

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

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Date



SHIRE OF WYNDHAM | EAST KIMBERLEY

**MINUTES  
ORDINARY COUNCIL  
MEETING**

**5 October, 2016**



CONTENTS

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CF8 =B5 FM7 CI B7 =@A99HB; `A =BI H9G  
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<9 @ `CB)` `C7HC69F `&\$% `5H) .\$\$DA

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%`897 @F5HCB`C: `CD9B=B; `#5BBCI B79A9BH`C: `J=G+HCFG`

The Commissioner declared the meeting open at 5.00pm.

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fdf9J=Ci G@M5DDFCJ98L

R Yuryevich

Commissioner

C Askew

Chief Executive Officer

D Klye

Director Infrastructure

L Gee

Director Community Development

L Hannagan

Minute Taker

*Apologies*

N TePohe

Director Corporate Services

; 5 @FM

Jane Parker

Beau Robinson

John Moulden

Lesley James

Keith Wright

Mark Northover

Peter Kerp, SWEK

David Bird, RPA

Lisa Spackman, RPA

Darren Spackman

Josh Letchford

Paul O'Neill

S Becke

Simon Harvey

R B Dessert

G Warknock, RPA

Donna Aladdin

Bevan Spackman

Commissioner Yuryevich read the Gazettal notice dated 28 September 2016, detailing his appointment to the role to the gallery.

' "897 @ F5 HCB C: 'BH9 F9 GH'

- Financial Interest  
Nil
- Impartiality Interest  
Nil
- Proximity Interest  
Nil

( "F9 GDCBG9 HC DF9 J=C I G DI 6 @7 EI 9 GH C BG H5 ?9 B CB BCH 7 9 '

8 cf h Y A U J U 6 c h Y b A U j b U n z ? i bi bi ff U

**Ei Yghjcb E** Which Councillors and/or Senior Staff actions led to the appointed mediator Graham Castledine to find that there was “insufficient commitment to either the process proposed, or the desired outcomes”?

*Council and the Shire have not been provided with a report from either the Department of Local Government and Communities or the mediator, and therefore cannot answer this question, other than the advice received from the mediator to the Department that mediation be terminated and that this recommendation had been accepted by the Department.*

*We recommend that you contact the Department of Local Government and Communities directly with your query.*

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**Ei Yghjcb E** My answer to my question was incorrect and was I was hoping on some more clarification. The signs were not put up 12 months ago (after road works was finished) they were put up and taken down within two weeks recently.

1. Why weren't the signs put up after the road works were completed
2. Does Roads to Recovery know their conditions were not obeyed as stated in your letter to me?

*The response to your previous question, which was sent to you on 28 July 2016 and included in the Council Agenda on 30 August 2016, was correct and accurate.*

*The Roads to Recovery signs for the road reseal project in Kununurra were erected in March 2016 immediately following their receipt at the Shire depot and after completion of the roadworks. The Roads to Recovery signs in Barringtonia Avenue were vandalised and removed in June 2016. In July 2016 the balance of the Roads to Recovery signs in Kununurra were taken down and erected in Wyndham in August 2016 following completion of another Roads to Recovery project.*

*The Federal Department of Infrastructure and Regional Development are aware of the situation with the signage including the vandalism and the sign display times*

and have confirmed verbally their satisfaction with the approach taken by the Shire in the deployment of R2R signage in Kununurra and the reuse of the signage on the subsequent project in Wyndham.

) "DI 6 @7 EI 9GHCBHA9

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What went so wrong with previous council that lead to 5 resignations and 4 positions being declared vacant? Will a report from the Mediator or Department be forthcoming?

Commissioner advised that he was appointed from 28 September 2016. Any information relating to events prior to this date, should be directed to the Minister/Department of Local Government and Communities.

CEO confirmed that no reports has been received by the Shire and that any reports from mediation would be with the Department of Local Government.

8 cbbU5`UX]b`

Donna Aladdin referred to the response written above to a previous question she had asked and advised that she still did not consider the response to be correct. Ms Aladdin advised she was in contact with Director Infrastructure regarding the matter and had further information/evidence to provide.

Commissioner noted Ms Aladdin's comments and reminded her of the need to provide written questions, to ensure clarity of communications.

\* "5 DD@7 5 HCBG` : CF `@5 J9`C: `56 G9B79`

Nil

+ "D9 HHCBG`

Nil

, "7 CB: FA5 HCB`C: `A=BI H9G`

C: : 79FB`F97CAA9B85 HCB`%

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Note: The Minutes of the Ordinary Council Meeting held on 30 August 2016 are provided under separate cover via [www.swek.wa.gov.au](http://www.swek.wa.gov.au)

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7 Uff]YX' %&\$

C: : =79F B5 F97CAA9B85 H-CB &

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Note: The Minutes of the Special Council Meeting held on 15 September 2016 are provided under separate cover via [www.swek.wa.gov.au](http://www.swek.wa.gov.au)

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Note: The Minutes of the Special Council Meeting held on 30 September 2016 are provided under separate cover via [www.swek.wa.gov.au](http://www.swek.wa.gov.au)

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- "'5BBCI B79A9BHG'6MH<9'D9FGCB'DF9G-8-B; 'K #K CI H'8-G7I GG-CB' .

Commissioner noted that he had a scheduled meeting with Ord Irrigation Co-operative and advised the gallery that there may be a Special Council Meeting on Friday 7 October 2016 as a consequence.

%\$"'A5HH9FG': CF'K <7 <'H<9'A99HB; 'A5M69'7 @CG98' .

Two confidential items are listed in this agenda and that part of the meeting will be closed to the public.

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Nil .

%&'"F9DCFHG' .

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%&"&"7 <9: '9L97I HJ9'C: : 79F'

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F Ygc`i h]cbg`

8 5 H9.	5 October 2016
5I H<CF.	Meagan Le Riche, Executive Assistant
F9GDCBG-6 @ `C: : 79F.	Carl Askew, Chief Executive Officer
8-G7 @CGI F9`C: `BH9F9GHG.	Nil

**JCHB; `F9EI 79A9BH**

Simple Majority

**C: : 79F 79F97CAA9B85HCB**

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**DI FDCG9**

To report to the Council on the progress, and provide comment on outstanding actions from Council resolutions.

**B5HI F9`C: `7CI B7=@6`FC @ `B`H<9`A5HH9F**

Leader - plan and provide direction through policy and practices

**657?: FCI B8#DF9J-CI G`7CBG-89F5H-CBG`6M7CI B7=@7CAA#H99**

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.

**GH5 HI HCFM-AD@7 5 HCBG**

Nil

**DC @7 M-AD@7 5 HCBG**

Nil

**: B5 B7 5 @-AD@7 5 HCBG**

Not applicable as referenced in individual reports presented to the Council.

**GHF 5 H9; 7 -AD@7 5 HCBG**

*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 services

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

**F-G? -AD@7 5 HCBG**

Nil

**7CAAI B+M9B; 5; 9A9BH**

No community engagement is required.

**7CAA9BHG**

This report includes actions from August resolutions (Attachment 1). Attachment 2 summarises all other actions that are outstanding from previous Council resolutions.

**5HH57 <A9BHG**

Attachment 1 - Council Actions Register - August

Attachment 2 - Outstanding Actions from Previous Council Resolutions

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OCM 30/08/16	Carl Askew	Delegations Register	That Council adopts the 2016/17 Delegations Register with the following amendments: <ul style="list-style-type: none"> <li>the inclusion of correct version of delegation 34 as per email received and tabled at the meeting;</li> <li>Delegation 3 being amended to replace the words "one week" with "one month";</li> <li>Delegation 8 point 3 the amount of \$500 increased to \$1,000; and</li> <li>the note in Delegation 7 be included into point 4 and include the word "publicly" between the words "were" and "invited" from the note.</li> </ul>		31-Aug-16	Completed
OCM 30/08/16	Carl Askew	Meeting Procedures Local Law 2016	That Council gives state-wide public notice that it intends to make the Shire of Wyndham East Kimberley Meeting Procedures Local Law 2016, as detailed in Attachment 1.		22-Sep-16	Completed
OCM 30/08/16	Carl Askew	Request to attend OCM 27 September 2016 via Electronic Means	That Council approve Cr Rushby's participation in the Ordinary Meeting of Council to be held 27 September 2016 via simultaneous communications (video conferencing) from the Council Chambers, Shire of Derby West Kimberley, 68 Clarendon Road, Derby 6728.	In progress. Booking made with Shire of Derby West Kimberley to utilise their video conferencing facilities	31-Aug-16	In progress
OCM 30/08/16	Louise Gee	Community Sporting and Recreation Facilities Fund (CSRFF) Applications for 2016/17 Funding Round	That Council endorse the Shire of Wyndham East Kimberley application to the Department of Sport and Recreation Community Sport and Recreation Facility Fund to develop amenities at the Kununurra Agricultural Oval.	CSRFF Application submitted	31-Aug-16	Completed
OCM 30/08/16	Louise Gee	Policy Review - CP/PMG 3780 Leasing of Council Managed Reserve Land - Community	That Council adopt the revised CP/PMG 3780 Leasing of Council Managed Reserve Land - Community as attached.		31-Aug-16	Completed
OCM 30/08/16	Louise Gee	Policy Review - CP/COM-3582 Community Grant Scheme	That Council adopt the revised Council Policy CP/COM 3582 - Community Grant Scheme as attached.		31-Aug-16	Completed
OCM 30/08/16	Louise Gee	Policy Review - CP/GOV 3100 - Community Engagement Policy	That Council adopt the draft reviewed CP/GOV-3100 Community Engagement Policy.		31-Aug-16	Completed
OCM 30/08/16	Louise Gee	Shire Property - Lot 1381 (29) Boobialla Way Kununurra	That Council:  1. Retain the Shire property at 29 Boobialla Way, Kununurra for Shire Staff Housing.  2. Allocate \$44,098 from the Asset Management Reserve for the refurbishment of the property at 29 Boobialla Way, Kununurra to be incorporated into the 2016/17 Budget.	Allocation made in 2016/17 budget and property returned to Staff Housing allocation list.	15-Sep-16	Completed
OCM 30/08/16	Louise Gee	Proposed Bed and Breakfast - Lot 44 Weaber Plain Road, Kununurra	That Council approves the application for Bed and Breakfast accommodation at Lot 44 Weaber Plain Road, Kununurra subject to the following conditions: 1. Development shall be in accordance with the attached approved plan(s) and subject to any modifications required as a consequence of any conditions of this approval. The endorsed plans shall not be modified or altered without the prior written approval of the local government. 2. No more than two (2) adult persons or one (1) family to stay at the Bed and Breakfast accommodation at any one time. 3. Guest rules are to be established that take into consideration the amenity of neighbours particularly in regards to noise and disturbance to the satisfaction of the Shire. 4. A permanent resident of the main dwelling must: a. take bookings from a guest; b. be residing at the lot during a guest's stay; c. provide a copy to guests of the rules referred to in Condition 3. 5. One (1) car parking bay must be available at all times for use of Bed and Breakfast guests and shall be located behind the building line of the Bed and Breakfast unit. 6. No guest parking is permitted on the access leg or driveway. ADVICE NOTES: 1. The private swimming pool on the property is not approved for guests of the Bed and Breakfast to use. Should you wish to make the swimming pool available to guests you must first obtain a permit to operate an aquatic facility from the Executive Director, Public Health in accordance with the Health (Aquatic Facilities) Regulations 2007. 2. In regards to Condition 3 you are advised that noise levels must adhere to the requirements of the Environmental Protection Act 1986 and Environmental Protection (Noise) Regulations 1997. Allowable noise levels are set by the Regulations for different times of the day and week.	DA32/16 issued 7/09/2016	07-Sep-16	Completed
OCM 30/08/16	Louise Gee	Mosquito Management Plan	That Council adopt the Mosquito Management Plan as shown in Attachment 1.		31-Aug-16	Completed
OCM 30/08/16	Natalie Te Pohe	Consideration of Submissions Regarding a New Council Policy: CP/FIN-3217 Regional Price Preference	That Council:  1. After considering the public submissions, adopts the new Council Policy CP/FIN-3217 Regional Price Preference.  2. Requests the CEO, or their delegate to provide Statewide notice that the Council has adopted the Policy in accordance with the legislation, noting that the Policy cannot be applied until the Statewide notice has occurred.  3. Endorses the creation of a Regional Price Preference Reserve to be established in accordance with legislative requirements as part of the 2016/17 Budget process that will hold initial funds of \$200,000.  4. Requests the CEO or their delegate to ensure that appropriate operating processes are implemented that will record those quotes and tenders that are accepted at a higher dollar amount than would generally be accepted in the absence of this Policy, and utilise the funds that will be held in the newly established Regional Price Preference Reserve.  5. Request the CEO of their delegate to review the Council Policy CP/FIN-3217 Regional Price Preference during the 2017/18 Budget process and report back to the Council on the utilisation and cost of the Policy.  6. Adopts the revised CP/FIN-3204 Purchasing.	Statewide notice provided. Reserve established and internal processes implemented. New Policies rolled out to staff.	20-Sep-16	Completed

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OCM 30/08/16	David Klye	East Kimberley Regional Airport - Runway Extension Prefeasibility Study	<p>That Council:</p> <ol style="list-style-type: none"> <li>1. Requests the CEO, or their delegate to include the appropriate revisions required to the Business Case and Prefeasibility Study dated August 2016 to incorporate the provision of lighting to Taxiway B including the associated financial implications.</li> <li>2. Endorses the Business Case and Prefeasibility Study dated August 2016 and therefore the extension of East Kimberley Regional Airport Runway 12/30 project in accordance with the recommended Option 4 contained in this Study subject to Part 1 of this resolution being finalised, noting in particular that Option 4 contains the following: <ol style="list-style-type: none"> <li>a. Western End extension - 540m pavement extension</li> <li>b. Eastern End extension - 61m pavement extension</li> <li>c. Total new 12/30 Runweay length - 2430m</li> <li>d. Runway width - 30m</li> <li>e. runway shoulders - 3m each side</li> <li>f. runway strip width - 300m (150m without land acquisition)</li> <li>g. Taxiway width - 15m</li> </ol> </li> <li>3. Provides an in-principle commitment of \$1 million from the Airport Reserve and requests the CEO, or their delegate to pursue external funding opportunities with other levels of government and the private sector.</li> <li>4. Request the CEO to initiate discussions with the landholders of Lot 876 on Plan 28266 and Lot 1 on Plan 41419 for the acquisition of the required land to the north east and north west of the Airport Runway that will improve operations.</li> </ol>	Resolution parts two and three do not require action. Resolution part 1 is planned to be presented to Council's next meeting for review. Resolution and 4 has not been commenced.	08-Sep-16	In progress
OCM 30/08/16	David Klye	Funeral Fee Waiver Request	That Council, in accordance with section 6.12 of the Local Government Act 1995, waive the surcharge for weekend interment of \$1,004 (GST inclusive) for an upcoming burial in Wyndham.	Advice provided to Derby Funerals in relation to the fee waiver. Due to the delay in approval the funeral was set for Friday 9 September 2016.	06-Sep-16	Completed
OCM 30/08/16	Carl Askew	Show Cause Notice - Council Suspension	<p>That Council:</p> <ol style="list-style-type: none"> <li>1. Receives the Show Cause Notice [Section 8.15B(1)] Local Government Act 1995 and provides a response within 21 days; and</li> <li>2. Will determine by resolution a suitable response to the Minister's intention to make an Order under Section 8.15C(2) of the Local Government Act; and</li> <li>3. Seek clarification from the Minister in relation to specific matters raised in the Show Cause Notice before Council is in a position to formally respond.</li> </ol>	Letter sent to Minister 09/09/2016 requesting clarification. Letter received 14/09/2016 from Minister in response to request for clarification.	14-Sep-16	In progress

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Aug-12	Louise Gee	Matters arising from committees of council	That the Audit (Finance and Risk) Committee recommends to Council to require A501 to: 1. Either 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	Correspondence provided to A501 and a suitable payment plan has been entered into, with payments commenced. Lease discussions may now commence as the payment plan is in place.	Ongoing	In progress
OCM 24/02/15	Louise Gee	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 has been sought from Department of Lands and Department of Parks and Wildlife (DPaW). Further information to be presented to Council at a future 2016 briefing session.	19-Sep-16	In progress
OCM 24/03/15	Louise Gee	Unnamed Creek Crossing - Victoria Highway	That Council: 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.	Letter sent to MG Corporation dated 20 April to seek advice from relevant Traditional Owners. Correspondence received from MG Corporation dated 1 March 2016 advising that the board does not support the formal naming of "Philchowski Crossing", and have nominated an alternative name. Report presented to the August 2016 Councillor Briefing. Officers are undertaking further research, prior to the matter being considered at a future OCM.	09-Aug-16	In progress
OCM 28/04/15	David Klye	Confidential - Legal Claim	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.	Point 2 is still in progress. Issue listed for Hearing on 1 & 2 November 2016.	26-Jun-15	In Progress
OCM 28/07/15	Louise Gee	Request for Lease – Kimberley Action Sports Inc.	That Council request the Chief Executive Officer to commence negotiations with Kimberley Action Sports Inc. for a 10 year lease over a portion of Reserve 30290, Lot 707 Drovers Road Kununurra, subject to the approval of the Minister of Lands.	Letter has been forwarded to Kimberley Action Sports Inc. advising of Council resolution. Draft Lease sent to Kimberley Action Sports 10 February 2016.	17-Aug-15	In progress
OCM 28/07/15	Louise Gee	Request for Lease – Kununurra Dragon Boat Club Inc.	That Council request the Chief Executive Officer to enter into negotiations with the Kununurra Dragon Boat Club Inc. for a 10 year lease over a portion of Reserve 41812, Lot 2371 Old Darwin Road Kununurra, subject to the approval of the Minister of Lands.	Letter has been forwarded to Kununurra Dragon Boat Club Inc. advising of Council resolution. Draft Lease sent to Dragon Boat Club 10 February 2016.	17-Aug-15	In progress

