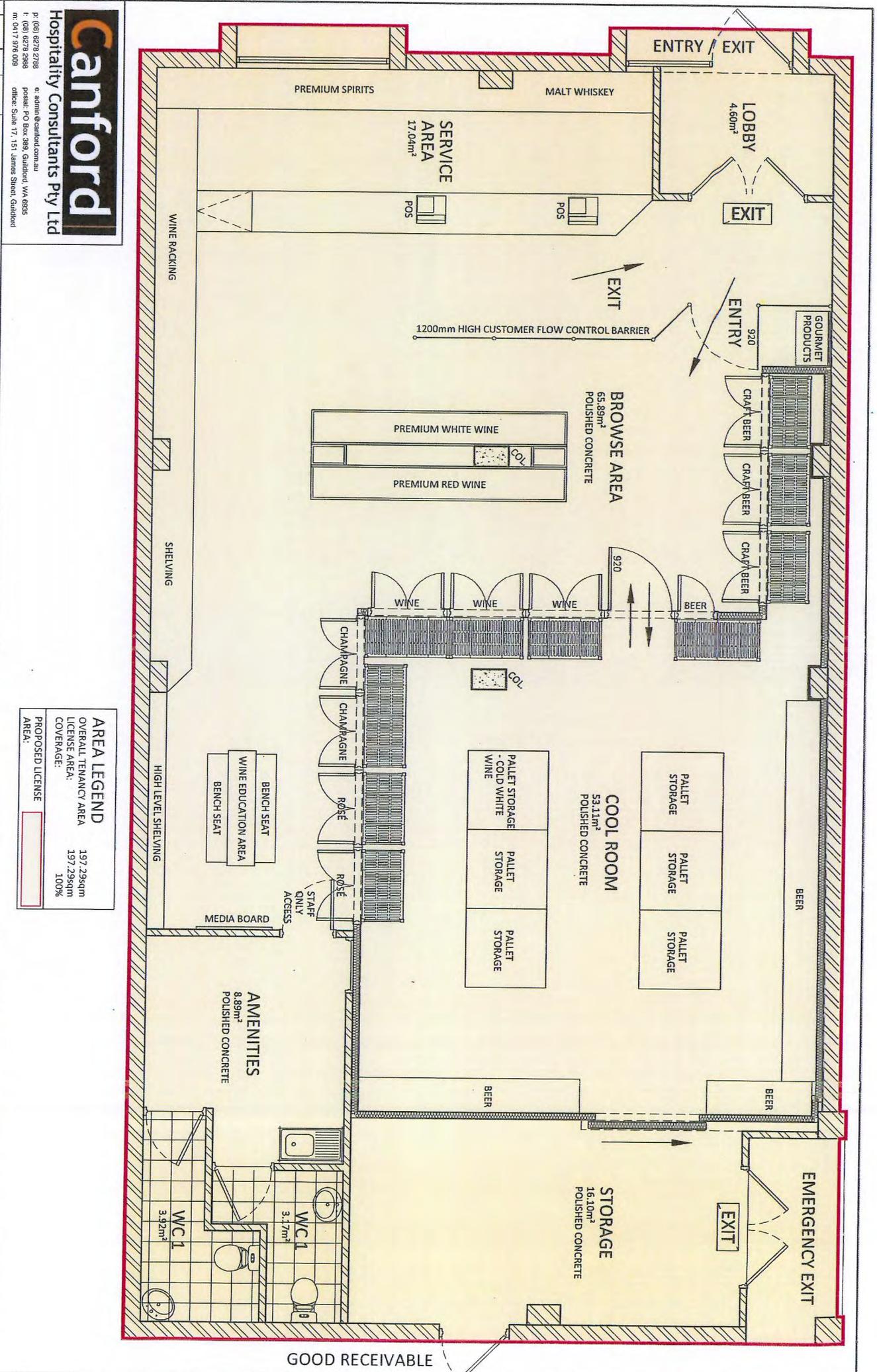
OVERALL TENANCY AREA	197.29sqm
LICENSE AREA:	197.29sqm
COVERAGE:	100%
PROPOSED LICENSE AREA:	

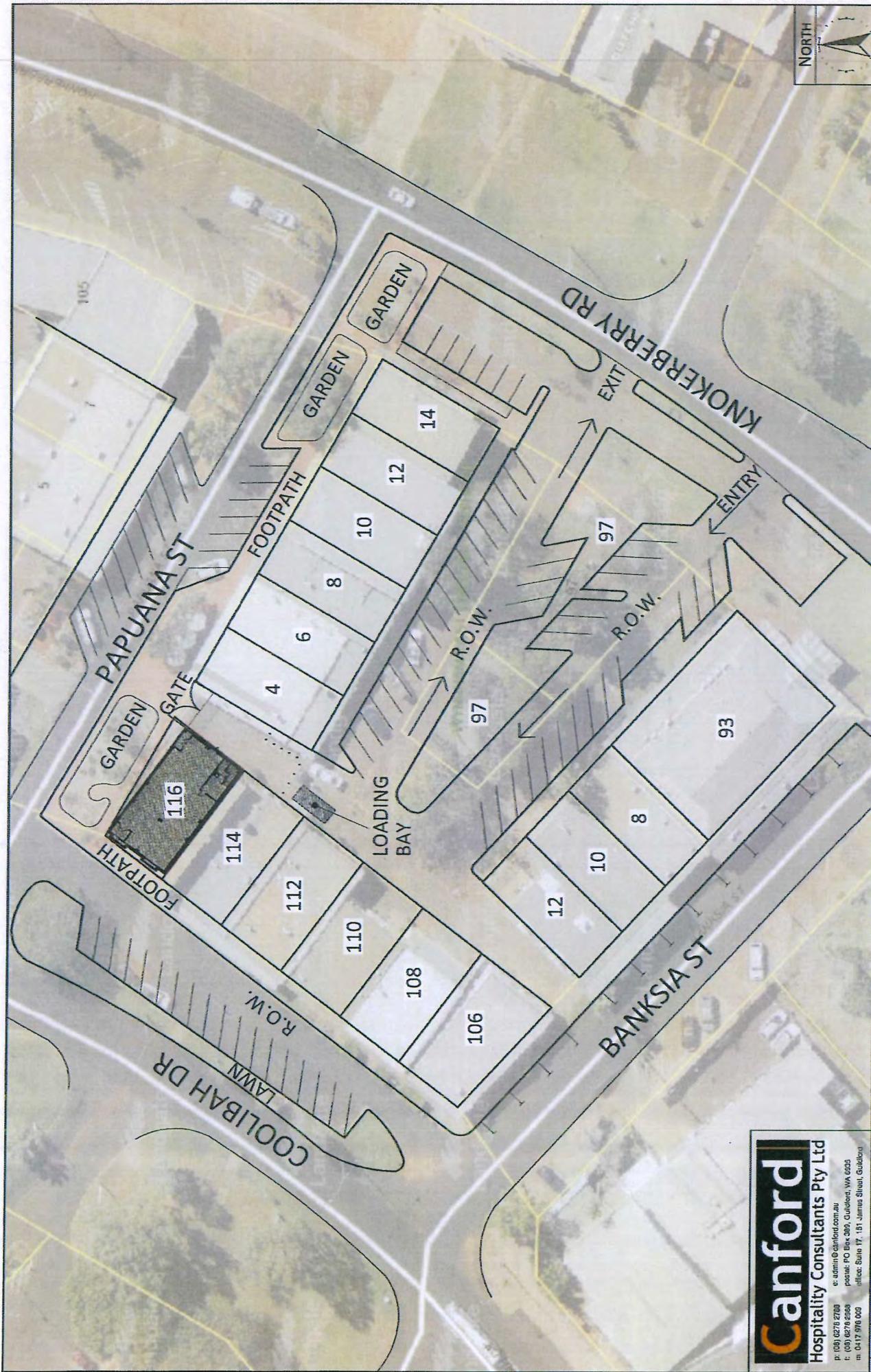
DRAWN: GR
CHECKED: PC
SCALE: 1:50

DATE CREATED: 19.11.2014
DATE: 03.03.2015
REV/NO: 02

JOI No. 14401

DRAWING No. **L01**





Canford
 Hospitality Consultants Pty Ltd
 p: (08) 9278 2789 e: admin@canford.com.au
 f: (08) 9278 2858 p: PO Box 389, Guildford, WA 6103
 m: 017 976 000 o: 17, 1st James Street, Guildford

DATE QUATED	19.11.2014	CHECKED	PC
SCALE	1:500	DATE	10.02.2015
REV No.	01	JOB No.	14401
DRAWN	GR	DATE	10.02.2015
DATE	19.11.2014	SCALE	1:500
REV No.	01	REV No.	01
DRAWING No.	01	REF.	

CLIENT: Mr Antony Martin & Mr Adam Quinn
 PROJECT: 116 Coolibah Dr, Kununurra
 DRAWING TITLE: Proposed Liquor License Application
 OVERALL SITE PLAN

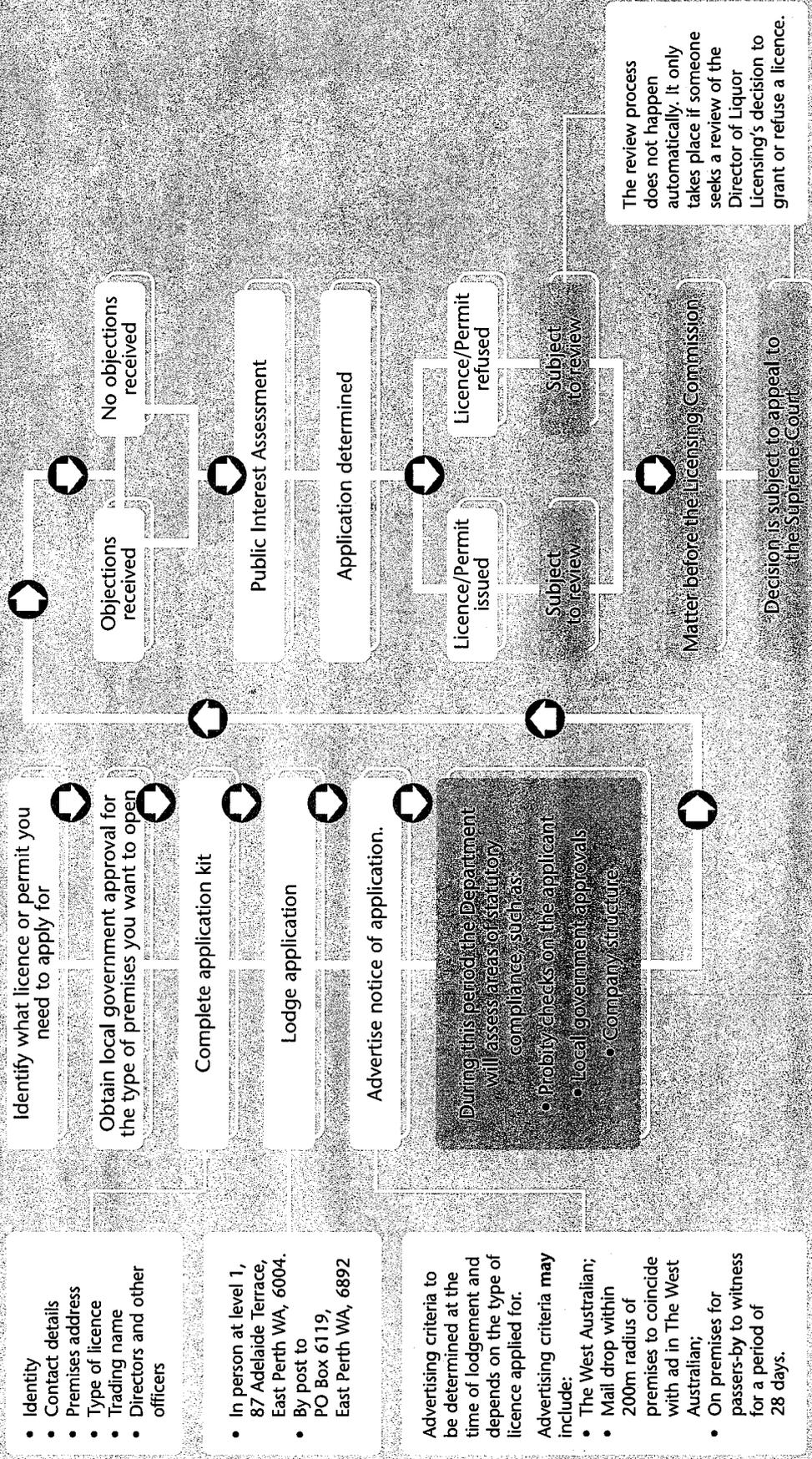
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 E-mail: info@perthcad.com.au

REV.	DATE	DESCRIPTION	INT.
01	04.02.2015	BASE PLAN AMENDED	GR
00	21.11.2014	ISSUED FOR APPROVAL	GR
01	04.02.2015	BASE PLAN AMENDED	GR
00	21.11.2014	ISSUED FOR APPROVAL	GR
01	04.02.2015	BASE PLAN AMENDED	GR
00	21.11.2014	ISSUED FOR APPROVAL	GR

NOTE: This is an AutoCAD generated drawing and should not be scaled from.

THE APPLICATION PROCESS



SATISFYING THE PUBLIC INTEREST TEST

All liquor licence applications must satisfy the public interest test, the purpose of which is to ensure that licences are granted in the best interests of the public and are consistent with the objectives of the Act.

In determining each application, the licensing authority must consider a number of key public interest factors.

To do this, the licensing authority will take into account:

- the harm, or ill-health that may be caused to people from the use of liquor;
- the impact on the amenity of the locality where the licensed premises, or proposed licensed premises, is situated;
- whether offence, annoyance, disturbance or inconvenience might be caused to people who live or work in the vicinity; and

- any other matter stipulated in the *Liquor Control Regulations 1988*.

Each factor will have different levels of relevance depending on the location of premises and on the type of licensed venue proposed. As a result, the licensing authority has wide discretion to determine what supportive documents and information may be used in satisfying the public interest test.

Different licences have varying levels of impact

Licensed premises such as hotels, nightclubs and liquor stores generally have a greater impact on their surrounding communities than other venue types.

Therefore, the expectation is that applicants for these types of licences will be required to supply supporting information that covers a wider and more detailed scope of public interest issues.

13.4.4 Endorsement of Draft Reviewed Policy CP_PMG-3780 Leasing of Council Managed Reserve

DATE:	28/04/2015
PROPONENT:	Shire of Wyndham East Kimberley
AUTHOR:	Wayne Richards, Manager Community Services
REPORTING OFFICER:	Louise Gee, Director Community Development
FILE NO:	CM.11.2
DECLARATION OF FINANCIAL INTERESTS:	N/a

PURPOSE

For Council to endorse public advertising of the reviewed Community Lease Policy CP_PMG-3780 Leasing of Council Managed Reserve

BACKGROUND

CP_PMG-3780 Leasing of Council Managed Reserve Land was adopted in May 2012. This policy informed the processes and content of all Shire leases, both community and commercial.

Through this review process it was identified that as the objectives and processes of community and commercial leases are very different from each other, separate policies would be drafted for community and commercial leases.

The Draft Reviewed Policy is attached (attachment 1); significant changes from the existing policy are highlighted in yellow.

STATUTORY IMPLICATIONS

This item complies with the Local Government Act 1995

3.58. Disposing of property

- (1) In this section —
dispose includes to sell, lease, or otherwise dispose of, whether absolutely or not;
property includes the whole or any part of the interest of a local government in property, but does not include money.
- (2) Except as stated in this section, a local government can only dispose of property to —
 - (a) the highest bidder at public auction; or
 - (b) the person who at public tender called by the local government makes what is, in the opinion of the local government, the most acceptable tender, whether or not it is the highest tender.
- (3) A local government can dispose of property other than under subsection (2) if, before agreeing to dispose of the property —
 - (a) it gives local public notice of the proposed disposition —
 - (i) describing the property concerned; and
 - (ii) giving details of the proposed disposition; and

- (iii) inviting submissions to be made to the local government before a date to be specified in the notice, being a date not less than 2 weeks after the notice is first given;
 - and
 - (b) it considers any submissions made to it before the date specified in the notice and, if its decision is made by the council or a committee, the decision and the reasons for it are recorded in the minutes of the meeting at which the decision was made.
- (4) The details of a proposed disposition that are required by subsection (3)(a)(ii) include —
- (a) the names of all other parties concerned; and
 - (b) the consideration to be received by the local government for the disposition; and
 - (c) the market value of the disposition —
 - (i) as ascertained by a valuation carried out not more than 6 months before the proposed disposition; or
 - (ii) as declared by a resolution of the local government on the basis of a valuation carried out more than 6 months before the proposed disposition that the local government believes to be a true indication of the value at the time of the proposed disposition.
- (5) This section does not apply to —
- (a) a disposition of an interest in land under the *Land Administration Act 1997* section 189 or 190; or
 - (b) a disposition of property in the course of carrying on a trading undertaking as defined in section 3.59; or
 - (c) anything that the local government provides to a particular person, for a fee or otherwise, in the performance of a function that it has under any written law; or
 - (d) any other disposition that is excluded by regulations from the application of this section.

POLICY IMPLICATIONS

This item seeks to amend and update CP_PMG-3780 Leasing of Council Managed Reserve Land.

FINANCIAL IMPLICATIONS

The recommended commencement annual rental for community leases detailed in the Policy has not changed from \$500.00 per annum.

This policy will be considered when undertaking all existing community lease rent reviews.

STRATEGIC IMPLICATIONS

Strategic Community Plan 2012-2022

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

COMMUNITY CONSULTATION

The Shire of Wyndham East Kimberley's CP/GOV-3100 Community Engagement Policy has been considered in relation to this item.

Engagement will take place in accordance with the Shire's Community Engagement Guidelines and will include:

Public advertisement of the draft reviewed CP_PMG-3780 Leasing of Council Managed Reserve – Community

COMMENT

The objectives of CP_PMG-3780 Leasing of Council Managed Reserve Land – Community are to:

- Ensure Community leases maximise benefit to the community of the Shire of Wyndham East Kimberley by supporting community organisations in the provision of services, facilities and events.
- Ensure the economic and environmental impact of community leases on the Shire and the community is considered.
- Encourage clarity and consistency in the Shire's community leases and associated processes.
- Promote equity across all Shire community leases without favour or prejudice to individual organisations.
- Ensure assets leased to community organisations are well maintained to maximise sustainability, promote safety and maximise community benefit.
- Minimise risk to the Shire, financial or litigious, resulting from Community leases.
- Promote collocation and multipurpose development, where practicable, and strategic development of community facilities based on future requirements of the land and community needs.
- Ensure the value of community leases and Shire contribution to the community through community leases is recognised.

As stated in the background, the Draft Reviewed Policy is attached (attachment 1); and significant changes from the existing policy are highlighted in yellow.

Council is asked to note an amendment to point 8.13 from the draft that was presented at the 23 April Briefing Session regarding the commencement date from:

“the commencement date will be a date agreed to by both parties at the formal acceptance of the final draft”

to

“the commencement date of the subsequent lease will be the date of the formal acceptance of the final draft.”

ATTACHMENTS

Attachment 1 - Draft Reviewed Policy CP_PMG-3780 Leasing of Council Managed Reserve

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council endorse the reviewed Policy CP_PMG-3780 Leasing of Council Managed Reserve – Community for public advertisement for a period of 28 days.

AMENDMENT

Cr D Spackman moves the Officer's Recommendation with the following amendments to the Draft Reviewed Policy:

- Delete point 8.4
- Amend point 7 to read "The Shire at its discretion may request and assist with the preparation of the submission of a...."

Cr K Wright seconds the amendment.

COUNCIL DECISION

Minute No. 10909

Moved: Cr D Spackman

Seconded: Cr K Wright

That Council suspends standing orders 7.5 Limitation on Number of Speeches.

Carried 7/1

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

Cr D Learbuch, Cr R Dessert

Against: Cr J Moulden

Council suspends standing orders 7.5 Limitation of Number of Speeches at 8.56pm.

FORESHADOWED MOTION

Cr K Wright foreshadows a motion to move the Officer's Recommendation with the following amendments to the Draft Reviewed Policy:

- Amend point 7 to read "The Shire at its discretion may request and assist with the preparation of the submission of a...."

COUNCIL DECISION

Minute No. 10910

**Moved: Cr G Taylor
Seconded: Cr B Robinson**

That Council resumes Standing Orders 7.5 Limitation of Number of Speeches.

Carried Unanimously 8/0

Council resumes Standing Orders 7.5 Limitation of Number of Speeches at 8:59pm.

COUNCIL DECISION

Minute No. 10911

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

That Council endorse the reviewed Policy CP_PMG-3780 Leasing of Council Managed Reserve – Community for public advertisement for a period of 28 days. With the following amendments to the Draft Reviewed Policy:

- **Delete point 8.4**
- **Amend point 7 to read “The Shire at its discretion may request and assist with the preparation of the submission of a....”**

Lost 3/5

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

Against: Cr J Moulden, Cr G Taylor, Cr B Robinson, Cr R Dessert, Cr D Learbuch

Cr K Wright moves his foreshadowed motion.

Cr D Spackman seconds the foreshadowed motion.

FORESHADOWED MOTION

Cr B Robinson foreshadows a motion to move the Officer’s Recommendation with an alteration.

COUNCIL DECISION

Minute No. 10912

Moved: Cr K Wright

Seconded: Cr D Spackman

That Council endorse the reviewed Policy CP_PMG-3780 Leasing of Council Managed Reserve – Community for public advertisement for a period of 28 days. With the following amendment to the Draft Reviewed Policy:

- **Amend point 7 to read “The Shire at its discretion may request and assist with the preparation of the submission of a....”**

Carried 5/3

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

Against: Cr J Moulden, Cr B Robinson, Cr R Dessert



POLICY NO	CP/PMG-3780	
POLICY	Leasing of Council Managed Reserve Land - Community	
RESPONSIBLE DIRECTORATE	Community Development	
COUNCIL ADOPTION	Date:	Resolution No:
REVIEWED/MODIFIED	Date:	Resolution No:
	Date:	Resolution No:
LEGISLATION	<i>Local Government Act 1995</i> <i>Local Government (Administration) Regulations 1996</i> <i>Local Government (Rules of Conduct) Regulations 2007</i>	
RELEVANT DELEGATIONS		

OBJECTIVES:

A community lease is an agreement between the Shire and an external organisation to manage a reserve or facility on behalf of the Shire and for the community. This agreement supports the organisation in conducting their activities/services, and in doing so, provides benefit to the wider community. In many cases this arrangement provides a service to the community that would otherwise not be available or would require significant Shire input.

The Shire of Wyndham East Kimberley seeks to support community groups in increasing capacity and improving facilities within the Shire that result in strengthening of the community helping to build vibrant, inclusive and healthy communities.

The objectives of this policy are to:

- Ensure Community leases maximise benefit to the community of the Shire of Wyndham East Kimberley by supporting community organisations in the provision of services, facilities and events.
- Ensure the economic and environmental impact of community leases on the Shire and the community is considered.
- Encourage clarity and consistency in the Shire's community leases and associated processes.
- Promote equity across all Shire community leases without favour or prejudice to individual organisations.
- Ensure assets leased to community organisations are well maintained to maximise sustainability, promote safety and maximise community benefit.
- Minimise risk to the Shire, financial or litigious, resulting from Community leases.
- Promote collocation and multipurpose development, where practicable, and strategic development of community facilities based on future requirements of the

1

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land and community needs.

- Ensure the value of community leases and Shire contribution to the community through community leases is recognised.

DEFINITIONS:

'Community Group' An entity that carries on activities for a public purpose, or another entity whose primary object is not directed at making a profit.

'Lease' A grant of interest in land

'Licence' Deed of agreement allowing for occupation of a parcel of land on a non-exclusive use basis. A licence is not an interest in land. As a matter of law, it simply authorises what would otherwise be a trespass. Licences do not provide the security of tenure offered under a lease agreement and can be cancelled without notice on provision of suitable grounds to do so.

POLICY STATEMENT/S:

Scope & Limitations

This policy proposes to outline standard lease provisions and guiding principles for the lease of Reserves vested in the Shire of Wyndham East Kimberley to bodies exempt from the requirements of Section 3.58 of the Local Government Act 1995 by Regulation 30 (2) (b) of the Local Government (Functions and General) Regulations 1996, being charitable, benevolent, religious, cultural, educational, sporting or other like nature bodies, whose members are not entitled or permitted to receive any pecuniary profit from the bodies' transactions.

All leases are subject to the final approval of the Minister for Lands.