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OCM 28/07/15	Carl Askew	Mediterranean Fruit Fly Eradication Program	<p>That Council consider entering into a Memorandum of Understanding with DAFWA and industry on the following basis:</p> <ol style="list-style-type: none"> <li>1. DAFWA continues to fund and maintain the current medfly surveillance program.</li> <li>2. SWEK will fund medfly eradication programs from its biosecurity reserve, with a maximum exposure being those funds available in the reserve in excess of \$200,000 i.e. currently approximately \$67,000.</li> <li>3. If an eradication program reduces the reserve balance to below \$200,000, industry will make good the difference to restore the reserve to a balance of \$200,000 (mechanism yet to be determined).</li> <li>4. The biosecurity reserve be maintained with a balance for now of a minimum \$200,000, to serve as a form of insurance against future pest or disease incursions.</li> <li>5. A reference group to be established with members from SWEK, DAFWA and industry. The role of the group would be to recommend expenditure from the reserve and to formulate policy in the event of future pest crises. SWEK Council approval would still be required before the reserve could be accessed for response to threats other than medfly.</li> </ol>	<p>Letter sent to DAFWA advising of the decision and requesting advice on how to proceed with the eradication program, including indicative cost, and an invoice. Advice also given that SWEK will be in contact shortly to commence the consideration of entering into a MOU.</p> <p>The baiting program is complete and area freedom was reinstated for the area on 5th October. Industry has been notified. Invoice has been paid. In relation to the MOU, DAFWA have requested for an interim group to be formed to progress this - feedback from industry has been minimal. ORDCO are interested in assisting where possible and have volunteered to talk with growers to get some industry participation. Incident debrief was held 19 November 2015. Discussions have occurred in early September regarding the establishment of biosecurity reference group. Department of Agriculture currently liaising with stakeholders.</p>	24-Aug-16	In progress
OCM 25/08/15	Louise Gee	Proposed Gravel Reserves	<p>That Council:</p> <ol style="list-style-type: none"> <li>1. Requests the Chief Executive Officer to consult with the Darwulah Aboriginal Corporation to obtain written consent for the surrender of the proposed 'King River' gravel area from Lease 1837493, and support the realignment of the dedicated road reserve to correspond with the physical location of the constructed King River Road.</li> <li>2. Requests the Chief Executive Officer to advise the Department of Lands that the Shire of Wyndham East Kimberley: <ol style="list-style-type: none"> <li>a. agrees to proceed with a future act process to facilitate the creation of reserves for the purpose of gravel supply for road building purposes over the sites identified as 'Afghan Cemetery', 'Mount Albany' and 'Parry Creek', and proposed easement to provide legal access to the 'Afghan Cemetery'.</li> <li>b. indemnifies the Minister for Lands against any costs arising from the future act process.</li> </ol> </li> <li>3. Requests the Chief Executive Officer to advise the Department of Lands that the Shire of Wyndham East Kimberley agrees to pay survey costs associated with: <ol style="list-style-type: none"> <li>a. the creation of 'Gravel' reserves over the four areas referred to as 'King River', 'Afghan Cemetery', Mt Albany and 'Parry Creek',</li> <li>b. the creation of an easement to provide access to the area referred to as 'Afghan Cemetery'; and</li> <li>c. the realignment of the dedicated road reserve to correspond with the physical location of the constructed King River Road.</li> <li>d. that the estimated total survey costs be acknowledged as \$19,600.</li> </ol> </li> </ol>	<p>Correspondence sent to DoL advising of Council resolution. Correspondence also sent to Darwulah Aboriginal Corporation in relation to the gravel source along King River Road and the proposed realignment of the dedicated road reserve. The Senior Planning Officer met with Darwulah representatives on 6 October 2015 to discuss the matter. The Senior Planning Officer and Director Infrastructure met again with representatives of the Darwulah Aboriginal Corporation on 18 March 2016. Darwulah Aboriginal Corporation have requested another meeting with the Senior Planning Officer and Shire President.</p>	01-Jun-16	In progress
OCM 25/08/15	Louise Gee	Transient Accommodation - Lot 411 Minjiljirga Lane, Kununurra	<p>That Council request the Chief Executive Officer to undertake further investigation as part of the Local Planning Scheme review, to consider the introduction of a new or amended use class to appropriately provide for rural workers accommodation and preparation of a subsequent Local Planning Policy.</p>	<p>Officers have commenced desktop audit of accommodation on rural properties.</p>	15-Aug-16	In progress
OCM 22/09/15	Louise Gee	Request for Community Lease – Kununurra Bushmen's Rodeo Association	<p>That Council request the Chief Executive Officer to enter into negotiations with the Kununurra Bushmen's Rodeo Association for a lease over a portion of Reserve 30290, Lot 707 Drovers Road Kununurra, subject to the approval of the Minister of Lands.</p>	<p>KBRA have been notified of the intent to commence negotiations. Draft Lease sent to KBRA 10 February 2016.</p>	01-Oct-15	In progress
OCM 22/09/15	Louise Gee	Request for Community Lease – Ord Pistol Club	<p>That Council request the Chief Executive Officer to enter into negotiations with the Ord Pistol Club for a lease over a portion of Reserve 31780, Lot 375 Drovers Road Kununurra, subject to the approval of the Minister of Lands.</p>	<p>OPC have been notified of the intent to commence negotiations. Draft Lease has been sent to the Pistol Club (18 January 2016).</p>	01-Oct-15	In progress

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OCM 23/02/16	Louise Gee	Wyndham CRC	That Council: 1. Continue to provide Community Resource Network services in accordance with its agreement with the Department of Regional Development. This agreement is for the provision of Community Resource Network services for a period of three years from 1 July 2014 to 30 June 2017. 2. Request the CEO to call for Expressions Of Interest from the Wyndham community for the production of the Community Newsletter - The Bastion Bulletin.	Expression of Interest has been forwarded to Wyndham Community Groups; submissions required by 30 September 2016.	12-Sep-16	In progress
OCM 23/02/16	Louise Gee	Dual Naming - Barnett River Gorge	That Council resolve to undertake community consultation in relation to the proposal for dual naming or renaming of the Barnett River Gorge.	Community Consultation commenced 22 April 2016. Comment from relevant organisations also being sought.	19-Sep-16	In progress
OCM 23/02/16	David Klye	Wyndham Reticulation	That Council request the Chief Executive Officer to provide a report to Council on the Wyndham reticulation system for inclusion in the 2016/17 budget considerations. The report shall include details on the cost to replace the aging public open space reticulation system with an integrated, automatic system. The report should provide budget estimates for the project to be undertaken in stages of between approximately \$100,000 and \$150,000 per annum for consideration in the forthcoming budget deliberations.	Report being prepared.	24-Feb-16	In progress
OCM 29/03/16	David Klye	Airport Sculpture	That Council; 1. That the sculpture be placed airside at a site determined by the CEO in accordance with the discussion at Council on 29 March 2016. 2. Note that on completion of the associated signage the sculpture be installed and a formal unveiling organised that includes representatives from Waringarri Aboriginal Arts and local Aboriginal groups.	The sculpture has been installed airside. The artist has been contacted with a request to supply the sign.	26-May-16	In progress
OCM 29/03/16	Louise Gee	Request for Lease - Ord River Magpies	That Council request the Chief Executive Officer to enter into negotiations with the Ord River Magpies for a lease over a portion of Lot 504 on Reserve 29799, Kununurra, subject to approval of the Minister of Lands	Awaiting outcomes of lease policy review	21-Apr-16	In progress
OCM 29/03/16	Louise Gee	Request for extension of Development Approval - Lot 507 Chestnut Ave - 1	That Council: 1. Extend the Kununurra Neighbourhood House Development Approval (DA) 6/14 at Lot 507, Chestnut Drive Kununurra for a further two years. 2. Request the Chief Executive Officer to enter into lease negotiations with Kununurra Neighbourhood House; the lease to include agreed development milestones and timeframes.	1) DA06/14 extension sent. 2) Letter drafted 20/04/16. 3) Draft Lease developed and forwarded to Neighbourhood House. Comment received from Neighbourhood House 1 July. 4) Lawyers engaged to review KNH commnet on Agreement for Lease and Lease document 18 August 2016.	21-Apr-16	In progress
OCM 29/03/16	Louise Gee	Request for extension of Development Approval - Lot 507 Chestnut Ave - 2	That Council: 3. Request the Chief Executive Officer to investigate alternate options for expansion of the Child Care facility on lot 506, Chestnut Drive; and 4. Request the Chief Executive Officer to investigate alternate options for the construction of a new Kununurra Neighbourhood House facility. 5. Request the Chief Executive Officer to bring the report on future expansion of child care facilities to Council at a future Briefing Session.	Priority focus has been given to the finalisation of lease negotiations with Kununurra Neighbourhood House.	21-Apr-16	In progress
OCM 29/03/16	Carl Askew	Annual General Electors Motions 4	That Council note that an Indigenous Employment Organisational Directive will be drafted.	Organisational Directive is currently being researched.	21-Apr-16	In progress

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OCM 26/04/16	Carl Askew	Intent to Review Local Laws	That Council undertake a review of all of its Local Laws in accordance with the <i>Local Government Act 1995 s.3.16</i> and give statewide and local public notice of its intent to undertake a review.	Advertising has taken place and review is under way.	26-May-16	In progress
OCM 31/05/16	Natalie Octoman	Our Town Television Show	That Council refer for consideration in the 2016/17 Budget an allocation of \$20,000 as a contribution towards the production of an episode of Our Town, subject to financial support from other organisations within the Shire of Wyndham East Kimberley.	Presented to Council as part of the Draft 2016/17 Budget. Will be incorporated in final budget for adoption given support from other organisations has been confirmed.	21-Jun-16	In progress
OCM 31/05/16	Louise Gee	Request for Approval to Sublease - Ord River Sports Club	That Council grants approval for the Ord River Sports Club Inc. Sublease of the caretaker dwelling at Lot 2313 Chestnut Avenue, Kununurra with the following conditions:  1. The execution of the Lease between the Shire of Wyndham East Kimberley and the Ord River Sports Club Inc. 2. All terms of the relevant sublease clause within the executed lease are to be met. 3. Approval from the Minister of Lands.	Awaiting execution of the lease.	01-Jun-16	In progress
OCM 31/05/16	Louise Gee	Request to Sublease Wyndham Childcare Centre	That Council:  1. Authorises an amendment to the Lease for Reserve 28976, 44 Koolama St, Wyndham. This amendment is to remove "for non-profit making community purposes" from clause 24.3 (a), subject to approval from One Tree Community Services and the Minister for Lands. 2. Requests the Chief Executive Officer to write to the Department of Lands to seek consent on behalf of the Minister for Lands for the sub lease of Reserve 28976, 44 Koolama St, Wyndham for the purposes of providing long day care child care services.	All parties notified of the Ordinary Council Meeting outcome. Sublease has been received for approval (minus specifics of dates and fees) and this has been forwarded to Department of Lands. Terms of the sublease still to be agreed upon by all parties (23 August 2016)	20-Jun-16	In progress
OCM 31/05/16	Natalie Octoman	Draft Council Policy CP/FIN-3217 Regional Price Preference for Community Engagement	That the Council: 1. Endorses the Draft CP/FIN 3217 Regional Price Preference Policy for public comment; 2. Endorses statewide public notice of the Shire's intention to adopt a regional price preference policy and invite comment on the draft policy for a four (4) week public comment period; and 3. Endorses public consultation in accordance with the community engagement plan.	Policy incorporated into August Ordinary Council Meeting for consideration.	30-Aug-16	In progress
OCM 31/05/16	David Klue	Weero Road Speed Limit Review	That Council request the CEO to contact Main Roads Western Australia seeking a change in road speed limits as follows:  1) Change the speed limit to 60 km/h for approximately the first 850 m of Weero Road from Victoria Highway; 2) Change the speed limit to 80 km/h for the remainder of the sealed section of Weero Road; 3) The unsealed section of Weero Road to remain unchanged at 110 km/h (drive as per the conditions of the road); 4) Change the speed limit to 80 km/h for Chamberlain Drive from Weero Road almost to the intersection of Berkeley Court; and 5) Change the speed limit to 60 km/h for the remainder of Chamberlain Drive, Pentecost Elbow, Berkeley Crescent and Drysdale Approach.	Letter sent to Main Roads Western Australia awaiting response.	08-Jun-16	In progress
OCM 28/06/16	Carl Askew	Bush Fire Brigade Local Law	That Council, pursuant to Section 3.12 of the Local Government Act 1995, give state-wide public notice that it intends to make the Shire of Wyndham East Kimberley Bush Fire Brigade Local Law 2016 as contained in the attachment to this item, the purpose of which is to make provisions about the organisation, establishment, maintenance and equipment of bush fire brigades. The effect of this Local Law is to align existing local laws with changes in law and operational processes.	Advertising is in progress and review is under way.	23-Aug-16	In progress
OCM 28/06/16	Carl Askew	Fencing Local Law	That Council, pursuant to Section 3.12 of the Local Government Act 1995, give state- wide public notice that intends to make the Shire of Wyndham East Kimberley Fencing Local Law 2016 as contained in the attachment to this item, the purpose of which is to prescribe a sufficient fence and the standard for the construction of fences throughout the district. The effect of this Local Law is to establish the minimum requirements for fencing within the district.	Advertising is in progress and review is under way.	23-Aug-16	In progress

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OCM 28/06/16	Carl Askew	Recording of Council, Committee and Elector Meetings	That Council: 1. Adopt the draft policy (as per Attachment 1) for Recording of Council, Committee and Electors Meetings for public advertising for a period of 28 days; 2. Subject to the feedback received in the public advertising period proceed with the acquisition of a wireless audio recording system at a cost of approximately \$35,000 with the inclusion video recording	Public advertising in progress. Seeking quotes for audio and video recording systems	19-Jul-16	In progress
OCM 28/06/16	Louise Gee	Draft Kununurra Civic and East Lily Creek Precinct Structure Plans	That Council requests the Chief Executive Officer to advertise the draft Kununurra Civic Precinct and East Lily Creek Structure Plans in accordance with Schedule 2, Part 4, Clause 18 of the Planning and Development (Local Planning Schemes) Regulation 2015.	The draft Structure Plans are on public exhibition until 3 August 2016. Review of submissions be undertaken.	07-Jul-16	In progress
OCM 28/06/16	Louise Gee	Council Policy Review - Radio Masts, Antennae & Satellite Dishes	That Council advertise draft Policy CP/PMG-3783 - Communication Antennae for public comment for a period of 28 days.	Draft policy to be advertised in the Kimberley Echo for comment for a period of 28 days. Draft Policy to be considered for adoption at the September OCM.	19-Sep-16	In progress
OCM 28/06/16	David Klye	Ivanhoe Crossing	That Council;  1. Request a regulatory review of the crossing by Main Roads Western Australia with a view to implementing; a. A speed limit of 10 km/h on the crossing, b. The Installation of "Give Way" signs on the crossing. c. Prohibition of stopping on the crossing other than for stopping at the passing bay to allow the passage of oncoming vehicles. 2. Notes that establishment of the speed limit referred to in the decision above may necessitate the establishment of step down limits on both sides of Ivanhoe Crossing. 3. Prohibit the use of the crossing by pedestrians. 4. Prohibit the public from alighting from vehicles on the crossing. 5. Designate Ivanhoe crossing as a single lane crossing. 6. Install signage advising of risks associated with, fast flowing water and strong currents, a slippery or slippery when wet road surface, unprotected edges and drop offs and to drive into the water slowly. 7. Erect appropriate signage to advise and manage the implementation of decisions 1, 3, 4, 5, 6 and 7 above including the meaning and use of the depth markers on the crossing, at an estimated cost of \$6,500 which shall be charged to the Ivanhoe Crossing Reconstruct account. 8. Notes that the additional signage referred to in decisions 1, 3, 4, 5, 6 and 7 above will cost an estimated \$6,500 which shall be funded from the 2015/16 forecast budget surplus. 9. Request the CEO to formally acknowledge and thank the representatives from Water Corporation, Department of Parks and Wildlife and Main Roads Western Australia for their attendance at the public forum and for assisting the Shire in its community consultation.	Awaiting Main Roads Western Australia response to a request for speed limit assessment of the crossing.  Acknowledgement and thank you letters sent to representatives from Water Corporation, Department of Parks and Wildlife and Main Roads Western Australia for their attendance at the public forum and for assisting the Shire in its community consultation.	29-Jun-16	In progress
OCM 28/06/16	David Klye	Disposal of Asset; Weed Harvester	That Council authorise the disposal of the Shire's Weed Harvester (Boat Licence C1471, Plant Number P485) by tender in accordance with the Local Government Act 1995 Section 3.58 with the funds going into the Foreshore Reserve.	Disposal documentation being prepared. Currently awaiting the outcome of an insurance claim for replacement of missing parts.	29-Jun-16	In progress
OCM 28/06/16	David Klye	Roadwise	That Council;  1. Approve the installation of two (2) Headlights Save Lives signs on each of the following roads:  • Kalumburu Road, • Parry Creek Road, and • Duncan Road.  2. Note that the cost of the sign boards will be met by the Roadwise program.  3. Note that the cost of the posts, hardware, installation and ongoing maintenance of the signs will be funded by the Shire from the appropriate maintenance accounts.  4. Elects not to install Roadwise Entry signage at this time.	Roadwise coordinator notified of Council's decision. Awaiting delivery of signs for installation.	29-Jun-16	In progress

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OCM 28/06/16	Carl Askew	CEO Performance Review	That Council appoint John Phillips Consulting to assist Council complete the CEO Performance Review, assist Council to establish a formal process including comprehensive guidelines and detailed Terms of Reference documentation and refer for consideration in the 2016/17, and future budgets, a recurrent allocation of \$10,000 per annum in order to appoint an independent facilitator to undertake the CEO's annual performance review.	On going discussions occurring with appointed consultant	19-Jul-16	In progress
OCM 26/07/16	Louise Gee	Applicant for Grant of Caravan Park Licence - Kununurra Agricultural Society	1. Grant a Caravan Park licence to Kununurra Agricultural Society Inc. for 1 long stay site and 23 short stay sites, subject to compliance with the Caravan Parks and Camping Grounds Regulations 1997. 2. Request the Chief Executive Officer to advise Kununurra Agricultural Society that in accordance with Clause 8.4, Change of Authorised Use of the lease between Kununurra Agricultural Society Inc. and the Shire of Wyndham East Kimberley that prior to the operation of the caravan park the Kununurra Agricultural Society Inc. are to seek the Shire's approval to amend the Authorised Use as stated in the existing lease to include "caravan park and camping ground". This will require the variation of the lease terms and rental, and is subject to the Minister of Lands consent.	Awaiting change of authorised use of the lease before licence can be issued. Deed of variation completed, awaiting approval from Kununurra Agricultural Society to engage valuer to set lease fee. Valuer engaged 5/9/16	19-Sep-16	In progress
OCM 26/07/16	Natalie Octoman	2016/17 Budget - Differential General Rates and Minimum Payments - Consideration of Public Submissions	That Council:  1. Notes the submissions received in relation to the draft Corporate Business Plan 2016/17 to 2019/20 along with the draft 2016/17 Budget including the proposed Differential General Rates and Minimum Payments and Strategic Rating Policy, and thanks the community for their input;  2. Endorse the revised Council Policy CP/FIN-3200 Strategic Rating including the 2016/17 Rating Model as follows, with the intention of striking the rates as part of the 2016/17 Budget adoption, subject to receiving Ministerial approval where required by legislation;  Rating Category Total Properties Total Rateable Value of Properties Proposed Minimum Payment Rate in the Dollar (cents) % of Properties on Minimum Payments Proposed Rates Revenue Budget 2016/17 GRV - Residential 1,677 48,374,914 1,099 9.4201 2.68% \$4,570,442 GRV - Other Vacant 131 872,950 1,099 14.1302 77.86% \$182,226 GRV - Commercial 175 14,742,454 1,099 12.2461 9.71% \$1,813,859 GRV - Industrial 178 9,022,110 1,099 11.3041 3.93% \$1,024,073 UV - Rural Residential 185 51,149,000 1,099 0.9922 0.00% \$507,500 UV - Pastoral 24 6,188,271 1,099 5.3747 4.17% \$332,761 UV - Commercial/Industrial 61 14,368,840 1,099 0.6806 39.34% \$119,893 UV - Rural Agriculture 1 80 75,530,309 1,099 0.9626 1.25% \$728,057 UV - Rural Agriculture 2 109 57,381,000 1,099 0.6806 0.00% \$390,535 UV - Mining 68 1,681,422 1,099 27.8824 45.59% \$489,742 UV - Mining Vacant 44 300,068 550 13.9412 61.36% \$51,664 UV - Other 2 526,000 1,099 0.6384 0.00% \$3,358 TOTALS 2,734 280,137,338 \$10,214,112 Less Concessions \$(56,620) Add Ex-Gratia Rates \$5,355 \$10,162,846	Applications sent to Minister for approval. Recommended changes given clarification received from DLGC which is being considered at 23 August Special Council Meeting.	02-Aug-16	In progress
OCM 26/07/16	Natalie Octoman	2016/17 Budget - Differential General Rates and Minimum Payments - Consideration of Public Submissions	3. Request the CEO, or their delegate to seek approval from the Minister for Local Government and Communities to approve the Shire of Wyndham East Kimberley's application to:  a. Impose minimum payments for vacant land which will result in more than 50% of the properties in the GRV Other Vacant and UV Mining Vacant rating categories subject to minimum payments in accordance with section 6.35(5) of the Local Government Act 1995; and  b. Impose a rate in the dollar which will result in it being more than twice the lowest differential general rate imposed for UV Mining, UV Mining Vacant and UV Pastoral rating categories, in accordance with section 6.33(3) of the Local Government Act 1995.	Applications sent to Minister for approval. Recommended changes given clarification received from DLGC which is being considered at 23 August Special Council Meeting.	02-Aug-16	In progress
OCM 26/07/16	David Klye	Directional Signage	That Council;  1. Establish and maintain a business directional signage register to; • ensure that business directional signage is up to date and accurate. • ensure that business directional signage is maintained in an acceptable and safe condition in accordance with the Shire's policy CP/OPS-3655 Directional Signage.  2. In accordance with section 6.19 of the Local Government Act 1995, give local public notice of its intention to apply a fee to process an application, purchase and install business directional signage.  3. In accordance with section 6.16 of the Local Government Act 1995, apply an annual fee to cover the cost of managing signage and maintaining the business directional signage register; • The annual fee to cover the cost of managing signage and maintaining the register shall be included in the Shire's 2016/17 Fees and Charges schedule at \$85.00 per annum per sign.  4. Note that the fee to process an application, purchase and install directional signage is identified in the Shire's 2016/17 Fees and Charges schedule as a "Full Cost Recovery" item.  5. Accept existing business directional signs onto the business directional signage register and accept an annual fee for the signage.	Establishment of database commenced	15-Aug-16	In progress
OCM 30/08/16	Carl Askew	Request to attend OCM 27 September 2016 via Electronic Means	That Council approve Cr Rushby's participation in the Ordinary Meeting of Council to be held 27 September 2016 via simultaneous communications (video conferencing) from the Council Chambers, Shire of Derby West Kimberley, 68 Clarendon Road, Derby 6728.	In progress. Booking made with Shire of Derby West Kimberley to utilise their video conferencing facilities	31-Aug-16	In progress

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OCM 30/08/16	David Klye	East Kimberley Regional Airport - Runway Extension Prefeasibility Study	<p>That Council:</p> <ol style="list-style-type: none"> <li>1. Requests the CEO, or their delegate to include the appropriate revisions required to the Business Case and Prefeasibility Study dated August 2016 to incorporate the provision of lighting to Taxiway B including the associated financial implications.</li> <li>2. Endorses the Business Case and Prefeasibility Study dated August 2016 and therefore the extension of East Kimberley Regional Airport Runway 12/30 project in accordance with the recommended Option 4 contained in this Study subject to Part 1 of this resolution being finalised, noting in particular that Option 4 contains the following: <ol style="list-style-type: none"> <li>a. Western End extension - 540m pavement extension</li> <li>b. Eastern End extension - 61m pavement extension</li> <li>c. Total new 12/30 Runweay length - 2430m</li> <li>d. Runway width - 30m</li> <li>e. runway shoulders - 3m each side</li> <li>f. runway strip width - 300m (150m without land acquisition)</li> <li>g. Taxiway width - 15m</li> </ol> </li> <li>3. Provides an in-principle commitment of \$1 million from the Airport Reserve and requests the CEO, or their delegate to pursue external funding opportunities with other levels of government and the private sector.</li> <li>4. Request the CEO to initiate discussions with the landholders of Lot 876 on Plan 28266 and Lot 1 on Plan 41419 for the acquisition of the required land to the north east and north west of the Airport Runway that will improve operations.</li> </ol>	Resolution parts two and three do not require action. Resolution part 1 is planned to be presented to Council's next meeting for review. Resolution and 4 has not been commenced.	08-Sep-16	In progress
OCM 30/08/16	Carl Askew	Show Cause Notice - Council Suspension	<p>That Council:</p> <ol style="list-style-type: none"> <li>1. Receives the Show Cause Notice [Section 8.15B(1)] Local Government Act 1995 and provides a response within 21 days; and</li> <li>2. Will determine by resolution a suitable response to the Minister's intention to make an Order under Section 8.15C(2) of the Local Government Act; and</li> <li>3. Seek clarification from the Minister in relation to specific matters raised in the Show Cause Notice before Council is in a position to formally respond.</li> </ol>	Letter sent to Minister 09/09/2016 requesting clarification. Letter received 14/09/2016 from Minister in response to request for clarification.	14-Sep-16	In progress

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8 =G7 @CGI F9 'C: 'BH9F9GHG.	Nil

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?ja VYf'Ym7 ca a cb'GYU'Z'f'h Y'dYf]cX" %5i [ i gh&\$% 'lc' &'GYdhYa VYf'&\$% "

**7 CI B7 =@897 =GCB'**

A ]bi hY' Bc. ) #/\$#/% !%& \$%

7 ca a ]gg]cbYf'fYgc`j YX.'

H Uh7 ci bW' fYW]j Yg'h YfYdcfhib'h Y'Udd'jWU]cb'cZH Y'G' jfY'cZK mbX\ Ua '9 Ugh  
?ja VYf'Ym7 ca a cb'GYU'Z'f'h Y'dYf]cX" %5i [ i gh&\$% 'lc' &'GYdhYa VYf'&\$% "

7 Uff]YX'%%\$'

**DI FDCG9**

For Council to receive this report on the application of the Shire of East Kimberley Common Seal for the period 31 August 2016 to 27 September 2016.

**B5HI F9'C: '7 CI B7 =@B'FC @ 'B'H<9'A5HH9F**

Regulator - enforce state legislation and local laws

**GH5HI HCFM=AD@7 5HCBG**

Local Government Act 1995

**9.49A. Execution of documents**

(1) A document is duly executed by a local government if —

- (a) *the common seal of the local government is affixed to it in accordance with subsections (2) and (3); or*
- (b) *it is signed on behalf of the local government by a person or persons authorised under subsection (4) to do so.*
- (2) *The common seal of a local government is not to be affixed to any document except as authorised by the local government.*
- (3) *The common seal of the local government is to be affixed to a document in the presence of —*
  - (a) *the mayor or president; and*
  - (b) *the chief executive officer or a senior employee authorised by the chief executive officer, each of whom is to sign the document to attest that the common seal was so affixed.*
- (4) *A local government may, by resolution, authorise the chief executive officer, another employee or an agent of the local government to sign documents on behalf of the local government, either generally or subject to conditions or restrictions specified in the authorisation.*
- (5) *A document executed by a person under an authority under subsection (4) is not to be regarded as a deed unless the person executes it as a deed and is permitted to do so by the authorisation.*
- (6) *A document purporting to be executed in accordance with this section is to be presumed to be duly executed unless the contrary is shown.*
- (7) *When a document is produced bearing a seal purporting to be the common seal of the local government, it is to be presumed that the seal is the common seal of the local government unless the contrary is shown.*

**DC @7 M-AD@7 5 HCBG**

Nil

**: B5 B7 5 @-AD@7 5 HCBG**

Nil

**GHF 5 H9; 7 -AD@7 5 HCBG**

*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 services

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

**F-G? AD@7 5 HCBG**

Nil

**7CAAI B+M9B; 5; 9A9BH**

No community engagement is required.

**7CAA9BHG**

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

<b>8 UH cZI gY</b>	<b>8 cW a Ybh</b>
09/09/2016	Meeting Procedures Local Law

**5HH57 <A9BHG**

Nil

**%&"&" " "Bcj Ya VYf`CfX]bUfmi7 ci bWj`A YYHjb[`**

<b>8 5 H9.</b>	5 October 2016
<b>5I H&lt;CF.</b>	Meagan Le Riche, Executive Assistant
<b>F9GDCBG-6 @`C: : =79F.</b>	Carl Askew, Chief Executive Officer
<b>8 =G7 @CGI F9`C: `BH9F9GHG.</b>	Nil

**JCHB;`F9EI =F9A9BH**

Simple Majority

**C: : =79F=BF97CAA9B85HCB**

H Uh7 ci bWj`fYgW YXi`Y`H`Y`CfX]bUfmi7 ci bWj`A YYHjb[`Uddfcj YX`Zcf`&`Bcj Ya VYf`&\$%`  
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 UWW`fXUbW`k jh`h`Y`Local Government Act 1995"

**7 CI B7 =@897 =GCB`**

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7 ca a ]gg]cbYf`fYgc`j YX.`

H Uh7 ci bWj`fYgW YXi`Y`H`Y`CfX]bUfmi7 ci bWj`A YYHjb[`Uddfcj YX`Zcf`&`Bcj Ya VYf`&\$%`  
 lc`&&Bcj Ya VYf`&\$%`UbX`fYei Yghh Y7\ JYZ9I YW hj Y`CZjWf`UXj YfhgY`H`YW Ub[ Y]b`  
 UWW`fXUbW`k jh`h`Y`Local Government Act 1995"

7 Uff]YX`%\$`

**DI FDCG9**

For Council to consider moving the November Ordinary Council Meeting to allow for Shire representation at the Joint Kimberley and Northern Territory Forum and Workshop, Kimberley Regional Group meeting and Local Government Association of the Northern Territory Conference which are scheduled for 29 November to 1 December 2016 in Alice Springs.

**B5HI F9`C: `7 CI B7 =@B`FC @`B`H<9`A5HH9F**

Leader - plan and provide direction through policy and practices.

**6 5 7 ? ; F C I B 8 # D F 9 J - C I G 7 C B G - 8 9 F 5 H C B G 6 M 7 C I B 7 = @ 7 C A A - H 9 9**

At the Ordinary Council Meeting held 27 October 2016 Council resolved unanimously (Minute Number 11150) to accept the following dates, times and locations for Council Briefing Sessions and Ordinary Council Meetings:

<b>Acbh</b>	<b>6 f]Yz]b[ 'GYgg]cb</b>	<b>CfX]bUfm7 ci bW' A Yy]b[</b>	<b>@WU]cb'cZC7 A' fU'Vf]Yz]b[ g'lc' VY]b'?i bi bi ffU.</b>
January	No briefing	27 January	Kununurra
February	9 February	23 February	Wyndham
March	8 March	29 March	Kununurra
April	12 April	26 April	Kununurra
May	10 May	31 May	Wyndham
June	14 June	28 June	Kununurra
July	12 July	26 July	Kununurra
August	9 August	30 August	Wyndham
September	13 September	27 September	Kununurra
October	11 October	25 October	Kununurra
November	8 November	29 November	Wyndham
December	13 December	20 December	Kununurra

On 25 August 2016 an official invitation was received from the Kimberley Regional Group Project Manager on behalf of the Kimberley Zone, Regional Group and Local Government Association of the Northern Territory (LGANT) to a Joint Kimberley and Local Government Association of the Northern Territory Forum (NT LGA). Originally this was scheduled to be on Thursday 1 and Friday 2 December 2016 in Darwin, however on 31 August 2016 a program was received advising of an invitation to also participate in the LGANT Conference and the Mayors and President's Forums following on from the joint KRG & NT LGA forum. As part of this program it was identified that the dates of the various forums would now commence on 29 November to 1 December 2016 and the location was Alice Springs.

**GH5 HI HCFM-AD@7 5 H-CBG**

In accordance with the *Local Government Act 1995*:

**5.3. Ordinary and special council meetings**

(1) A Council is to hold Ordinary Meetings and may hold special meetings

(2) Ordinary meetings are to be held not more than three months apart.

**5.5. Convening council meetings**

(1) The CEO is to convene an ordinary meeting by giving each Council member at least 72 hours notice of the date, time and place of the meeting and an agenda for the meeting

In accordance with the *Local Government (Administration) Regulations 1996, Section 2*:

..... **12 Meetings, public notice of**

(1) At least once each year a local government is to give local public notice of the dates on which and the time and place at which —

(a) the ordinary council meetings;

are to be held in the next 12 months.

(2) A local government is to give local public notice of any change to the date, time or place of a meeting referred to in subregulation (1).

**DC @7 M-AD@7 5 H-CBG**

Nil

**: -B5 B7 -5 @-AD@7 5 H-CBG**

Minor expenditure will be incurred to ensure the appropriate statutory advertising occurs.

There will also be travel/accommodation/registration expenditure for any Shire representative but these have been factored into the 2016/17 Annual Budget allocation for Kimberley Regional Group Meetings.

**GHF 5 H9; 7 -AD@7 5 H-CBG**

*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

Objective 1.3: Advocacy of East Kimberley issues and opportunities at regional, state and national levels

Objective 1.4: Business innovation, efficiency and improved services

Strategy 1.2.1 : Work collaboratively with agencies for forward planning and to expand opportunities and to reduce wastage and duplication

Strategy 1.2.2 : Continue to actively participate in the Kimberley Zone and RCG on regional projects such as waste management and affordable housing

Strategy 1.3.1 : Actively provide input to decision making at the Regional, State and Federal levels on behalf of the community

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

### **F-G? AD@7 5 HCBG**

Nil

### **7CAA1 BHM9B; 5; 9A9BH**

Engagement will take place in accordance with the Shire's Community Engagement Guidelines and will include:

Local public notice of the amended Ordinary Council Meeting date in accordance with legislative requirements.

### **7CAA9BHG**

The current scheduled date for the November Ordinary Council Meeting is Tuesday 29 November 2016. There are five Tuesdays in November and by moving the Ordinary Council Meeting forward a week to 22 November 2016 will provide the CEO and Council's Zone representative/s to attend the Joint Kimberley and Northern Territory Forum and Workshop, Kimberley Regional Group (KRG) meeting and Local Government Association of the Northern Territory Conference which are scheduled for 29 November to 1 December 2016 in Alice Springs.

Participating in KRG meetings is an important requirement for the Council's delegates and Chief Executive Officer to the KRG committee and WALGA Zone.

The joint forum in the Northern Territory (NT) represents an opportunity for the Shire to build upon existing networks with neighbouring Local Governments in the NT and seek prospective collaborative projects for future economic development, along with continuing to forge strong connections with the other Kimberley Shires.

5 HH57 <A9BHG!`hYa `%&"&"

Attachment 1 - Email from KRG with Invite

Attachment 2 - Email from KRG with Program

## Meagan LeRiche

---

**From:** Rebecca Herbert <rherbert@kimberleyzone.com.au>  
**Sent:** Thursday, 25 August 2016 2:51 PM  
**To:** stephen.gash@sdwk.wa.gov.au; Danielle Hurstfield; elsia.archer@bigpond.com; plbapderby@bigpond.com; Kenn Donohoe; Rebecca Snowdon; eo@rdakimberley.com.au; harold.tracey@hmtracey.com.au; Rodger Kerr-Newell; Ingrid Laudzevics; credwards@hcshire.wa.gov.au; virginia.o'neil@network.pmc.gov.au; Carl Askew; Meagan LeRiche; Cr Jane Parker; Cr Keith Wright; Margaret Degebrod; Glen Chidlow; ghayes@walga.asn.au; Tim Bray; eo@kdc.wa.gov.au; zonemeetings@dlgc.wa.gov.au  
**Subject:** Joint Kimberley & NT LGA Forum  
**Attachments:** Registration Form.docx; Invite Kimberley Zone.docx

Good afternoon,

Please find attached a letter of invitation for our forthcoming joint Kimberley and Northern Territory Local Government Forum to be held 1-2 December 2016 in Darwin.

Please make your own travel arrangements. Accommodation at the Novotel Darwin CBD will be \$114 incl breakfast per day.

The forum will be 8.30am-4.00pm on Thursday 1 December and 8.30am-1.00pm on Friday 2 December, with the Zone/KRG Meeting to be held from 2.00-4.00pm on Friday 2 December.

Dinner for all forum attendees will be held at the Novotel Restaurant on Thursday 1 December from 6.30pm. Dinner for Zone members only will be held at the Jetty restaurant on Friday 2 December from 6.30pm.

A program will be forwarded through once presenters are confirmed.

Regards,



Rebecca Herbert  
Project Manager  
Kimberley Regional Group

PO Box 653  
Broome WA 6725  
(08) 9192 8355 - Direct  
0409 22 1098 - Mobile  
Email: [rherbert@kimberleyzone.com.au](mailto:rherbert@kimberleyzone.com.au)



## Kimberley Regional Group

PO Box 653 Broome 6725 Ph: (08) 9192 8355 Fx: (08) 9192 2451



Shire of Derby /  
West Kimberley



Forum Registration Details:			
<b>Forum Name:</b>	Joint Kimberley and Northern Territory Forum		
<b>Course Dates:</b>	Thursday 1 December – Friday 2 December 2016 (inclusive)		
<b>COST:</b>	Delegates: \$400 (GST exempt) includes 2 days of the forum, forum catering and dinner on Thursday 1 December. Partners: \$100 (GST exempt) includes dinner on Thursday 1 December.		
<b>Purchase Order Number:</b>		<b><u>Must be Provided to Enable Registration</u></b>	
<b>Local Government Office:</b>			
<b>Booking Contact Name:</b>		<b>Contact Number:</b>	
<b>Booking Contact Email:</b>			
Participant One Details:			
<b>Name:</b>			
<b>Position:</b>			
<b>Contact Number:</b>			
<b>Contact Email:</b>			
<b>Special Requirements:</b>			
Participant Two Details:			
<b>Name:</b>			
<b>Position:</b>			
<b>Contact Number:</b>			
<b>Contact Email:</b>			
<b>Special Requirements:</b>			
Partner Details:			
<b>Name:</b>			
<b>Contact Number:</b>			
<b>Contact Email:</b>			
<b>Special Requirements:</b>			
Partner Details:			
<b>Name:</b>			
<b>Contact Number:</b>			
<b>Contact Email:</b>			
<b>Special Requirements:</b>			



# Kimberley Regional Group

PO Box 653 Broome 6725 Ph: (08) 9192 8355 Fx: (08) 9192 2451



Ref: KRG01

24 August 2016

Good afternoon



>c]bh? ]a VYf`YmFY[ ]cbU` ; fci d`UbX`BcfH Yfb`HYff]hcfmi@WU` ; cj Yfba Ybh: cfi a `

On behalf of the Kimberley Regional Group, I would like to invite your Chief Executive Officer and elected Zone representatives to attend our forthcoming Joint WA & NT Forum to be held at the Novotel Darwin CBD 100 The Esplanade Darwin from Thursday 1 to Friday 2 December 2016 commencing at 8.30am each day.



Shire of Derby / West Kimberley

The forum will be attended by delegates from the Kimberley and Northern Territory Local Governments and State organisations.

This forum will be designed around strengthening the alliance of councils by building on strategic partnerships and identifying opportunities for cross border collaboration in the key areas of infrastructure, agriculture and indigenous issues.



The registration fee for the forum is \$400 per delegate. I ask that the registration form be completed for all delegates attending the forum and forwarded to myself by Friday 28 October 2016. Further details of the forum program will be forwarded to you once the arrangements are confirmed. A dinner is planned for the evening on Thursday 1 December at the Novotel Darwin from 6.00pm and you are most welcome to join us. It is also anticipated that the forum will conclude at 4.00pm on Thursday 1 December and 1.00pm on Friday 2 December.



Should you require any further information at this stage and/or to confirm your attendance, could you please advise myself, on (08) 9192 8355 or by email at [rherbert@kimberleyzone.com.au](mailto:rherbert@kimberleyzone.com.au)

Yours sincerely



FYVYWWU< YfVYfh  
Dfc`YWhA UbU[ Yf`E`? ]a VYf`YmFY[ ]cbU` ; fci d`



## Meagan LeRiche

---

**From:** Rebecca Herbert <rherbert@kimberleyzone.com.au>  
**Sent:** Wednesday, 31 August 2016 10:25 AM  
**To:** stephen.gash@sdwk.wa.gov.au; elsia.archer@bigpond.com;  
plbapderby@bigpond.com; Rebecca Herbert; kenn.donohoe@broome.wa.gov.au;  
eo@rdakimberley.com.au; harold.tracey@hmtracey.com.au; ceo; Cr Jane Parker; Cr  
Keith Wright; ceo@hcshire.wa.gov.au; credwards@hcshire.wa.gov.au;  
virginia.o'neil@network.pmc.gov.au; kelvin@shire.gov.cx; ceo@cocos.wa.gov.au;  
tim.bray@kdc.wa.gov.au; eo@kdc.wa.gov.au; Glen Chidlow;  
zonemeetings@dlgc.wa.gov.au; Margaret Degebrot; ghayes@walga.asn.au;  
Danielle Hurstfield; Rebecca Snowdon; Meagan LeRiche; Ingrid Laudzevics  
**Subject:** Joint Kimberley and Northern Territory Forum & Workshop  
**Attachments:** Program 28 Nov -2 Dec 2016.docx

Good morning,

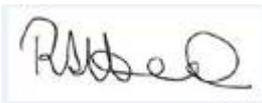
Please find attached the program for the Joint Kimberley and Northern Territory Forum & Workshop and LGANT Conference to be held in Alice Springs 29 November – 1 December 2016 at the Alice Springs Town Council Andy McNeill Room, 93 Todd Street.