Background

Under the *Land Administration Act 1997*, the Shire has been granted the care, control and management of numerous parcels of Reserve land which is set aside for various recreational and community purposes, along with the power to lease. As such, the Shire leases this Reserve land to various community groups, clubs, and recreational bodies for the purpose of supporting community use and providing community benefit.

Leases provide exclusivity and security of tenure. Leases are in most cases viewed favourably, if not essential, by some funding providers for capital works grants. The security of tenure encourages lessees to develop and maintain facilities and lease sites for the benefit of their members, an ultimately the wider community.

The exclusivity of a lease does have disadvantages. Leases generally do not encourage collocation or shared facility use and can discourage the development of multipurpose facilities. Such partnership and shared facilities promote more efficient use of space and facilities maximising community asset utilisation. In certain situations therefore, it may be more appropriate for an arrangement for a non-exclusive use of the land or buildings through a licence. This would then allow and encourage greater use and access by a number of clubs/community groups and the general public, as practicable.

It is noted that all community leases that are located on a foreshore must have a 10m buffer. In such cases it is appropriate for the Shire to issue a license maintaining access for pedestrians and for passive recreational purposes.

Guiding Statement

This lease provides the opportunity for the lessee to provide service(s) to the Community of the Shire of Wyndham East Kimberley. In some cases these services may not otherwise be provided or, would require funding from the Shire.

As community benefit is a key objective of this policy, Community leases should include mechanisms and terms that actively encourage benefit to the community. Lessees can promote community benefits through:

- Operating as per their permitted use and constitution
- Encouraging membership and participation
- Ensuring accessibility where appropriate

Policy Statement:

Standard terms of Shire of Wyndham East Kimberley Community Leases are:

1. PERMITTED USE

Permitted use of a lease should be consistent with the purpose of (and management order for) the reserve land and the zoning of the land.

Incidental and ancillary use may be permitted to allow the community group to generate some profit and increase capacity, subject to the profit supporting the community use, and to allow for increased community use of the land as appropriate.

2. LEASE TERM

Standard lease term will be 10 years.

A longer lease term may be granted at the discretion of Council if the lessee can demonstrate the need for this extended term, as well as the financial sustainability to meet this need, through the lodgement of a business plan.

3. LEASE RENT

Commencement rental will be \$500 per annum, excluding GST.

Rent review period for community leases will be every 3 years, unless otherwise determined by Council.

4. DEVELOPMENT

Authorisation for any proposed development on leased land should be sought from the Shire prior to the submission of formal planning and building permit applications. The basis of such 'pre-approval' is to allow the Shire to determine the community need(s) based on long term strategic relevance and planning, which will help to avoid duplication

and identify opportunities for collocation and multipurpose developments. Business plans prepared by community groups will assist in identifying proposed future development and opportunities for collocation.

At the conclusion of a lease, any buildings or infrastructure not removed from the lease site will become the property of the Shire, for the disposal or retention at the Shire's discretion and associated costs may be recovered from the lessee.

5. MAINTENANCE REQUIREMENTS

The lessee will be responsible for all maintenance for buildings, infrastructure or fixtures on the lease site.

6. COMMERCIAL ACTIVITY

It is recognised that in certain circumstances it is appropriate for the leased community facility to be utilised to generate profit, where that profit is used to support the lessee.

Council shall determine when profit-generating uses are acceptable having regard for the following:

- The use is ancillary and/or complementary to the main use
- The use is supported by the Reserve purpose
- The use provides an additional service not otherwise provided
- The community benefit outweighs the competitive advantage
- The use does not contravene any written law
- The use is not considered a nuisance or an unacceptable negative impact
- If the use is competing with a commercial enterprise

Generally acceptable uses include:

1. Room or venue hire (for a limited time) for workshops, presentations, and functions generally; and
2. Food and beverage sales to members, and also to spectators during sporting events where planning, health and liquor licensing approvals have been obtained.

Any use outside what is generally acceptable will require consideration by Council, and if approved may affect determination of the annual lease rent.

7. BUSINESS PLANS

The Shire at its discretion may request the submission of a business plan with any application to lease Shire managed land.

The development of a long term business plan is a key aspect in the setting of strategic direction and objectives for a group or activity and the associated planning, timeframes and resources required to achieve the strategic goals. It can also assist the sustainability and development of a group or activity.

A business plan in relation to lease proposals should, as a minimum, outline:

- long term plans or strategic direction over the next 10 years or more

- detail with respect to infrastructure (buildings and associated works) needs,
- long term objectives with regard to current and potential future land use, and
- long term financial objectives – to promote financial sustainability

Business plans may assist in identifying opportunities for collocation and multipurpose development, and will be required in instances where there is a strategic future requirement for the land or a longer lease term is sought.

8. GENERAL

8.1 Collocation arrangements will be actively encouraged to ensure maximum community utilisation and benefit is obtained from limited community facilities.

8.2 Leases will only be granted over areas required for exclusive use. Any areas that can be used jointly or by the general public i.e. for access, parking, ablutions etc., will only be licenced.

8.3 Lessees are required to comply with all laws and statutory requirements which are imposed throughout the term of the lease.

8.4 Cost of the lease preparation (including advertising costs, valuations, legal fees), stamping and registration are to be met by the lessee.

8.5 Any utility charges, rates and taxes levied against the land are to be paid by the lessee.

8.6 It is strongly advised that the Lessee take out and maintain contents insurance for the contents within the leased premises.

8.7 The lessee will hold public liability insurance to a minimum of \$10,000,000 indemnifying the Shire of Wyndham East Kimberley from any loss resulting from the lessees activities conducted within the leased premises.

8.8 Sub-leasing in principal is not supported unless it is required to enable multipurpose use of facilities or collocation. Sub-leasing agreements are not to be entered into without prior permission from the Shire and Minister for Lands.

8.9 Final Ministerial Approval will be required for all Crown land leases.

8.10 Registration of the lease will apply where required.

8.11 The lessee will be required to complete a report at the request of the Shire detailing club and building details.

8.12 The lessee may be approved by the lessor to remain in possession of the leased premises following the expiry of the lease. In such circumstances the lessee will be deemed to be a tenant at will on a month to month basis.

8.13 Where there is a period between the expiry of a lease and the commencement of a new lease, the commencement date of the subsequent lease will be the date of the formal acceptance of the final draft.

8.14 The Shire, as lessor, will insure all buildings and other improvements with the lessee to reimburse this amount to the Shire.

Outcomes

This policy has been developed to outline and adopt core principles and standard provisions to provide clarity and consistency, and inform decision making in relation to community leases and promote development of facilities that have long term strategic community benefit.

EXPLANATORY NOTES:

NA

APPLICATION/S:

This policy applies to all leases between the Shire of Wyndham East Kimberley and any not for profit, community organisation to manage a reserve or facility on behalf of the Shire and for the community.

Council decisions considering item 13.4.1 Kununurra Agricultural Society Lease:

VOTING REQUIREMENT

Absolute Majority

NOTE: President to call for a show of hands in favour (1/3 of members) to consider the revoking of Council decisions relating to Minute No. 10802 and Minute No. 10803 24 February 2015 Ordinary Council Meeting.

Show of hands in favour from:

Cr K Wright

Cr G Taylor

Cr D Learbuch

OFFICER'S RECOMMENDATION 1

That Council:

1. Revoke the Council decision Minute No. 10802 of the 24 February 2015 Ordinary Council Meeting:

“That Council subject to the payment in full of the invoice (\$10,000 plus GST) by Kununurra Agricultural Society Inc. or a signed special payment arrangement with Kununurra Agricultural Society for the above invoice (\$10,000 plus GST) offers the Kununurra Agricultural Society the amended Lease over portion of Reserve 29799, part Lot 504 Coolibah Drive, Kununurra, subject to the following:

- a) Lease term to be 21 years
- b) Commencement date to be 1 July 2012, from the expiry of the previous lease
- c) Minister of Lands approval.”

2. Revokes the Council decision Minute No. 10803 of the 24 February 2015 Ordinary Council Meeting:

“That Council subject to the payment in full of the invoice (\$10,000 plus GST) by Kununurra Agricultural Society Inc. or a signed special

payment arrangement with Kununurra Agricultural Society for the above invoice (\$10,000 plus GST) offers the Kununurra Agricultural Society the amended Lease over portion of Reserve 29799, part Lot 504 Coolibah Drive, Kununurra, subject to the following:

- a) Lease rent to start at \$750 per annum plus GST for Community Use only;
- b) Rent to be reviewed every 3 years starting from 1 July 2015, or at such time that a Caravan Park and Camping Ground licence is applied for
- c) Minister of Lands approval.”

COUNCIL DECISION

Minute No. 10913

Moved: Cr K Wright

Seconded: Cr B Robinson

That Council:

1. Revoke the Council decision Minute No. 10802 of the 24 February 2015 Ordinary Council Meeting:

“That Council subject to the payment in full of the invoice (\$10,000 plus GST) by Kununurra Agricultural Society Inc. or a signed special payment arrangement with Kununurra Agricultural Society for the above invoice (\$10,000 plus GST) offers the Kununurra Agricultural Society the amended Lease over portion of Reserve 29799, part Lot 504 Coolibah Drive, Kununurra, subject to the following:

- a) Lease term to be 21 years*
- b) Commencement date to be 1 July 2012, from the expiry of the previous lease*
- c) Minister of Lands approval.”*

2. Revokes the Council decision Minute No. 10803 of the 24 February 2015 Ordinary Council Meeting:

“That Council subject to the payment in full of the invoice (\$10,000 plus GST) by Kununurra Agricultural Society Inc. or a signed special

payment arrangement with Kununurra Agricultural Society for the above invoice (\$10,000 plus GST) offers the Kununurra Agricultural Society the amended Lease over portion of Reserve 29799, part Lot 504 Coolibah Drive, Kununurra, subject to the following:

- a) Lease rent to start at \$750 per annum plus GST for Community Use only;*
- b) Rent to be reviewed every 3 years starting from 1 July 2015, or at such time that a Caravan Park and Camping Ground licence is applied for*
- c) Minister of Lands approval.”*

Carried Unanimously 8/0

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION 2

That Council subject to the payment in full of the invoice (\$10,000 plus GST) by Kununurra Agricultural Society Inc. or a signed special payment arrangement with Kununurra Agricultural Society for the above invoice (\$10,000 plus GST) offers the Kununurra Agricultural Society the amended Lease over portion of Reserve 29799, part Lot 504 Coolibah Drive, Kununurra, subject to the following:

- a) Lease term to be 21 years
- b) Commencement date to be 1 April 2015
- c) Minister of Lands approval.

AMENDMENT

Cr K Wright moves the Officer's Recommendation with an amendment of part b to be 1 July 2015.

COUNCIL DECISION

Minute No. 10914

Moved: Cr K Wright

Seconded: Cr D Spackman

That Council subject to the payment in full of the invoice (\$10,000 plus GST) by Kununurra Agricultural Society Inc. or a signed special payment arrangement with Kununurra Agricultural Society for the above invoice (\$10,000 plus GST) offers the Kununurra Agricultural Society the amended Lease over portion of Reserve 29799, part Lot 504 Coolibah Drive, Kununurra, subject to the following:

- a) Lease term to be 21 years**
- b) Commencement date to be 1 July 2015**
- c) Minister of Lands approval.**

Carried 5/3

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

Against: Cr J Moulden, Cr G Taylor, Cr R Dessert

OFFICER'S RECOMMENDATION 3

That Council subject to the payment in full of the invoice (\$10,000 plus GST) by Kununurra Agricultural Society Inc. or a signed special payment arrangement with Kununurra Agricultural Society for the above invoice (\$10,000 plus GST) offers the Kununurra Agricultural Society the amended Lease over portion of Reserve 29799, part Lot 504 Coolibah Drive, Kununurra, subject to the following:

- a) Lease rent to start at \$750 per annum plus GST for Community Use only;
- b) Rent to be reviewed every 3 years starting from 1 April 2018, or at such time that a Caravan Park and Camping Ground licence is applied for
- c) Minister of Lands approval.

AMENDMENT

Cr K Wright moves the Officer's Recommendation with an amendment to part b) Rent to be reviewed every 3 years starting from 1 July 2018, or at such a time that a Caravan Park and Camping Ground licence is approved.

COUNCIL DECISION

Minute No. 10915

Moved: Cr K Wright

Seconded: Cr D Spackman

That Council subject to the payment in full of the invoice (\$10,000 plus GST) by Kununurra Agricultural Society Inc. or a signed special payment arrangement with Kununurra Agricultural Society for the above invoice (\$10,000 plus GST) offers the Kununurra Agricultural Society the amended Lease over portion of Reserve 29799, part Lot 504 Coolibah Drive, Kununurra, subject to the following:

- a) **Lease rent to start at \$750 per annum plus GST for Community Use only;**
- b) **Rent to be reviewed every 3 years starting from 1 July 2018, or at such time that a Caravan Park and Camping Ground licence is approved**
- c) **Minister of Lands approval.**

Carried Unanimously 8/0

13.5 CHIEF EXECUTIVE OFFICER

13.5.1 Use of Common Seal

DATE:	28/04/2015
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	Shire of Wyndham East Kimberley
AUTHOR:	Monika Tonkin, Executive Assistant
REPORTING OFFICER:	Louise Gee, Acting CEO
FILE NO:	N/A
DECLARATION OF INTERESTS:	Nil

PURPOSE

For Council to receive this report on the application of the Shire of Wyndham East Kimberley Common Seal for the period 19 March – 22 April 2015.

STATUTORY IMPLICATIONS

Shire of Wyndham East Kimberley, Standing Orders Local Law 2003

16. PART 16 – COMMON SEAL

16.1 The Council's Common Seal

- (1) The CEO is to have charge of the common seal of the Local Government, and is responsible for the safe custody and proper use of it.
- (2) The common seal of the Local Government may only be used on the authority of the Council given either generally or specifically and every document to which the seal is affixed must be signed by the President and the CEO or a senior employee authorised by him or her.
- (3) The common seal of the local government is to be affixed to any local law which is made by the local government.
- (4) Any person who uses the common seal of the Local Government or a replica thereof without authority commits an offence.
Penalty \$1,000

POLICY IMPLICATIONS

Delegations Register 2014/15, delegation number 4 – Authority to Affix the Shire's Common Seal.

FINANCIAL IMPLICATIONS

There are no financial implications associated with this item.

STRATEGIC IMPLICATIONS

Strategic Community Plan 2012-2022

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 principles in planning and service delivery.

COMMENT

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

Date of Use	Document
13/04/2015	State of WA and SWEK, Grant Agreement, Remote Indigenous Public Internet Access (RIPIA) Training and Maintenance Activity Plan 2014-15

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 19 March 2015 to 22 April 2015.

COUNCIL DECISION

Minute No. 10916

Moved: Cr K Wright

Seconded: Cr D Learbuch

That Council receives the report on the application of the Shire of Wyndham East Kimberley Common Seal for the period 19 March 2015 to 22 April 2015.

Carried Unanimously 8/0

13.5.2 Delegated Authority Report

DATE:	28/04/2015
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	Shire of Wyndham East Kimberley
AUTHOR:	Jill Magee, Community Development Support Officer
REPORTING OFFICER:	Louise Gee, Acting Chief Executive Officer
FILE NO:	N/a
DECLARATION OF FINANCIAL INTERESTS:	N/a

PURPOSE

To report to Council on the use of Delegated Authority by Officers for the period 1 March to 31 March 2015.

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

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

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 Reports (Building and Planning) for the period 1 March to 31 March 2015.

COUNCIL DECISION

Minute No. 10917

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

That Council receives the Delegated Authority Reports (Building and Planning) for the period 1 March to 31 March 2015.

Carried Unanimously 8/0

Attachment: Delegated Authority Report**CERTIFICATE OF DESIGN COMPLIANCE (Form BA03) ISSUED AS THE CERTIFIER FOR THE PERMIT ISSUING AUTHORITY – 01 to 31 March 2015**

APPLIC NO	DATE APPLIC RECVD	DATE ISSUED	ASSESS NO.	CERT No	LOCATION	DESCRIPTION
101592	20/02/2015	20/03/2015	A5770P	BA7550	Lot 136 Whimbrel Road Kununurra	Class 10A 2 x Patios attached to existing Dwelling
101583	29/01/2015	23/03/2015	A7483P	BA7566	Lot 22 (5) Bluegrass Avenue Kununurra	Class 1A - Single Dwelling with attached Class 10A Carport

BUILDING PERMITS (Form BA04) ISSUED AS THE PERMIT ISSUING AUTHORITY – 01 to 31 March 2015

LIC#	DATE RECEIVED	DATE LICENCED	OWNER	BUILDER	LOCATION	DESCRIPTION	NEW/ ADD	EST. VALUE
009/ 2015	20/02/2015	6/03/2015	Craig & Samantha Jolly	DE Carpenters Pty Ltd	Lot 147 Whimbrel Road Kununurra	Class 10A Non-habitable, Non-Airconditioned Shed with ablution and enclosed storage & mezzanine level	New	\$ 117,000.00
BAC10/ 2015	24/02/2015	6/03/2015	Brock & Charmaine Dawe	DE Carpenters Pty Ltd	Lot 576 Packsaddle Road Kununurra	Class 1A - Transportable accommodation with ablution under existing shed (retrospective)	Exist	\$ 10,000.00

BAC11/ 2015	26/02/2015	6/03/2015	Kimberleyland Holiday Park	Cody Bavoillot	Site 531 Lot 1519 "Kimberleyland Holiday Park" Victoria Highway Kununurra	Class 10A Annexe to Caravan	Exist	\$ 5,000.00
012/ 2015	4/03/2015	11/03/2015	Jacob Douglas Martin & Celeste Anne Adelle Hunter	Colin Wilkinson Development s Pty Ltd	Lot 228, 18 Ghost Gum Street, Kununurra	Class 1A - Residential Dwelling	New	\$ 413,990.00
013/ 2015	9/03/2015	18/03/2015	Mark Northover	MJ Young Carpentry	Lot 605, Mulligans Lagoon Road	Class 10A Non Habitable Machinery Sged	New	\$ 137,000.00
014/ 2015	20/02/2015	20/03/2015	Debbie & Wayne Freer	Debbie & Wayne Freer	Lot 136 Whimbrel Road Kununurra	Class 10A 2 x Patios attached to existing Dwelling	Add	\$ 15,000.00
015/ 2015	29/01/2015	23/03/2015	Harwood Family Trust	Glendale Homes Pty Ltd	Lot 22 (5) Bluegrass Avenue Kununurra	Class 1A - Single Dwelling with attached Class 10A Carport	New	\$ 254,326.00

016/ 2015	9/03/2015	27/03/2015	Dan Raymond	Hamish Sutherland	Lot 103, Mills Road, Kununurra	Class 10a Shade sail structure for swimming pool	Add	\$ 3,700.00
017/ 2015	24/03/2015	30/03/2015	Department of Housing	Colin Wilkinson Developments Pty Ltd	Lot 693, 32 Leichhardt Street, Kununurra	Class 1a - 3 Residential Units	New	\$ 864,390.00
018/ 2015	24/03/2015	31/03/2015	Department of Housing	Colin Wilkinson Developments Pty Ltd	Lot 118 36 Nutwood Crescent, Kununurra	Class 1a - 3 Residential Units	New	\$ 696,824.00

**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.– 01 to 31 March 2015**

PERMIT NO	DATE OF ISSUE	PERMIT ISSUING AUTHORITY	PROPERTY ASSESS NO.	PROPERTY ADDRESS	DESCRIPTION	BUILDING CLASS	BUILDING PERMIT No	BUILDER	CERTIFICATE OF CONSTRUCTION COMPLIANCE ISSUED BY:	CONSTRUCTION VALUE
BA7560	23/03/2015	Louise Gee	A2482	Doongan Location 25, via Wyndham	Class 6 Alfresco Deck and Kitchen	6	BA092/2014 (BA04)	Tjallara Building Co	All West Building Approvals Pty Ltd	\$ 500,000.00

PLANNING DELEGATED AUTHORITY APPROVALS - 1 – 31 March 2014

Application / Delegation Number	Approval Type	Date Received	Applicant	Address	Proposed Development	Assess't Number	Approval Date	Approved By
DA02/15	P	10/02/2015	Scribe Design Pty Ltd	Lot 118 Nutwood Cres., Kununurra	Two grouped dwellings	1254	11/03/2015	Approved by Roy Adam
DA09/15	P	3/03/2015	Michael Jakob	Lot 605 Mulligans Lagoon Road, Kununurra	Shed (storage)	28	13/03/2015	Approved by Roy Adam
DA04/15	P	6/03/2014	Glendale Homes	Lot 22 Bluegrass Ave., Kununurra	Single dwelling	7483	18/03/2015	Approved by Roy Adam

13.5.3 Code of Conduct Complaints Handling

DATE:	28/04/2015
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	Shire of Wyndham East Kimberley
AUTHOR:	Louise Gee, Acting Chief Executive Officer
REPORTING OFFICER:	Louise Gee, Acting Chief Executive Officer
FILE NO:	GN.06.1
DECLARATION OF INTERESTS:	Impartiality Interest from Louise Gee – as the Complaints Officer and an employee there is an interest in the matter; as this matter outlines the procedure for dealing with complaints regarding alleged breaches of the Code of Conduct.

PURPOSE

For Council to consider the endorsement of the proposed Code of Conduct Complaint Handling Procedure.

BACKGROUND

In accordance with the provisions of the Local Government Act (LGA) 1995 each local government is required to designate a senior employee as the Complaints Officer.

In the event that the local government does not have any other person as its Complaints Officer, the Chief Executive Officer is designated as the Complaints Officer.

Following recent discussions with the Department of Local Government and Communities and in accordance with the Shire of Wyndham East Kimberley *Code of Conduct for Council Members, Committee Members and Employees* (2015), there is scope to appoint someone external to the Council to undertake the investigation of complaints about breaches of the Shire's Code of Conduct.

The item presented to the Council at the 24 March 2015 Ordinary Meeting of Council whereby it was deferred to a briefing session for discussion regarding the role of the Assessment Officer.

STATUTORY IMPLICATIONS

In accordance with Section 5.120 of the *Local Government Act 1995*, each local government is to designate a senior employee (as defined under section 5.37) to be its Complaints Officer. The appointment of an external 'Assessment Officer' is outside of this legislative provision.

POLICY IMPLICATIONS

There is no Council Policy applicable to this proposal.

FINANCIAL IMPLICATIONS

Funding for the engagement of an external 'Assessment Officer' will be through the CEO's legal budget. Additional funds will need to be allocated in the mid-year budget review. Funding required will depend on the number of reported complaints about breaches of the

Code of Conduct, and the depth of detail required assessing and investigating these complaints.

STRATEGIC IMPLICATIONS

There are no Strategic Implications in relation to this report.

COMMUNITY ENGAGEMENT

The Shire of Wyndham East Kimberley's CP/GOV-3100 Community Engagement Policy has been considered in relation to this item.

No community engagement is required

COMMENT

Attachment 1 provides a copy of the proposed Code of Conduct Complaints Handling Procedure. The purpose of this Procedure is to set out the process for complaints handling to ensure that complaints covered by this procedure are treated seriously and are addressed promptly and fairly.

It is proposed that Code of Conduct complaints will be referred to an externally appointed 'Assessment Officer'. It is suggested that the position be referred to as 'Assessment Officer' as this will remove any confusion with the Complaints Officer position under the LGA. The appointment of an 'Assessment Officer' will be undertaken in accordance with Council's CP/FIN-3204 Purchasing Policy.

This procedure only concerns the reporting and investigation of breaches of the Shire's *Code of Conduct by Council Members, Committee Members and Employees*; it does not deal with complaints about the Shire's service delivery. Requests and complaints regarding the Shire's service delivery are proposed to be managed as outlined in the draft Customer Service Policy and Complaints Management Policy (Item 13.2.4).

ATTACHMENTS

Attachment 1 - Code of Conduct Complaint Handling Procedure

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council endorse Attachment 1 - Code of Conduct Complaint Handling Procedure.

COUNCIL DECISION

Minute No. 10918

Moved: Cr B Robinson

Seconded: Cr R Dessert

That Council endorse Attachment 1 - Code of Conduct Complaint Handling Procedure

Carried unanimously 8/0



PROCEDURE	Code of Conduct Complaint Handling Procedure
RESPONSIBLE DIRECTORATE	Governance
RESPONSIBLE OFFICER/S	Chief Executive Officer Senior Employees
EMT APPROVAL	Date:
REVIEWED/MODIFIED	Date:
	Date:
REVIEW DUE	Date:
LEGISLATION	<i>Local Government Act 1995</i> <i>Local Government (Administration) Regulations 1996</i> <i>Local Government (Rules of Conduct) Regulations 2007</i>
RELATED POLICIES	Shire of Wyndham East Kimberley Code of Conduct for Council Members, Committee Members and Employees Customer Service Policy Complaints Management Policy
RELATED PROCEDURES	

PURPOSE:

The Code of Conduct Complaint Handling Procedure clearly sets out the procedural system of complaints handling to ensure that concerns covered by this procedure are treated seriously and that these concerns are addressed promptly and fairly.