LGANT has kindly invited the KRG to participate in the LGANT Conference and CEO's and Mayors & President's Forums, following our joint forum.

A series of meeting requests will follow.

Can each Shire please start making their own Flight, accommodation & hire car arrangements as per the program recommendation.

Regards,



Rebecca Herbert  
Project Manager  
Kimberley Regional Group

PO Box 653  
Broome WA 6725  
(08) 9192 8355 - Direct  
0409 22 1098 - Mobile  
Email: [rherbert@kimberleyzone.com.au](mailto:rherbert@kimberleyzone.com.au)



## Kimberley Regional Group

PO Box 653 Broome 6725 Ph: (08) 9192 8355 Fx: (08) 9192 2451



### Joint Kimberley and Northern Territory Forum and LGANT Conference

#### Monday 28 November

18.50pm

Fly Broome to Darwin: Mon 28 Nov 18.50, arrive in Darwin 22.55.  
(Each shire to organise their own flights)

Overnight Novotel Darwin Hotel Airport. Rooms are \$139 per night plus \$28 for breakfast opening at 5.30am. (Each shire to organise their own accomodation)

#### Tuesday 29 November

7.10am

Fly Darwin to Alice Springs: Tue 29 Nov 7.10, arrive in Alice Springs 9.15am. (Each shire to organise their own flights)

Overnight Ibis Styles Alice Springs. Rooms are \$130 per night including breakfast. (Each shire to organise their own accomodation)

9.30am

Pick up hire cars (each shire to organise their own cars)

10.00am – 5.00pm

Joint Kimberley and Northern Territory Local Government Forum  
Alice Spring Town Council – Andy McNeill Room, 93 Todd St.

10.30am

Morning Tea

12.30pm

Lunch

2.30pm

Afternoon Tea

5.00pm

Forum close

6.30pm

Forum Dinner. Arrangements to be confirmed.

#### Wednesday 30 November

8.30am – 11.45am

Overnight Ibis Styles Alice Springs. Rooms are \$130 per night including breakfast. (Each shire to organise their own accomodation)

Joint Kimberley and Northern Territory Local Government  
Workshop  
Alice Spring Town Council – Andy McNeill Room, 93 Todd St.

9.30am

Morning Tea



11.30am Lunch

11.45an Workshop close

12.00pm - 4.00pm LGANT - Mayors & Presidents Forum  
Alice Spring Town Council – Meeting Room, 93 Todd St.

12.00pm - 4.00pm LGANT - CEO's Forum  
Alice Spring Town Council – Meeting Room, 93 Todd St.

6.30pm KRG Members Dinner. Arrangements to be confirmed.

#### **Thursday 1 December**

Overnight Ibis Styles Alice Springs. Rooms are \$130 per night including breakfast. (Each shire to organise their own accomodation)

9.00am – 1.00pm LGANT - Conference  
Alice Spring Town Council – Andy McNeill Room, 93 Todd St.

2.00pm – 4.00pm KRG/Zone Meeting Agenda  
Alice Spring Town Council – Meeting Room, 93 Todd St.

6.30pm LGANT Dinner. Arrangements to be confirmed.

#### **Friday 2 December**

10.10am Fly Alice Springs/Perth/Broome: Fri 2 Dec 10.10, arrive in Broome 18.50 (Each shire to organise their own flights)

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%&" "%' &\$% #/+ '5 bbi U'7 ca a i b]mi; fUbrg'

8 5 H9.	5 October 2016
5I H<CF.	Wayne Richards, Manager Community Services
F9GDCBG-6 @'C: : =79F.	Louise Gee, Director Community Development
: =@'BC.	GS.05.44
8-G7 @GI F9'C: '-BH9F9GHG.	Nil

JCHB; 'F9EI =F9A9BH

Simple Majority

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X' ?ja VYf'Ym5 W]cb'GdcfHg' =bVZ&\$%+'@\_Y5f[ mY'5 Xj Ybhi fYFUW.''' ) \$\$\$'

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- V" ?i bi bi ffUK UhYf'G\_]7`i Vž&\$%+8 Ua 'lc'8 Ua .~%\$ž\$\$\$
- W ?i bi bi ffU; ]f'; i ]XYgžHf]d'lc'DYfH 'lc'UHybX'&\$%+GHUY5 k UFX7 YfYa cbm`~%&+) \$
- X" ?ja VYf`Ym5 W]cb'GdcfHg' bVž&\$%+@\_Y5f[ mY5Xj Ybh fYFUW.``) ž\$\$\$
- Y" K nbX\ Ua '<]gfcf]WU'GcWYmžFccZF YgfcfU]cb.``%\$ž\$\$\$
- Z' CfX'JU`Ym9j Yblgž&\$%+CfX'JU`YmAi ghYf.``&\$ž\$\$\$
- [ " K nbX\ Ua '7 ca a i b]mi9j Yblgž&\$%+GHUg'cb'H Y6 Ugh]cb.``%\$ž\$\$\$
- \ " ?i bi bi ffUAclcWcgg'7`i VžG UXYglfi Wfi fY.``ž\$\$\$
- ] " @\_Y5f[ mY'Gk ]a ' bVž&\$%+@\_Y5f[ mY'Gk ]a .~%\$ž\$\$\$

&''5 Xj ]gYg'i bgi WwggZ ``Udd`]WUblg'H UhH Yf'Udd`]WU]cbg'k YfY'bc higi WwggZ ``UbX' dfcj ]XYZYXVUW.

- ?i bi bi ffUBY][ \ Vci f\ ccX'<ci gY
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- ?i bi bi ffU7 ca a i b]miF Ygci fW'7 YblfY
- ?i bi bi ffUFcXYc'5 ggcWU]cb'
- 9 Ugh'?ja VYf`Ym7 f]W\_Yh5 ggcWU]cb'

7 Uff]YX'%%\$

## DI FDCG9

For Council to endorse the 2016/17 Annual Community Grant Assessment Panel recommendations.

## B5 HI F9 C: 7 CI B7 =@6 FC @ =B H<9 A5 HH9 F

Funder - provide funds or other resources

## 6 5 7 ?; FCI B8 #DF9J-CI G 7 CBG=8 9 F5 H-CBG 6 M7 CI B7 =@7 CAA-HH99

Services, activities, and opportunities provided by community organisations are highly valuable to any community. These organisations can often provide specific services more efficiently and effectively than local government. Strong community organisations build resilience within the community; their presence means that during times when government spending is scaled back, services within the community are less likely to be impacted. For these reasons it is in the interest of the Shire to support these organisations to be as strong, resilient and effective as possible.

The Shire achieves this in a number of ways:

- Providing facilities such as ovals, courts, lighting and swimming pools. These are hired to community/not for profit organisations at a significantly subsidised rate (less than the cost of providing these facilities).
- Providing community leases which not only allow organisations space to develop facilities for their activities but often to generate income that supports their core purposes.
- Providing administrative support and direction for clubs that require assistance with activities such as business plan development, reviews of constitutions etc.
- Providing direct financial support to these organisations.

Providing financial support can allow clubs and groups to undertake programs that they may not otherwise be able to provide such as:

- Undertake capital works projects to improve community facilities (typically at a lower cost than the Shire is able to)
- Undertake projects that benefit the community
- Deliver events that can have a positive impact socially and economically.

The Shire's Community Grants Scheme is the mechanism in place that allows the Shire to provide support for and contributions to community organisations meeting the requirements above.

## GH5 HI HCFM=AD@7 5 H-CBG

There are no statutory implications associated with this report.

## **DC @7 M=AD@7 5HCBG**

The Annual Community Grants applications were assessed in accordance with Council Policy CP/COM 3582 Community Grant Scheme.

## **: B5B7 5 @-AD@7 5HCBG**

The budget for the Community Grant Scheme is \$100,000. This total includes the allocation for both Annual Grants and Quick Grants.

Fourteen Applications were received requesting a total of \$367,204. The grants assessment panel has recommended awarding a total of \$87,250.

## **GHF5H9; 7 AD@7 5HCBG**

*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 3.1: A broad range of lifestyle opportunities and activities are available for East Kimberley residents

Strategy 3.1.3 : Support the community by providing access to local funding and sponsorship opportunities.

## **F-G? AD@7 5HCBG**

Non-compliance with policy and processes resulting in financial or reputation loss.

## **7CAAI B+M9B; 5; 9A9BH**

The Annual Community Grants were advertised via the Kimberley Echo, Shire Website and Shire Facebook Page from 2 August 2016.

In addition, workshops were organised for grant applicants in Kununurra on 22 August and Wyndham on 24 August. There were five attendees to the Kununurra workshop however as no responses were received in Wyndham by 9am the morning of the session the Wyndham workshop was cancelled.

## **7CAA9BHG**

Fourteen Applications were received requesting a total of \$367,204.

These applications were assessed by the Annual Community Grants Assessment Panel on 12 September. The panel was made up of:

- Director Community Development

- Manager Community Services
- Community Development Support Officer

The Assessment Report is attached as Confidential Attachment 1.

**5 HH57 < A 9 BHG**

Confidential Attachment 1 - Annual Community Grants Assessment Report.

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F9 GDCBG-6 @ `C : : =7 9 F.	Louise Gee, Director Community Development
5 GG9 GGA 9 BH`BC.	A4993
: =@ `BC.	CP.07.7
8 =G7 @CGI F9 `C: `BH9 F9 GHG.	Nil

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Simple Majority

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DI FDCG9

For Council to offer a lease to the Lake Kununurra Golf Club Inc (LKGC).

B5HI F9`C: `7 CI B7 =@G`FC @ `B`H<9`A5HH9F

Provider - provide physical infrastructure and essential services.

The Lake Kununurra Golf Club has operated since 1964, initially as a 9 hole course before being expanded to 13 holes in 1984 and 18 holes in 1987. The previous lease was signed in 1992 expiring on 30 June 2012.

At the Ordinary Council Meeting of 22 November 2011 Officers were given authorisation to commence negotiations with LKGC:

**Minute No. 9626**

**Moved: Cr K Torres**

**Seconded: Cr D Ausburn**

**1) That Council Requests the Chief Executive Officer to enter into negotiations with the following clubs with the view to determining their ongoing requirements in relation to their respective lease areas:**

- a) Kununurra Race Club over Reserve 30290**
- b) Lake Kununurra Golf Club Inc over Reserve 29167 and portion of Reserve 41812**
- c) Wyndham Turf Club over Reserve 24857, Reserve 32816 and Reserve 36818**
- d) Kununurra Speedway Club over Reserve 41793**
- e) Kununurra Water Ski Club over portion of Reserve 29297 and portion of Reserve 41812**

**2) That Officers write to each club to request that a long term business plan be supplied, in order to assist Council to decide the term of the lease to be offered.**

**3) That Officer's write to the Minister for Land to seek in principle approval to enter into a lease over the abovementioned reserves with the relevant community groups for a minimum term of 10 years.**

**Carried Unanimously 8/0**

Some discussions were had with the Golf Club during this period however the priority community lease at the time was the Agricultural Society Lease (KAS). With the KAS lease finally resolved in June 2015 Officers recommenced discussions with other community lessees.

On 6 August 2015 Officers met with representatives of the Lake Kununurra Golf Club to commence negotiations for a new lease. At this time the Club requested a 21 year lease and were informed of the requirement for the development of a Strategic Plan as per Council Policy CP/PMG 3780 Leasing of Council Managed Reserve Land - Community. LKGC provided their Strategic Plan 2015-2036 (Attachment 1) on 20 October 2015.

Timeline (2016):

17 February: LKGC were provided with a draft lease, the Club were also requested to provide a list of all buildings fixtures and fittings.

23 February: The Club responded with several queries regarding the lease, these were discussed and relevant changes made.

22 March: The reviewed copy was returned to LKGC

1 April: LKGC advised that they were satisfied with the reviewed lease.

Following this review, several items were raised by individual Councillors. These concerns were that:

1. The onsite sewerage system for the PumpHouse Restaurant is located on the lease site. This was investigated and the following information is presented:
  - There is a septic system installed in the southern corner of lot 692
  - This septic system was approved by the Shire.
2. Designated parking for the PumpHouse Restaurant is located on lot 692.
3. Lot 692 was created to allow for the construction of a future road. This is critical should the existing bridge over the channel becomes decommissioned as this would remove any formal access to the PumpHouse Restaurant. There is an existing "access track" however this is not a formal road. The Golf Course Club would also be without formal access however as the Course abuts Victoria Highway, the Golf Club technically has access to their site while the PumpHouse Restaurant would not.

Based on this information, the draft lease was amended to remove Lot 692 from the lease and authorise LKGC use of this Lot through the issuing of a licence over Lot 692.

### **GH5 HI HCFM-AD@7 5H-CBG**

#### Local Government Act 1995

Under section 3.58 of the Local Government Act 1995 (LGA), the leasing of land is included as a form of disposal of property and is required to be undertaken in accordance with this section of the LGA.

However, there are exemptions from the requirements outlined in *regulation 30 of the Local Government (Functions & General) Regulations 1996*, which states that a disposition of land is an exempt disposition if –

- (i) the land is disposed of to a body, whether incorporated or not -
- (i) the objects of which are of a charitable, benevolent, religious, cultural, educational, recreational, sporting or other like nature; and
- (iii) the members of which are not entitled or permitted to receive any pecuniary profit from the body's transactions."

As such, a lease to Lake Kununurra Golf Club Inc. is considered an exempt disposition and the Shire can directly enter into a lease negotiation.

Land Administration Act 1997

Reserve 29167 is reserved under the Land Administration Act 1997 (LAA) for the purpose of 'Recreation (Golf Course)'. Initial discussions with the Department of Lands indicate the Department are supportive of a new lease to the Lake Kununurra Golf Club.

**DC@7 M-AD@7 5HCBG**

The terms of this draft lease are in accordance with CP/PMG 3780 Leasing of Council Managed Reserve Land - Community

Lake Kununurra Golf Club have requested a 21 year lease. This is allowable under the Policy at the discretion of Council *"if the lessee can demonstrate the need for this extended term, as well as financial sustainability to meet this need, through the lodgement of a business plan."*

**: B5B7 5 @-AD@7 5HCBG**

The Lease fee will be set at \$500.00 in the first year, indexed for CPI (Perth), reviewed every three years. The current LKGC rental is \$100.00 per annum.

All costs associated with the development of this lease will be on-costed to the LKGC.

**GHF5 H9; 7 -AD@7 5HCBG**

*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 3.4: Enhancement of community facilities

Strategy 3.4.4 : Provide and support a more effective range of sport and recreation services and facilities including a new leisure and aquatic facility in Kununurra

**F-G? -AD@7 5HCBG**

Non-compliance with the Department of Local Government advisory standards and regulations

**7CAAI B-M9B; 5; 9A9BH**

Engagement has taken place in accordance with the Shire's Community Engagement Guidelines and includes:

Ongoing communication with the Lake Kununurra Golf Club regarding this matter.

**7CAA9BHG**

The final Draft Lease was forwarded to the LKGC on 1 September 2016. A formal response was received by the LKGC on 12 September accepting the the lease as provided.

This draft lease is now presented to Council for authorisation to offer.

**5HH57 <A9BHG**

Attachment 1 - Lake Kununurra Golf Club Strategic Plan

Attachment 2 - Draft Lease - Lake Kununurra Golf Club



**Strategic Business Plan**  
**September 2015 - September 2036**





## Signature Page

The Strategic Business Plan has been developed, agreed to and signed off by the following stakeholders of the Lake Kununurra Gold Club.

<b>The Board</b>	<b>Portfolio</b>	<b>Signature</b>
Peter Riley	President	Signed on original
Mal Donnelly	Treasurer	Signed on original
Scott Day	Mens Captain	Signed on original
Karen Ackland	Ladies Captain	Signed on original
Brian Tod	Secretary	

Date: 18 October 2015

.....



## **Club Contacts**

Postal Address: PO Box 166, Kununurra WA 6743

Phone: 9169 1055

<b>Name</b>	<b>Position</b>	<b>Phone</b>
<b>Peter Riley</b>	President	0418 682 255
<b>Brian Tod</b>	Secretary	0428 941 775
<b>Mal Donnelly</b>	Treasurer	0428 135 105

## **Executive Summary**

The Lake Kununurra Golf Club Inc (LKGC) strategic business plan will play an integral role in managing the club to achieve its goals over the next 21 years. The plan will be used extensively by the committee and, when necessary, it will be modified to reflect the ongoing development and needs of the LKGC.

This document outlines the club's vision and this is used as our guide for annual goals and aims as well as longer term development projects.

The club has a number of regular aims and goals which include continuing to hold open events throughout the year, an annual coaching clinic and to run a summer cup competition through the wet season. The club also aims to keep the grounds, buildings and equipment maintained to a very high standard as a means of attracting and continuing to attract new members to join LKGC.

The club has number of longer term projects, including refurbishment of the bar and hallway areas, building caretaker quarters and irrigating the fairways and greens, upgrade and seal the car park area, upgrade hire carts and eventually to employ a greens keeper.

## **Organisation History**

The Lake Kununurra Golf Club was established in 1965 as a 9 hole course. The club is located on Reserve 29617 Jac 312.

The LKGC would like to enter into an extended 21 year lease agreement with the Shire of Wyndham East Kimberley. The town of Kununurra is undergoing a period of significant investment and planning and the Club is seeking to more adequately secure its future by this extended lease which allows a greater commitment by members for Club development and improvement over a sensible timeframe.

The club is in a very sound financial position, operating with a savings account of \$41,161.79 which follows on from a similar positive balance sheet from the previous financial year and has been regularly in a positive amount over many years.

Since it's inception our Golf Club has welcomed all community members and a significant number of visitors both national and international. The club has held open tournament days, weekly competitions throughout the year as well as hosting coaching clinics to improve the skill levels of golfers in the community.

The clubhouse grounds and gardens are utilised by many people throughout the township and surrounding areas and are well maintained by the membership. Nearby stations and local businesses use the facility for Christmas and work functions. It is also used by individuals for birthday parties, weddings, social days and organisational training and meetings.

The club provides full facilities to Kununurra's annual festival in May, in particular the Kimberley Moon Experience, which has become widely renowned throughout Australia and, more recently internationally, with celebrities from overseas in attendance. The venue is also used by the Festival Committee for other functions that are held within the 2 week period of the festival.

## **Vision of the Organisation**

The vision of the LKGC is summed up by our mission statement which outlines what the club aims to achieve. Our corporate vision outlines what the club is aiming to do in support of its mission.

## **Mission Statement**

To encourage the participation and skill development of the community in the sport of golf. The club shall use its facilities in support of the above whilst also offering the venue to the wider community in general.

## **Corporate Vision**

To build the membership base and financial security of the club so its facilities can be improved while social activities are supported by and to the benefit of all members and the wider community.

## **Critical success factors and issues of the organisation**

The Lake Kununurra Golf Club is facing some issues that are making it difficult to achieve the club goals in the short term.

Issues facing the golf club include:

- Lack of volunteers with enough time to apply for grant funding
- Maintaining the condition of the golf club grounds
- Policing the use of the golf club area
- Loss and or damage to club equipment

Critical success factors for the golf club

- Sustained levels of membership
- Participation of members on the committee
- Current level of committee support continues
- Maintaining our good relationships within the community

## **Current and Proposed Solutions to issues**

- Sub committees are elected annually for various and specific activities
  - a) Summer Cup committee is for the 9 hole event held over the wet season
  - b) Greens and course maintenance committee
  - c) Social committee for hiring of facilities
  - d) Match committee who run the weekly competitions
- Actively use social media for club promotion
- Receive much support from local businesses during current playing seasons
- Stricter guidelines around club equipment to prevent damage and loss
- Create a sub-committee to pursue funding opportunities which will materially benefit the Club infrastructure to provide a more sustainable future for golfing at Kununurra

## List of Annual Goals and Objectives

The Clubs annual key performance objectives are outlined in the table below. These objectives form the key activities that the committee should achieve on a regular basis.

<b>KPAs</b>	<b>Focal Area</b>	<b>Goal or objective</b>
Administration	Committee	Produce agendas and Minutes of all meetings
Marketing	Sponsorship	Have all events sponsored outside of the Club
	Merchandise	Sale of clothing and equipment
	Communications ,	Use social media for communicating
Participation and development	Events	Organise club events to attract a wider range of the community particularly the younger percentile
	Membership	Increase membership by 10%
	Coaching	Use local coaches
	Competition	Nominated competition seasons
Finance	Financial reporting	Produce annual finance report
	Regular reporting	Produce monthly finance reports
Reporting	Media	Weekly newspaper reports
		Fortnightly radio reports
		Monthly sub committee reports

## **Larger events and infrastructure plans**

Apart from the Club's annual goals and objectives we also have a series of longer term projects to realise over the upcoming 21 years. Because the club does not operate with a large annual profit any larger projects are reliant on donations, grants and sponsorship along with volunteer labour.

To fund and deploy infrastructure projects or events the club uses the following process:

- Identify project or event - The Club or committee identify needs.
- Solution definition and cost
  1. Committee determine what the need is
  2. What resources and labour is required
  3. How much labour and materials can be donated
  4. What the cost to the club is in monetary terms
  5. What external funding or grants are available
  6. What the benefits are to the members and the general community
- Project approval
  - a) All projects are discussed at a committee meeting and further approval and progress is voted on
  - b) Relevant permits and approvals are sought to ensure compliance is met.
- Project Implementation
  - a) Committee person or a sub committee formed to organise resources and plans and then to implement the work requirements utilizing volunteer and professionals as required
  - b) Monitor and abide by appropriate approvals and permits
  - c) Resources and labour mobilised to relevant site.

## **Current and Proposed Lease Area**

SWEK has been undertaking a significant planning process to ensure the best possible outcome for the town planning future. The golf club has remained consistent as a healthy club that provides a safe venue for all its members and the public. It appears that this parcel of land has not been tagged for any alternative use by the Shire for any alternative development. Therefore the club wishes to be recognised for the extensive work and asset accrual that has been put into the leased area.

The club is requesting extending the current lease to accommodate the golf club events and future plans. This is without being aware of any other limitations or restrictions to the leased area which we have been advised remain as a Golf Club as part of the Council's future objectives.

### **Parking Space**

As the golf club is located off any major road we provide parking area for members and events.

Additional parking is provided for events such as the Kimberley Moon Experience as well as competition days and private functions

### **Caretaker's Cottage**

Ongoing grounds maintenance expenses are all paid for by the club which limits the amount that can be used to develop further facilities. Vandalism is rife and constant monitoring is required. By building a caretaker's cottage on the leased area the club would then be in a position to negotiate a contract with approved person or persons to caretake with payment in kind for rent. Being visible is advantageous. There would also be in the contract venue cleaning and some maintenance. Appropriate approvals and plans would be required before this project could take place.

## Management Structure

The LKGC is incorporated and has its own constitution and consists of a committee who meet monthly.

The committee positions and key responsibilities include:

- **President**
  - a) Be well informed of all organisational activities
  - b) Be aware of the future directions and plans for members
  - c) Have a good working knowledge of the constitution, rules and duties of all officers
  - d) Manage meetings and external communications to other stakeholders
  - e) Ensure planning and budgeting is carried out on accordance with members wishes
- **Vice President**
  - a) Support the President in all of that person's duties
  - b) Stand in for the President when absent
- **Secretary**
  - a) Maintain agendas and record and file all minutes of meetings
  - b) Handle all correspondence and reply to same as directed by committee
  - c) Maintain records of current members and sponsors
- **Treasurer**
  - a) Ensure that all accounts and records are accurate and filed
  - b) Maintain accounts, bank takings and Eftpos records
- **Captain**
  - a) Organise and run all competitions
  - b) Seek and organise sponsors
- **Hire Co ordinator - not currently a separate Committee position**
  - a) Manage all hiring bookings and payments
  - b) Organise keys to venue as required and cleaning
- **Committee Members**
  - a) Attend all committee meetings
  - b) Attend club events and assist with general running of the club
- **Club members**
  - a) Attend club events
  - b) Attend the Annual General Meeting
  - c) Assist with general maintenance of the grounds as required or requested

## **Financial Assessment**

The Lake Kununurra Golf Club has been financially stable for many years and maintains a regular amount of finance. The club has been capable of balancing its costs and income to remain in a positive situation at all times

Generally the income from the pro shop, bar, memberships, sponsors and venue hire is our main source of income. The club is very fortunate to have a few people who have time to donate to maintain the course and its facilities which is a significant cost saving.

The club has a reasonable membership of 85 which is slightly down this year. We have had between 110-120 previously.

At the September meeting 2015 the club had a saving account balance of \$41,161.79 with no outstanding debt.

Balance sheets for 2014 and current 2015 season are attached

KPA	GOAL	STRATEGY	DATE
Coaching	Improve members skills	Use local talent where possible.	Annually
Competitions	Improve interest in golf	Arrange weekly competitions	Annual season starts in April each year
Marketing	Fundraising	Night Golf Dinners	Annual events
Hall ceiling	Replace and paint	Utilise member labour and purchase materials	2016
Irrigation	Fully grass all fairways	Volunteer labour, donated/purchased material	2020
Golf Carts	Upgrade	Carts are hired and pay for themselves plus raise revenue for the club	Ongoing
Equipment	Renew as required	Necessity for course maintenance. Tractors and slashers, water pumps and sprinklers	Ongoing

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(Reserve 29167,  
Lot 312 on Plan 210825, and  
Lot 734 on Plan 217489)

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("Lessor")

AND

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<b>% 8 YZb]h]c bg'UbX' bhYdfYU]cb</b> .....	
1.1 Definitions .....	6
1.2 Interpretation .....	11
1.3 Performance of Functions by Minister.....	14
1.4 Approval by Minister .....	14
1.5 Land Administration Act.....	14
<b>&amp;" CdYfU]j Y'dUfH</b> .....	<b>%</b>
2.1 Lease of Leased Premises .....	14
2.2 Quiet enjoyment .....	14
2.3 Lessee responsible as if owner.....	15
2.4 Conditions Precedent .....	15
2.5 Discretion of the Lessor in its capacity as Relevant Authority .....	15
2.6 Lessee's Building and Fixtures .....	15
<b>' " FYgYfj U]cb'cZ@Yggcf]f] \ hg</b> .....	<b>%</b>
3.1 Improvements to Leased Premises .....	16
3.2 Right to enter.....	16
3.3 Granting easements etc.....	17
3.4 Re-classification of fixtures and fittings .....	17
3.5 Managing Agent .....	17
<b>( " FYbh</b> .....	<b>%</b>
5.1 Review on Rent Review Date .....	17
5.2 CPI Rent Review .....	17
5.3 Payment of Reviewed Rent .....	18
5.4 Not to cause Rent reduction .....	18
<b>* " FUhg'UbX'HU Yg</b> .....	<b>%</b>
<b>+ " @YggYY'hc'dUmZ'f'GYfj]Wg</b> .....	<b>%</b>
<b>, " I gY'cZ@UgYX'DfYa ]gYg'UbX': UW]h]Yg</b> .....	<b>%</b>
8.1 Authorised Use.....	19
8.2 Licenses and Limitations .....	20
8.3 Comply with Directions .....	20
<b>- " GYW f]m]cZ@UgYX'DfYa ]gYg</b> .....	<b>&amp;\$</b>
<b>%" AU]bhYbUbW'UbX'K cf_g</b> .....	<b>&amp;\$</b>
10.1 Obligation to Maintain .....	20
10.2 Alteration and Substantial Works.....	21
10.3 Standard for Maintenance and Works.....	22



<b>% " 8 YZU `h`</b>	<b>%</b>
<b>% " @ggcfBj dck Yfg'cb`XYZU `h`</b>	<b>&amp;</b>
19.1 Lessor's right of possession .....	32
19.2 Lessor may remedy Lessee's default.....	32
19.3 No prejudice of Lessor's rights.....	33
19.4 Exercise of rights by Lessor.....	33
<b>&amp;\$" 9ggYbhjU`Hfa g`</b>	<b>,</b>
20.1 Breach of Essential Terms.....	33
20.2 Damage for Breach of Essential Terms .....	33
20.3 Lessor's Entitlement to Damages .....	34
20.4 Lessor to Mitigate Damages .....	34
20.5 Calculation of Damages.....	34
<b>&amp;%" Hfa jbhjcb`</b>	<b>(</b>
21.1 Yield up Leased Premises .....	34
21.2 Remove Lessee's Fixtures.....	34
21.3 Making Good of Leased Premises on Termination .....	35
21.4 Lessor Can Make Good.....	35
21.5 Dealing with Lessee's property not removed at Termination .....	35
21.6 Lessee to continue to pay Rent and outgoings .....	36
<b>&amp;&amp;" Cdhjcb`cZfYbYk U`</b>	<b>*</b>
<b>&amp;' " &lt;c`X]b[ `Cj Yf`</b>	<b>*</b>
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<b>&amp;+ " 9bj ]fcb a YbhU`A UHfg`</b>	<b>+</b>
27.1 Lessee's Environmental Covenants.....	37
27.2 Remediate Contamination .....	38
27.3 Environmental Indemnity .....	39
27.4 Event of Default and Essential Term.....	39
27.5 Definitions .....	39
<b>&amp;, " 7 Uj YUhg`UbX`fY[ ]ghfUjcb`cZ@UgY`</b>	<b>( %</b>
28.1 Registration .....	41
28.2 Lessee must withdraw Caveat and any Registered Encumbrances .....	42
<b>&amp;- " FYXYj Ycda Ybh`</b>	<b>( &amp;</b>
<b>' \$" A]gWU`UbYci g`</b>	<b>( '</b>
30.1 Lessee not to permit prohibited matters .....	43
30.2 Cost of Complying with Obligations .....	43
30.3 Schedules.....	43

30.4	Lessor's consent.....	43
30.5	Proper Law and Jurisdiction.....	43
30.6	Time for payment.....	43
30.7	Time of the essence .....	43
30.8	Certificates .....	43
30.9	Exercise of rights by Lessor.....	44
30.10	Lessor may act by agent .....	44
30.11	Variation.....	44
30.12	Giving of notice.....	44
30.13	No moratorium.....	45
30.14	Further assurances .....	45
30.15	Effect of execution.....	45
30.16	Severance.....	45
30.17	Goods and services tax.....	45
30.18	Entire Agreement .....	46
30.19	Headings.....	46
30.20	Termination .....	46
<b>' %' DDG5 '.....( *</b>		
31.1	Interpretation .....	46
31.2	Further assurance .....	47
31.3	No requirement for PPSA notices.....	47
31.4	Priority of the Lessor's interest.....	47
31.5	Enforcement.....	47
31.6	Negative undertakings.....	48
31.7	The Lessor's interest remains unaffected .....	48
31.8	Notices to the Lessor.....	49
<b>G7 &lt;98 I @ '%.....) \$</b>		
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<b>G B-B; 'D5; 9 '.....)-</b>		
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THIS DEED is made

day of

2016

**69HK99B:**

**G<=F9`C: `K MB8 <5A `95GH`? =A 69F @M** of PO Box 614, Kununurra, Western Australia  
(Lessor)

AND

**@?9`?I BI BI FF5`; C@ `7 @ 6 `B7 "56B`, - `-\$%, ++`\*)`** of PO Box 166, Kununurra,  
Western Australia  
(Lessee)

**K <9F95G:**

- A. The Land is reserved to the Crown and has been placed under the care, management and control of the Lessor by the Minister for Lands with power to lease for a term not exceeding 21 years, subject to the consent of the Minister.
- B. The Land, part Reserve 638745 known as Lot 312 on Plan 210825, and Lot 734 on Plan 217489, Victoria Highway, Kununurra and the Leased Premises forms part of the Land as depicted and hatched on the plans in "Annexure A" to this Lease
- C. The Lessor has agreed, subject to the Minister's consent, to grant the Lessee a lease of the Leased Premises in accordance with the terms and conditions contained in this Lease.
- D. The Minister for Lands indicates approval of this Lease by endorsing consent.

**H<9 `D5FH9G`7 CJ9B5BH`5B8 `5; F99 `5G: C @@CK G.**

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

1.1 Definitions

The following terms are defined:

"Amounts Payable" means the Rent and any other money payable by the Lessee under this Lease.

"Approvals" means all permits, licences, approvals and consents necessary for carrying out the Lessee's Works, including but not limited to planning approval and a building permit.

"Authorised Person" means:

- (a) an agent, employee, licensee, contractor or invitee of the Lessee;
- (b) any person visiting the Leased Premises with the express or implied consent of any person referred to in paragraph (a) of this definition; and
- (c) any person claiming under or through the Lessee

“Authorised Use” means the use specified in item 1 of Schedule 1.

“Building” means

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

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 3.8(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.

“Lessee's Fixtures” means each fixture and fitting installed by the Lessee in or on the Leased Premises with the Lessor's consent which is not, or is not re-classified as, a Lessor's Fixture in accordance with this Lease, as described in item 13 of Schedule 1.

“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

“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.

"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". This includes any superseding policy or substitute for this policy.

"Previous CPI" means the Consumer Price Index number last published before a date 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.

"Public Building" has the meaning given to it in section 173 of the *Health Act 1911* (WA).

"Rate" means the interest rate specified in item 5 of Schedule 1.

"Rates and Taxes" means:

- (a) local government 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 in relation to those works;
    - (C) plans and specifications approved by the Lessor;
    - (D) all Requirements and Laws;
  - (v) using a qualified and competent contractor engaged by the Lessee (who has a public liability policy of not less than \$20,000,000.00 and appropriate contract construction risk, workers compensation and other usual insurances, which insurance must note the rights and interest of the Lessor

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

- 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 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 29<sup>th</sup>, 30<sup>th</sup> or 31<sup>st</sup> day of a month which does not contain such a date, then references thereto shall be construed as references to the last day of that month;
- (g) a reference to any Party includes that Party in its own right and in its capacity as trustee of any trust (whether specified or not), and also includes that Party's executors, administrators, successors, substitutes and permitted assigns in accordance with this 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.

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### 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:
- (i) the Lessee obtaining all necessary Approvals to undertake the Lessee's Works from all Relevant Authorities, including the prior consent of the Lessor ("Development Condition"); and
  - (ii) the Minister approving this Lease under the LAA
- (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;

#### Development Condition

- (ii) the Lessee will bear all the costs associated with satisfying or attempting to satisfy the Development Condition, including but not limited to any application fees; and
- (iii) if any Approval:
  - (A) is refused; or
  - (B) granted subject to a condition with which the Lessee in its reasonable opinion is unable to comply with, and the Lessee within twenty-eight (28) days after being notified of the condition elects, by notice in writing to the Lessor, to withdraw from the Lease,

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

### 2.5 Discretion of the 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.

### 2.6 Lessee Buildings and Fixtures

The parties agree and acknowledge the Lessee has constructed Buildings and Fixtures on the Premises as defined under clause 1.1 and are the asset of the Lessee as described in item 13 of Schedule 1.

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

### 3.1 Improvements to Leased Premises

- (a) The Lessor may at any time carry out improvements to the Leased Premises, including, without limitation:
  - (i) construct amenities for use by the public, including public toilets, on the Leased Premises;
  - (ii) construct other new structures on the Leased Premises;
  - (iii) alter, add to, extend, reduce the size of, or otherwise modify, structures on the Leased Premises; and
  - (iv) any other Lessor's Works,
- (b) In exercising the rights in subclause 3.1(a), the Lessor shall:
  - (i) Consult with the Lessee prior to any improvements alterations or construction being carried out; and
  - (ii) use the Lessor's reasonable endeavours not to cause any undue interference with the Authorised Use.

### 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 Building and Fixtures and the Plant and Equipment or cables, pipes or wires within the Leased Premises or the Lessee's Building and 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

Not Applicable

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.

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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, and the first payment is due on the Commencement Date.

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5.1 Review on Rent Review Date

- (a) On each scheduled 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:

$$FF'1'fF'I'77D-LXj]JYX'VmD7D=$$

Where:

"FF" = the annual Rent as reviewed;

"F" = the annual Rent payable immediately before the relevant Rent Review Date;

"77 D" = the Current CPI; and

"D7 D" = 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) 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.

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6.1 The Lessee must pay to the Lessor within twenty-eight (28) days, 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.

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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.

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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, the Lessee's Building and Fixtures 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) If the carrying on of the Authorised Use at the Leased Premises is permissible only with the consent, licence or authority under any Law, the Lessee shall obtain and maintain the currency of that consent, licence or authority and comply with that Law.
- (c) The Lessee shall not conduct any business in or from the Leased Premises which is prohibited by any Law.
- (d) The Lessee shall not contravene the provisions of the *Associations Incorporation Act 1987* (WA).
- (e) The Lessee agrees to comply with the Department of Health's *Guidelines for Concerts, Events & Organised Gatherings* (December 2009) including any successor or substitute documents.

## 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, the Lessee's Building and Fixtures and Lessor's Chattels;
- (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, the Lessee's Building and Fixtures or Lessor's Chattel;
- (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.

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9.1 The Lessee shall securely lock all doors, gates or other openings in, to or on the Leased Premises when the Leased Premises are unoccupied.

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.

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## 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 Building and Fixtures and the Facilities in good condition and where necessary, replace that Lessor's Chattel, Lessor's Fixture, Lessee's Building and Fixtures 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 Lessee's Building and Fixtures and 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 Lessee's Building and Fixtures and the Facilities in clean and good condition;
- (g) 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);
- (h) keep all drains and other pipes in or connected to the Leased Premises or any fixtures (including any Building) properly cleaned and free-flowing;
- (i) 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;
- (j) maintain all paved areas and keep them clean and tidy; and
- (k) 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 Building and Fixtures, or remove or alter any of the Lessee's Building and Fixtures, the Lessor's Fixtures, the Lessor's Chattels, the Plant and Equipment or any Facility or Service in or on the Leased Premises 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 Lessee's Building and Fixtures.

### 10.4 Remove Non-approved Works

- (a) 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.
- (b) If any unapproved buildings exist on the lease site at the signing of the lease, the lessee must ensure that within 12 months of execution of the lease, that all structures are approved and documented. This may be achieved through:
  - (i) Finalisation of the required documentation; or
  - (ii) Removal of all unauthorised/undocumented structures.

### 10.5 Structural Maintenance

- (a) The Lessee is responsible for all structural repairs and maintenance of the Lessee's Building and Fixtures in accordance with this Lease; and
- (b) The Lessor is responsible for all structural repairs and maintenance of the Lessor's Fixtures.

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### 11.1 Costs and Expenses

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

- (a) the negotiation, preparation, execution, stamping and registration of this Lease;
- (b) any consent, approval or exercise of any right, waiver, variation, release, surrender or discharge in connection with this Lease, including but not limited to all costs and expenses of and incidental to the preparation and service of a notice under section 81 of the *Property Law Act 1969* (WA);

- (c) any inspection or report concerning the Leased Premises and the Lessee's Building and 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; and
- 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 Building and Fixtures, 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;
- (ii) all legal costs and expenses on a full indemnity basis; and
- (iii) 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 Building and 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 of which the Lessee is or ought to be aware;
- (c) any notice or order received from any court relating to the Leased Premises, the Lessor's Fixtures and the Lessee's Building and Fixtures; and
- (d) any circumstances likely to be a danger or cause any damage or danger to the Leased Premises, the Lessor's Fixtures and the Lessee's Building and Fixtures or any person in or on the Leased Premises, the Lessor's Fixtures and the Lessee's Building and Fixtures of which the Lessee is aware.