This procedure only concerns the reporting and investigation of breaches of the Shire's Code of Conduct by Council Members, Committee Members and Employees.

This procedure does not deal with complaints about the Shire's service delivery.

The Chief Executive Officer has a responsibility to notify the Corruption and Crime Commission (CCC) of suspected misconduct under Section 28 Corruption and Crime Commission Act. This procedure does not override this obligation.

DEFINITION:

LGA refers to the Local Government Act 1995.

Assessment Officer is the person appointed or authorised by the CEO to provide investigative services under the provisions of this Code of Conduct Complaint Handling Procedure

CCC refers to the Corruption and Crime Commission

DLGC refers to the Department of Local Government and Communities

Complaint means allegation(s) about breaches of the Shire of Wyndham East Kimberley Code of Conduct for Council Members, Committee Members and Employees by Council Members, Committee Members and Employees

Code of Conduct refers to Shire of Wyndham East Kimberley Code of Conduct for Council Members, Committee Members and Employees (2015)

Senior Employee is an employee designated by Council and includes the Shire's Chief Executive Officer; Director Community Development; Director Corporate Services; Director Infrastructure

TRAINING REQUIRED:

Nil

PROCEDURE:

Making Complaints

The Complaints procedure does not prevent a complainant making a complaint directly to the Local Government Standards Panel or DLGC. However, complainants are encouraged to utilise this local option before escalating their complaint to the Standards Panel or the DLGC.

The benefit of this process is that minor matters can be dealt with locally and will allow complaints to be dealt with quickly and provide an opportunity for the Shire to develop procedures to rectify issues and complaints about conduct at a local level.

Any person may make a complaint alleging a breach of the Shire's Code of Conduct.

The appointed 'Assessment Officer' will act in an investigative capacity under the provisions of this procedure.

Conflicts by Assessment Officer

The Assessment Officer should ensure before dealing with a complaint that there is no personal relationship with either the complainant or person the subject of the complaint. The Assessment Officer should excuse themselves from participating in matters where these conflicts exist.

If the Assessment Officer declares a conflict the CEO is to arrange an alternative suitable person to deal with the complaint.

Action on Receiving a Complaint

Complaints about the conduct of Council Members, Committee Members or Employees should be addressed in writing to the CEO in the first instance, for the attention of the Assessment Officer. In the case of a complaint against the CEO this should be addressed in writing in the first instance, to another senior employee, for the attention of the Assessment Officer.

An anonymous complaint may be dealt with if there appears to be sufficient evidence to institute inquiries into the complaint.

In order to determine what is the appropriate action to take in relation to a complaint referred to the Assessment Offer, the Assessment Officer will determine in accordance with the following assessment criteria and decide either to:

- a) take no further action and give the complainant the reason/s in writing, and those reasons may include, but are not limited to, the complaint is outside the

- jurisdiction of the Assessment Officer, or that in the opinion of the Assessment Officer there is insufficient evidence to sustain the complaint, or
- b) resolve the complaint by use of alternative and appropriate strategies such as, but not limited to, mediation, informal discussion or negotiation and give the complainant advice on the resolution of the matter in writing, or
 - c) discontinue the assessment in the circumstances where it becomes evident that the matter should be referred to another body or person, and refer the matter to that body or person as well as advising the complainant in writing, or
 - d) deal with the matter by conducting an investigation and reporting the outcome to Council in regard to complaints concerning Council Members or Committee Members; or the CEO in regard to complaints concerning Employees, as well as advising the complainant in writing.

Despite any other provision of this procedure, this will constitute finalisation of the matter and no further action is required by the Shire.

All persons who are the subject of complaints that are referred to the Assessment Officer will receive written information about the process being undertaken to deal with the matter.

The Assessment Officer will only deal with matters that are referred by the CEO or if the complaint is against the CEO, a senior employee.

Where the Assessment Officer is tasked to make enquiries into the matter, such enquiries should be made without undue delay.

The Assessment Officer will ensure proper records of investigations are kept.

Role of the Assessment Officer in Reporting to Council

The Assessment Officer, will undertake the following functions in relation to reporting the outcome of Council Member and Committee Member investigations to Council:-

- a) provide advice on complaints when requested,
- b) attend meetings of the Council if so requested in an advisory capacity only,
- c) provide advice only about investigative processes if requested to do so but not to take part in the deliberative process of the Council.

Assessment Officer Complaint Assessment Criteria

The Assessment Officer in assessing the complaint will have regard to the following grounds:

- a) whether there is any prima facie evidence of a breach of the Code of Conduct by a Council Member, Committee Member or Employee
- b) whether the subject matter of the complaint relates to conduct that is associated with the carrying out of the functions of civic office or duties
- c) whether the conduct the subject of the complaint could reasonably constitute a breach of the Code of Conduct

- d) whether the complaint raises issues that require investigation by another person or body, such as referring the matter to the DLGC, the Corruption and Crime Commission or the WA Police
- e) whether there is an alternative and satisfactory means of redress
- f) how much time has elapsed since the events, the subject of the complaint, took place
- g) how serious the complaint is and the significance it has for Council,
- h) whether the complaint is one of a series indicating a pattern of conduct.

Dealing With Trivial Complaints

If a complaint is considered trivial, frivolous or vexatious, the Assessment Officer should have particular regard to the *Vexatious Proceedings Restriction Act 2002*, this Act provides a useful definition that the Assessment Officer may use as a guide to determine when complaints are vexatious.

Section 3 of this Act defines vexatious proceedings as:

- a) *an abuse of the process of a court or a tribunal;*
- b) *instituted to harass or annoy, to cause delay or detriment, or any other wrongful purpose;*
- c) *instituted or pursued without reasonable ground; or*
- d) *conducted in a manner so as to harass or annoy, cause delay or detriment, or achieve any other wrongful purpose.*

In considering whether a complaint is trivial, frivolous or vexatious the Assessment Officer should recognise the right of people to make a complaint, that right should not be inappropriately curtailed.

Procedural Fairness

In conducting enquiries, the Assessment Officer should follow the rules of procedural fairness and must -

- a) provide the person the subject of the complaint with a reasonable opportunity to respond to the substance of the allegation
- b) provide the person the subject of the complaint with an opportunity to place before the Assessment Officer or other person undertaking the enquiry any information the person considers relevant to the enquiry
- c) act fairly and without prejudice or bias
- d) ensure that no person decides a case in which they have a conflict of interest.
- e) conduct the enquiries without undue delay.

Where the person the subject of the complaint declines or fails to take the opportunity provided to respond to the substance of the allegation against them, the Assessment Officer should proceed to finalise the matter taking into consideration all available information that has been put before him or her.

Recommendations of Assessment Officer After Finding of Breach

Where the Assessment Officer determines, in his or her view that the conduct referred to comprises a breach he or she may, in the report to the Council or CEO (as applicable), make recommendations that the Council or CEO (as applicable) take any of the following actions against the person committing the breach:

- a) dismiss the complaint and recommend no further action
- b) censure the Council Member or Committee Member for misbehaviour
- c) require the Council Member, Committee Member or Employee to apologise to any person adversely affected by the breach
- d) require training
- e) require mediation
- f) counsel the Council Member, Committee Member or Employee
- g) revise any of Council's policies, procedures or the Code of Conduct.

Before making any such recommendations, the Assessment Officer shall have regard to the following:

- a) the seriousness of the breach
- b) whether the breach can be easily remedied or rectified
- c) whether the subject person has remedied or rectified their conduct
- d) whether the subject person has expressed contrition
- e) whether the breach is technical or trivial only
- f) whether the breach represents repeated conduct
- g) the degree of reckless intention or negligence of the subject person
- h) the extent to which the breach has affected other parties or the Council as a whole
- i) the harm or potential harm to the reputation of local government and of the Council arising from the conduct
- j) whether the findings and recommendations can be justified in terms of the public interest and would withstand public scrutiny
- k) whether an educative approach would be more appropriate than a punitive approach
- l) the relative costs and benefits of taking formal enforcement action as opposed to taking no action or taking informal action
- m) what action or remedy would be in the public interest

Where the Assessment Officer considers it appropriate they may make a recommendation to Council or CEO (as applicable), without making a finding on whether the breach alleged in the complaint occurred or not.

Where the Assessment Officer makes findings, they will report those findings, and the reasons for those findings, in writing to the Council or CEO (as applicable), the complainant and the person subject of the complaint.

The Council may deliberate over the recommendation(s) in the Assessment Officer's report in deciding on the appropriateness of any sanctions to be applied, but should not conduct a re-hearing of the evidence already considered by the Assessment Officer.

The recommendations of the Assessment Officer must be shown in the Council minutes. Should Council decide not to follow the recommendation of the Assessment Officer, Council must provide reasons for Council's alternative recommendation and these reasons are to be provided to the DLGC for review.

A Council Member or Committee Member who is the subject of the complaint should disclose an impartiality interest when the matter comes before Council.

Local Government Standards Panel Matters

The Local Government Standards Panel has jurisdiction over elected members only. Allegations concerning breaches of the Code of Conduct by non-elected members of committees and employees cannot be referred to the Local Government Standards Panel.

If the Local Government receives a complaint that is intended to be made to the Standards Panel, the Local Government should ensure it is referred to the Standards Panel and not dealt with by the Assessment Officer or Council. However, if the complainant is agreeable and has not yet formally submitted the complaint to the Local Government Complaints Officer (as defined by s. 5.120 of the LGA), it may be dealt with by referring it to the Assessment Officer for investigation and report to Council.

Matters that can be dealt with by the Standards Panel are minor breaches under Part 2 of the *Local Government (Rules of Conduct) Regulation 2007*, and include:

- Contravention of certain local laws (Regulation 4)
- Improper use of Information (Regulation 6)
- Securing personal advantage or disadvantaging others (Regulation 7)
- Misuse of local government resources (Regulation 8)
- Prohibition against involvement in administration (Regulation 9)
- Directions given to or attempts to influence a local government employee (Regulation 10)
- Improper statements or use of improper expression about a local government employee (Regulation 10)
- Non-disclosure of interest adverse to impartiality (Regulation 11)
- Acceptance of a prohibited gift (Regulation 12)
- Failure to notify CEO of a notifiable gift within 10 days of acceptance of the gift (Regulation 12)

Corruption and Crime Commission (CCC)

Serious misconduct matters are not to be dealt with by the Assessment Officer. The Assessment Officer will deal only with matters that involve minor behavioural breaches identified in the Code of Conduct.

Reports from the Assessment Officer

Any report concluding a breach has occurred should be a summary of the enquiries undertaken while providing sufficient information for the Council or CEO (as applicable) to be satisfied the Council Member, Committee Member or Employee has breached the Code of Conduct. As a minimum the report should contain:

- The nature of the complaint and the standard of conduct that is alleged to have been breached.
- The process undertaken by the Assessment Officer in assessing and enquiring into the complaint.
- Reference to any submission(s) received
- The facts of the matter.
- Any findings and the reasons for those findings.

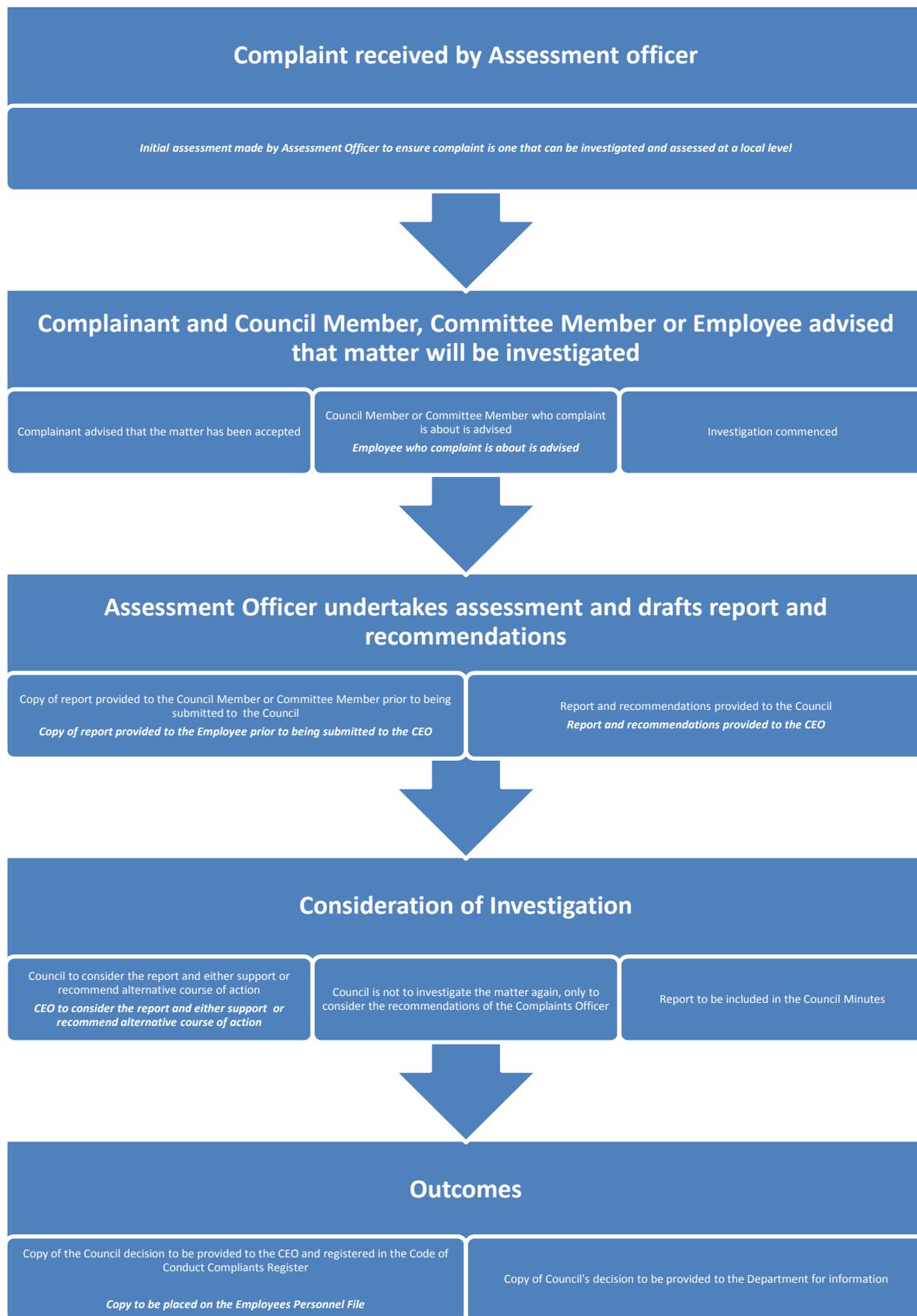
- Any recommendations to Council or the CEO (as applicable).

The report will be dealt with in open session of Council in regard to Council Members and Committee Members. Council can only close a meeting to the public if the matter is one that meets the requirements of section 5.23 (2) of the LGA. In most cases, a report from the Assessment Officer will not meet these requirements.

Notwithstanding how the matter is dealt with by Council the Assessment Officers recommendation(s) and Council's decision should appear in the Minutes of the meeting. Should Council decide not to follow the recommendation of the Assessment Officer, Council must provide reasons for Council's alternative recommendation which should appear in the Minutes of the meeting.

The primary role of the Assessment Officer is to establish the facts of the allegation and make findings of fact and may make recommendations that Council or CEO (as applicable) takes any action that the Assessment Officer considers appropriate to the circumstances.

COMPLAINT HANDLING FLOW CHART * flow chart for Employees in bold and italics



RISK:

Risk: Failure to comply with legislative requirements leading to damage of reputation and/or financial loss.

Control: Review policies and procedures in accordance with review schedule.

Risk: Inability to deliver levels of service expected by the community.

Control: Current budget and service levels.

Risk: Loss of corporate knowledge with staff turnover.

Control: Documentation of service procedures; multi-skilling where appropriate.

Risk: Wrong advice provided by CEO leading to political damage or financial loss.

Control: Seek specialist technical and legislative/legal advice from relevant agencies and organisations.

Risk: Poor communication of Council issues to the community.

Control: Media and communications policy and procedures; media training for Councillors.

13.5.4 Council Policy Review

DATE:	28/04/2015
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	Shire of Wyndham East Kimberley
AUTHOR:	Monika Tonkin, Executive Assistant
REPORTING OFFICER:	Louise Gee, Acting Chief Executive Officer
FILE NO:	CM.11.2
DECLARATION OF INTERESTS:	Nil

PURPOSE

For Council to repeal policies that have been deemed irrelevant.

BACKGROUND

The Shire has a significant number of Council policies under the headings of Community, Development Control, Engineering, Finance, Human Resources, Information Technology, Leasing of Council Managed Reserve Land, Members of Council, Occupation Health and Safety and Records Management.

For audit requirements the Shire is required to provide a 'policy manual'. To ensure that the Shire's policy manual is up to date a review has been conducted of all of the existing Council policies. This review has identified what Council policies are to be in the policy manual (Attachment 1). The majority of these Council policies require a review to update their content and to ensure they are effective and applicable.

STATUTORY IMPLICATIONS

Local Government Act 1995

2.7. *Role of council*

- (1) *The council —*
 - (a) *governs the local government's affairs; and*
 - (b) *is responsible for the performance of the local government's functions.*
- (2) *Without limiting subsection (1), the council is to —*
 - (a) *oversee the allocation of the local government's finances and resources;*
and
 - (b) *determine the local government's policies.*

POLICY IMPLICATIONS

It is proposed that a number of policies be repealed. These are listed below.

FINANCIAL IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Strategic Community Plan 2012-2022

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

COMMUNITY ENGAGEMENT

The Shire of Wyndham East Kimberley's CP/GOV-3100 Community Engagement Policy has been considered in relation to this item.

No community engagement is required.

CONCLUSION / COMMENT

In order to ensure that there is a current Policy Manual it is necessary for Council to agree to a process and timetable for a structured review of all Council's policies. It is acknowledged that the Council's policies require urgent review by way of updating information, removing irrelevant policies and ensuring that all policies are effective and applicable.

To assist with this process consultation has been undertaken with the Leadership Team to establish a standardised nomenclature for documents that support operational performance. These documents have been defined as follows:-

1. **Policy** – a concise formal statement by Council that outlines non-discretionary governing principles and intentions, in order to guide the Shire's practice. Policies are a formal statement of intent that mandate principles or standards that apply to the Shire's governance or operations or to the practice and conduct of its staff. In short, a policy provides staff with the approved way of dealing with a particular matter. Policies are required to be reviewed by Council every 4 years.
2. **Organisational Directive** – a statement approved by the Chief Executive Officer that sets out the process and requirements for a particular course or mode of operation. Organisational directives clearly define how an operational process or standard is to be implemented and by whom. An organisational directive is reviewed more often than a Policy as operational processes change in line with legislative or organisational requirements. Organisational directives often elaborate on, and give effect to, a Local Law, rule, agreement, code or Policy and define the area in which the Policy is operative. Compliance with organisation directives is mandatory and non-compliance may be actionable through appropriate conduct policy documents.
3. **Work Instruction** – a step-by-step explanation of how to undertake a specific task, usually only performed by one (1) person from start to finish. Work instructions are developed by staff members with approval provided by the appropriate Manager. They are an important tool to identify and document continuous improvement opportunities and ensure best practise in service delivery.

Many of the existing Council policies can be deemed irrelevant for one or more of the following reasons:

- They are out of date and no longer required
- They are duplicated
- They are actually organisational directives rather than Council policies
- They have been superseded by new Council policies, new codes of conduct, or amendments to Local Government, State or Federal legislation

It is proposed that the review of Council policies should be undertaken in stages as outlined below:-

1. Stage One - Completed April 2015
The identification of policies that have been deemed irrelevant and are required to be repealed.
2. Stage Two - Completed December 2015
The review of the remaining policies for adoption by Council. This is anticipated to be a lengthy process, with a number of policies being provided to Council each month for consideration and adoption. Some of these policies will need, in the first instance, to be considered by the Finance (Risk and Audit) Committee.
3. Stage Three - Completed December 2015
Development and adoption of new Policies.

Running parallel with this review process will be the transfer of Council policies, where required, to organisational directives, and the development of new organisational directives and work instructions.

Council Policy Review Stage One

The following Council policies have been deemed irrelevant and are recommended to be repealed (refer Attachment 2):

POLICY NAME	RECOMMENDED REASON FOR REPEAL
HR11 Sexual Harassment	Organisational Directive – Sexual Harassment; supported by Work Instructions, in accordance with the Sex Discrimination Act.
CP/HR18 Fitness for Work	Superseded by the Shire's <i>Enterprise Agreement 2013 – 2016</i> . Section 39 – Healthy and Active Workplace
CP/HR16 Superannuation	Superseded by the Shire's <i>Enterprise Agreement 2013 – 2016</i> . Section 38 – Superannuation
CMS 3 Percent for Art	Out of date and no longer required; new Public Art Policy to be developed
CPF02 Loans to Community Organisations	Superseded by CP/FIN-3215 Self-Supporting Loan Policy
MC16 Freeman of the Shire of Wyndham East Kimberley	No longer required
MC17 Elected Member Induction Program	Organisational Directive
CPMC14 Community Recognition	No longer required; new Australia Day Recognition Policy required.
F11 Cheque Signing Authority	Superseded by the Delegations Register (delegation number 19) adopted by the Council on 26/08/2014 and sub-delegated by the CEO to Shire officers to make payments from the municipal and trust fund.

CP/HR02 Members of Staff Code of Conduct	Superseded by the Code of Conduct for Council Member, Committee Members and Employees, adopted 27/01/2015
CP/OD-3300 Preferred Employer Policy	Organisational Directive
IT3 IT Software Acquisition & Installation	Organisational Directive
CPMC5 Elected Member Entitlements	Superseded by the Western Australia <i>Salaries and Allowances Act 1975</i> Determination of the Salaries and Allowances Tribunal on Local Government Elected Council Members – Pursuant to Section 7(B)
F13 Libraries – Internet Use	Organisational Directive
F14 Environmental Funding Policy – Environmental Allocation Fund	Out of date and no longer required
E14 Light Vehicle Purchase and Replacement Policy	Organisational Directive
E12 Plant and Vehicles – Change Over	Organisational Directive
FC3 Finance Assistance to Bush Fire Brigades	This Policy is out of date (1997) and has been superseded by the agreement between DFES and the Kimberley Shires for Brigade and fire management. This agreement is expected to continue. In the event that the agreement is not continued a new Policy could be enacted at that time.
E8 Disposal of Councils Surplus/Redundant Equipment	Organisational Directive – Also incorporated into Delegations Register (delegation 13) adopted by the Council on 26/08/2014 in relation to Disposal of Property
E4 Refuse Site Management	Superseded by Regulation

ATTACHMENTS

Attachment 1 - Council policies to be included in the policy manual

Attachment 2 - Council policies that have been deemed irrelevant

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council repeals the following policies:

- HR11 Sexual Harassment
- CP/HR18 Fitness for Work
- CP/HR16 Superannuation
- CMS 3 Percent for Art
- CPF02 Loans to Community Organisations
- MC16 Freeman of the Shire of Wyndham East Kimberley
- MC17 Elected Member Induction Program
- CPMC14 Community Recognition
- F11 Cheque Signing Authority
- CP/HR02 Members of Staff Code of Conduct
- CP/OD-3300 Preferred Employer Policy

- IT3 IT Software Acquisition & Installation
- CPMC5 Elected Member Entitlements
- F13 Libraries – Internet Use
- F14 Environmental Funding Policy – Environmental Allocation Fund
- E14 :Light Vehicle Purchase and Replacement Policy
- E12 Plant and Vehicles – Change Over
- FC3 Finance Assistance to Bush Fire Brigades
- E8 Disposal of Councils Surplus/Redundant Equipment
- E4 Refuse Site Management

AMENDMENT

Cr K Wright moves an amendment to the Officer’s Recommendation, with the deletion of HR11 Sexual Harassment.

COUNCIL DECISION

Minute No. 10919

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

That Council repeals the following policies:

- **CP/HR18 Fitness for Work**
- **CP/HR16 Superannuation**
- **CMS 3 Percent for Art**
- **CPF02 Loans to Community Organisations**
- **MC16 Freeman of the Shire of Wyndham East Kimberley**
- **MC17 Elected Member Induction Program**
- **CPMC14 Community Recognition**
- **F11 Cheque Signing Authority**
- **CP/HR02 Members of Staff Code of Conduct**
- **CP/OD-3300 Preferred Employer Policy**
- **IT3 IT Software Acquisition & Installation**
- **CPMC5 Elected Member Entitlements**
- **F13 Libraries – Internet Use**
- **F14 Environmental Funding Policy – Environmental Allocation Fund**
- **E14 :Light Vehicle Purchase and Replacement Policy**
- **E12 Plant and Vehicles – Change Over**
- **FC3 Finance Assistance to Bush Fire Brigades**
- **E8 Disposal of Councils Surplus/Redundant Equipment**
- **E4 Refuse Site Management**

Lost 3/5

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

Against: Cr J Moulden, Cr G Taylor, Cr B Robinson, Cr R Dessert, Cr D Learbuch

COUNCIL DECISION

Minute No. 10920

Moved: Cr R Dessert

Seconded: Cr D Learbuch

That Council repeals the following policies:

- **HR11 Sexual Harassment**
- **CP/HR18 Fitness for Work**
- **CP/HR16 Superannuation**
- **CMS 3 Percent for Art**
- **CPF02 Loans to Community Organisations**
- **MC16 Freeman of the Shire of Wyndham East Kimberley**
- **MC17 Elected Member Induction Program**
- **CPMC14 Community Recognition**
- **F11 Cheque Signing Authority**
- **CP/HR02 Members of Staff Code of Conduct**
- **CP/OD-3300 Preferred Employer Policy**
- **IT3 IT Software Acquisition & Installation**
- **CPMC5 Elected Member Entitlements**
- **F13 Libraries – Internet Use**
- **F14 Environmental Funding Policy – Environmental Allocation Fund**
- **E14 :Light Vehicle Purchase and Replacement Policy**
- **E12 Plant and Vehicles – Change Over**
- **FC3 Finance Assistance to Bush Fire Brigades**
- **E8 Disposal of Councils Surplus/Redundant Equipment**
- **E4 Refuse Site Management**

Carried Unanimously 8/0

COUNCIL POLICY MANUAL**Adopted**

CP/GOV-3101 Celebrity Tree Park, Tree Planting, Removal & Upkeep	18/11/2014
CPMC13 Public Relations	16/03/2010
CPMC15 Councillor Briefing Sessions/Forums	16/05/2008
MC18 Elected Members Training	16/06/2009
CPMC6 Councillors Presentation on Retirement	15/05/2005
CP/HR-3350 Designation of Senior Employees	16/12/2014
HR14 Staff Severance	15/08/2002
HR09 Recognition of Staff	24/06/2003
HR20 Public Interest Disclosure	20/01/2009
CP/OPS-3650 Private Works	18/11/2014
CP/OPS3649 Maintenance of Shire Assets	18/11/2014
E13 Cattle Grids Located on Public Road Network	18/09/2007
E15 Payment of Deposits to Repair Damage to Footpath, Kerb, Road or Road Reserve	17/07/2007
E2 Crossovers	20/07/2004
E5 Road Construction Specifications	20/07/2004
E9 Traffic Signs - Directional Signage	20/07/2004
E11 Roadside Memorials	20/12/2005
FC1 Plant Mobilisation in Emergency	17/07/1997
FC2 Fire Break Order	20/08/1998
CP/OPS-3651 Private Works and Developments on Road Verges and Council Management	16/12/2014
DC4 Car Parking Provision for Commercial Development	17/07/1997
DC3 Car Parking Standards	17/07/1997
F9 Street Numbering Guidelines	17/07/1997
DC2 Battleaxe Leg Blocks	17/07/1997
DC5 Development Levels - Lake Kununurra	17/07/1997
DC6 Development Outside of Town Sites	17/07/1997
DC8 Development / Subdivision Contributions	17/07/1997
DC10 Radio Masts, Antenna and Satellite Dishes	17/07/1997
DC11 Relocated Dwellings	17/07/1997
DC12 Temporary Accommodation	17/07/1997
DC13 Town Planning Scheme - Rezoning	17/07/1997
DC14 Itinerant Food Vendors	27/08/1997
DC15 Outdoor Advertising on Council Property Bus Shelter Advertising Hoardings	21/08/1997
DC16 Special Licences	20/11/1997
DC17 Development on Waterways	17/11/1998
DC18 Stallholders Licences	21/01/1999
DC19 Community Signage	19/08/1999
DC21 Home Occupation	15/02/2001
Houseboats Kununurra	15/02/2001
CP/GOV-3100 Community Engagement Policy	21/09/2011
CP/COM-3580 Community Services	22/06/2010
CP/COM-3581 Community Facilities	22/06/2010
CP/COM-3582 Annual Community Grants Scheme	17/06/2008
E10 Roadside Advertising Signage	20/07/2004
DC1 Lodgement of Development Applications	15/12/2009
LPP15 Signage	18/05/2010
LPP1 Lakeside Residential Development Guidelines	18/08/2009
LPP11 Transient Accommodation	17/11/2009
LPP12 Temporary Workers Accommodation (Camp)	17/11/2009
LPP2 Compliance and Enforcement	18/08/2009
LPP3 Weaber Plain LIA Design Guidelines	18/08/2009
LPP5 Sea (Shipping) Containers	18/08/2009
LPP6 Caretaker's Dwellings in Light Industrial Areas	16/06/2009
LPP7 Relocated and Transportable Buildings	16/06/2009
CP/PMG-3780 Leasing of Council Managed Reserve Land	15/05/2012
CP/FIN-3213 Corporate Credit Card Policy	27/08/2014
CP/FIN-3215 Self-Supporting Loan Policy	27/08/2014
CP/FIN-3214 Sundry Debt Collection Policy	27/08/2014
CP/FIN-3200 Strategic Rating Policy	20/04/2010
CP/FIN-3208 Rates Exemptions for Charitable Organisations (Non-Rateable Land)	18/03/2014
CP/FIN-3209 Rates Concession (Rateable Land)	18/03/2014
CP/FIN-3210 Notice of Discontinuance (Rates and Debtors)	18/03/2014
CP/FIN-3211 Pricing Principles and Pricing Basis for Fees and Charges	1/07/2014
CPF20 Non Current Asset Capitalisation and Depreciation Control	1/07/2008
CP/FIN-3212 Rates and Charges Debt Collection	27/05/2014
RM1 Records Management	17/10/2006
F19 Purchasing and Tendering	15/08/2006
IT2 Internet Access	20/07/2004
IT1 Shire Email Facility	20/07/2004
MC7 Freedom of Information Statement	15/08/2002
CP/FIN-3204 Purchasing	18/07/2013
CP/FIN-3201 Significant Accounting Policies	17/07/1997
CP/FIN-3203 Investment Policy	25/02/2014
CP/FIN-3207 Collection of Fees and Charges	18/08/2009
F21 Asset Management Policy	18/08/2009



Shire of Wyndham East Kimberley
Council Policy Manual
HR11

POLICY No:	HR11
DIVISION:	Human Resources
SUBJECT:	Sexual Harassment
REPORTING OFFICER:	Chief Executive Officer
ENABLING LEGISLATION:	Equal Opportunities Act 1984; Equal Opportunity Amendments Act 1992 and Amendments.

OBJECTIVE

To fulfil its obligations in accordance with the Equal Opportunity Act to prevent the occurrence of sexual harassment at all levels of its activities whether it involves staff, Councillors or the general Public.

Council is committed to providing a working environment, which is free from sexual harassment and considers sexual harassment to be an unacceptable form of behaviour which will not be tolerated in any form.

POLICY

The Council strongly supports the precept that every employee, elected member and member of the public employed by or engaged in business with the Council, has a right to do so in an environment free from sexual harassment.

The Council considers sexual harassment to be an unacceptable form of behaviour, which will not be tolerated and recognises that sexual harassment is unlawful.

Sexual harassment is any conduct of a sexual and / or sexist nature (whether physical, verbal or non-verbal) which is unwelcome and unsolicited, and rejection of which may disadvantage a person in their employment or in their life in general. The following examples may constitute sexual harassment when they are considered offensive to an employee, elected member or member of the general public:-

- Deliberate and unnecessary physical contact such as patting, pinching, fondling, kissing, brushing against or touching.
- Subtle or explicit demands for sexual activities or molestation.
- Intrusive enquiries into a person's private life.
- Uninvited and unwelcome jokes that have a sexual and / or sexist undertone.
- Unsolicited leers and gestures of a sexual nature and the display within the workplace of sexually offensive material.

The Council recognises that sexual harassment can undermine the health, performance and self-esteem of individuals and has the potential to create a hostile and intimidating environment. The Council is therefore committed to any action which ensures the absence of sexual harassment in the workplace, including general training of the workforce and specific training for officers identified to deal with complaints. Appropriate disciplinary action will be taken against any individual or group found to be engaging in such conduct.

Any complaints of sexual harassment made against another person associated with the Council will be viewed seriously, treated confidentially and thoroughly investigated by appropriately trained persons.

Any person making a claim of sexual harassment will be protected at all times. No transferring of staff or face-to-face meetings between the complainant and the person whose behaviour has been found to be unwelcome will occur without the prior consent of both parties.

An employee whose health or work performance has been affected by sexual harassment will not have their employment status or conditions disadvantaged in any way.

A formal complaints/grievance procedure is attached to this policy and will be utilised to effectively resolve complaints of sexual harassment.

Complaints / Grievance Procedure

Introduction

All complaints of sexual harassment will be treated confidentially and resolved promptly.

Wherever possible, the handling of complaints and resolution of such will be at the workplace where they occurred. Extreme care will be taken throughout the investigation to ensure that neither the complainant nor the alleged perpetrator are victimised.

It is recognised that cases of sexual harassment may occur between supervisor and employee and as such, alternative methods of raising complaints are provided for by this procedure.

Procedure

1. A complaint of sexual harassment may be lodged with the following persons:-

- Immediately Supervisor / Manager (except where this person is the alleged perpetrator)
- Divisional Manager (except where this person is the alleged perpetrator)
- A nominated Grievance Officer
- Chief Executive Officer.
- Union Shop steward.
- Shire President (only if the alleged perpetrator is the Chief Executive Officer).

2. A person receiving a complaint of sexual harassment will:-

- Decide, in consultation with the complainant, whether the matter can be resolved at this level or whether it should be referred to a more senior person.
- Assure the complainant that all details of the complaint will be treated confidentially and allow the person to decide on procedure.
- Prepare a confidential report for the Chief Executive Officer on the nature of the complaint and ensure follow-up reports are provided until the matter is resolved.
- Ensure no information regarding the complaint is discussed outside this procedure.
- In a case where a non shop steward receives the complaint, the divisional manager and / or grievance officer is to be advised of the details of the complaint.

3. The person handling the complaint, whether it is the person who received the complaint or a more senior person, will, with the approval of the complainant:-

- As soon as possible, advise the alleged perpetrator of the nature of the complaint and provide an opportunity for that person to comment. Where appropriate the alleged perpetrator should be invited to discontinue any perceived unwelcome behaviour.
- Advise the alleged perpetrator of the right to contact their Union for advice and representation.
- Advise the alleged perpetrator that no disciplinary action will be taken without the person being given the opportunity to be heard.
- Keep simple, brief notes of the facts of the interviews held with both the complainant and the alleged perpetrator.

4. If it is not possible to resolve the complaint simply by discussion with the complainant and the alleged perpetrator:-

- The matter will be investigated and where the complainant or the alleged perpetrator is a member of a Union, the union will be party to the investigation.
- All documentation relating to the complaint will remain confidential and will not be produced or made available for inspection, except on the order of a Court or a request from the Commissioner of Equal opportunity.

5. During the period of the investigation of a case of serious sexual harassment:-

- If requested by either party or by management, alternative-working arrangements may be made.

6. If, following investigation and resolution, a complaint is judged to have foundation:-

- Appropriate remedial action will be taken including where disciplinary / counselling action appropriate to the circumstances and / or seriousness of the matter.
- A record of the detail of the disciplinary action will remain on the employee's file for a period of twelve (12) months, whereupon the record will be destroyed unless otherwise decided by the chief Executive Officer.

7. If, following investigation, a complaint is judged to have no foundation:-

- The complainant will be counselled and if it is considered that the complaint was made frivolously or maliciously, disciplinary action may be taken against the complainant.
- Continued reference to the complaint and its aftermath could be considered as either a continuing or a new incident of harassment.

The Council strongly supports the precept that every employee, elected member and member of the public employed by or engaged in business with the Council, has a right to do so in an environment, which is free from sexual harassment and the Council is committed to providing such an environment.

The Council considers sexual harassment to be an unacceptable form of behaviour, which will not be tolerated and recognises that sexual harassment is unlawful.

Sexual harassment is any conduct of a sexual and / or sexist nature (whether physical, verbal or non-verbal) which is unwelcome and unsolicited and rejection of which may disadvantage a person in their employment or in their life in general. The following examples may constitute sexual harassment when they are considered offensive to an employee, elected member or member of the general public:-

- Deliberate and unnecessary physical contact such as patting, pinching, fondling, kissing, brushing against or touching.
- Subtle or explicit demands for sexual activities or molestation.
- Intrusive enquiries into a person's private life.
- Uninvited and unwelcome jokes that have a sexual and / or sexist undertone.
- Unsolicited leers and gestures of a sexual nature and the display within the workplace of sexually offensive material.

The Council recognises that sexual harassment can undermine the health, performance and self-esteem of individuals and has the potential to create a hostile and intimidating environment. The Council is therefore committed to any action, which ensures the absence of sexual harassment in the workplace, including general training of the workforce and specific training for officers identified to deal with complaints. Appropriate disciplinary action will be taken against any individual or group found to be engaged in such conduct.

Any complaints of sexual harassment made against another person associated with the Council will be viewed seriously, treated confidentially and thoroughly investigated by appropriately trained persons.

Any person making a claim of sexual harassment made against another person will be protected at all times. No transferring of staff or face-to-face meetings between the complainant and the person whose behaviour has been found to be unwelcome will occur without the prior consent of both parties.

An employee whose health or work performance has been affected by sexual harassment will not have their employment status or conditions disadvantaged in any way.

A formal complaints / grievance procedure is attached to this policy and will be utilised to effectively resolve complaints of sexual harassment.

ADOPTED: 24/06/2003



Shire of Wyndham East Kimberley
Council Policy
CP/HR18

POLICY No:	CP/HR18
DIVISION	Human Resources
SUBJECT:	Fitness for Work
REPORTING OFFICER	Chief Executive Officer
ENABLING LEGISLATION	Local Government Act 1995 Workers Compensation and Rehabilitation Act 1981

OBJECTIVE

The aim of this policy is to ensure a safe and healthy workplace free from the effects of fatigue, illness, drugs and alcohol. The Policy is directed towards the welfare of the individual and the safety and health of other people. Although disciplinary action may be necessary, the focus is on preventative measures.

POLICY

Employees are obliged to present themselves for work in a fit state so that in carrying out normal work activities they do not expose themselves, their co-workers or the public to unnecessary risks to safety and health. The employee is responsible for any civil or criminal penalty, which results from being under the influence of fatigue, drugs or alcohol in the workplace.

The use of drugs or alcohol in the workplace - including Council premises, parks, reserves, vehicles, plant, or any other Local Government building or physical asset, is forbidden.

The Chief Executive Officer may waive this requirement where circumstances warrant (for example, during a social event). The focus of this Policy is fatigue, illness, drug and alcohol dependence, which affects the work performance of the individual. This Policy is directed towards maintaining a satisfactory level of employee health, safety and work performance.

Testing individuals for presence of drugs or alcohol

Worksafe Australia (1993) stated that because drug testing in the workplace raised issues of privacy, it should be carried out only if "substantial" risk existed for the employee, co-workers or the public. Employees should be notified of testing programs—not individual tests—and the consequences. The Privacy Committee of NSW (1993) Report stated that drug and alcohol testing should be limited to certain justifiable circumstances including:

- Where an employee's impairment by drugs or alcohol poses a substantial and demonstrable safety risk to the employee or to other people.
- where there is reasonable cause to believe that the employee to be tested may be impaired by drugs or alcohol.
- where the type of test to be used can identify the presence of a drug or alcohol at concentrations which may cause impairment.
- where it is a legislative requirement to be drug and alcohol free e.g. heavy vehicles and working at airports.

Procedure

In general, intoxication is the temporary loss of control, due to alcohol or drug abuse, over psychological or physical faculties.

If a Manager or Supervisor has justifiable cause to doubt an employee's fitness for duty, the Chief Executive Officer (or appropriate employee) may have the employee removed from the workplace and may initiate any reasonable action considered necessary. If it is believed that fatigue, illness and drugs or alcohol renders risk to the health or safety of the employee, co-workers or the public, the Shire of Wyndham East Kimberley reserves the right to remove the employee from duty pending an urgent medical examination to determine fitness for duty.

The procedure for dealing with drug and alcohol abuse is divided into three stages:-

- Stage One - discussion between the employee and immediate Supervisor.
- Stage Two - discussion between the employee, supervisor, manager and representative (optional).
- Stage Three - disciplinary action.

Stage One

The employee and immediate Supervisor should participate in Stage One, although the employee may request a representative to be present. An observer should be present if an employee representative attends.

The first stage of the process should be presented as a counselling session. Procedural fairness must be observed and the Supervisor must clearly state the performance-related reasons for the interview with the employee must be given the opportunity to respond. The Supervisor must clearly state what standards of performance are required or expected.

The Supervisor should offer assistance by encouraging the employee to participate in an Employee Assistance Program, although the employee is not obliged to accept.

A timeframe for a review should be established. The employee should be informed of expected changes, on-going performance monitoring by the supervisor and the compulsory interview at the end of the review period.

The employee should be made aware of possible consequences if there is no significant improvement.

The Supervisor should prepare a brief summary of the interview and give two copies to the employee. After reading the summary, the employee should sign one of the copies and return it to the Supervisor. This copy should be placed under confidential cover on file.

The review interview should be held at the prescribed time. The points discussed should respond exactly to those raised at the first interview; improvements should be acknowledged. Continuing problems, such as continued decline in performance, and any new performance-based problems should also be identified and discussed. The Supervisor should again prepare a summary of the interview.

Stage Two

The participants at Stage Two should be the employee, supervisor, manager, at the option of the employee, a representative.

The second meeting should be held using the same procedure as the first, although the employee should be made fully aware of the possible consequences if there is no significant improvement and that this represents a final warning.

Stage Three

If the issue remains a problem, the third stage of the procedure is in accordance with Council's disciplinary procedure.

Responsibilities

Managers and Supervisors are responsible for ensuring compliance with the Policy.

It is the employee's responsibility to advise their Supervisor if they are taking any prescribed drug or medication, which may affect their fitness for duty or work performance. The employee should also find out from their doctor or pharmacist what the effects of the prescribed drugs are on work performance.

ADOPTED: 15/05/2007

REVIEWED:

AMENDED: 17/11/2009



Shire of Wyndham East Kimberley
Council Policy
CP/HR16

POLICY No:	CP/HR16
DIVISION:	Human Resources
SUBJECT:	Superannuation
REPORTING OFFICER:	Chief Executive Officer
ENABLING LEGISLATION:	Local Government Act 1995 Section 5.47(1)

OBJECTIVE

To meet legislative requirements and to maintain a competitive position in the recruitment and retention of staff.

POLICY

That Council contributes the statutory contribution of 9% of an employees ordinary time earnings (OTE) for superannuation, plus an amount equal to 3% and up to 4% after 4 years service and up to 5% after 5 years service or more, of the OTE.

The above is subject to the staff member matching the additional Council contribution unless otherwise negotiated.

Employee contribution to superannuation can be salary sacrificed.

ADOPTED: 03/07/2003
REVIEWED: 20/02/2006
AMENDED: 20/02/2006, 17/11/2009



Shire of Wyndham East Kimberley
Council Policy
CMS3

POLICY NO:	CMS 3
DIVISION:	Community Services
SUBJECT:	Percent for Art
REPORTING OFFICER:	Executive Manager Community Services
ENABLING LEGISLATION:	N/A

OBJECTIVE:

To improve the quality of the built environment and value of public facilities, and identify and create new professional and economic opportunities for artists, by voluntarily adopting a similar policy to the State Government's Percent for Art scheme.

POLICY:

Qualifying criteria for this Policy includes:

1. Projects costing \$1 million dollars and above;
2. Projects are to be capital works pertaining to building and parks (and excludes roads, drains, and bridges); and
3. Projects can include new buildings and parks, or modifications and improvements to existing buildings and parks.

Council will allocate one (1) percent of total project costs to be expended on works which are artistic, cultural, or pleasing to users and visitors of the building or park, which are additional to the primary purpose of the building or park.

Tenders or Expressions of Interest will be called for the creation of the art works simultaneously with the request for tender for the capital works for the project.

Council will have the opportunity to specify the artistic works for the project and where no preference is given, tenders will allow for the artist to present designs.

Tender/Expressions of Interest submissions will be presented to Council following standard procedures such as at a Briefing Session and then a Council meeting.

ADOPTED: 19 May 2009

REVIEWED:

AMENDED:



Shire of Wyndham East Kimberley
Council Policy Number: CPF02
Loans to Community Organisations

OBJECTIVE:

To assist clubs and organisations in improving community based facilities.

POLICY:

Loans will only be considered for applicants that are incorporated bodies occupying land either owned by or vested in the care, control and management of Council.

Funds will only be provided for capital works on the subject land and ownership of all infrastructure ultimately vests in the Council on behalf of the community notwithstanding established leasehold arrangements.

Council is aware of the need to support community organisations in the development and longevity of these organisations. It is the position of Council that while support should be given the organisations themselves must also be able to show stability within it to prove the need and worth of any infrastructure developed. The availability of these loans will ensure that the organisations in question thoroughly consider their position and are sure the loan is warranted.

Organisations are to provide three (3) years audited financial statements and a business plan for the proposed term of the loan that clearly demonstrates an ability to repay. Constitution and minute agreeing to borrow funds are also to be submitted.

Council will consider approval of the loans on the following basis;

1. Demonstrated ability to repay.
2. Maximum loan amount 50% project cost or 50% of value of completed structure (not to include land content).
3. Stability, sound management, membership base, community accessibility and longevity of applicant organisation.
4. Capital improvements to Council land.
5. Debenture security over assets (including lease) of organisation if considered appropriate.

Any proposal to lend to a Community Organisation must be advertised by way of giving Local Public Notice as per Section 1.7 of the Local Government Act 1995.

Funds will only be released after documentary proof of expenditure is submitted.

Council will seek any remedy available to it under law in terms of the recovery of delinquent instalments of loans.

Providing assistance to community clubs and organisations with the loan funding for the development of infrastructure assets, not only helps the club to develop and improve but is also creating infrastructure for Council as well.

GOVERNANCE REFERENCES

Statutory Compliance	Local Government Act 1195 Section 5.36
Industry Compliance	Nil.
Organisational Compliance	Nil.
Process Links	Application form, Application Assessment Form

POLICY ADMINISTRATION

Directorate		Officer Title		Contact:	
Corporate Services		Director of Corporate Services		Ext: 108	
Date Effective		Last Reviewed			
Date Adopted	17/07/1997	Review Cycle		Next Due	
Risk Rating	Low	Tri-Annual			04/2013

DRAFT



Shire of Wyndham East Kimberley
Council Policy
MC16

POLICY NO:	MC16
DIVISION:	Members of Council
SUBJECT:	Freeman of the Shire of Wyndham East Kimberley
REPORTING OFFICER:	Chief Executive Officer
ENABLING LEGISLATION:	Local Government Act 1995

OBJECTIVE

To enable Council to honour exceptional individuals who have served the community in an outstanding and meritorious manner that stands above the service and contribution of most other persons in provision of benefits to the community and advancing the strategic interests of the East Kimberley.

POLICY

Award Criteria:

A person may be nominated for the honorary award 'Freeman of the Shire of Wyndham East Kimberley' under the following circumstances:

- They will have identifiable and long standing connections with the community in the Shire of Wyndham East Kimberley and have made an outstanding, significant and meritorious contribution to the Shire
- Their exceptional service is a matter of public record.
- Their endeavours will have benefited the community of the East Kimberley, Australia and humanity.