#### 11.4 Comply with Laws

The Lessee shall comply promptly with all other Laws affecting the Leased Premises, the Lessee's Building and Fixtures or the use of the Leased Premises and the Lessee's Building and Fixtures including any structural work in respect of the Lessee's Works, including the *Health Act 1922 (WA)*,

the *Health (Public Buildings) Regulations 1992*, the *Environmental Protection Act 1986 (WA)* and the *Environmental Protection (Noise) Regulations 1997*.

#### 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.

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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) 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;
- (d) place any rubbish on or in any part of the Leased Premises except in a suitable receptacle;
- (e) burn any rubbish in or on the Leased Premises, unless permitted by law and a necessary and ordinary incident of the Authorised Use; and
- (f) 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.

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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 Building and 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 Building and Fixtures becoming void or voidable or which might increase the premium on any policy.

**14. General indemnity**

#### 14.1 General indemnity

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

- (a) which are caused or contributed to by the use or occupancy of the Leased Premises and the Lessee's Building and Fixtures by the Lessee, an Authorised Person or any other person, except to the extent caused or contributed to by the Lessor or the Minister for Lands;
- (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 or the Minister for Lands 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 for Lands 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. No 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:
  - (iii) 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;
  - (iv) there is no Rent or other money payable under this Lease due but unpaid; and
  - (v) 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 Building and 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 and the Minister for Lands 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.
- (c) The Minister for Lands may consent to, or refuse to give consent to, a charge or mortgage with 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.

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### 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 other than those proceeds that relate to the Lessee's Building and Fixtures and contents.

#### 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.

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#### 17.1 No warranties or representations

The Lessee acknowledges and agrees that:

- (a) all the Lessee's Building and 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 Building and 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.

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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.

19.1 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 any delay of the Lessor in issuing proceedings or 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.

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#### 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

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### 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 Buildings and Fixtures

- (a) At the Termination of the Lease the Lessor is not required to compensate for, or purchase all or any, of the Lessee's Building and Fixtures.
- (b) The Lessor may by notice to the Lessee at any time up to the day that is ten (10) Business Days after the Termination of this Lease provide an offer to purchase the Lessee's Building and Fixtures.

- (c) If the Lessor does not purchase the Lessee's Building and Fixtures the Lessee shall unless the Lessor agrees to the contrary:
  - (i) prior to Termination or on the termination of any period of holding over, remove from the Leased Premises all of the Lessee's Building and Fixtures and other property and any Lessor's Fixtures which the Lessor requires to be removed, and make good any damage caused to the Leased Premises by the removal of the Lessee's property;
  - (ii) comply with the Works Conditions in respect of the removal of those items specified in clause 21.2(a); and
  - (iii) 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 twenty eight (28) 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 Building and 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.

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Not applicable.

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If after the expiry of the Term the Lessee remains in possession of the Leased Premises with the consent of the Lessor, the Lessee shall be deemed to be a monthly tenant on such of the terms of this Lease as are capable of applying to a monthly tenancy. The Lessee's right to remain in possession of the Leased Premises shall be subject to the continued performance of the Lessee's Obligations.

- (a) Subject to clause 23(d), the Rent payable during any period of holding over shall be one hundred and ten percent (110%) of the annual Rent payable immediately prior to the expiry of the Term.
- (b) The Lessor may increase the Rent payable during any period of holding over upon giving the Lessee one (1) months' notice in writing.
- (c) The monthly tenancy may be terminated by either party giving the other party one (1) months' notice of termination which notice may be given at any time.

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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.

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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.

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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.

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**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) Develop and implement a vegetation management plan for removal of weeds and planting of regionally native plant species, this is to include the removal of weed and pest species including Neem, Leucaena and Calotropis.
- (c) Develop and implement a nutrient and irrigation management plan;
- (d) 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;
- (g) "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;
- (h) "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.

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#### 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.

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29.1 The lessor will reserve the right to terminate the lease if it is decided by the Council that an alternate use of the land may deliver exceptional significant community benefit without the loss of services to the community.

The Council will make every effort to meet the current needs of the lessee through conducting consultation and negotiation to minimise and disadvantage to the lessee.

29.2 Nothing in this clause 29 shall derogate from the Lessee's liability, up until the date of termination specified in the Termination Notice, for payment of the Rent and all other payments due under this Lease as well as the performance or observance of the terms of the Lease on the Lessee's part to be performed up to that date.

- 29.3 The Lessee's Obligations will survive the termination of the Term until they have been fulfilled.
- 29.4 Without derogating from the Lessee's Rights in the case of misrepresentation or fraud by the Lessor or any of the Lessor's officers, employees, agents or contractors, the Lessor will not be liable in any way for loss or injury (including economic loss or loss of profit) sustained by the Tenant or arising from anything referred to in this clause 29. In particular the exercise by the Landlord of the rights conferred on it by this clause 29 will not constitute a breach of the Lessor's covenant for quiet enjoyment.
- 29.5 The Lessee shall deliver up the Premises to the Lessor at the expiration of the Termination Notice in accordance with the provisions of this Lease.

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30.1 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.

30.2 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.

30.3 Schedules

The Schedules shall form part of this Lease.

30.4 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.

30.5 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.

30.6 Time for payment

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

30.7 Time of the essence

Time shall be of the essence in all respects.

30.8 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.

### 30.9 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.

### 30.10 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.

### 30.11 Variation

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

### 30.12 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;
  - (iii) 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;
  - (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.

### 30.13 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.

### 30.14 Further assurances

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

### 30.15 Effect of execution

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

### 30.16 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.

### 30.17 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;

### 30.18 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.

### 30.19 Headings

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

### 30.20 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.

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### 31.1 Interpretation

For the purposes of this clause:

- (a) "the Lessor's Personal Property" means all personal property the subject of a security interest granted to or held by the Lessor under the Lease; and
- (b) words and phrases used which have a defined meaning in the PPS

Law have the same meaning as in the PPS Law unless the context otherwise indicates.

### 31.2 Further assurance

If the Lessor determines that the Lease (or a transaction in connection with it) is or contains a security interest for the purposes of the PPS Law, the Lessee agrees to do anything (including without limitation obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) which the Lessor asks and considers necessary for the purposes of:

- (a) ensuring that the security interest is enforceable, perfected and otherwise effective; and/or
- (b) enabling the Lessor to apply for any registration, complete any financing statement or give any notification in connection with the security interest so that the Lessor has the priority required by it; and/or
- (c) enabling the Lessor to exercise rights in connection with the security interest.

### 31.3 No requirement for PPSA notices

The Lessor need not give any notice under the PPSA (including notice of a verification statement) unless the notice is required by the PPSA to be given and cannot be excluded.

### 31.4 Priority of the Lessor's interest

Nothing in the Lease shall be taken or construed as an agreement or consent by the Lessor to:

- (a) subordinate the Lessor's interest in the Lessor's Personal Property (or any part thereof) to any other encumbrance or interest affecting the Lessor's Personal Property at any time; or
- (b) delay the time when a security interest created or provided for under the Lease attaches to the relevant collateral.

### 31.5 Enforcement

To the extent that Chapter 4 of the PPS Act would otherwise apply to an enforcement by the Lessor of any security interest in the Lessor's Personal Property, the Lessee and the Lessor agree that the following provisions of the PPSA do not apply, to the extent the PPSA allows them to be excluded:

- (a) (enforcement methods) sections 118 (Enforcing security interests in accordance with land law decisions), 125 (Obligation to dispose of or retain collateral), 129(2) and (3) (Disposal by purchase), 134(2)

(Proposal of secured party to retain collateral), 136(3) and 136(4) (Retaining collateral free of interests), 137 (Persons entitled to notice may object to proposal) and 138B(4) (Seizure and disposal or retention of crops);

- (b) (notices) sections 95 (Secured party must give notice of removal of accession), 121(4) (Enforcement of security interests in liquid assets – notice to higher priority parties and grantor), 127 (Seizure by higher priority parties – notice), 130 (Notice and disposal of collateral), 132 (Secured party to give statement of account), and 135 (Notice of retention of collateral) and 136(5) (Retaining collateral free of interests); and
- (c) (rights to remedy) sections 142 (Entitled persons may redeem collateral) and 143 (Entitled persons may reinstate security agreement).

### 31.6 Negative undertakings

The Lessee must not:

- (a) create any security interest or lien over any of the Lessor's Personal Property whatsoever (other than security interests granted in favour of the Lessor under the Lease);
- (b) sell, lease or dispose of its interest in or control (as such term is defined in the PPSA) or use of any of the Lessor's Personal Property;
- (c) give possession of the Lessor's Personal Property to another person other than the Lessor or where the Lessor expressly authorises it to do so;
- (d) permit any of the Lessor's Personal Property to become an accession to or commingled with any asset;
- (e) change its name without first notifying the Lessor of the new name not less than 21 days before the change takes effect;
- (f) relocate its principal place of business outside Australia or change its place of registration or incorporation;
- (g) move any of the Lessor's Personal Property outside Australia; or
- (h) allow any other person to acquire control of any personal property forming part of the Lessor's Personal Property at any time.

### 31.7 The Lessor's interest remains unaffected

The Lessor's interest in the Lessor's Personal Property is not affected by anything which, but for this provision, might have that effect including any failure to perfect or to continuously perfect the security interest in relation to any personal property forming part of the Lessor's Personal Property at any time.

### 31.8 Notices to the Lessor

Without limiting clause 31, the Lessee must notify the Lessor as soon as the Lessee becomes aware of any of the following:

- (a) if any personal property which does not form part of the Lessor's Personal Property becomes an accession to the Lessor's Personal Property and is subject to a security interest in favour of a third party that has attached at the time it becomes an accession;
- (b) if any of the Lessor's Personal Property is transported, located or situated outside Australia; and
- (c) upon request by the Lessor, of the present location or situation of any of the Lessor's Personal Property.

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**hYa`% 5i h cfIqYX'I qY**  
Recreation (Golf Course)

**hYa`& 7ca a YbWYa Ybhi8UH**  
1 November 2016

**hYa`'' 9bX'8UH**  
30 October 2037

**hYa`(' @UbX'UbX'@UgYX'DfYa JgYg**  
**fUL' @UbX'**  
Lot 312 on Plan 210825 on Reserve 29167 and  
Lot 707 on Plan 217489 on Reserve 29167

**fVL' @UgYX'DfYa JgYg'**

The Land, together with all Buildings and improvements on the Land, as depicted and hatched on the plan in "Annexure A" to this Lease

**hYa`)' bhfYghFUH**

As adopted though the Shire of Wyndham East Kimberley Adopted budget to a maximum of Eleven per cent (11%) per annum

**hYa`\*' FYbh**

The Rent is five hundred dollars (\$500.00) per annum plus GST, payable in advance on and thereafter on each anniversary of the Commencement Date

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The Rent shall be reviewed every three (3) Lease Years.

1 November 2019            1 November 2022            1 November 2025  
1 November 2028            1 November 2031            1 November 2034

**hYa`.'` HYfa**

The term shall be twenty-one (21) years commencing on the Commencement Date and ending on the End Date.

**hYa`-'` : i fH Yf'HYfa g**

Not applicable

**hYa``\$` @YggYY@`bgi fUbW'CV'II Ufcbg'**

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 Building and 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 and the Commission reasonably requires by notice to the Lessee, on the terms specified in clause 13 of the Lease.

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Not Applicable

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Not Applicable

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Clubhouse

Ablutions

Machinery Shed

Reticulation infrastructure

GdYWU`7`U gYg

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- (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.

&<sup>r</sup> 5ddfcj Ug

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.

'<sup>r</sup> @ggYYDj K cf\_g

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 Facilities for Lessee's Contractors

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

### 3.4 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.

### 3.5 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.

### 3.6 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, Building, 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.

### 3.7 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 Building and Fixtures unless re-classified as a Lessor's Fixture in accordance with this Lease.

### 3.8 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 3.8.
- (c) Should the Lessee not comply with its obligation under clause 3.8(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 Building and 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.

### 3.9 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).

### 3.10 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.

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- 4.1 The Lessee may hire out the Leased Premises or any part thereof on a casual basis only, provided:
- (a) such use is consistent at all times with the Authorised Use and relevant legislation;

- (b) the Lessee ensures any hirer complies strictly with the relevant terms of this Lease;
- (c) the Lessee registers the Leased Premises as a "Public Building" with the Relevant Authority within five (5) Business Days of executing this Lease;
- (d) the Lessee observes, performs and complies with the Lessor's Public Event Guidelines as amended from time to time; and
- (e) compiles regular risk management plans in accordance with the Lessor's Public Event Guidelines.

4.2 For the purposes of this Lease, "casual hire" means any hire of the Leased Premises by the Lessee to a third party for a period of and not more than 48 hours in any calendar month and does not include any formal transfer, assignment or sublease of the Leased Premises.

4.3 The Lessee acknowledges and agrees that at all times, including when the Leased Premises are hired to a third party, it remains responsible for the Leased Premises, including without limitation any damages that may be caused or occurs during any hire period.

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1. **8 Y Z b l i c b g**

(a) In this Schedule:

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**5 i h c f j g Y X ' D Y f g c b** has the same meaning in this Schedule as it has in the balance of the Lease;

**@ W b W** means the Licence created under this Schedule.

2. **C d Y f U h i Y D U h**

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

- i) a non-exclusive right to use Lot 3002
- ii) a non-exclusive right to use Lot 692

as depicted in Annexure B

(b) The Lessee must at all reasonable times allow general public access to Lots 3002 and 692 and accordingly may not permit any development or install any fence, gate or barricade preventing such access.

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

(e) This Licence does not confer upon the Lessee any estate or proprietary interest in any part of Lots 3002 and 692

(f) The legal possession and control of Lots 3002 and 692 remains vested in the Lessor.

(g) This license does not confer upon the lessee any responsibility for the development, upkeep or maintenance of Lots 3002 and 692.

3. **b W f d c f U i c b ' c Z @ U g Y 7 ' U i g Y g**

The following clauses and/or schedules contained in the Lease shall be incorporated into this Licence as if they were set out herein in full except that any reference to Premises shall mean and be a reference to Lots 3002 and 692.

- (a) Clause 11 Lessee to maintain Premises and Improvements
- (b) Clause 12 Maintenance of Lessor's fixtures
- (c) Clause 13 Use of the Premises
- (d) Clause 14 Miscellaneous Restrictions on Use
- (e) Clause 15 Inflammable Substances
- (f) Clause 16 Advertisements or Notices
- (g) Clause 17 Easements
- (h) Clause 20 Plant and Equipment Fixtures
- (i) Clause 21 Insurance
- (j) Clause 22 Lessee's Indemnities
- (k) Clause 24 Report to Lessee
- (l) Clause 26 Not to impede Exercise of Lessor's Rights
- (m) Clause 27 Compliance with Statutes
- (n) Clause 32 The Improvements on Termination
- (o) Clause 34 Removal of Lessee's Fixtures
- (p) Clause 39 Consents
- (q) Clause 40 Act by Agents
- (r) Clause 41 Lessee Liable for Authorised Persons
- (s) Clause 42 Notice
- (t) Clause 54 Goods and Services Tax
- (u) Schedule 2 Special conditions

4. **HYfa 1bUhc b**

- (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 the Lessee:
  - (i) ceases to be the Lessee under the Lease;
  - (ii) vacates the Premises it occupies under the Lease; or
  - (iii) fails to observe the Lessee's Covenants or fails to comply in any other way with this Licence.

5. **Bc'5 qgll ba Ybh**

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

**G; B-B; 'D5; 9'**

Executed by the parties as a deed

The COMMON SEAL of the **G<F9`C: ``** ]  
**K MB8 <5 A '95 GH? -A6 9F @M** was ]  
affixed by the authority of a resolution ]  
of the Council in the presence of: ]

\_\_\_\_\_  
Shire President Print Full Name

\_\_\_\_\_  
Chief Executive Officer Print Full Name

The COMMON SEAL of the **@?9'** ]  
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affixed by virtue of a resolution ]  
of the Committee in the presence of: ]

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Signature of President President (Print Full Name)

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Signature of Secretary Secretary (Print Full Name)

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Lot 312 on Plan 210825 – Reserve 29167



Lot 734 on Plan 217489 – Reserve 29167



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Lot 3002 on Plan 046759, Part Reserve 41812



Lot 692 on Plan 188509 – Reserve 29167



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5 I H<CF.	Wayne Richards, Manager Community Services
F9 GDCBG-6 @ 'C: : =7 9 F.	Louise Gee, Director Community Development
5 GG9 GGA 9 BH'BC.	A6691
: =@ 'BC.	CP.07.29
8 =G7 @CGI F9 'C: 'BH9 F9 GHG.	Nil

JCHB; 'F9EI =F9A9BH

Simple Majority

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## DI FDCG9

For Council to endorse an Agreement for Lease, and the subsequent 21 year Lease, for Lot 507 Chestnut Avenue Kununurra to Kununurra Neighbourhood House Inc.

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Leader - plan and provide direction through policy and practices

## 6 5 7 ?; F CI B8 #DF9 J-CI G 7 CBG=8 9 F5 HCBG 6 M7 CI B7 =@7 CAA =H9 9

Lot 507 Chestnut Avenue was identified as a location for the development of a new Kununurra Neighbourhood House facility many years ago.

At the 19 October 2010 Ordinary Council Meeting an item was presented to seek direction on ongoing involvement in the development of a new facility. Minutes from that item are below.

### **COUNCIL DECISION**

**Minute No: 9319**

**Moved: Cr J Parker**

**Seconded: Cr K Wright**

***That Council provide the following contributions to the development of the new building for Kununurra Neighbourhood House and associated Services:***

- 1. Retain reserve management order of Lot 507, and include the proposed community infrastructure, for the purposes of community use on behalf of the community;***
- 2. Seek funding for the construction of the new building for use by Kununurra Neighbourhood House and associated services;***
- 3. Provide project management of the building construction phase to hand over for occupancy and operation;***
- 4. At an appropriate future time, develop and negotiate mutually agreeable terms and conditions to establish lease arrangements between the Shire and Kununurra Neighbourhood House for use of the land and building for community purposes; and***
- 5. As the project evolves, assess any further types of involvement as the need arises.***

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

Since this resolution, the Shire has continued to support Kununurra Neighbourhood House in the progression of this project through:

- 2010/11 Payment of \$1,100 for valuation of lot 507.
- 2012/13 Annual Grant of \$30,000 for a contribution to detailed design drawings.

- 2013/14 Allocation of \$8,530 of unspent Annual Grant budget, to cover the development application fee.

Through this planning the development project reached a shovel ready stage. On 5 March 2014 Kununurra Neighbourhood House were issued with a Development Approval for the construction of this new facility with an expiry date of March 2016. On 26 November 2015 a request was received from Neighbourhood House Inc. to extend this Approval for a further two years.

At this time the Shire received interest from the Ewin Early Learning Centre Inc for use of the site. Much consideration was given to the future use of the site with both interested parties consulted, however on 29 March 2016 Council resolved:

### **COUNCIL DECISION**

**Minute No: 11306**

**Moved: Cr D Spackman**

**Seconded: Cr K Wright**

**That Council:**

**1. Extend the Kununurra Neighbourhood House Development Approval (DA) 6/14 at Lot 507, Chestnut Drive Kununurra for a further two years.**

**2. Request the Chief Executive Officer to enter into lease negotiations with Kununurra Neighbourhood House; the lease to include agreed development milestones and timeframes.**

**Carried 7/0**

### **GH5 HI HCFM=AD@7 5 HCBG**

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

Under section 3.58 of the Local Government Act 1995 (LGA), the leasing of land is included as a form of disposal of property and is required to be undertaken in accordance with this section of the LGA.