Process of Nomination:

- Nominations will be considered infrequently or as the need is identified by Council.
- A nomination may be submitted by any person at any time, provided that nomination is in writing and addresses the criteria for the award.
- A nomination must be sponsored by an elected member and supported in writing by at least 3 other elected members.
- A nominee must not be made aware of their nomination.
- Any nominations received will be validated and the findings presented at a meeting of Council behind closed doors, with recommendations to approve/not approve a nominee for the award. The decision will be based on a simple majority vote.
- Acceptance of the award must be determined prior to being conferred.

Entitlements:

- Any person who has the honour of Freemanship bestowed may refer to themselves as Freeman of the Shire of Wyndham East Kimberley
- The Freeman will be presented with a special plaque, name badge and framed certificate at a function to be hosted by Council to acknowledge their Freemanship.
- The Freeman shall be invited to formal civic events and functions held by Council.
- A photograph and plaque of the Freeman is to be displayed in an appropriate place.

Limitations:

- In recognition of the significance and standing of Freemanship a maximum of five (5) living persons shall hold title of Freeman of the Shire of Wyndham East Kimberley at any time.
- Bestowing of the title Freeman of the Shire of Wyndham East Kimberley carries with it no legal rights or privileges.

Adopted: 16 June 2009

Reviewed:

Amended:



Shire of Wyndham East Kimberley
Council Policy
MC17

POLICY NO:	MC17
DIVISION:	Members of Council
SUBJECT:	Elected Member Induction Program
REPORTING OFFICER:	Chief Executive Officer
ENABLING LEGISLATION:	Local Government Act 1995

OBJECTIVE

To ensure all new elected members quickly become aware of the operation of the local government, the current issues that the local government is dealing with and, most importantly, their responsibilities and the role expected of them.

POLICY

In setting the timeline and key dates for an election the Chief Executive Officer and Returning Officer shall determine and set aside two (2) days for an Elected Member Induction and Training Program. This date is to be within three (3) weeks of the election date and where practical prior to the next Ordinary Meeting of Council.

All candidates nominating for election will be notified that a compulsory two (2) day Elected Member Induction and Training Program has been scheduled and the dates they will be required to attend.

The Induction and Training Program will be delivered by the Shire President with assistance from the Chief Executive Officer and other Senior Staff. The program and resources will be developed by the Chief Executive Officer in consultation with the Shire President.

The program is to be based on the Induction Checklist and other guidance contained in The Department of Local Government and Regional Development publication Elected Member Induction – Local Government Operational Guideline Number 4.

A follow-up meeting involving the Shire President and individual new members shall take place six to nine months after election to identify and address any areas where additional support, training or development could be provided and to identify how the induction program can be improved.

To facilitate building relationships and regional co-operation the Shire President will invite adjoining Councils, in particular Halls Creek, to participate in the Councillor Induction and Training Program.

Adopted: 16 June 2009



Shire of Wyndham East Kimberley
Council Policy Number: CPMC14
Community Recognition

OBJECTIVE:

To establish a process to recognise members of the public for their contribution to the Shire of Wyndham East Kimberley Community.

POLICY:

Nominations

All candidates must be nominated for recognition under this policy in writing by no less than two (2) recognised and active community groups, associations or organisations, and with permission of the person being nominated. All applications must include all relevant information necessary for the Community Recognition Review Panel to make an informed decision.

Applications for community recognition can be received at anytime during the year.

Once an application has been received, the community recognition review panel must make a recommendation to Council within two (2) calendar months of receipt of the application.

Each application will be considered behind closed doors.

If the candidate has already received a form of recognition in the current year (for example volunteer of the year) the application will be refused and the nominators will be invited to re-apply in the following year. (The intention of this is to ensure that the prestige of other civic awards are not diminished by this policy)

Community Recognition Review Panel

A Community Recognition Review Panel will be created to review all applications for community recognition and make recommendations to Council regarding the application.

The Community Recognition Review Panel will be made up of Shire President, the Deputy Shire President and one Councillor decided by Council.

When considering whether this form of recognition should be awarded to a candidate, the Community Recognition Review Panel will consider the following:

1. Length of service in a field(s) of activity,
2. Level of commitment to a field(s) of activity;
3. Personal leadership qualities;
4. Benefits to the community of the Shire of Wyndham East Kimberley resulting from the candidate activities; and
5. Specific achievements of the candidate.

Presentation of Community Recognition

Presentation of community recognition will be made at an Ordinary Meeting of Council with the Chief Executive Officer arranging a press release regarding the award.

The recipient shall receive a Certificate of Appreciation and gift

The value of the gift awarded will be at the discretion of Council, based on a recommendation from the Community Recognition Review Panel, in consultation with the Chief Executive Officer.

GOVERNANCE REFERENCES

Statutory Compliance	Local Government Act 1995 Section 5.5
Industry Compliance	Nil.
Organisational Compliance	Delegations Manual
Process Links	Nomination Form, Criteria for Recognition

POLICY ADMINISTRATION

Directorate		Officer Title		Contact:	
Governance		Chief Executive Officer		Ext: 109	
Date Effective	16/03/2010				
Date Adopted	15/02/2005	Last Reviewed	16/03/2010		
Risk Rating	Low	Review Cycle	Tri-Annual	Next Due	03/2013



Shire of Wyndham East Kimberley
Council Policy Manual
F11

POLICY No:	F11
DIVISION	Finance
SUBJECT:	Cheque Signing Authority
REPORTING OFFICER	Director Finance & Administration
ENABLING LEGISLATION	

OBJECTIVE:

To facilitate an efficient and timely cheque signing facility without disruption or compromise to the security of Council payments.

POLICY:

Municipal Fund and Trust Fund cheques are to be signed by any two of the following officers.

- Chief Executive Officer
- Director Finance & Administration
- Accountant
- Senior Administration Officer

ADOPTED: 17/07/1997

REVIEWED:

AMENDED:



Shire of Wyndham East Kimberley
Council Policy
CP/HR02

POLICY NO:	CP/HR02
DIVISION:	Human Resources
SUBJECT:	Members of Staff Code of Conduct
REPORTING OFFICER:	Chief Executive Officer
ENABLING LEGISLATION:	Local Government Act 1995 Section 5.103 Schedule 9.3 Clause 22

OBJECTIVE

To provide members of staff with consistent guidelines for an acceptable standard of professional conduct. The Code addresses the broader issue of ethical responsibility and encourages greater transparency and accountability in individual Local Governments with the aim of providing:

- a) better decision making by local government;
- b) greater community participation in the decisions and affairs of local governments;
- c) greater accountability of local governments to their communities; and
- d) more efficient and effective local government.

POLICY

Code of Conduct for Members of Staff

1. Conflict and Disclosure of Interest

- 1.1 Members of staff will ensure that there is no actual (or perceived) conflict of interest between their personal interests and the impartial fulfilment of their professional duties.
- 1.2 Staff will not engage in private work with or for any person or body with an interest in a proposed or current contract with the Shire of Wyndham East Kimberley, without first making disclosure to the Chief Executive Officer. In this respect, it does not matter whether advantage is in fact obtained, as any appearance that private dealings could conflict with performance of duties must be scrupulously avoided.
- 1.3 Members of staff will lodge written notice with the Chief Executive Officer describing an intention to undertake a dealing in land within the municipality or

which may otherwise be in conflict with the Council's functions (other than purchasing the principal place of residence).

- 1.4 Members of staff who exercise a recruitment or other discretionary function will make disclosure before dealing with relatives or close friends and will disqualify themselves from dealing with those persons.
- 1.5 Staff will refrain from partisan political activities, which could cast doubt on their neutrality and impartiality in acting in their professional capacity.

An individual's rights to maintain their own political convictions are not impinged upon by this clause. It is recognised that such convictions cannot be a basis for discrimination and this is supported by anti discriminatory legislation.

2. Financial Interests and Interests that May Affect Impartiality

2.1 Pecuniary Interest

Members of Staff will adopt the principles of disclosure of pecuniary interest as contained within the Local Government Act.

2.2 Disclosure of Interest Affecting Impartiality

- a) Appropriate staff will disclose, in a written return or at the relevant meeting, the interests, which might be in conflict with their public or professional duties.
- b) Whenever disclosure is required, recommendation in this Code, or otherwise seems appropriate, it will be made promptly, fully and in writing within the register provided.

3. Personal Benefit

3.1 Use of Confidential Information

Members of staff will not use confidential information to gain improper advantage for themselves or for any other person or body, in ways which are inconsistent with their obligation to act impartially, or to improperly cause harm or detriment to any person or organisation.

3.2 Intellectual Property

The title to Intellectual Property in all duties relating to contracts of employment will be assigned to the Local Government upon its creation unless otherwise agreed by separate contract.

3.3 Improper or Undue Influence

Members of staff will not take advantage of their position to improperly influence other members or staff in the performance of their duties or functions,

in order to gain undue or improper (direct or indirect) advantage or gain for themselves or for any other person or body.

3.4 Gifts or Bribery

- a) Members of staff will not seek or accept (directly or indirectly) from any person or body, any immediate or future gift, reward or benefit (other than gifts of a token kind, or moderate acts of hospitality) for themselves or for any other person or body, relating to their status with the Local Government or their performance of any duty or work which touches or concerns the Local Government.
- b) If any gift, reward or benefit is offered (other than gifts of a token kind, or moderate acts of hospitality), disclosure will be made in a prompt and full manner and in writing in the appropriate register.

4. Conduct of Members of Staff

4.1 Personal Behaviour

Members of staff will;

- a) act, and be seen to act, properly and in accordance with the requirements of the law and the terms of this Code;
- b) perform their duties impartially and in the best interests of the Local Government uninfluenced by fear or favour;
- c) act in good faith (i.e. honestly, for the proper purpose, and without exceeding their powers) in the interest of the Local Government and the community;
- d) make no allegations which are improper or derogatory (unless true and in public interest) and refrain from any form of conduct, in the performance of their official or professional duties, which may cause any reasonable person unwarranted offence or embarrassment; and
- e) always act in accordance with their obligation of fidelity to the Local Government.

4.2 Honesty and Integrity

Members of staff will;

- a) observe the highest standards of honesty and integrity, and avoid conduct which might suggest any departure from these standards;
- b) bring to the notice of the Chief Executive Officer any dishonesty or possible dishonesty on the part of any other member of staff.

c) be frank and honest in their official dealing with each other.

4.3 Performance of Duties

While on duty, staff will give their whole time and attention to the Local Government's business and ensure that their work is carried out efficiently, economically and effectively, and that their standard of work reflects favourably both on them and on the Local Government.

4.4 Compliance with Lawful Orders

a) Members of staff will comply with any lawful order given by any person having authority to make or give such an order, with any doubts as to the propriety of any such order being taken up with the superior of the person who gave the order and, if resolution can not be achieved, with the Chief Executive Officer.

b) Members of staff will give effect to the lawful policies of the Local Government, whether or not they agree with or approve of them.

4.5 Administration and Management Practices

Members of staff will ensure compliance with proper and reasonable administrative practices and conduct, and professional and responsible management practices.

4.6 Corporate Obligations

a) Standard of Dress

Staff are expected to comply with neat and responsible dress standards at all times. Management reserves the right to raise the issue of dress with individual staff.

b) Communication and Public Relations

All aspects of communication by staff (including verbal, written or personal), involving Local Government's activities should reflect the status and objectives of that Local Government. Communications should be accurate, polite and professional.

4.7 Relationships between Members and Staff

An effective member of staff will work as part of the Council team with the Councillor's Chief Executive Officer and other members of staff. That teamwork will only occur if Members and staff have a mutual respect and co-operate with each other to achieve the Council's corporation goals and implement the Council's strategies.

5. Dealing with Council Property

5.1 Use of Local Government Resources

Members of staff will;

- a) be scrupulously honest in their use of Local Government's resources and shall not misuse them or permit their misuse (or the appearance of misuse) by any other person or body;
- b) use Local Government's resources entrusted to them effectively and economically in the course of their duties; and
- c) not use Local Government's resources (including the services of Council staff) for private purposes (other than when supplied as part of a contract of employment) unless properly authorised to do so, and appropriate payments are made (as determined by the Chief Executive Officer).

5.2 Travelling and Sustenance Expenses

Members of staff will only claim or accept travelling and sustenance expenses arising out of travel related matters which have a direct bearing on the services, policies or business of the Local Government in accordance with Local Government policy and the provisions of the Local Government Act.

5.3 Access to Information

Staff will ensure that Members of Council are given access to all information necessary for them to properly perform their functions and comply with their responsibilities as members.

ADOPTED: 24/06/2003
REVIEWED:
ACCEPTED: 17/11/2009



Shire of Wyndham East Kimberley

CP/OD-3300

Preferred Employer Policy

OBJECTIVE:

This policy supports the Shire's commitment to embrace the spirit and intent of its statutory obligations as an employer, in line with best practice principles.

It provides an overarching framework for administrative policies and procedures that focus on excellence in people management and the development of cultural values and behaviours across the organisation that support strategic goals and community expectations.

POLICY:

Scope & Limitations

The following principles guide the application of 'preferred employer' practices:

1. Human Resources

The Shire values its staff and is committed to providing a positive working environment for employees, supported by appropriate remuneration, job satisfaction and career development opportunities.

This will be achieved by:

- Maintaining good, safe physical working conditions;
- Fostering harmonious relations within the workplace;
- Promoting career development opportunities, based on required skills, knowledge, accomplishment and leadership potential;
- Offering salary scales commensurate with the skills and responsibilities of each position;
- Providing comprehensive non-salary benefits including superannuation.

2. Occupational Safety, Health & Injury Management

The Shire is committed to providing and maintaining a safe, healthy work environment that is supported by systematic work practices and appropriate resources to facilitate successful injury management and rehabilitation.

This will be achieved by:

- Ensuring all levels of management, employees and contractors understand and accept their health, safety and injury management responsibilities;
- Maintaining a strong focus on accident prevention, hazard control, injury protection and health promotion;
- Profiling safe working conditions in Shire plans, procedures, programs and work instructions;
- Ensuring a systematic approach is implemented for workplace injury management.

3. Equal Employment Opportunity

The Shire actively promotes equal employment opportunities based on merit in the process of recruitment, training, remuneration, promotion and benefits for all staff.

It aims to ensure that the workplace is free from discriminatory practices and that employment opportunities support social justice and inclusion principles.

This will be achieved by:

- Ensuring offers of employment and training are based on relevant experience, skills and ability to meet the particular position requirements;
- Promoting policies and opportunities that are directed towards providing equal opportunities to all employees.

4. Workplace Harmony

The Shire is committed to providing a harmonious work environment which is free from harassment, discrimination and bullying.

This will be achieved by:

- Promoting adherence to the Code of Conduct;
- Ensuring that appropriate behaviours are displayed in the workplace;
- Facilitating general and specific training;
- Ensuring a grievance/complaints process is in place to resolve issues effectively and confidentially.

5. Training & Development

The Shire aims to provide training, development and education equally and fairly for the mutual benefit of employees and the organisation.

This will be achieved by:

- Ensuring supervisors consider and identify relevant training and development needs for their staff;
- Ensuring training programs contribute to a highly skilled workforce capable of meeting current and future challenges.

6. Performance Management

The Shire is committed to ensuring there is an efficient and effective performance management and appraisal system in place to review staff performance.

This will be achieved by:

- Ensuring performance appraisals are undertaken as specified in the review schedule;
- Ensuring there are opportunities for employees to discuss skills development, career direction, planning and objectives for the next review cycle;
- Ensuring teams and individual employees are provided with appropriate supervision to assist them achieve specific goals and objectives;
- Ensuring inappropriate standards of behaviour that may impact on performance are dealt with in a fair, reasonable and timely manner.

Background

Council acknowledges that a commitment to 'preferred employer' principles is necessary in order to attract and retain high calibre staff to the region. This commitment is facilitated through a range of administrative policies and processes that have been developed to support excellence in people management, in line with industry standards and statutory obligations.

Guiding Statement

Council's commitment to 'preferred employer' principles is supported by Shire strategies and practices that will:

- Strategically develop, support and manage human resources to create an attractive, safe, rewarding, equitable and productive workplace;
- Inspire, guide and support employees to excel through leadership;
- Build a culture that recognises and rewards performance;
- Foster the principles and practices of equity and diversity;
- Encourage flexibility and innovation in work practices;
- Build positive workplace relations;
- Communicate openly, honestly and effectively;
- Develop, promote and implement sound human resource management strategies, guidelines and procedures.

Outcome

The Shire is committed to providing a working environment which promotes the well-being of employees through a broad range of best practice human resource management, developing and providing opportunities for its workforce, and acknowledging its legal obligations as an employer.

The policy aligns with *Strategic Plan 2008-2013, Key Result Area 5, Governance*.

GOVERNANCE REFERENCES

Statutory Compliance	<ul style="list-style-type: none"> • WA Local Government Act 1995 • WA Disability Services Act 1993 • WA Equal Opportunity Act 1984 • Disability Discrimination Act 1992 (C'W) • Australian Human Rights Commission Act 1986 • Age Discrimination Act 2004 (C'W) • Racial Discrimination Act 1975 (C'W) • Sex Discrimination Act 1984 (C'W)
Industry Compliance	
Organisational Compliance	<i>Administrative Policies</i> <ul style="list-style-type: none"> • AP/OD-4300 Human Resource Management • AP/OD-4301 Staff Entitlements • AP/OD-4302 Staff Development • AP/OSH-4340 Occupational Safety & Health
Process Links	Work Instructions for Administration Policies (above)

POLICY ADMINISTRATION

Directorate		Officer Title		Contact:	
Governance		Manager Organisational Development		Ext:	
Date Effective	DD/MM/YYYY				
Date Adopted	DD/MM/YYYY	Last Reviewed		DD/MM/YYYY	
Risk Rating	Low	Review Cycle	Tri-Annual	Next Due	MM/YYYY



Shire of Wyndham East Kimberley
Council Policy Manual
IT3

POLICY No.	IT3
DIVISION	Information Technology
SUBJECT	IT Software Acquisition & Installation
REPORTING OFFICER	Information Co-ordinator
ENABLING LEGISLATION	Local Government Act 1995 Section 2.7

OBJECTIVE:

To ensure that Council has a complete record of all software purchased for Shire computers and can register, support, track and upgrade such software accordingly.

POLICY:

No software will be purchased, downloaded or installed on any Shire owned computer without prior approval of the Information Co-ordinator.

The Information Co-ordinator is responsible for ensuring that all software purchased, downloaded or installed does not conflict with any software currently operating on the computer network. The Information Co-ordinator will report all software purchases and installations to the relevant Executive Manager

The Information Co-ordinator will keep a register of all Shire software and will keep a library of all software licences in a secure location

The Software Register will contain, as a minimum requirement, the following information for each and every piece of software purchased, downloaded or installed.

- the title and publisher of all software including freeware and public domain;
- the date and source of software acquisition;
- the location of each installation as well as the serial number of the hardware on which each copy of the software is installed;
- the name of the authorised user;
- the existence and location of backup copies; and
- the software product's serial number.

There will be both random and bi annual audits made on every PC, laptop, server and other software holding device to ensure the Software Register is kept current.

Any software discovered during these audits that does not appear on the software register may be deleted without notice.

All software, applications, files, documents and data on the Shire computers and computer network is the property of the Shire of Wyndham–East Kimberley. Any duplication, copying, transferring or deleting of data from the Shire's computer network not associated with employee's normal duties is prohibited, unless authorised by the Information Co-ordinator or an Executive Manager.



Shire of Wyndham East Kimberley
Council Policy Manual
IT3

Any employee found to have duplicated, copied, transferred or deleted Shire data without appropriate authorisation may be subject to disciplinary action.

All Shire computers may be monitored, either directly or remotely, to ensure applications are used for the purposes the equipment was acquired for. Any misuse of the Shire's computer network or equipment may be subject to disciplinary action.

Shire computers may be used for home use at the discretion of the relevant Executive Manager. Any staff permitted to use the Shire's computer equipment for home use must ensure that:

- All software downloaded or installed meets the same requirements as if it was purchased by the Shire of Wyndham – East Kimberley;
- The equipment, software and data is kept virus free;
- The equipment, software or data is not used for personal gain or in competition to the Shire of Wyndham-East Kimberley;
- The equipment, software or data is not used so as to bring the Shire of Wyndham-East Kimberley into disrepute; and
- The equipment, software and data is not used for any illegal purpose.

Authorisation for home use may be revoked at anytime at the discretion of the relevant Executive manager. Once authorisation has been revoked all home use applications, software, files, documents and data must be removed.

ADOPTED: 20/07/04

REVIEWED:

AMENDED:



Shire of Wyndham East Kimberley
Council Policy Number: CPMC5
Elected Member Entitlements

OBJECTIVE:

To establish the Council's policy in regard to expenses incurred by Councillors and other representatives in the course of representing the community in cases other than that determined by the Local Government Act 1995.

POLICY:

Meeting Fees

Councillors have a right to receive meeting attendance fees under section 5.98(1) of the Local Government Act 1995.

Council elects to pay an annual allowance to cover attendance at meetings. This fee will be set as part of the annual budget each year.

The Shire President and Deputy Shire President will receive an additional annual allowance, which will be set as part of the annual budget each year.

Telecommunications

For the purposes of Section 5.98(2) (a) of the Local Government Act 1995 and Local Government (Administration) Regulation No.32 and 34A, Council will provide each elected member with an annual Telecommunications Allowance to cover all related telecommunications costs including use of modem, fax, mobile and hard wired telephone and supplies for fax machine.

This allowance will be set as part of the annual budget each year.

Travelling Expenses

All Councillors and Council appointed delegates (who are not Council Members) will be paid the Local Government Officers' Award rate per kilometre for all travelling expenses incurred in attending the following:

- (a) Ordinary and Special Meetings of Council
- (b) Council Briefing Sessions/Forums
- (c) Committee Meetings;
- (d) Annual meeting of electors
- (e) Special meetings of electors
- (f) General meetings of electors
- (g) Officially called civic receptions
- (h) Council inspection tours
- (i) Council authorised meetings with Government agencies
- (j) Other Council called meetings of Councillors and staff
- (k) Where a Council vehicle is not available
- (l) Official meetings as delegates of Council.

The distance is to be calculated on their normal place of abode within the District to the meeting venue. Payment is made on the production of a log in a form to be determined by the Chief Executive Officer. All claims for payment must be received no later than 15 August of the next financial year.

In the event of any dispute arising from a claim, the Chief Executive Officer shall discuss the matter with the Shire President in order to resolve the dispute.

Elected Member Insurance

Council will provide Personal Accident/Travel insurance for Councillors of \$200,000. This will cover Elected Members and their spouses whilst carrying out authorised business of Council or official duties.

Provision of Information Technology

Upon election to office all Councillors will be supplied with a dedicated individual council email address.

Councillors will also receive an Information Technology (IT) allowance, subject to budget considerations and regulations, which will reimburse Councillors the cost of maintaining/upgrading appropriate hardware/software facilities/applications to gain access to this dedicated Council Email address.

When Councillors utilise their dedicated Council email address, though not subject to, guidance should be sourced from the Shire's Information Technology Policy IT 1 Email Facilities, with regards to content and use of the email address.

GOVERNANCE REFERENCES

Statutory Compliance	Local Government Act 1995 Sections 5.98-5.102
Industry Compliance	Nil.
Organisational Compliance	Nil.
Process Links	Nil.

POLICY ADMINISTRATION

Directorate		Officer Title		Contact:	
Governance		Chief Executive Officer		Ext: 109	
Date Effective	16/03/2010				
Date Adopted	15/08/2002	Last Reviewed		16/03/2010	
Risk Rating	Low	Review Cycle	Tri-Annual	Next Due	03/2013



Shire of Wyndham East Kimberley
Council Policy Manual
F13

POLICY No:	F13
DIVISION:	Finance and Administration
SUBJECT:	Libraries – Internet Use
REPORT OFFICER:	Director Finance and Administration
ENABLING LEGISLATION:	N/A

Internet and Online Services – Conditions of Use.

1. Kununurra Community Library provides public Internet access computers for:
 - Informational and research purposes;
 - Access to the Library and Information Services of Western Australia catalogues.
2. The following disclaimer applies to the library's public internet access facilities:
 - The Shire of Wyndham / East Kimberley has no control over the information accessed through the internet and cannot be held responsible for its contents.
 - A person must not use a library computer for commercial purposes, defined as offering or providing goods or services or purchasing goods or services for personal use.
 - A person may not use a library computer for political lobbying.
 - A person shall not knowingly or recklessly:
 - a) Use a telecommunication service supplied by a carrier to menace or harass another person; or
 - b) Use a telecommunication service supplied by a carrier in such a way as would be regarded by reasonable persons as being, in all circumstances, offensive. (*Commonwealth Crimes Act S85Z*).
 - A person must not use a library computer to transmit, obtain possession of, demonstrate, advertise or request the transmission of an article knowing it to contain objectionable material (*WA Censorship Act 1996, s.101*). The Shire of Wyndham - East Kimberley is not responsible for any access points reached.

Objectionable material means:

- a) film classified RC (or X-), a computer game classified RC (or X-), or a refused publication;

- b) child pornography;
 - c) an article that promotes crime or violence, or incites or instructs in matters of crime or violence;
 - d) an article that describes or depicts, in a manner that is likely to cause offence to a reasonable adult –
 - (i) the use of violence or coercion to compel any person to participate in, or submit to, sexual conduct;
 - (ii) sexual conduct with or upon the body of a dead person;
 - (iii) the use of urine or excrement in association with degrading or dehumanising conduct or sexual conduct;
 - (iv) bestiality;
 - (v) acts of torture or the infliction of extreme violence or extreme cruelty;
- A person must not use a computer service to transmit restricted material to a minor (*WA Censorship Act 1996, s.102*). A minor means a person who is under 18 years of age (*WA Censorship Act 1996, s.3*). Supervision or restriction of a minor's access is the responsibility of the parent or guardian.
 - Restricted material means an article that a reasonable adult, by reason of the nature of the article, or the nature or extent of references in the article, to matters of sex, drug misuse or addiction, crime, cruelty, violence or revolting or abhorrent phenomena, would regard as unsuitable for a minor to see, read or hear.

If there is any doubt as to whether material is restricted you should not continue.

If you wish to verify this information, a copy of the WA Censorship Act 1996 is available at the library.

(http://www.austlii.edu.au/au/legis/wa/consol_act/toc.html).

3. All users must read, agree to and sign the Kununurra Community Library's *Internet and Online Services – Conditions of Use* policy, and read, agree to and sign the library's *Rules of Use*.
4. The Shire of Wyndham - East Kimberley does not guarantee or accept any liability for the information's accuracy, authoritativeness, timeliness, or usefulness for a particular purpose. The Shire of Wyndham - East Kimberley shall have no liability for any direct or indirect or consequential damages related to the use of the information contained therein.
5. Internet access for informational and research purposes is available in 1 hour blocks, with a maximum of 2 hours per day. Access is free. Access time may be reduced at the discretion of library staff.
6. E-mail (including web-based) is not available.
7. Printing from the internet is available at a fee.
8. Library membership is not a pre-requisite for internet use.

9. A junior client under the age of 18 must have a parent/guardian read and sign the *Online and Internet Services – Conditions of Use* document. Liability for unlawful use rests with the signatory.
10. A school client under the age of 18 must have a parent/guardian read and sign the *Online and Internet Services – Conditions of Use* and *Addendum I: Fair and Acceptable Use* documents. Liability for unlawful use rests with the signatory.
11. Users should be aware that staff have the ability to monitor internet and computer use.
12. The library does not take any responsibility for technical problems in accessing sites on the internet. The library cannot guarantee the internet will remain running at all times.
13. A maximum of 2 public users per internet computer is allowed at any one time.
14. Due to the problem of computer viruses NO outside disks or software programs may be used in any library computer. Disks can be purchased through the library.
15. Users are not permitted to modify the installed hardware or software in any way.
16. As with all formats of information, patrons must respect copyright laws and licensing agreements and abide by general rules of acceptable internet conduct. Acts of behaviour which may jeopardise a source's files, or behaviors which may jeopardise the library's account or access to resources will result in revocation of internet privileges at the library.

A copy of the *Copyright Act* is available at the library.
17. The library cannot be held responsible for the security or privacy of content left on the internet, or internet files on the computers by users. It is the users responsibility to remove any content at the completion of a session.
18. The library cannot be held responsible for the security or privacy of any information or content submitted over the internet.
19. The Shire of Wyndham - East Kimberley will co-operate fully with local, state or federal officials in any investigation concerning to or relating to any illegal activities conducted through the community library.
20. Chat, Telnet, File Transfer Protocol (FTP), Newsgroups, Internet Relay Chat (IRC) is not available.
21. A person may not install or alter any software on any computer.
22. Users are not permitted to download programs, shareware or any item from the internet.

For student use of the internet during school hours see:

ADDENDUM I: Kununurra District High School Students – Fair and Acceptable Use Policy.

GLOSSARY:

E-mail: Enables messages to be sent to anyone connected to the internet.

Chat: Allows you to join in discussions with other people on the internet.

Telnet: Enables remote access to other computers

FTP (File Transfer Protocol): The transfer of files from the internet onto your computer. Can also be used to upload files from your computer onto the internet.

Newsgroups: Also know as listservers, allow members to view and respond to messages generated by the discussion group.

IRC (Internet Relay Chat): Enables conversations to be held "live". As you type your words are immediately visible to other people on the internet.



INTERNET CONDITIONS OF USE

KDHS Students

My child(ren) attends Kununurra District High School. I have read and discussed the *Fair and Acceptable Use* and the *Internet and Online Services* policies with my child(ren). I am aware that my child(ren) may have some access to e-mail. I am also aware some student work may be published over the internet. I agree that the school wishes to protect my child(ren) from gaining access to undesirable material and has undertaken every precaution to ensure safe use of the internet. I give permission for my child(ren) to use the internet.

Name of Parent Guardian: _____

Date: _____ Signature: _____

I am a student at Kununurra District High School. I am aware that internet use is a privilege and not a right. I understand all the conditions of use relating to the internet.

Name of student: _____

Date: _____ Signature: _____

INTERNET CONDITIONS OF USE

Adult Public Library Users

I have read the *Fair and Acceptable Use* and the *Internet and Online Services* policies.

Name: _____

Date: _____ Signature: _____

I am aware that internet use is a privilege and not a right. I understand all the conditions of use relating to the internet.



INTERNET CONDITIONS OF USE

Public Library Users Aged Under 18

My child(ren) attends the Kununurra Library. I have read and discussed the *Fair and Acceptable Use* and the *Internet and Online Services* policies with my child(ren). I am aware that my child(ren) may have some access to e-mail. I give permission for my child(ren) to use the internet.

Name of Parent Guardian: _____

Date: _____ Signature: _____

I am aware that internet use is a privilege and not a right. I understand all the conditions of use relating to the internet.

Name of User: _____

Date: _____ Signature: _____

ADOPTED: 17/02/2000

REVIEWED:

AMENDED:



Shire of Wyndham East Kimberley
Council Policy Manual
F14

POLICY No:	F14
DIVISION:	Finance
SUBJECT:	Environmental Funding Policy – Environmental Allocation Fund
REPORTING OFFICER:	Executive Manager Corporate & Community Services
ENABLING LEGISLATION:	N/A

OBJECTIVE:

To consider a new Council Policy for the distribution of Environmental Allocation Funds to Community based environmental organisations.

POLICY:

Environmental Funding Policy – Environmental Allocation Fund

The following guidelines for distribution of Environmental Allocation Funds to community based environmental organisations are to apply.

(a) Fund Objective

Funds from Council may be made available for the following purpose;

To assist community groups in establishing and implementing environmental betterment initiatives within the Shire.

Projects should be and in keeping with Council's strategic direction and philosophies noted in Council's 2003-2008 Strategic Plan.

(b) Application Procedure

(i) Applications for funding from Council's Environmental Allocation Fund close at the Council Office on 30 April to be considered in the following financial year.

(ii) Applicants are encouraged to discuss potential local law, town planning scheme and development policy implications with Council staff.

- (iii) Applications should only be made when the applicant group is confident that any additional monies required to complete the project will be available if a Council grant is approved.

(c) Land/Site

If the applicant body is seeking capital funding for an environmental improvement project the project shall relate to crown reserve or land owned or vested in the Shire of Wyndham-East Kimberley.

(d) Limitations

- (i) Applicant groups, in applying for an environmental Funding Allocation (administration or capital) should provide supporting information in the form of a brief summary of their own financial position, their own contribution and program of time over which planned expenditure will occur.
- (ii) Council employees or equipment may be used in lieu of cash distribution and costs allocated against the relevant ledger folio.
- (iii) All capital works undertaken utilising funding from the Environmental Allocation Fund shall be completed to the satisfaction of Council.

(e) General Guidelines

- (i) Generally, Council contributions will be limited to a maximum of 50% of the capital cost of any project. Council contributions towards administration will be determined on merit.
- (ii) Applications must be submitted not later than 30 April for consideration in the following financial year.
- (iii) Applications will be acknowledged by Council.
- (iv) Council reserves the right to consider and allocate funds without the right of appeal.
- (v) Council reserves the right to request further information.
- (vi) All monies allocated must be spent and claimed by the 30 June in the financial year for which it was allocated, unless otherwise approved by Council.
- (vii) No capital project requiring funding shall commence without the written consent of Council.
- (viii) Money granted must be spent on the projects allocated.
- (ix) No money will be allocated for completed projects.

- (x) Council reserves the right to inspect at any time works in progress for which an environmental funding allocation has been granted.
- (xi) Applications will be considered at Council's sole discretion.
- (xii) Council reserves the right to set aside all and/or any project for budget consideration.
- (xiii) A statement of funds expended together with relevant acquittals will be required to be submitted to Council on the completion of the project

ADOPTED: 1 April 2003

REVIEWED:

AMENDED:



Shire of Wyndham East Kimberley
Council Policy
E14

POLICY No:	E14
DIVISION:	Engineering
SUBJECT:	Light Vehicle Purchase and Replacement Policy
REPORTING OFFICER:	Executive Manager Engineering and Regulatory Services
ENABLING LEGISLATION:	Local Government Act 1995 Local Government (Functions and General) Regulations 1996

OBJECTIVE:

The objective of this policy is to set the framework for the replacement or purchase of vehicles that have been approved by Council as part of its annual budget process to achieve the operations of the organisation.

POLICY:

The Chief Executive Officer will approve the replacement or the purchase of light vehicles.

The Chief Executive Officer will require a summary of quotations sought and received together with a recommendation for purchase from the Executive Manager Engineering and Regulatory Services in accordance with the adopted replacement/purchase program for the relevant financial year based on the following guidelines: -

- a) the scheduled replacement of light vehicles is 70,000 kilometres or three (3) years whichever occurs first,
- b) replacement vehicles will be like-for-like unless specified within the adopted replacement/purchase program for the relevant financial year,
- c) the overall (net cost) budgeted amount for light vehicles each financial year is the key financial parameter for the approval of the replacement or purchase of light vehicles,
- d) three quotes will be sought from authorised motor vehicle dealers and the choice of supplier will be based on price (60%), vehicle availability (40%). A 5% pricing allowance will be deducted from the net purchase price of locally based

(i.e. within the Shire of Wyndham East Kimberley) suppliers in calculating the price criteria.

- e) for the purposes of this Policy the delegation of power to the Chief Executive Officer for the disposal of property (vehicles) will be for a market value up to and including \$45,000 unless amended or withdrawn by Council as stated within the Delegations Manual.
- f) vehicles to be replaced may be disposed of by publicly invited tender, public auction or traded on the new vehicle. Where vehicles are offered for sale by auction, the reserve price will be determined by the Chief Executive Officer and guided by the Glass's Guide or Red Book valuation information.
- g) information on vehicles purchased in accordance with this Policy will be provided through the monthly Information Bulletin distributed with the Briefing Session papers and through the monthly Delegated Authority Report if applicable.
- h) where it is anticipated that the overall budgeted amount for the relevant financial year will be exceeded, a report will be presented to Council for consideration in respect of the anticipated over-expenditure.

Adopted: 19 May 2009
Reviewed:
Amended:



Shire of Wyndham East Kimberley
Council Policy
E12

POLICY No:	E 12
DIVISION:	Engineering and Development Services
SUBJECT:	Plant and Vehicles – Change Over
REPORTING OFFICER:	Executive Manager Engineering and Development Services
ENABLING LEGISLATION:	

OBJECTIVE

To provide clear direction to management and staff in relation to the purchase of Shire vehicles, whether cars, commercial vehicles or heavy plant, and establish a decision framework that;

- Ensures purchases are made in an open, fair and transparent manner;
- Delivers best value for money;
- Ensure open and effective competition;
- Encourage local suppliers;
- Ensure the Shire's purchasing activities are in accordance with its legislative and common law responsibilities.
- Ensure required vehicles are purchased within Councils adopted budget constraints.

POLICY:

1. Professional Integrity, Accountability and Probity

To enhance professional integrity, accountability and probity:

- Shire Officers engaged in purchasing will at all times undertake their duties in an ethical and impartial manner, act responsibly and exercise sound judgement;
- The Shire conducts tenders with integrity in accordance with the provisions of the Local Government Act 1995;
- All processes relating to Shire purchases will be open, fair and transparent;
- Shire Officers will not use or disclose information that confers unfair advantage or financial benefit or detriment on a supplier or potential supplier;

- Shire Officers will not engage in any activity that would create conflict between personal interest and the interest of the Corporation;
- Shire Officers have delegated authority to change over the vehicles within the annual adopted budget allocation.

2. Assessment

- For the purpose of tender/quotation assessment the following formula will be utilized;

Price	70%
Operates Local	10%
Availability	10%
Experience	10%

3. Local Business

To enhance the opportunities for local business and industry (which operate and have business situated within the Shires geographical area), local suppliers will be considered for Shire business on the basis of value for money, capability and efficient purchasing practices, in conjunction with the requirements of the Tender assessment or received quotations.

Adopted: 20/12/2005

Reviewed:

Amended:



Shire of Wyndham East Kimberley
Council Policy Manual
FC3

POLICY NO:	FC3
DIVISION:	Fire Control
SUBJECT:	Finance Assistance to Bush Fire Brigades
REPORTING OFFICER:	Executive Manager Engineering & Development Services
ENABLING LEGISLATION:	Bush Fires Act 1954 Section 36(a)

OBJECTIVE:

To provide incentive for local Brigades to acquire effective and safe fire fighting equipment.

POLICY:

Eligible Organisations

Bush Fire Brigades established in terms of Bush Fires Act 1954 and Council By-Laws and approved of by Council.

Equipment

600 litre slip-on fire fighting units, protective clothing, hand tools. All equipment must be endorsed and approved by the Bush Fires Board.

Subsidy

50% of total cost of item up to a maximum of \$3,000 subject to budget consideration

Applications

Must be submitted prior to 30th of April of each year and must contain an inventory of existing Brigade equipment.

Usage

Equipment is to be used exclusively for the control of fire or fundraising activities by the brigade. Equipment is to be used/operated by registered volunteers only. Fire units are to be accessible and operational 24 hours a day, and located under cover on either a ramp or gantry that facilitates placement on light truck or trailer by one person.

ADOPTED: 18 December 1997

REVIEWED:

AMENDED:



Shire of Wyndham East Kimberley
Council Policy Manual
E1

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POLICY No:	E8
DIVISION:	Engineering
SUBJECT:	Disposal of Councils Surplus/Redundant Equipment
REPORTING OFFICER:	Executive Manager Engineering and Development Services
ENABLING LEGISLATION:	Local Government Act Section 5.42

OBJECTIVE:

To dispose of Councils obsolete, redundant and surplus equipment, providing an opportunity for not-for-profit community groups/sporting clubs an opportunity to acquire this equipment at no cost.

POLICY:

Conditions relating to Chief Executive Officers delegation on disposal of Councils obsolete, redundant and surplus equipment.

1. That all obsolete/redundant and surplus equipment be stored at Shire depot.
2. That every quarter all (if any) obsolete, redundant and surplus equipment be advertised to not-for-profit community groups and sporting clubs for them to apply for the acquisition of the equipment.
3. That not-for-profit community/sporting groups formally apply to the Shire to acquire the equipment providing justification why the equipment is required and where it will be located, applications are to be submitted in advertised time frame.
4. That Councils Chief Executive Officer formally assess all applications and present an item to Council for endorsement.
5. That all obsolete, redundant and surplus equipment remaining after the above process is complete are to be advertised for public tender.

ADOPTED: 17th August 2004

REVIEWED:

AMENDED:



Shire of Wyndham East Kimberley
Council Policy Manual
E4

POLICY No:	E4
DIVISION:	Engineering
SUBJECT:	Refuse Site Management
REPORTING OFFICER:	Executive Manager Engineering and Development Services
ENABLING LEGISLATION:	Local Government Act 1995

OBJECTIVE:

To provide for orderly management of the Kununurra and Wyndham refuse sites.

POLICY:

Waste Management Contractors must prescribe materials to be scavenged and actively scavenge them.

Waste Management Contractor to erect a sign listing materials prescribed for scavenging.

Prescribed materials can only be scavenged by contractor. Scavenging by those other than contractor is prohibited.

Minor and occasional scavenging of non-prescribed materials is allowed provided that such activities do not negatively impact on the management of the trip.

Any change in prescription of materials to be scavenged being given one months notice.

ADOPTED: 20 July 2004

REVIEWED:

AMENDED:

13.5.5 Ord East Kimberley Expansion Project – Dedication of Public Roads and Comparable Rate Income

DATE:	28/04/2015
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	Shire of Wyndham East Kimberley
AUTHOR:	Louise Gee, Acting Chief Executive Officer
REPORTING OFFICER:	Louise Gee, Acting Chief Executive Officer
FILE NO:	N/A
DECLARATION OF INTERESTS:	Nil

PURPOSE

For Council to consider obtaining legal advice to confirm the feasibility of introducing a Specified Area Rate for the Ord East Kimberley Expansion Area.

BACKGROUND

At the 29 April 2014 Ordinary Council Meeting the Council resolved to support the dedication of roads once the farmland that the roads service became rateable at comparable rates to existing RA1 farmland associated with the Ord East Kimberley Expansion Project. The Council decision was:

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

The above mentioned roads Deposited Plans were lodged on 23 June 2014 and approved on 25 June 2014 and then 'dedicated' to the Shire on 29 June 2014. This is a similar process to other roads such as roads created as part of the Lakeside sub-division.

The construction 'defects liability' period was completed in October 2014.

STATUTORY IMPLICATIONS

Section 28 of the Land Administration Act 1997 ("LAA")

28. *Subdivisions of Crown land, dedication etc. of roads in*

- 1) *When the Minister causes a parcel of Crown land within the district of a local government to be surveyed into locations or lots under section 27 and the plan of that survey is approved by an authorised land officer, any land delineated and shown on that plan as a new road, or an extension or widening of a road, is, subject to subsection (2) –*
 - (b) *By force of this subsection dedicated as a road; and*

- (c) *Placed under the care, control and management of the local government.*
- 2) *To be dedicated under subsection (1), land must at the time of dedication be –*
 - (a) *Unallocated Crown land; and*
 - (b) *Designated on the relevant plan of survey as having the purpose of a road.*

Section 6.37- Specified area rates of the Local Government Act 1995

- (1) *A local government may impose a specified area rate on rateable land within a portion of its district for the purpose of meeting the cost of the provision by it of a specific work, service or facility if the local government considers that the ratepayers or residents within that area —*
 - (a) *have benefited or will benefit from; or*
 - (b) *have access to or will have access to; or*
 - (c) *have contributed or will contribute to the need for,**that work, service or facility.*
- (2) *A local government is required to —*
 - (a) *use the money from a specified area rate for the purpose for which the rate is imposed in the financial year in which the rate is imposed; or*
 - (b) *to place it in a reserve account established under section 6.11 for that purpose.*
- (3) *Where money has been placed in a reserve account under subsection (2) (b), the local government is not to —*
 - (a) *change the purpose of the reserve account; or*
 - (b) *use the money in the reserve account for a purpose other than the service for which the specified area rate was imposed,**and section 6.11(2), (3) and (4) do not apply to such a reserve account.*
- (4) *A local government may only use the money raised from a specified area rate —*
 - (a) *to meet the cost of providing the specific work, service or facility for which the rate was imposed; or*
 - (b) *to repay money borrowed for anything referred to in paragraph (a) and interest on that money.*
- (5) *If a local government receives more money than it requires from a specified area rate on any land or if the money received from the rate is no longer required for the work, service or facility the local government —*
 - (a) *may, and if so requested by the owner of the land is required to, make a refund to that owner which is proportionate to the contributions received by the local government; or*
 - (b) *is required to allow a credit of an amount proportionate to the contribution received by the local government in relation to the land on which the rate was imposed against future liabilities for rates or service charges in respect of that land.*
- (6) *Where —*
 - (a) *before the coming into operation of the Local Government Amendment Act 2012 Part 2 Division 5, a specified area rate was imposed, or*

purportedly imposed, under this section by a local government for the purpose of the provision of underground electricity; and

- (b) *the underground electricity was not, or will not, be provided, or not wholly provided, by the local government,*

the rate is, and is taken always to have been, as validly imposed under this section as it would have been if, at the time of the imposition of the rate, the local government were to provide the underground electricity.

[Section 6.37 amended by No. 2 of 2012 s. 20.]

POLICY IMPLICATIONS

Council Policy Number: CP FIN – 3200 Strategic Rating Policy

Section 1.2 Specified Area Rate

The Council is able to impose a Specified Area Rate to meet the cost of undertaking specific work, providing a service or facility if the Council considers that the ratepayers or residents within that area will:

- *Have benefited or will benefit from; or*
- *Have access to or will have access to; or*
- *Have contributed or will contribute to the need for,*

That work, service or facility.

The Council will consider its options to set a Specified Area Rate, if appropriate, when developing its Rating Strategy.

FINANCIAL IMPLICATIONS

There will be a financial cost for obtaining the recommended legal advice.

STRATEGIC IMPLICATIONS

Strategic Community Plan 2012-2022

Goal 2: Greater returns from regional investment to ensure sustainable provision of appropriate physical and social infrastructure

Objective 2.3: Facilities are appropriate for their intended purpose and factor in whole of life costing and maintenance

Strategy 2.3.2: Plan, design and budget for sustainable infrastructure

COMMUNITY ENGAGEMENT

The Shire of Wyndham East Kimberley's CP/GOV-3100 Community Engagement Policy has been considered in relation to this item.

COMMENT

The Council has been reluctant to accept management of the dedicated roads until a sufficient income stream is received towards the costs of maintaining the roads. The Council

in accordance with its Strategic Rating Policy needs to ensure that property rating is equitable and property rates reflect the cost of maintaining assets which benefit the principle user of those assets.

A letter has been received from the State Solicitor's Office dated 27 March 2015, refer attachment 1, which advises that the Shire *"under section 28 (1) (b) of the LAA" the Shire now has the care, control and management of the roads."*

If the Shire does not maintain the now dedicated roads the Shire is exposed to high risk as should there be an accident that was contributed to a lack of maintenance of the road then the Shire may be considered to have acted negligently by the courts and its insurers.

Technically the conditions in the Shires April 2014 resolution have been met, i.e. the Shire is rating the land at comparable rates to existing RA1 farmland. The issue is the valuation of the leased land is much lower and therefore generates much lower rates overall.

The issue is how the Shire raises additional rates to offset maintenance costs. As the wet season has ended the Shire will soon be required to undertake slashing and pot-hole maintenance. In August 2015 the Shire will complete the second coat seal of the roads using \$2.85m (plus interest) of reserve funds provided by Regional Development and Lands (RDL).

Section 6.37 of the Local Government Act 1995 advises that a local government may impose a specified area rate on rateable land within a portion of its district for the purpose of meeting the cost of the provision by it of a specific work, service or facility if the local government considers that the ratepayers or residents within that area —

- (a) have benefited or will benefit from; or
- (b) have access to or will have access to; or
- (c) have contributed or will contribute to the need for, that work, service or facility.

A Specified Area Rate would require detailed investigation and legal advice to confirm feasibility and whether there is a valid basis for objection by landowners.

Council should also note that the Shire will receive additional Commonwealth Government, FAGS and R2R grants for the additional road lengths now on the Shires Road Register.

ATTACHMENTS

Attachment 1 - Letter from State Solicitor's Office

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council direct the Chief Executive Officer to seek legal advice to confirm the feasibility of introducing a Specified Area Rate for the Ord East Kimberley Expansion Area and whether there is a valid basis for objection by landowners.

COUNCIL DECISION

Minute No. 10921

Moved: Cr G Taylor

Seconded: Cr B Robinson

That Council direct the Chief Executive Officer to seek legal advice to confirm the feasibility of introducing a Specified Area Rate for the Ord East Kimberley Expansion Area and whether there is a valid basis for objection by landowners.