However, there are exemptions from the requirements outlined in *regulation 30 of the Local Government (Functions & General) Regulations 1996*, which states that a disposition of land is an exempt disposition if –

- (i) the land is disposed of to a body, whether incorporated or not -
- (i) the objects of which are of a charitable, benevolent, religious, cultural, educational, recreational, sporting or other like nature; and
- (iii) the members of which are not entitled or permitted to receive any pecuniary profit from the body's transactions."

As such, a lease to Kununurra Neighbourhood House Inc. is considered an exempt disposition and the Shire can directly enter into a lease negotiation.

Land Administration Act 1997

Reserve 50121 is reserved under the Land Administration Act 1997 (LAA) for the purpose of 'Community Purposes'.

**DC @7 M=AD@7 5 HCBG**

The Lease has been drafted in accordance with Council Policy CP/PMG 3780 Leasing of Council Managed Reserve Land - Community.

Kununurra Neighbourhood House have requested a 21 year lease. This is allowable under the Policy at the discretion of Council "if the lessee can demonstrate the need for this extended term, as well as financial sustainability to meet this need, through the lodgement of a business plan." The KHN Business Case is provided as a confidential attachment (Confidential Attachment 1)

**: B5 B7 5 @-AD@7 5 HCBG**

There are no financial implications associated with the Agreement for Lease.

The lease fee will commence at \$500.00 per annum.

All costs associated with the development of the Agreement for Lease and Lease will be on costed to the Lessee.

**GHF 5 H9; 7 `AD@7 5 HCBG**

*Strategic Community Plan 2012-2022*

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

Objective 2.4: Access to appropriate health, family and community services

Strategy 2.4.3 : Support early childhood and family support services

**F=G? `AD@7 5 HCBG**

Non-compliance with Department of Local Government advisory standards and regulations

**7CAAI B+M9B; 5; 9A9BH**

Engagement has taken place in accordance with the Shire's Community Engagement Guidelines and includes:

Ongoing communication with Kununurra Neighbourhood House Inc.

**7CAA9BHG**

A draft lease was forward to Kununurra Neighbourhood House Inc. on 17 May 2016. Kununurra Neighbourhood House Inc. provided written response on 1 July with several amendments proposed including a request to enter into an Agreement for Lease prior to execution of the lease. Officers considered these requests and compliance with Council's Community Lease Policy, the lease was amended accordingly.

The final Agreement for Lease (Attachment 2) and Lease (Attachment 3) were received by the Shire on 13 September 2016. Council is now requested to provide approval to offer Kununurra Neighbourhood House Inc. an Agreement for Lease and Lease.

**5HH57<A9BHG**

Confidential Attachment 1 - KNH Business Case

Attachment 2 - Agreement for Lease for Lot 507, Chestnut Avenue Kununurra

Attachment 3 - Lease for Lot 507, Chestnut Avenue Kununurra

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

### LEASE OF CROWN LAND (L)

DESCRIPTION OF LAND (NOTE 1)

Lot 507 on Plan 61898
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EXTENT

Whole
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VOLUME

LR3156
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FOLIO

765
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LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS (NOTE 2)

Reserve K894763, Management Order K894764, Variation of Management Order K988408
--

LESSOR/LESSORS (NOTE 3)

Shire of Wyndham East Kimberley (ABN 35 647 145 756) of Post Office Box 614, Kununurra WA 6743
--

LESSEE/LESSEES (NOTE 4)

Kununurra Neighbourhood House Inc (ABN 71 135 651 977) of Post Office Box 1101, Kununurra WA 6743
---

TERM OF LEASE (NOTE 5)

21	Years			
Commencing from the		day of		in the year

THE LESSOR HEREBY LEASES TO THE LESSEE the land above described subject to the encumbrances as shown hereon (Note 6)

For the above term for the clear yearly rental of (Note 7) SEE ATTACHED LEASE payable (Note 8) SEE ATTACHED LEASE

**SUBJECT TO THE COVENANTS AND POWERS IMPLIED UNDER THE *LAND ADMINISTRATION ACT 1997* AND THE *TRANSFER OF LAND ACT 1893* AS AMENDED (UNLESS HEREBY NEGATED OR MODIFIED) AND ALSO TO THE COVENANTS AND CONDITIONS CONTAINED HEREIN.**

---

DRAFT

---

**LEASE**

RESERVE 50121

Lot 507 on Plan 61898  
7 Chestnut Avenue, Kununurra

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

AND

**KUNUNURRA NEIGHBOURHOOD HOUSE INC.**  
("Lessee")

## CONTENTS

<b>1</b>	<b>Definitions and Interpretation</b>	<b>8</b>
1.1	Definitions	8
1.2	Interpretation	12
1.3	Performance of Functions by Minister	14
1.4	Approval by Minister	14
1.5	Land Administration Act	14
<b>2</b>	<b>Operative part</b>	<b>14</b>
2.1	Lease of Leased Premises	14
2.2	Quiet enjoyment	14
2.3	Lessee responsible as if owner	15
2.4	Discretion of the Lessor in its capacity as Relevant Authority	15
<b>3</b>	<b>Reservation of Lessor's rights</b>	<b>15</b>
3.1	Right to enter	15
3.2	Granting easements etc.	15
3.3	Re-classification of fixtures and fittings	16
3.4	Managing Agent	16
<b>4</b>	<b>Rent</b>	<b>16</b>
<b>5</b>	<b>Rent review</b>	<b>16</b>
5.1	Review on Rent Review Date	16
5.2	CPI Rent Review	16
5.3	Payment of Reviewed Rent	17
5.4	Not to cause Rent reduction	17
<b>6</b>	<b>Rates and Taxes</b>	<b>17</b>
<b>7</b>	<b>Lessee to pay for Services</b>	<b>17</b>
<b>8</b>	<b>Use of Leased Premises and Facilities</b>	<b>18</b>
8.1	Authorised Use	18
8.2	Licenses and Limitations	18
8.3	Comply with Laws	18
<b>9</b>	<b>Security of Leased Premises</b>	<b>19</b>
<b>10</b>	<b>Maintenance and Works</b>	<b>19</b>
10.1	Obligation to Maintain	19
10.2	Alteration and Substantial Works	19
10.3	Works requiring Consent	19
10.4	Standard for Maintenance and Works	19
10.5	Remove Non-approved Works	19
10.6	Structural Maintenance	19
<b>11</b>	<b>Positive covenants</b>	<b>19</b>
11.1	Costs and Expenses	19
11.2	Report to Lessor	20
11.3	Comply with Laws	20
11.4	Interest	20

<b>12 Negative covenants</b> .....	<b>20</b>
<b>13 Lessee’s Obligation to effect insurances</b> .....	<b>21</b>
13.1 Subject to clause 13.3, the Lessee shall effect and maintain with an insurance company approved by the Lessor all policies of insurance relating to the Leased Premises, and the Lessee’s Building and 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:.....	21
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 by the Lessee under this Lease or in respect of the Leased Premises and the Lessee’s Building and Fixtures becoming void or voidable. ....	21
13.3 If the Lessee is unable to effect and maintain insurance policies which the Lessee is required to maintain under clause 13.1 due to the fact that the Lessee does not own the Land or that the Land is not vested in the Lessee, then the following provisions apply:.....	21
<b>14 Indemnities</b> .....	<b>22</b>
14.1 General indemnity .....	22
14.2 Nature of indemnity .....	22
<b>15 Assignment</b> .....	<b>22</b>
15.1 No assignment .....	22
15.2 Property Law Act excluded.....	22
15.3 Lessor may consent to assignment .....	22
15.4 Lessor may consent to sublease .....	23
15.5 Lessor may consent to charge .....	24
15.6 Compliance with Acts.....	24
15.7 Requirements before approval.....	24
<b>16 Damage, Destruction or Resumption</b> .....	<b>24</b>
16.1 Definitions.....	24
16.2 Abatement .....	25
16.3 Either Party May Terminate .....	25
16.4 Lessor May Terminate.....	26
16.5 Exceptions .....	26
16.6 Lessee May Terminate and Make Good .....	26
16.7 Antecedent Breaches .....	26
16.8 Dispute Resolution .....	26
16.9 Lessor and Lessee Not Obligated to Reinstate .....	27
16.10 Not used.....	27
16.11 Resumption of Leased Premises .....	27
<b>17 Limit of Lessor's liability</b> .....	<b>27</b>
17.1 No warranties or representations .....	27
17.2 Lessor Not Liable.....	27
17.3 Lessor only liable while Primary Interest Holder .....	27
17.4 Lessee acts at own risk .....	28
<b>18 Default</b> .....	<b>28</b>
18.1 Event of Default .....	28
18.2 Termination for default .....	28
18.3 Termination procedure.....	29

<b>19</b>	<b>Essential terms</b>	<b>30</b>
19.1	Breach of Essential Terms	30
19.2	Damage for Breach of Essential Terms	30
19.3	Lessor's Entitlement to Damages	30
19.4	Lessor to Mitigate Damages	30
19.5	Calculation of Damages	30
<b>20</b>	<b>Termination</b>	<b>30</b>
20.1	Yield up Leased Premises	30
20.2	Remove Lessee's Buildings and Fixtures	31
20.3	Making Good of Leased Premises on Termination	31
20.4	Lessor Can Make Good	31
20.5	Dealing with Lessee's property not removed at Termination	31
20.6	Lessee to continue to pay Rent and outgoings	32
<b>21</b>	<b>Option of renewal</b>	<b>32</b>
<b>22</b>	<b>Holding Over</b>	<b>32</b>
<b>23</b>	<b>CEO and Lessor as Attorney</b>	<b>32</b>
<b>24</b>	<b>Trustee Provisions</b>	<b>33</b>
<b>25</b>	<b>Special clauses</b>	<b>33</b>
<b>26</b>	<b>Environmental Matters</b>	<b>33</b>
26.1	Lessee's Environmental Covenants	33
26.2	Remediate Contamination	34
26.3	Environmental Indemnity	35
26.4	Event of Default and Essential Term	35
26.5	Definitions	35
<b>27</b>	<b>Caveats and registration of Lease</b>	<b>37</b>
27.1	Registration	37
27.2	Lessee must withdraw Caveat and any Registered Encumbrances	37
<b>28</b>	<b>Not used</b>	<b>38</b>
<b>29</b>	<b>Miscellaneous</b>	<b>38</b>
29.1	Lessee not to permit prohibited matters	38
29.2	Cost of Complying with Obligations	38
29.3	Schedules	38
29.4	Lessor's consent	38
29.5	Proper Law and Jurisdiction	38
29.6	Time for payment	38
29.7	Time of the essence	38
29.8	Certificates	38
29.9	Exercise of rights by Lessor	39
29.10	Lessor may act by agent	39
29.11	Variation	39
29.12	Giving of notice	39
29.13	No moratorium	40
29.14	Further assurances	40
29.15	Effect of execution	40
29.16	Severance	40

29.17 Goods and services tax .....	40
29.18 Entire Agreement .....	41
29.19 Headings .....	41
29.20 Termination .....	41
<b>30 PPSA (Personal Properties Security Act) .....</b>	<b>41</b>
30.1 Interpretation.....	41
30.2 Further assurance.....	41
30.3 No requirement for PPSA notices .....	41
30.4 Priority of the Lessor's interest .....	42
30.5 Enforcement .....	42
30.6 Negative undertakings .....	42
30.7 The Lessor's interest remains unaffected .....	43
30.8 Notices to the Lessor .....	43
<b>Schedule 1 .....</b>	<b>44</b>
<b>Schedule 2 .....</b>	<b>46</b>
Special Clauses.....	46
<b>ATTACHMENT A - PLAN.....</b>	<b>51</b>

DRAFT

THIS DEED is made

day of

2016

**BETWEEN:**

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

AND

**KUNUNURRA NEIGHBOURHOOD HOUSE INC. ABN 71 135 651 977** of PO Box 1101,  
Kununurra, Western Australia  
(Lessee)

**WHEREAS:**

- A. The Land is reserved to the Crown and has been placed under the care, management and control of the Lessor by the Minister with power to lease for a term not exceeding 21 years, subject to the consent of the Minister.
- B. The Land is part of Reserve 50121 and the Leased Premises comprise the whole of the Land, as depicted and hatched on the plan in "Attachment A" to this Lease.
- C. The Lessor has agreed, with the Minister's prior consent, to grant the Lessee a lease of the Leased Premises in accordance with the terms and conditions contained in this Lease.
- D. The Minister has indicated its approval of this Lease by endorsing its consent on this Lease.

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

**1 Definitions and Interpretation**

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

**1.1 Definitions**

The following terms are defined:

**"Amounts Payable"** means the Rent and any other money payable by the Lessee under this Lease.

**"Approvals"** means all permits, licences, approvals and consents necessary for carrying out the Lessee's Works, including but not limited to planning approval and a building permit.

**"Authorised Person"** means:

- (a) an agent, employee, licensee, contractor or invitee of the Lessee;
- (b) any person visiting the Leased Premises with the express or implied consent of any person referred to in paragraph (a) of this definition; and
- (c) any person claiming under or through the Lessee.

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

**"Building"** means

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

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.

“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 (acting reasonably) 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 3.8(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.

“Lessee’s Fixtures” means each fixture and fitting installed by the Lessee in or on the Leased Premises by the Lessee, including any fixtures installed

by the Lessee with the Lessor's consent where the Lessor's consent to the installation of any fixture by the Lessee is required under this Lease

"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, 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.

"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.

"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.

"Previous CPI" means the Consumer Price Index number last published before a date 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.

"Public Building" has the meaning given to it in section 173 of the *Health Act 1911* (WA).

"Rate" means the interest rate specified in item 5 of Schedule 1.

"Rates and Taxes" means:

- (a) local government 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:
- (i) any related interest, penalties, fines and expenses in connection with them which arise due to any conduct of the Lessor (such as providing the Lessee with late notice of any relevant amount payable where the notice is issued by the Relevant Authority to the Lessor); and
  - (ii) 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 of the Leased Premises, Lessee’s Works or other works carried out by the Lessee on the Leased Premises, the Lessee must:

- (a) do so:
  - (i) at the Lessee’s cost;
  - (ii) in a safe and proper workmanlike manner;
  - (iii) using only good quality materials;
  - (iv) in full compliance with:
    - (A) and only after obtaining the approvals of all Relevant Authorities, if required;
    - (B) and subject to the conditions of the Lessor’s consent in relation to those works, where applicable under clause 10.3;
    - (C) plans and specifications approved by the Lessor, where applicable under clause 10.3;and
    - (D) all Requirements and Laws;

- (v) using a qualified and competent contractor engaged by the Lessee. In the case of the Lessee's Works, the Lessee must ensure that the relevant contractor has a public liability policy of not less than \$20,000,000.00 and appropriate contract construction risk, workers compensation and other usual insurances, which insurance must note the rights and interest of the Lessor and, if requested by the Lessor, evidence of which must be provided to the Lessor;
- (b) if required by the Lessor acting reasonably, 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; and
- (c) 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.;

"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 29<sup>th</sup>, 30<sup>th</sup> or 31<sup>st</sup> day of a month which does not contain such a date, then references thereto shall be construed as references to the last day of that month;
- (g) a reference to any Party includes that Party in its own right and in its capacity as trustee of any trust (whether specified or not), and also includes that Party's executors, administrators, successors, substitutes and permitted assigns in accordance with this 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:
  - (i) such approval or consent will not be effective unless it is given in writing and may be given or withheld by the Lessor (acting reasonably) and may be given subject to such conditions as the Lessor may reasonably determine unless otherwise provided in this Lease; and
  - (ii) the Lessor must use reasonable endeavours to obtain the relevant approval or consent from the Minister (but the Lessee acknowledges that nothing in this Lease fetters the discretion of the Minister in granting or withholding any consent).
- (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 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 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; and
  - (ii) view the Leased Premises with any persons interested in the Leased Premises in the last three (3) months of the Term, 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, in the Lessor's opinion (acting reasonably) been done properly after the Lessor has given reasonable notice to the Lessee to do the relevant thing and the Lessee has not complied with the notice within a reasonable period, including to:
  - (i) comply with any requirement or order of any local government; or
  - (ii) carry out any Maintenance where, in the Lessor's opinion (acting reasonably), the Lessee's failure to do so presents an imminent risk to safety or health of any person; and
- (c) the Lessor's right of entry under this clause 3.1 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.

3.2 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 derogate from the quiet enjoyment of the Lessee's Rights by the Lessee.

3.3 Re-classification of fixtures and fittings

Not Applicable

3.4 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, and the first payment is due on the Commencement Date.

**5 Rent review**

5.1 Review on Rent Review Date

On each scheduled 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, except that if the Lessor gives notice of the reviewed annual Rent more than 12 months after a Rent Review Date, the relevant reviewed annual Rent is only payable by the Lessee on and from the date on which the Lessee receives the notice of the renewed annual Rent from the Lessor.
- (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) days of service of the rent review notice, but subject to clause 5.3(b).

### 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 twenty eight (28) days, 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 or the Lessee elects not to use any Service 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 and the Lessee is not required to accept any such Services or Facilities from the Lessor.

### **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, the Lessee's Building and Fixtures 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) If the carrying on of the Authorised Use at the Leased Premises is permissible only with the consent, licence or authority under any Law, the Lessee shall obtain and maintain the currency of that consent, licence or authority and comply with that Law (and the Lessor must provide the Lessee with any reasonable assistance that the Lessee requires in this regard).
- (c) The Lessee shall not conduct any business in or from the Leased Premises which is prohibited by any Law.
- (d) The Lessee shall not contravene the provisions of the *Associations Incorporation Act 1987* (WA).

#### 8.3 Comply with Laws

The Lessee must, in the conduct of the Authorised Use, comply strictly with all relevant requirements imposed by any Law or Relevant Authority.

## **9 Security of Leased Premises**

The Lessee shall securely lock all doors, gates or other openings in, to or on the Leased Premises when the Leased Premises are unoccupied.

## **10 Maintenance and Works**

### **10.1 Obligation to Maintain**

The Lessee shall:

- (a) keep and maintain the Leased Premises in good and safe repair and condition; and
- (b) keep and maintain the Leased Premises in a clean and tidy state, but subject to clause 16.

### **10.2 Alteration and Substantial Works**

The Lessee may make any alteration to or addition to or demolish any part of the Leased Premises, the Lessee's Building and Fixtures, or remove or alter any of the Lessee's Building and Fixtures, the Plant and Equipment or any Facility or Service in or on the Leased Premises without the Lessor's consent, but subject to clause 10.3.

### **10.3 Works requiring Consent**

If any works or alterations proposed by the Lessee on or to the Leased Premises, the Lessee's Building and Fixtures, the Plant and Equipment or any Facility or Service require a development approval or approval from any Relevant Authority, the Lessee must obtain the Lessor's prior consent to the proposed works or alterations, which consent the Lessor must not unreasonably withhold, delay or condition.

### **10.4 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 Lessee's Building and Fixtures.

### **10.5 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 where approval of the Lessor is required under this Lease 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 reasonable directions.

### **10.6 Structural Maintenance**

- (a) The Lessee is responsible for all structural repairs and maintenance of the Lessee's Building and Fixtures in accordance with this Lease; and
- (b) The Lessor is responsible for all structural repairs and maintenance of the Lessor's Fixtures.

## **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, stamping and registration of this Lease; and
  - (b) any breach of the Lessee's Obligations,
- such costs, charges and expenses include, but are not limited to:
- (i) all reasonable legal costs and expenses; and
  - (ii) all interest which the Lessor is entitled to claim.