Carried Unanimously 8/0



STATE SOLICITOR'S OFFICE

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Perth, Western Australia 6000
GPO Box B83 Perth WA 6838
Telephone (08) 9264 1888
Fax (08) 9264 1440
Email sso@sso.wa.gov.au
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Your Ref: 3015-12
SSO Ref: Anthony de Rooy | (08) 9264 1888 | a.deroy@sso.wa.gov.au
Enquiries:

Shire President
Shire of Wyndham - East Kimberley
PO Box 614
KUNUNARRA WA 6743

Attention: Cr John Moulden

Date: 27th March 2015

Dear Sir,

MOONAMUG ROAD; JANDAMI ROAD; WOOLJIM ROAD; & MINJILJIRGA LANE.

We act for the Department of Regional Development ('DRD').

We have been instructed that the above roads have been dedicated pursuant to section 28(1) of the Land Administration Act 1997 ("LAA").

We have also been instructed that the Shire of Wyndham – East Kimberley ("SWEK") has, or may have, some issues as to which party has the care, control and management of the roads.

In that regard, DRD has asked us to draw your attention to section 28 of the LAA which section reads as follows-

"28. Subdivisions of Crown land, dedication etc. of roads in

- 1) When the Minister causes a parcel of Crown land within the district of a local government to be surveyed into locations or lots under section 27 and the plan of that survey is approved by an authorised land officer, any land delineated and shown on that plan as a new road, or an extension or widening of a road, is, subject to subsection (2) –
 - (a) by force of this subsection dedicated as a road; and
 - (b) placed under the care, control and management of the local government.
- 2) To be dedicated under subsection (1), land must at the time of dedication be –
 - (a) unallocated Crown land; and
 - (b) designated on the relevant plan of survey as having the purpose of a road."

Finally, we have been instructed by DRD to point out to you that, under section 28 (1) (b), SWEK now has the care, control and management of the roads.

Yours sincerely


Anthony de Rooy
SENIOR ASSISTANT STATE SOLICITOR

CC Peter Stubbs,
Dept. of Regional Development

13.5.6 Outstanding Items from Council Resolutions

DATE:	28/04/2015
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	Shire of Wyndham East Kimberley
AUTHOR:	Monika Tonkin, Executive Assistant
REPORTING OFFICER:	Louise Gee, Acting Chief Executive Officer
FILE NO:	N/A
DECLARATION OF INTERESTS:	Nil

PURPOSE

To report to Council on progress of implementing Council resolutions and provide comment on outstanding actions from Council resolutions.

BACKGROUND

At each meeting of Council, resolutions are made which require actions to be taken by Officers to implement those resolutions. This monthly update advises the Council as to the status of the implementation of resolutions.

STATUTORY IMPLICATIONS

Nil

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Strategic Community Plan 2012-2022

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 1.4.2: Improve the efficiency and productivity of Shire services

COMMUNITY CONSULTATION

None required.

COMMENT

Attachment 1 summarises all actions from March OCM resolutions.

Attachment 2 summarises all actions that are outstanding from previous OCM resolutions.

ATTACHMENTS

Attachment 1 - Actions from March OCM resolutions

Attachment 2 – Outstanding actions from previous OCM resolutions

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council notes the report - Outstanding actions from Council resolutions.

COUNCIL DECISION

Minute No. 10922

Moved: Cr K Wright

Seconded: Cr G King

That Council notes the report - Outstanding actions from Council resolutions.

Carried Unanimously 8/0

Item	Resolution	Progress Comment	Completed
CONFIRMATION OF MINUTES OF ORDINARY COUNCIL MEETING OF 24/02/2015	That Council confirms the Minutes of the Ordinary Council Meeting held on 24/02/2015 with an amendment to Minute No. 10805. Point 2 in the Minute is to be 4.16 instead of 4.3 and 4.16.2 instead of 4.3.2.	Minutes were amended and signed off by the Shire President and updated on the website	Yes
Review of CP-FIN 3211 Pricing Principles and Pricing Basis Policy for Fees and Charges	<p>That Council:</p> <ol style="list-style-type: none"> 1. Adopts the revised CP-FIN 3211 Fees and Charges Pricing Policy noting the change in title from the former "Pricing Principles and Pricing Basis Policy for Fees and Charges subject to amending the following; <ol style="list-style-type: none"> a. The gymnasium entry fees b. Leisure Centre entry fees To have the principle as private. 2. Notes that the Policy will be utilised in part for the review of fees and charges associated with not only the 2015/16 budget process but also the revision of the Long Term Financial Plan. 	Council determined to consider the revised Policy at a briefing session which was held on 14 April. The revised Policy will be represented at the April OCM.	No
Consideration of a Customer Service Policy and Complaints Management Policy for Adoption	<p>That Council:</p> <ol style="list-style-type: none"> 1. Endorse the Customer Service Policy effective immediately; 2. Endorse the Complaints Management Policy effective immediately; 3. Directs the Acting Chief Executive Officer to seek public comment in relation to the Customer Service Policy and the Complaints Management Policy; 4. Notes that the Communications Policy resolved at the December Ordinary Meeting of Council has been separated into two policies, being the Customer Services Policy and a new Media Policy that is currently in development; 5. Notes that to ensure the appropriate implementation of a Customer Service Charter incorporating service standards, the Shire will require a significant review of procedures and systems to support its implementation and ongoing measurement against the standards set, which is not funded in 2014/15 and would need to be considered as part of the 2015/16 Budget Process. 	The Council endorsed a draft Customer Services Policy and Complaints Management Policy at the March OCM. Public comment is now being sought for a period of 28 days to be provided to the Council for consideration prior to the adoption of the Policies. The endorsed Policies have been communicated to staff and the leadership team, and are currently in use.	No
KDHS Bus Access Parking	That Council directs the Acting Chief Executive Officer to advise the Public Transport Authority that the current Kununurra District High School bus route necessitates busses undertaking an illegal turn when they exit the school grounds and turn left to enter Coolibah Street and that a right turn by the busses into Coolibah street could be made legally.	Letter forwarded to Public Transport Authority detailing Council's resolution.	Complete

Item	Resolution	Progress Comment	Completed
Caravan Park Licence Renewals	That Council approve the renewal of Caravan Parks and Camping Grounds licences for: Mt Elizabeth Station, Home Valley Station River Camp, Home Valley Station Homestead Campground, McGowan Island Beach Resort, Lake Argyle Resort, and Hidden Valley Caravan Park as detailed in Attachment 1.	Caravan Parks and Camping Grounds licences forwarded to operators.	Yes
Lot 555 (116) Coolibah Drive, Kununurra - Proposed Liquor Store	<p>That Council, having considered all objections, grants planning approval for the proposed liquor store at Lot 555 (116) Coolibah Drive subject to the following conditions:</p> <p>1. Development shall be in accordance with the approved plan(s) and subject to any modifications required as a consequence of any conditions of this approval. The endorsed plans shall not be modified or altered without the prior written approval of the local government.</p> <p>2. The building, paved areas, drainage, fencing/walls, line-marking, painted directional signage, lighting and landscaped areas associated with the approved development must be kept and maintained to the satisfaction of the Shire.</p> <p>3. The amenity of the area must not be detrimentally affected by the use or development through the:</p> <p>3.1 Transport of materials, goods or commodities to or from the land; 3.2 Appearance of the building, works, or materials; 3.3 Emission of noise, artificial light, vibration; 3.4 Littering of packaging or other waste</p>	Approval letter sent 15 April 2015.	Yes
Fees and Charges addition – Outdoor Dining and Display of Goods	<p>That Council resolves to:</p> <p>1. Adopt new entries into the Fees and Charges register of: "Outdoor Dining Application Fee \$150, Annual Permit Fee \$10/m²". "Display of Goods Application Fee \$150 Annual Permit Fee \$10/m²"</p> <p>Following the public notice requirements provided in the Local Government Act 1995 (WA).</p> <p>2. Correct the Trader's Permit entry of the Fees and Charges register to delete the "(up to 4 hours per day)" wording.</p>	Public Notice of new fees given on 9 April 2015	Yes

Item	Resolution	Progress Comment	Completed
Outdoor Dining Permit at Lot 614 Messmate Way, Kununurra	<p>That Council:- APPROVES the request submitted by Guillaume Tollec for an outdoor dining permit at Lot 641 (shop 5) Messmate Way, subject to compliance with the following conditions, to the satisfaction of Shire officers:</p> <ol style="list-style-type: none"> 1. The permit is valid for 12 months. 2. The applicant shall make payment of an Outdoor Dining permit fee, upon completion of the local public notice process and imposition of the fee into the Shire's Fees and Charges schedule. 3. The applicant shall be responsible for: <ol style="list-style-type: none"> i. Indemnifying the Shire in writing with regard to any claims that may arise in this public place. As such, the onus remains with the applicant to ensure that adequate Public Liability Insurance Cover is provided to a minimum of \$10 million. A copy of the trader's public liability insurance must be provided to the Shire of Wyndham East Kimberley prior to the trading date; ii. Ensuring that the dining use is conducted at all times in accordance with the provisions of the Shire's local laws; iii. Maintaining the furniture in the public place in a good, clean and serviceable condition at all 	<p>Applicant advised on 9 April 2015 of outcome of the March 2015 Ordinary Council Meeting and of the new fees adopted by Council.</p>	No
Unnamed Creek Crossing - Victoria Highway	<p>That Council:</p> <ol style="list-style-type: none"> 1. Directs the Acting Chief Executive Officer to write to the MG Corporation to seek advice from the relevant Traditional Owners on the proposed formal naming of 'Philchowski Crossing', and potential indigenous naming of the creek. 2. Directs the Acting Chief Executive Officer to undertake research and compile supporting documentation to demonstrate Philchowski's contribution to the community or historical significance. 3. Endorses the proposed formal naming of 'Philchowski Crossing', and advises the Geographic Names Committee of its endorsement, subject to adequate supporting documentation being compiled and no objection being received from Traditional Owners. 	<p>Letter sent to MG Corporation dated 20 April to seek advice from relevant Traditional Owners.</p>	

Item	Resolution	Progress Comment	Completed
RSL Request for Flagpoles on ANZAC Day	<p>That the Council authorises the Acting Chief Executive Officer to write to the RSL advising that:</p> <p>a) the Shire will install one (1) flagpole at ANZAC Hill for ANZAC Day 2015;</p> <p>b) the Shire is not able to assist with the movement of the flagpole footings or supply additional flagpole footings or flagpoles at the Cenotaph for ANZAC Day 2015;</p> <p>c) the Shire requests that the RSL put in an application for a Quick Grant to support the ANZAC Day 2015 event;</p> <p>d) the Shire recommends that the RSL consider putting in an application under Council's Annual Grant Program for assistance with the future relocation of the cenotaph.</p>	The letter was sent to the RSL.	Yes
Annual Report 2013/14	<p>That Council:</p> <p>a) Accepts the Annual Report for the year ended June 2014.</p> <p>b) Directs the Acting Chief Executive Officer to advertise that the Annual General Electors meeting will be held at 6pm on the 28 April 2015.</p>	The Annual Report has been made available to the public and public notice of this has been issued. The AGE meeting has been scheduled and public notice issued.	Yes
Code of Conduct Complaint Handling Procedure	That item 16.1 Code of Conduct Complaint Handling Procedure be deferred to a briefing session for further consideration.	Code of Conduct Complaint Handling Procedure considered by Council at the April Briefing.	Yes
CONFIDENTIAL ORD RIVER SPORTS CLUB BUILDING WORKS	<p>That Council direct the Acting Chief Executive Officer to:</p> <p>1. Seek quotations, as per Council Policy CP FIN-3204 Purchasing Policy, for the first three items listed in section 3.2 of the Structural Inspection Report dated 9 February 2015. These being:</p> <p>a. Remove roof ridge flashing and ensure end of sheets are adequately turned up at end of the sheets and seal between the ridge capping and roof sheeting.</p> <p>b. Clean out all gutters and provide additional outlets and overflows to ensure water does not enter building in the event that the gutters reach their capacity.</p> <p>c. Remove redundant penetrations in roof sheeting and ensure positive drainage around all penetrations and roof fixtures.</p> <p>2. Allocate expenditure for the works listed in item 1, in the mid-year budget based on the quotes received.</p>	3 Quotations have been sought, two have been received and still awaiting one.	20-Apr-15

Item	Resolution	Progress Comment	Completed
CONFIDENTIAL Ord River Sports Club Lease	<p>That Council:</p> <p>1. Revokes Minute No. 8839 resolution 1(b) and (d), of the Ordinary Council Meeting held on 15 September 2009.</p> <p>"b) agreement to a 21 year lease will only be possible upon completion of the Master Planning Exercise, and the amendment of the Constitution for the addition of a Councillor of the Shire of Wyndham East Kimberley and a member of the Board of the MG Corporation, and</p> <p>d) the 21 year lease will include compensation to the ORSC Incorporated for the improvements made based on a methodology to be agreed so as to value the improvements at the expiration of the lease period."</p> <p>2. Revokes Minute No. 8839, resolution 2 of the Ordinary Council Meeting held on 15 September 2009.</p> <p>"That Council authorise the Acting Chief Executive Officer and Cr Keith</p>		
CONFIDENTIAL Ord River Sports Club Lease	That Council directs the Acting CEO or their delegate to offer a special payment arrangement with Ord River Sports Club Inc. for a period which does not extend beyond July 2020, being approximately 5 years, for the payment of outstanding rates and charges (\$19,799.71), if requested by the Club.		
CONFIDENTIAL Ord River Sports Club Lease	That Council subject to the payment in full of the invoice (\$19,799.71) by Ord River Sports Club Inc. or a signed special payment arrangement with Ord River Sports Club Inc. for the above invoice (\$19,799.71) offers the Sports River Sports Club Inc. a Lease over portion of Reserve 33112, Lot 2313, 34 Chestnut Avenue, subject to the approval of the Minister of Lands.	Draft lease has been developed and forwarded to ORSC	16-Apr-15
CONFIDENTIAL Ord River Sports Club Lease	That Council offer the Ord River Sports Club Inc. a 21 year lease, subject to the approval of the Minister of Lands over portion of Reserve 33112, Lot 2313, 34 Chestnut Avenue.	Draft lease has been developed and forwarded to ORSC	16-Apr-15
CONFIDENTIAL Ord River Sports Club Lease	<p>That Council directs the Acting Chief Executive Officer to:</p> <p>1. Include in the lease terms that the lease rental fee should be set at \$500.00 plus GST for the first 12 months of the lease; and that the subsequent lease rental fee will be in accordance with an independent valuation.</p> <p>2. Include in the Lease terms that the lease rental will be reviewed after a 12 month period and then subsequently every 3 years.</p>	Draft lease has been developed and forwarded to ORSC	16-Apr-15

Item	Resolution	Progress Comment	Completed
Matters arising from committees of council	<p>That the Audit (Finance and Risk) Committee recommends to Council to require the Wyndham Community Club Committee to:</p> <ol style="list-style-type: none"> 1. Either <ol style="list-style-type: none"> a. meet their outstanding rates debt on assessment A501 within 60 days; or b. enter into a suitable payment plan approved by the Chief Executive Officer; and 2. Formalise the lease of Lot 472 Great Northern Highway, Wyndham with the Shire within 90 Days 	<p>Audit (Finance and Risk) Committee resolution on 10 February 2015 was considered by the Council on 24 February 2015 resolving a way forward. Ratepayer was advised of the outcome on 7 April.</p>	In progress
Lease of portion of Reserve 41812 – Ingle Pty Ltd (Lakeside Resort)	<p>That Council:</p> <ol style="list-style-type: none"> 1. Offers Ingle Pty Ltd a 21 year lease, for portion of Reserve 41812, part Lot 502 on Deposited Plan 64834, adjoining Lakeside Resort, Casuarina Way Kununurra, and the annual rental amount be set at \$25,750, to be reviewed every two years; 2. Advertises its intention to enter into a lease over portion of Reserve 41812 to Ingle Pty Ltd for 14 days in accordance with section 3.58 of the Local Government Act 1995; 3. Delegates the power to sign the lease to the CEO and Shire President, subject to receiving no objections during the advertising period. 	<p>Final lease document provided for signing. Lessee has requested clarification on the lease commencement date and survey area. To be considered at April OCM.</p>	No
Road Closure, Long Michael Plain Road	<p>That Council:</p> <ol style="list-style-type: none"> 1. Finalise the process for the closure of Long Michael Plain Road; 2. Acknowledges there were no submissions against the closure of the Long Michael Plain Road and there were four (4) submissions acknowledging the pending closure; 3. Resolve to request the Minister of Lands to close the road as per section 168 of the Land Administration 1997 Act , and 4. Upon response from the Minister of Lands removes Long Michael Plain Road from the Shire's Road Register. 	<p>Now with RDL for closure. RDL undertaking survey for closure. Now awaiting RDL to complete.</p>	No
Ord East Kimberley Expansion Project - Dedication of Public Roads	<p>Deferred to July Council Briefing Session.</p>	<p>August Council Briefing Session decided to list as Cabinet Agenda item when they visit in October. Meeting with Minister for LG undertaken, no real outcome. Council to consider Rating Strategy response as part of 2015/16 budget process.</p>	No

Item	Resolution	Progress Comment	Completed
Development Application for Change of Use - Shop at Lot 11, Pruinosa Street, Kununurra	That Council approves the planning application for a Change of Use - Shop at Lot 11 Pruinosa Street, 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 Shire; 2) A total of 20 parking spaces are to be provided onsite in accordance with a parking layout plan approved by the Shire prior to the commencement of the use; 3) All vehicle access/egress from the site must comply with the requirements of the Shire and Main Roads Western Australia; 4) The road reserve is for expansion of the road network and if needed any part of the driveway access/egress that is in the road reserve shall be removed. Future location and use of driveway access/egress requires approval and negotiation with Department of Main Road Western Australia; 5) Access directly onto the Victoria Highway from Lot 11 Pruinosa Street, Kununurra is not permitted. The installation of measures to prohibit access is required, which are to be approved by the Shire and Department of Main Road Western Australia, and maintained by the applicant.	Approval letter sent 27 June 2014. Specific advice regarding the ACROD disabled bay and kerb ramp design has been provided to the landowner to undertake required works. Ongoing discussions with applicant regarding the outstanding disabled parking bay.	No
Speed Limit Review - Lake Argyle Road	That Council requests the Chief Executive Officer or their delegate write to: 1) Main Roads WA requesting consideration of reducing the speed limit on Lake Argyle Road between Victoria Highway and Lake Argyle Resort to a maximum speed limit of 80km / hour, where it is currently 90 or 110km / hour; and 2) WALGA Roadwise Committee seeking support in reducing the speed limit on Lake Argyle Road between Victoria Highway and Lake Argyle Resort to a maximum speed limit of 80km / hour, where it is currently 90 or 110km / hour.	Works Completed	Complete
Motion from Cr Glenn Taylor	That Council: 1) undertakes to remove the locked gates on the access path to the top of Kelly's Knob and replace them with an appropriate lockable bollard to prevent unauthorised vehicle access; and 2) that the 2014/2015 budget caters for this by re-allocating the appropriate funds from existing Infrastructure/Road Maintenance/Amenity Maintenance allocations, so as there is no net increase in expenditure due to this item.	Communications commenced with Broadcast Australia and Ord Irrigation Cooperative to formalise proposed changes to access and gates. It is anticipated that OIC will object to the proposal which may delay the project.	In Progress
Adoption 2014/15 Budget	That Council, in accordance with Section 6.20 of the Local Government Act 1995, raises a Building and Infrastructure Loan for \$303,218 in 2014/15.	Master Lending Agreement has been returned to WATC. Further quotes will be sourced from WATC when the funds are required.	No

Item	Resolution	Progress Comment	Completed
Adoption 2014/15 Budget	<p>That the Council:</p> <ol style="list-style-type: none"> 1. directs the CEO, and all procurement delegates, to seriously consider the expenditure of funds prior to commitments being made to ensure that the expenditure is the best value for money for ratepayers and is absolutely warranted or if further savings could be made; 2. directs the CEO, or their delegate, to investigate <ol style="list-style-type: none"> a. further savings opportunities associated with the operation of the Wyndham Pool, Kununurra Leisure Centre and Library Services that are to be brought back to elected members for consideration prior to the 2014/15 Mid Year Budget Review; b. potential leasing opportunities for the Kununurra Youth Centre; and c. opportunities for the sale, lease or co-location of Shire-owned land and buildings. 3. directs the CEO, or their delegate to write to DLGC and ask them to carry out a probity audit on the Shire (SWEK operations) at no cost to SWEK for external agencies. 	<p>Staff have been advised of Council's direction and requirements of this decision. Probity audit requested and approved (intended to be on-site on another matter). DLG were on-site on 23 September with a final report yet to be provided.</p>	In progress
Proposed Transfer of Part Lot 3004, Portion of Reserve 50425, Adjoining Kimberleyland Holiday Park	<p>That Council advises the Department of Water:</p> <ol style="list-style-type: none"> 1. That the Shire of Wyndham East Kimberley is willing to take on management of portion of Reserve 50425, being part Lot 3004 on Deposited Plan 46759, subject to survey, if required and at no cost to the Shire. 2. That the Shire requires access to maintain existing drainage facilities on a portion of Lot 3004 on Deposited Plan 46759 which is within the Priority Drinking Water Source Area (PDWSA), and wishes to continue discussions to identify an appropriate mechanism for the continued maintenance of this asset. 	<p>Letter and copy of the minutes sent to Department of Water, and the Department of Lands.</p>	No

Item	Resolution	Progress Comment	Completed
Reserve 24857 - Wyndham Turf Club - Encroachment of Racecourse onto Unallocated Crown Land	<p>That Council:</p> <ol style="list-style-type: none"> 1. Advises the Department of Lands that: <ol style="list-style-type: none"> a) The Shire of Wyndham East Kimberley has identified an approximately 13ha area of unallocated Crown land to be included into Reserve 24857 to address the encroachment of the Wyndham Racecourse as depicted on the attached aerial photograph. b) The Shire of Wyndham East Kimberley indemnifies the Minister for Lands against any costs arising from the future act process. 2. Advises the Wyndham Turf Club that they will be responsible for any costs incurred by the Shire of Wyndham East Kimberley arising from the future act process. 	Letter and copy of the minutes sent to both Department of Lands and Wyndham Turf Club. Department of Lands has advised that the Shire is the proponent and seeking the Shires agreement to pay survey costs. and to commence discussions with the Balanggarra #3 PBC. Meeting to be arranged with Balanggarra Aboriginal Corporation and matter to be considered at May OCM.	No
East Kimberley Marketing Group Funding Request	<p>That Council will continue to fund the East Kimberley Marketing Group for the next phase of implementing their Marketing Plan on the following conditions:</p> <ol style="list-style-type: none"> a) that incorporation is achieved, ABN registered (for GST compliant invoices) and the Bank Accounts established before any more funding is provided; and 	EKMG have been notified and awaiting invoices	No
Proposed pedestrian refuge island and associated pavement markings, Konkerberry Drive and Banksia Street Intersection following asphalt overlay	That Council approve Option 1 as shown on Concept Drawing KON-14-1 including provision of a dedicated right turn pocket for vehicles entering Coles shopping car park area and the provision of a refuge island for pedestrians/cyclists crossing Konkerberry Drive.	Works scheduled over January – March 2015 subject to suitable weather conditions for placement of in-situ concrete and MRWA approval granted. Pavement line markings and regulatory signage installed by MRWA contractor when in town likely mid 2015	In Progress
Proposed Drainage Upgrade Konkerberry Car Park Back of Sub-Way	<p>That Council:</p> <ol style="list-style-type: none"> 1. approves the proposed drainage design as shown in Drawing SWEK-BADR-003; and 2. notes that flooding of the car park will not be completely ameliorated by the proposed Banksia Street diversion improvement works and that some ponding will still occur. 	Works currently in progress.	In Progress
Ivanhoe Road to Lily Lagoon Drainage	<p>That Council:</p> <ol style="list-style-type: none"> 1) Requests Department of Lands to establish drainage easements as shown in general form on the plan in Attachment 3. 	Department of Water have indicated that they will not support or approve the application for easements. Further report to be provided to Council on this matter.	No

Item	Resolution	Progress Comment	Completed
Results of Tender T3 14/15 – Airport Terminal Vehicle Hire Booths and Parking Bay	<p>1. That Council accept the offer made by the 3 respondents; <input type="checkbox"/> WTH Pty Ltd, t/a Avis <input type="checkbox"/> Busby investments t/a Budget <input type="checkbox"/> Territory Rent a car, t/a Thrifty, for the occupancy of the respective East Kimberley Regional Airport concession booth areas and parking bays 2. A lease agreement is entered in to between Council and each respondent for the provision of a 5 year lease, comprising of an initial 3 year term with a further 2 year exercisable option. 3. The lease be subject to the pricing specifications approved previously by Council Resolution 10498 (See attachment 1) 4. Parking bay licencing arrangement be established for respondents as per Council Resolution 10498 5. Parking bays be assigned to respondents and necessary signage erected as per Council Resolution 10498</p>	Lease completed, with Car Hire companies for signature..	No
Waste and Green Waste at Crossing Falls	<p>That Council: 1) sends a letter to Crossing Falls residents advising them that all household waste must be placed in their wheely bin or taken directly to the licenced Shire landfill facility, that green waste should not be deposited at the disused gravel pit on Crown Land at the corner of Crossing Falls Road and Cherubin Road and that residents may dump up to 1 m3 per day without charge at the licenced Shire landfill facility; 2) approaches the Crossing Falls Fire Brigade with a request to supervise the once off burning of the current pile of green waste at the site; and 3) places a rock barrier at the entrance to the disused gravel pit, using waste maintenance funds.</p>	Letters sent to Crossing Falls residents and to the Crossing Falls Fire Brigade. Crossing Falls Brigade have requested this item not be progressed while it seeks State approval to undertake training at the site.	No

Item	Resolution	Progress Comment	Completed
Lease of Concession Stand, East Kimberley Regional Airport	<p>That Council:</p> <ol style="list-style-type: none"> 1. Authorises the property (one concession booth at East Kimberley Regional Airport) to be advertised for disposal (lease) to Bradleigh Trading Pty Ltd as per the provisions of the WA Local Government Act 1995, sect 3.58(3)(4) "Disposing of property". 2. If no objections are received through public notification process, then; <ul style="list-style-type: none"> o Authorises the Chief Executive Officer to execute the new lease with Bradleigh Trading Pty Ltd for the vacant booth area at the East Kimberley Regional Airport with the following conditions; <ul style="list-style-type: none"> <input type="checkbox"/> Permitted use of administration and office duties allowed. <input type="checkbox"/> Lease to be an initial 1 year period, with an ongoing option of monthly extensions based on agreement between the lessor and the lessee, (the short lease period will allow Council the flexibility to install new Car Hire tenants if the need arises). <input type="checkbox"/> Rent set at the property valuation level of \$5,000 per annum with normal CPI increases. 	The lease documents are currently being executed.	In Progress
Requests for Information	<p>That the Acting Chief Executive Officer develop the following for Council consideration in 2015:</p> <ol style="list-style-type: none"> 1. Communications Policy 2. Customer Service Charter 3. Complaints Policy 	The Council endorsed a draft Customer Services Policy and Complaints Management Policy at the March OCM. Public comment is now being sought for a period of 28 days to be provided to the Council for consideration prior to the adoption of the Policies. The endorsed Policies have been communicated to staff and the leadership team, and are currently in use.	In progress
Motion received from Cr R Dessert	<p>That Council instructs the Chief Executive Officer to:</p> <ol style="list-style-type: none"> 1. Write to The West Australian newspaper advising them: <ul style="list-style-type: none"> a) Of the communities concern at no longer being able to buy a hard copy of the newspaper in Kununurra and Wyndham, and b) Requests The West Australian to liaise with the Shire on alternative means of freighting newspapers to the Shire to enable the community to continue to purchase hard copies. 2. Write to the Department of Local Government and Communities advising them of The West Australian newspapers position and seek advice on compliance with relevant sections of the Local Government Act requiring Local Government to give state wide public notification (e.g. tenders, job vacancies, public notices) 3. Seek support from the Kununurra Chamber of Commerce and Industry to support the Shires 	Letters have been forwarded to the West Australian newspaper, the Department of Local Government and Communities and the Kununurra Chamber of Commerce. Report presently being prepared for the next Kimberley Zone meeting (May 2015).	No

Item	Resolution	Progress Comment	Completed
Kelly's Knob Walking Track	<p>That Council notes:</p> <ol style="list-style-type: none"> 1. the officers comments relating to the gates and the damaged section of the access path to the top of Kelly's Knob; 2. the cost of the works will impact the town maintenance schedule; and 3. the current estimate for completion time of the works is April 2015; and <p>further, that Council:</p> <ol style="list-style-type: none"> 4. Directs the Acting Chief Executive Officer to write to the Ord Irrigation Cooperative advising them that "Council has considered the Ord Irrigation Cooperative submission in relation to the proposed walking track at Kellys Knob and has resolved to progress the project in the broader public interest", and that "The Shire intends to unlock the gates at the bottom of the walking track on its reserve No R 42441."; 5. Amends its 2014/15 budget by transferring \$8,500 from General Ledger account number 02110315 Garden Maintenance – External Kununurra Swimming Complex to a newly established General Ledger account number for "Kellys Knob Walking Track" to fund the project and commence work immediately noting that the adjustment will be incorporated as part of the Mid Year Budget Review process; 6. Accepts that provision of a bollard does not provide adequate deterrent to pedestrians' 	Currently seeking formal agreements with Broadcast Australia and Ord Irrigation Cooperative to alter access and gates in accordance with the council resolution.	In Progress
Kununurra Agricultural Society Lease	That Council amend Clause 11.1 Costs and Expenses of the 'Final Draft' Lease with Kununurra Agricultural Society Inc. to include the provision that the Lessee must pay to the Lessor or as the Lessor directs, reasonable costs, charges and expenses in connection with "the negotiation, preparation, execution, settlement and stamping of this Lease, to a maximum of \$10,000".	Letter sent to KAS on 11 March 2015 advising of Council's decision and including copy of the full Item Minutes. Amended Lease provided on 20 March 2015 for review. Invoice sent on the 7 April 2015	In Progress
Kununurra Agricultural Society Lease	<ol style="list-style-type: none"> 1. The Shire invoice Kununurra Agricultural Society Inc. an amount of \$10,000 plus GST, being recovery of a portion of legal costs and expenses for the preparation of the 'Final Draft' of the Lease. 2. The Shire enters into a special payment arrangement with Kununurra Agricultural Society Inc. for a period which does not extend beyond July 2020, being approximately 5 years, for the payment of the above invoice (\$10,000 plus GST), if requested by the Society. 	Letter sent to KAS on 11 March 2015 advising of Council's decision and including copy of the full Item Minutes. Amended Lease provided on 13 March 2015. Invoice sent on the 7 April 2015	In progress

Item	Resolution	Progress Comment	Completed
Kununurra Agricultural Society Lease	<p>1. That Council subject to the payment in full of the invoice (\$10,000 plus GST) by Kununurra Agricultural Society Inc. or a signed special payment arrangement with Kununurra Agricultural Society Inc. for the above invoice (\$10,000 plus GST) offers the Kununurra Agricultural Society the amended Lease over portion of Reserve 29799, part Lot 504 Coolibah Drive, Kununurra, subject to the following:</p> <p>(a) Lease term to be 21 years (b) Commencement date to be 1 July 2012, from the expiry of the previous lease (c) Minister of Lands approval.</p>	<p>Letter sent to KAS on 11 March 2015 advising of Council's decision and including copy of the full Item Minutes. Amended Lease provided on 13 March 2015. KAS has requested that Council reconsider commencement date for Lease. To be considered at April OCM.</p>	In progress
Kununurra Agricultural Society Lease	<p>1. That Council subject to the payment in full of the invoice (\$10,000 plus GST) by Kununurra Agricultural Society Inc. or a signed special payment arrangement with Kununurra Agricultural Society Inc. for the above invoice (\$10,000 plus GST) offers the Kununurra Agricultural Society the amended Lease over portion of Reserve 29799, part Lot 504 Coolibah Drive, Kununurra, subject to the following:</p> <p>(a) Lease rent to start at \$750 per annum plus GST for Community Use only; (b) Rent to be reviewed every 3 years starting from 1 July 2015, or at such time that a Caravan Park and Camping Ground licence is applied for (c) Minister of Lands approval.</p>	<p>Letter sent to KAS on 11 March 2015 advising of Council's decision and including copy of the full Item Minutes. Amended Lease provided on 13 March 2015. KAS has requested that Council reconsider commencement date for Lease. To be considered at April OCM.</p>	In progress

Item	Resolution	Progress Comment	Completed
Draft Shire of Wyndham East Kimberley Local Planning Strategy	<p>That Council:</p> <ol style="list-style-type: none"> 1. Directs the Acting Chief Executive Officer to amend the Priority Agricultural Land - Key Recommendations and Consolidated Recommendations in the draft Local Planning Strategy to include an additional recommendation to investigate appropriate zonings of land adjacent to Lake Kununurra on Packsaddle and Jabiru Roads; and land adjacent to the Ord River on River Farm Road for tourism development, non-agricultural business development and rural living. 2. Endorses the draft amended Shire of Wyndham East Kimberley Local Planning Strategy for advertising; and. 3. Directs the Acting Chief Executive Officer to forward the draft amended Shire of Wyndham East Kimberley Local Planning Strategy to the Western Australian Planning Commission (WAPC) and requests certification to advertise in accordance with Regulation 12 of the Town Planning Regulations 1967. 	Amendments requested to be made by consultants (GHD) to Draft Local Planning Strategy as per Council's resolution.	In progress
Draft Shire of Wyndham East Kimberley Local Planning Scheme No. 9	<p>That Council:</p> <ol style="list-style-type: none"> 1. Directs the Acting Chief Executive Officer to amend Sub-Section 4.12.2.1 Non-agricultural uses (4.12 Local Horticulture Zone (Rural Agriculture 2), of the draft Shire of Wyndham East Kimberley Local Planning Scheme No. 9 (LPS 9) to include the following uses; farm stay and chalet. 2. Directs the Acting Chief Executive Officer to amend Section 4.3 Zoning Table of the draft Shire of Wyndham East Kimberley Local Planning Scheme No. 9 (LPS 9) to include Use Classes Farm Stay and Chalet in the Local Horticulture Zone, and the permissibility of these uses to be 'A' in accordance with section 4.3.2. 3. Directs the Acting Chief Executive Officer to amend Schedule 1 - Dictionary of Defined Words and Expressions, Part 2 Land use definitions of the draft Shire of Wyndham East Kimberley Local Planning Scheme No. 9 (LPS 9) to include farm stay and chalet. 4. Directs the Acting Chief Executive Officer to amend Table 2 - Development Standards of the draft Shire of Wyndham East Kimberley Local Planning Scheme No. 9 (LPS 9) to include development standards for farm stay and chalet 	Letter sent to WAPC and EPA dated 18/03/2015 along with 2 bound copies of the Scheme Text and Scheme Maps and full copy of the Council Resolution.	In progress
Management of Proposed Reserve - Packsaddle Creek	That item 13.4.7 Management of Proposed Reserve – Packsaddle Creek be deferred to a briefing session.	Matter was discussed at March Briefing Session. Subsequent information to be sought from Department of Lands.	In progress

Item	Resolution	Progress Comment	Completed
Public Art Project	<p>That Council directs the Acting CEO to:</p> <ol style="list-style-type: none"> 1. Enter into an agreement with LandCorp for the placement, maintenance and insurance of the public art works in Coolibah Estate for a period of two (2) years. 2. Ensure that the formalised agreement with LandCorp includes a requirement for LandCorp to maintain detailed records of the costs incurred during this two (2) year period for the maintenance and/or repair of the art works and provide these records to the Shire. 3. Provide a further report to Council prior to the conclusion of the formalised agreement with LandCorp which includes the following - A Costs incurred for the maintenance and/or repair of the public art works during the period of the agreement; and B Confirmation of LandCorp's intent to contribute a minimum of \$10,000 or another appropriate amount which reflects incurred maintenance costs towards the ongoing maintenance of the public art works. 4. Bring up notice as the 2 year period draws near so that Council may consider the future of the proposed public art. 	Letter forwarded to Landcorp detailing Council's resolution. Landcorp have advised that they are developing draft agreement.	In progress
Car Hire Booth Rental at EKRA	<p>That Council authorise the Acting Chief Executive Officer to advertise the proposed disposition of concession booth 3 and designated parking bays at the East Kimberley Regional Airport in accordance with The Local Government Act 1995 Cl 3.58 (3) & (4) and if there are no submissions, execute a lease agreement with Tuffys Pty Ltd trading as East Kimberley Hirings and known as Hertz for a concession booth and 6 designated car parking bays at the East Kimberley Regional Airport subject to the following conditions:</p> <ol style="list-style-type: none"> 1) for record purposes, Tuffys Pty Ltd shall satisfactorily complete a copy of the tender return documents for tender T3 14/15 TENDER FOR THE LEASE OF CONCESSION BOOTHS AT THE EAST KIMBERLEY REGIONAL AIRPORT in full and return these documents to the Shire prior to execution of the lease; 2) the lease shall contain similar conditions to and have the same termination date as the other concession booth leases at the airport; 3) the initial lease payment by Tuffys Pty Ltd shall be adjusted to account for the lower lease fees charged to Tuffys Pty Ltd after 1st February 2015 such that there is no commercial advantage to Tuffys Pty Ltd in lease fees over the fees applicable to the other concession booth lessees; 	Currently advertised for disposal as required under law.	In Progress

Item	Resolution	Progress Comment	Completed
Minutes of Council Committee Meetings	<p>That Council accepts the unconfirmed Minutes of the Audit (Finance and Risk) Committee Meeting held on 10/02/2015 with an amendment to:</p> <p>Minute AC330 – to include current ratios where available</p> <p>Minute AC343 – to be amended to:</p> <p>That the Council:</p> <ol style="list-style-type: none"> 1) Directs the A/CEO, or their delegate, to legally defend the Shire in the abovementioned minor case claim; 2) Approves sufficient provision in the Mid- Year Budget Review to allow for associated legal fees; and 3) Directs the A/CEO, or their delegate, to provide a report to the next Audit (Finance and Risk) Committee meeting outlining the current status of the matter. 	Mid Year Budget Review is in progress and will be presented to the Council at the April OCM.	No

13.5.7 Regional Distribution of the West Australian Newspaper

DATE:	28/04/2015
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	Shire of Wyndham East Kimberley
AUTHOR:	Monika Tonkin, Executive Assistant
REPORTING OFFICER:	Louise Gee, Acting CEO
FILE NO:	N/A
DECLARATION OF INTERESTS:	Nil

PURPOSE

For Council to note the correspondence received from The West Australian regarding distribution of newspapers to regional/remote areas.

BACKGROUND

At the January 2015, Ordinary Council Meeting the following was resolved by Council:

Minute No. 10779

Moved: Cr R Dessert

Seconded: Cr D Learbuch

That Council instructs the Chief Executive Officer to:

- 1. Write to The West Australian newspaper advising them:
 - a) Of the communities concern at no longer being able to buy a hard copy of the newspaper in Kununurra and Wyndham, and***
 - b) Requests The West Australian to liaise with the Shire on alternative means of freighting newspapers to the Shire to enable the community to continue to purchase hard copies.******
- 2. Write to the Department of Local Government and Communities advising them of The West Australian newspapers position and seek advice on compliance with relevant sections of the Local Government Act requiring Local Government to give state wide public notification (e.g. tenders, job vacancies, public notices)***
- 3. Seek support from the Kununurra Chamber of Commerce and Industry to support the Shires advocacy on behalf of the community to have The West Australian review its position.***
- 4. Liaise with the Kimberley Zone Councils to:
 - a) develop a regional strategy to have The West Australian review its position, and***
 - b) seek support from the West Australian Local Government Association.******

Carried Unanimously 7/0

This resolution was actioned by the Acting Chief Executive Officer.

STATUTORY IMPLICATIONS

Nil

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

There are no Strategic Implications in relation to this report.

COMMUNITY ENGAGEMENT

The Shire of Wyndham East Kimberley's CP/GOV-3100 Community Engagement Policy has been considered in relation to this item.

No community engagement is required

COMMENT

Correspondence has been received from The West Australian in response to the letter sent to them from the Acting CEO (letter sent 16/03/15) as per the Council resolution to write to The West Australian newspaper advising them of the communities concern at no longer being able to buy a hard copy of the newspaper in Kununurra and Wyndham, and requesting The West Australian to liaise with the Shire on alternative means of freighting newspapers to the Shire to enable the community to continue to purchase hard copies.

The West Australian have advised that a similar letter has been sent to the Kununurra Chamber of Commerce & Industry in response to their correspondence supporting the Shire's concerns.

ATTACHMENTS

Attachment 1 - Correspondence from The West Australian

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council notes the correspondence received from The West Australian regarding distribution of newspapers to regional/remote areas.

COUNCIL DECISION

Minute No. 10923

Moved: Cr G King

Seconded: Cr B Robinson

That Council notes the correspondence received from The West Australian regarding distribution of newspapers to regional/remote areas.

Carried Unanimously 8/0

Circulation

14th April 2015

Louise Gee
Acting Chief Executive Officer
Shire of Wyndham | East Kimberly
PO Box 614
Kununurra WA 6743

Dear Louise,

Thank-you for your correspondence regarding distribution of newspapers to remote areas.

Recently, we made an exclusive offer for our digital replica edition of *The West Australian* to residents in the Eastern Kimberley region. (The digital edition is an exact replica of print edition of *The West Australian* that can be viewed on iPad and android devices as well as laptop and desktop computers.)

The response to this offer was pleasing with a significant number of readers embracing this unique offer and continuing to read the newspaper daily in an enhanced electronic format. We will continue to market these exclusive digital offers for those willing to embrace the new format.

As discussed on our phone call last Friday, West Australian Newspapers (WAN) has incurred significant expenses, endeavouring to deliver our print edition of *The West Australian* to readers across our vast state.

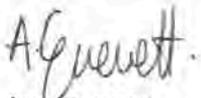
Our road and airfreight network covers more than 50,000kms per night, six nights per week making it the most extensive delivery round in the world.

For many years *The West Australian* has serviced remote and regional communities absorbing costs of up to \$10 per copy to freight our newspapers from Perth to our readers. The small freight charge applied to the cover price in the Kimberley does not come close to covering the true cost of delivery.

Due to the small volume of newspapers sold in the East Kimberley region it has become unviable for us to continue with daily deliveries of the print edition. Like other businesses, we must manage our expenses carefully.

Unfortunately WAN will not be revoking our decision to cease delivery of the print edition north of Broome as it would not be a sound economic decision.

Yours sincerely



Adam Everett
General Manager – Circulation and Distribution

Newspaper House, 50 Hasler Road,
Osborne Park, Western Australia, 6017
Postal Address: PO Box D162, GPO PERTH, 6840
Fax (08) 9482 9051 Telephone (08) 9482 3111

13.6 ELECTED MEMBER REPORTS

Shire President, Cr John Moulden

- 27 March Zone/RCG Meetings in Derby
- 3 March Meeting with MG Corporation
- 5 March DLGC teleconference
- 17 March Meeting with MG Corporation Board
Meeting with Seafarm prawns
ORSC meeting
- 18 March Meeting with Responsible Jewellery
- 23 March. Citizenship Ceremony
- 31 March KDC Board meeting, Broome
- 9 April TAMS discussion, Wyndham
- 10 April Meeting with Minister Colin Holt
- 14 April Breakfast with Hon Bronwyn Bishop
Meeting with Alan Tudge, Parliamentary Secretary

Cr Keith Wright

- 19 Feb CEO contract package discussion
- 17 March Meeting with committee of ORSC at Club.
- 31 March EKMG Board meeting at Kununurra Country Club.

Cr Glenn Taylor

- 30 March to 2nd April 4 days Local Government Training:
-Roles & Responsibilities
-Meeting Procedure & Debating
-Land Use Planning
-Strategy and Managing Risk.
- 14 April Breakfast with Hon Bronwyn Bishop

COUNCIL DECISION

Minute No. 10924

Moved: Cr B Robinson

Seconded: Cr D Learbuch

That Council accepts the Elected Member reports for the period 19 March to 15 April 2015.

Carried Unanimously 8/0

13.7 CHIEF EXECUTIVE OFFICER REPORTS

The Acting Chief Executive Officer attended the following meetings on behalf of Council:

- 31 March East Kimberley Marketing Group Board Meeting
Meeting with Grant Pipe, DFES
- 10 April Meeting with Minister Colin Holt
- 14 April Breakfast with Hon Bronwyn Bishop
Meeting with Alan Tudge, Parliamentary Secretary

COUNCIL DECISION

Minute No. 10925

Moved: Cr K Wright

Seconded: Cr D Learbuch

That Council accepts the Acting CEO reports for the period 19 March to 15 April 2015.

Carried Unanimously 8/0

14. MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN
15. QUESTIONS BY MEMBERS OF WHICH DUE NOTICE HAS BEEN GIVEN
16. URGENT BUSINESS APPROVED BY THE PERSON PRESIDING OR BY DECISION
17. MATTERS BEHIND CLOSED DOORS

COUNCIL DECISION

Minute No. 10926

Moved: Cr K Wright
Seconded: Cr B Robinson

That Council moves behind closed doors to consider:

- 17.1 Confidential - Legal Claim
- 17.2 Confidential – Disposal of Shire Residential Property

Carried Unanimously 8/0

Council moves behind closed doors at 9.25pm.

Cr D Spackman leaves the Chambers at 9.25pm.

17.1 CONFIDENTIAL - LEGAL CLAIM

DATE:	28/04/2015
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	Shire of Wyndham East Kimberley
AUTHOR:	David Klye Director Infrastructure
REPORTING OFFICER:	David Klye Director Infrastructure
FILE NO:	LS.01.6
DECLARATION OF INTERESTS:	David Klye discloses an impartiality interest in this matter. The declaration of the nature of the interest is that Mark Northover of Martinjinni Pty Ltd trading as Ord River Contracting has made formal complaints against me. As a consequence, there may be a perception that my impartiality on the matter may be affected. I declare that I will treat this matter on its merits and provide impartial, objective professional advice where required.

This item will be discussed Behind Closed Doors under Section 5.23(2) as this is a matter that deals with:

- d) legal advice obtained, or which may be obtained, by the local government

PURPOSE

To seek formal guidance from Council in regard to legal action against the Shire.

VOTING REQUIREMENT

Simple Majority

COUNCIL DECISION

Minute No. 10927

Moved: Cr D Learbuch
Seconded: Cr B Robinson

That Council;

1. Notes the officer's confidential report and the progress of the General Procedure Claim,
2. Directs the CEO, or their delegate, to legally defend the matter on behalf of the Shire in the abovementioned General Procedure Claim,
3. Approves sufficient provision in the budget to allow for associated legal fees, and
4. Directs the CEO, or their delegate, to provide a report to Council on the status of the matter at the earliest opportunity.

Carried Unanimously 8/0

Cr D Spackman enters the Chambers at 9.26pm.

MOTION

Cr K Wright proposes a motion that Council move out from behind closed doors to consider item 17.2 Confidential – Disposal of Shire Residential Property.

COUNCIL DECISION

Minute No. 10928

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

That Council move out from behind closed doors to consider item 17.2 Confidential – Disposal of Shire Residential Property..

Tied 4/4

**For: Cr R Dessert, Cr K Wright, Cr G King, Cr D Spackman
Against: Cr J Moulden, Cr G Taylor, Cr B Robinson, Cr D Learbuch
Casting Vote: Cr J Moulden against the motion**

Lost

17.2 CONFIDENTIAL - DISPOSAL OF SHIRE RESIDENTIAL PROPERTY

DATE:	28/04/2015
PROPONENT:	Shire of Wyndham East Kimberley
LOCATION:	Shire of Wyndham East Kimberley
AUTHOR:	Louise Gee, Acting Chief Executive Officer
REPORTING OFFICER:	Louise Gee, Acting Chief Executive Officer
FILE NO:	N/a
DECLARATION OF INTERESTS:	Louise Gee declares an impartiality interest as staff housing is provided as a condition of Employment Contract

This item will be discussed Behind Closed Doors under Section 5.23(2) as this is a matter that deals with:

- f) a matter that if disclosed, could be reasonably expected to-
 - (ii) endanger the security of the local government's property

PURPOSE

For Council to consider the disposal of residential properties.

VOTING REQUIREMENT

Simple Majority

COUNCIL DECISION

Minute No. 10929

**Moved: Cr B Robinson
Seconded: Cr D Learbuch**

That Council

- 1. Direct the Chief Executive Officer or their delegate to engage one or more real estate agents to market 6 Eugenia Street, Kununurra and 67 Koojarra Street, Wyndham and bring forward an offer to Council to dispose of the property(s) by private treaty.**
- 2. Direct the Chief Executive Officer or their delegate to lease vacant Shire residential properties.**

Carried Unanimously 8/0

COUNCIL DECISION

Minute No. 10930

Moved: Cr B Robinson

Seconded: Cr D Learbuch

That Council moves out from behind closed doors.

Carried Unanimously 8/0

Council moves out from behind closed doors at 9.29pm.

18. CLOSURE

The Shire President declares the meeting closed at 9.29pm.