#### 11.2 Report to Lessor

The Lessee shall report promptly to the Lessor or the Managing Agent in writing:

- (a) any notice or order received from any court relating to the Leased Premises, the Lessor's Fixtures and the Lessee's Building and Fixtures; and
- (b) any circumstances likely to be a danger or cause any damage or danger to the Leased Premises, the Lessor's Fixtures and the Lessee's Building and Fixtures or any person in or on the Leased Premises, the Lessor's Fixtures and the Lessee's Building and Fixtures of which the Lessee is aware and which the Lessee is not able to promptly rectify.

#### 11.3 Comply with Laws

The Lessee shall comply promptly with all other Laws affecting the Leased Premises, the Lessee's Building and Fixtures or the use of the Leased Premises and the Lessee's Building and Fixtures including any structural work in respect of the Lessee's Works, including the *Health Act 1911 (WA)*, the *Health (Public Buildings) Regulations 1992*, the *Environmental Protection Act 1986 (WA)* and the *Environmental Protection (Noise) Regulations 1997*.

#### 11.4 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) 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 causes a nuisance to the Lessor or the owners or occupiers of any nearby properties unless with the prior consent of any Relevant Authority and the Lessor;
- (d) place any rubbish on or in any part of the Leased Premises except in a suitable receptacle;
- (e) burn any rubbish in or on the Leased Premises, unless permitted by law and a necessary and ordinary incident of the Authorised Use; and

- (f) 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 Subject to clause 13.3, the Lessee shall effect and maintain with an insurance company approved by the Lessor all policies of insurance relating to the Leased Premises, and the Lessee's Building and 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 (consent not to be unreasonably withheld), alter the terms or conditions of any policy; and
  - (c) for public liability insurance only, the policy of insurance includes a provision for cross liability and for each insurance policy, the policy of insurance includes 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 by the Lessee under this Lease or in respect of the Leased Premises and the Lessee's Building and Fixtures becoming void or voidable.
- 13.3 If the Lessee is unable to effect and maintain insurance policies which the Lessee is required to maintain under clause 13.1 due to the fact that the Lessee does not own the Land or that the Land is not vested in the Lessee, then the following provisions apply:
  - (a) the Lessee must notify the Lessor that the Lessee is unable to effect and maintain one or more of the insurance policies which the Lessee is required to maintain under clause 13.1 (**Relevant Insurance Policies**);
  - (b) the Lessee is not required to comply with clause 13.1 in respect of the Relevant Insurance Policies;
  - (c) subject to clause 13.3(e), promptly following receipt of the notice from the Lessee under clause 13.3(a), the Lessor must effect and maintain the Relevant Insurance Policies in accordance with clause 13.1;
  - (d) subject to clause 13.3(e), the Lessee must reimburse the Lessor for the insurance premiums payable by the Lessor in respect of the Relevant Insurance Policies;
  - (e) prior to effecting and maintaining any Relevant Insurance Policies, the Lessor must inform the Lessee of the cost of the Relevant Insurance Policies and obtain the Lessee's approval to the cost (approval not to be unreasonably withheld or delayed); and
  - (f) the Lessor must ensure that any Relevant Insurance Policies of the kind referred to in Items 10(a), 10(b) and 10(d) of Schedule 1 are in the joint names of both the Lessor and the Lessee (unless the insurance is not available in the insurance market in the joint names of the Lessor and the Lessee, in which case the Relevant Insurance

Policies must note the interest of the Lessee as the lessee of the Leased Premises).

**[Comment to KNH: KNH needs to confirm with its insurance broker whether KNH can comply with the requirements of this clause 13, in particular the types of insurance required under Item 10 of Schedule 1 and the highlighted paragraph above]**

## 14 Indemnities

### 14.1 General indemnity

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

- (a) which are caused or contributed to by the use or occupancy of the Leased Premises and the Lessee's Building and Fixtures by the Lessee, an Authorised Person or any other person, except to the extent caused or contributed to by the Lessor or the Minister or any agent, contractor or employee of the Lessor or the Minister (as applicable);
- (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 or the Minister 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

- (a) 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.
- (b) The Lessor will not unreasonably withhold consent if the following criteria are satisfied:
  - (i) the Lessee satisfies the Lessor that:
    - (A) 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;

- (B) there is no Rent or other money payable under this Lease due but unpaid; and
- (C) there is no unremedied breach of the Lessee's Obligations of which the Lessor has previously provided notice to the Lessee;
- (ii) the Lessee procures the execution by the proposed assignee of an assignment of lease prepared by the Lessor's solicitors at the Lessee's reasonable cost which contains terms acceptable to the Lessor (acting reasonably), including:
  - (A) a covenant by the proposed assignee with the Lessor to pay all Rent and other money payable under this Lease; and
  - (B) a covenant by the proposed assignee to observe and perform all of the Lessee's Obligations;
- (iii) 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; and
- (iv) the Minister consents in writing to the proposed assignment of the Lease pursuant to section 18 of the LAA.
- (c) If the Lessee assigns its interest in this Lease in accordance with this clause 15.3, the Lessor releases the Lessee from the Lessee's Obligations on and from the date of the assignment, but without prejudice to any Lessee's Obligations which arose prior to the date of assignment.

#### 15.4 Lessor may consent to sublease

- (a) 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 Building and Fixtures if the Lessor consents to the sublease.
- (b) The Lessor will not unreasonably withhold consent if the following criteria are satisfied:
  - (i) the Lessee satisfies the Lessor that:
    - (A) the proposed sub lessee is a respectable and responsible person;
    - (B) there is no Rent or other money payable under this Lease due but unpaid; and
    - (C) there is no unremedied breach of the Lessee's Obligations of which the Lessor has previously provided notice to the Lessee;
  - (ii) 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 reasonable cost which contains

terms consistent in all respects with this Lease and acceptable to the Lessor (acting reasonably);

- (iii) 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
  - (iv) the Minister consents to the proposed sublease of the Leased Premises in accordance with section 18 of the LAA.
- (c) Notwithstanding any other provision of this Lease, the Lessee may sub-lease parts of the Leased Premises to any other community or not-for-profit organisation for the purpose of that community or not-for-profit organisation providing community services without the consent of the Lessor, provided that the Lessee obtains the prior written approval of the Minister in accordance with section 18 of the LAA and the Lessee promptly notifies the Lessor of the sublease.

#### 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 and the Minister's consent to that charge or mortgage (which consent the Lessor must not unreasonably withhold).
- (b) The Minister may consent to, or refuse to give consent to, a charge or mortgage with 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) "Substantial Damage" means where 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.

- (b) “Reinstatement Notice” means a notice given by the Lessee to the Lessor of the Lessee’s intention to carry out the Reinstatement Works; and
- (c) “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 Substantial Damage occurs, then from the date that the Lessee notifies the Lessor of the damage or destruction (“Damage Notice”):
  - (i) the Rent;
  - (ii) any other money payable by the Lessee under this Lease; and
  - (iii) 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 use of the Leased Premises by the Lessee for the Authorised Use, 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 Leased 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 Lessee:

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

#### 16.4 Lessor May Terminate

If the Lessee gives a Reinstatement Notice to the Lessor and fails to commence the Reinstatement Works within twelve (12) months from the date of the Reinstatement Notice, the Lessor may terminate this Lease by giving not less than thirty (30) days' notice to the Lessee 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 Lessee May Terminate and Make Good

- (a) If the Lessee considers the damage to the Premises renders it impractical or undesirable to carry out the Reinstatement Works, the Lessee may terminate this Lease by giving not less than thirty (30) days' notice to the Lessor and, at the expiration of that notice, this Lease will terminate.
- (b) If the Lessee terminates this Lease under clause 16.6(a), it must comply with make good requirements under clause 20.3.

#### 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 and Lessee Not Obligated to Reinstate

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

16.10 Not used

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 Building and Fixtures and other Lessee's property in or on the Leased Premises shall be at the sole risk of the Lessee during the Term
- (b) 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 Building and 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;
- (c) the Lessor gives no warranty as to the use to which the Leased Premises may be put; and
- (d) 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 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.

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, except to the extent caused by any act or omission of the Lessor or any agent, contractor or employee of the Lessor.

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**

#### 18.1 Event of Default

An Event of Default occurs if:

- (a) the Lessee fails to perform any of the following obligations :
  - (i) the Lessee assigns or subleases this Lease in breach of clause 15;
  - (ii) the Lessee fails to perform its maintenance obligations under clause 10.1, and, in the Lessor's reasonable opinion, that failure has the potential to create a material safety issue;
  - (iii) the Lessee fails to maintain insurances in accordance with clause 13;
  - (iv) the Lessee fails to comply with its environmental obligations under clause 27.1; or
  - (v) on the occurrence of a Development Default (as defined in special clause 3.8 of Schedule 2);
- (b) distress is levied or a judgement, order, security or encumbrance is enforced against any property of the Lessee;
- (c) 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;
- (d) a person is appointed under legislation to investigate or manage any part of the Lessee's affairs;
- (e) the Lessee ceases to carry on the Authorised Use from the Leased Premises; or
- (f) 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.

#### 18.2 Termination for default

- (a) If an Event of Default occurs and the Lessor wishes to terminate this Lease, the Lessor must do so in accordance with the procedures set out in clause 18.3 and the termination will only be valid if the Lessor does so in accordance with clause 18.3.

- (b) The Lessor and the Lessee agree that:
  - (i) all other common law termination rights are excluded under this Lease except to the extent its exclusion is prohibited or rendered ineffective by Law;
  - (ii) all other statutory termination rights are excluded under this Lease except to the extent its exclusion is prohibited or rendered ineffective by Law; and
  - (iii) nothing in this clause limits the Lessor's right to claim damages at common law in respect of the termination of this Lease under this clause 18.
- (c) Nothing in this Lease limits the Lessor's right to claim damages in respect of any breach or repudiation of this Lease by the Lessee where the Lessor does not terminate this Lease.

### 18.3 Termination procedure

- (a) If an Event of Default occurs, the Lessor may give a notice (**Default Notice**) to the Lessee setting out the material details of the Event of Default and requiring the Lessee to either:
  - (i) remedy the Event of Default; or
  - (ii) pay the Lessor reasonable compensation for the loss the Lessor has suffered as a result of the Event of Default.
- (b) If the Lessee fails to:
  - (i) remedy the Event of Default; or
  - (ii) pay reasonable compensation to the Lessor,within 1 month of receiving the Default Notice, the Lessor may give the Lessee a second written notice (**Second Default Notice**) specifying:
  - (iii) the material details of the Event of Default;
  - (iv) that the Event of Default has not been remedied in accordance with the Default Notice; and
  - (v) that the Lessor intends to terminate this Lease if the Event of Default is not remedied or reasonable compensation is not paid to the Lessor for the loss the Lessor has suffered as a result of the Event of Default.
- (c) If the Lessee fails to:
  - (i) remedy the Event of Default; or
  - (ii) pay reasonable compensation to the Lessor,within 3 months of receiving the Second Default Notice, the Lessor may terminate this Lease.
- (d) The Lessor may exercise the Lessor's rights under clause 18.3(c) to terminate this Lease and re-enter the Leased Premises by:
  - (i) taking possession of all or any part of the Leased Premises;
  - (ii) issuing and serving proceedings against the Lessee for possession; or
  - (iii) giving a notice to the Lessee terminating this Lease.

## 19 Essential terms

### 19.1 Breach of Essential Terms

- (a) Clauses 4 (“Rent”), 5 (“Rent review”), 6 (“Rates and Taxes”), 8 (“Use of Leased Premises and Facilities”), 10 (“Maintenance and Works”), 13 (“Lessee’s Obligation to effect insurances”), 15 (“Assignment”) and 26 (“Environmental Matters”) of this Lease are deemed to be essential terms. This is not an exhaustive list of the essential terms of this Lease.
- (b) Any remedy of the Lessor arising from a breach of any essential term is subject to the limitations set out in clause 18.2.

### 19.2 Damage for Breach of Essential Terms

Any loss or damage suffered by the Lessor as a result of the Lessee’s breach of an essential term may be recovered as damages at any time.

### 19.3 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 in accordance with the provisions of this lease; or
- (c) if the parties’ conduct (or that of any of their servants or agents) constitutes or may constitute a surrender by operation of law.

### 19.4 Lessor to Mitigate Damages

- (a) If the Lessor terminates this lease under clause 18.2 , 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.

### 19.5 Calculation of Damages

If the Lessor terminates this lease under clause 18.2 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 19.4.

## 20 Termination

### 20.1 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.

## 20.2 Remove Lessee's Buildings and Fixtures

- (a) At the Termination of the Lease the Lessor is not required to compensate for, or purchase all or any, of the Lessee's Building and Fixtures.
- (b) The Lessor may by notice to the Lessee at any time up to the day that is 3 months prior to the expiry of the Term or within ten (10) Business Days after the earlier termination of this Lease or the termination of any period of holding over, provide an offer to purchase the Lessee's Building and Fixtures.
- (c) If the Lessor does not purchase the Lessee's Building and Fixtures the Lessee shall unless the Lessor agrees to the contrary:
  - (i) prior to the expiry of the Term, or within 3 months after any earlier termination of the Term or the termination of any period of holding over, remove from the Leased Premises all of the Lessee's Building and Fixtures and other property and any Lessor's Fixtures which the Lessor requires to be removed, and make good any damage caused to the Leased Premises by the removal of the Lessee's property;
  - (ii) comply with the Works Conditions in respect of the removal of those items specified in clause 20.2(c)(i); and
  - (iii) 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, promptly after that sooner determination (the Lessor must not unreasonably withhold or delay approval).

## 20.3 Making Good of Leased Premises on Termination

Subject to clause 20.2, the Lessee shall, unless the Lessor agrees to the contrary, prior to expiry of the Term or within 3 months after the earlier termination of the Term or the termination of any period of holding over, make good the Leased Premises and the Facilities on the Leased Premises to substantially the same condition as prior to the Commencement Date.

## 20.4 Lessor Can Make Good

If the Lessee does not comply with the obligation to make good as set out in clauses 20.2 and 20.3, the Lessee shall pay the Lessor within twenty eight (28) days after the Lessor requests payment, any costs reasonably incurred by the Lessor to complete the Lessee's obligations under clauses 20.2 and 20.3. The obligation to pay those costs does not limit any other rights of the Lessor in relation to the Lessee's default.

## 20.5 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 Building and 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 reasonable 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 20.5,

except to the extent that any loss or damage is caused by any negligent act or omission of the Lessor or any agent, contractor or employee of the Lessor.

#### 20.6 Lessee to continue to pay Rent and outgoings

If the Lessee fails to make good the Leased Premises as specified in clause 20.3, or fails to remove the Lessee's property with the time required by this clause 20, 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.

### 21 **Option of renewal**

- (a) The Lessor must grant to the Lessee a lease for a Further Term at the Rent and on the terms and conditions of this lease if:
  - (i) the Lessee at least 6 months prior to the date for commencement of that Further Term gives the Lessor written notice to grant that Further Term; and
  - (ii) there is no material default by the Lessee, written notice of which default has been given to the Lessee requiring the Lessee to remedy the default, which has not been remedied at the date of service of the notice and at the date for commencement of that Further Term.
- (b) All of the terms of this lease will apply during the Further Term, except for this clause 21 (unless the Lessee has an option to renew for an additional Further Term).

### 22 **Holding Over**

- (a) If after the expiry of the Term the Lessee remains in possession of the Leased Premises with the consent of the Lessor, the Lessee shall be deemed to be a monthly tenant on such of the terms of this Lease as are capable of applying to a monthly tenancy. The Lessee's right to remain in possession of the Leased Premises shall be subject to the continued performance of the Lessee's Obligations.
- (b) Subject to clause 22(c), the Rent payable during any period of holding over shall be one hundred and ten percent (110%) of the annual Rent payable immediately prior to the expiry of the Term.
- (c) The Lessor may increase the Rent payable during any period of holding over upon giving the Lessee one (1) months' notice in writing.
- (d) The monthly tenancy may be terminated by either party giving the other party one (1) months' notice of termination which notice may be given at any time.

### 23 **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.

## 24 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.

## 25 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.

## 26 Environmental Matters

### 26.1 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 due to the Lessee's occupation or use of the Leased Premises;
- (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) promptly 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 required under the relevant Environmental Law, but only to the extent that the Contamination Event was caused by Lessee's occupation or use of the Leased Premises;
- (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 26.

## 26.2 Remediate Contamination

- (a) Without limiting the Lessee's obligation under clause 26.1(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's use or occupation of the Leased Premises, to the standard required under any applicable Environmental Law.
- (b) Subject to clause 26.2(e), where Contamination is reasonably suspected to exist on the Leased Premises, the Lessee must, not later than six (6) months before the expiration of the Term, 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 26.2(d), the Lessee must promptly carry out all the works specified in the Remediation Notice to the standard required under the Remediation Notice, and at the Lessee's sole cost, but only to the extent that the relevant Contamination the subject of the Remediation Notice was caused by the Lessee's use or occupation of the Leased Premises.
- (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 or which was not caused by the Lessee's use or occupation of the Leased Premises, 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 26.2(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 reasonable expense, and the Lessee will indemnify the Lessor under clause 26.3(a), but only to the extent that the relevant Contamination the subject of the Remediation Notice was caused by the Lessee's use or occupation of the Leased Premises.
- (f) For the avoidance of doubt, this clause 26.2 is for the benefit of the Lessor and can only be waived by the Lessor.

### 26.3 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 reasonable legal costs) and reasonable 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 26.3(a) above, in the event that the Lessee fails to promptly comply with its obligations under clauses 26.1(e), 26.1(f), 26.2(a), 26.2(b) or 26.2(c) the Lessor shall be at liberty to carry out all of the said obligations at the reasonable cost of the Lessee, which such reasonable cost shall be recoverable from the Lessee on demand.

### 26.4 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 26 is an Event of Default and a breach of an essential term of the Lease.

### 26.5 Definitions

In this clause 26:

- (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, which relates to or arises from the Lessee's use of 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 26.1, 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 the standard required under any relevant Environmental Law; 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.

## **27 Caveats and registration of Lease**

### **27.1 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 Lease 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. The Lessor must provide the Lessee with all reasonable assistance that the Lessee requires in order to register this Lease promptly following receipt of a request from the Lessee.
- (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 reasonable 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.

### **27.2 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; and
  - (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.
- (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.

## **28 Not used**

Lessor

## **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 must not unreasonably withhold, delay or condition any request from the Lessee for a request for the consent or approval of the Lessor to any matter in respect of this Lease.

### **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 seven (7) 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;
  - (iii) 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;
- (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.

### **30 PPSA (Personal Properties Security Act)**

#### 30.1 Interpretation

For the purposes of this clause:

- (a) "the Lessor's Personal Property" means all personal property the subject of a security interest granted to or held by the Lessor under the Lease; and
- (b) words and phrases used which have a defined meaning in the PPS Law have the same meaning as in the PPS Law unless the context otherwise indicates.

#### 30.2 Further assurance

If the Lessor determines that the Lease (or a transaction in connection with it) is or contains a security interest for the purposes of the PPS Law, the Lessee agrees to do anything (including without limitation obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) which the Lessor asks and considers necessary for the purposes of:

- (a) ensuring that the security interest is enforceable, perfected and otherwise effective; and/or
- (b) enabling the Lessor to apply for any registration, complete any financing statement or give any notification in connection with the security interest so that the Lessor has the priority required by it; and/or
- (c) enabling the Lessor to exercise rights in connection with the security interest.

#### 30.3 No requirement for PPSA notices

The Lessor need not give any notice under the PPSA (including notice of a verification statement) unless the notice is required by the PPSA to be given and cannot be excluded.

#### 30.4 Priority of the Lessor's interest

Nothing in the Lease shall be taken or construed as an agreement or consent by the Lessor to:

- (a) subordinate the Lessor's interest in the Lessor's Personal Property (or any part thereof) to any other encumbrance or interest affecting the Lessor's Personal Property at any time; or
- (b) delay the time when a security interest created or provided for under the Lease attaches to the relevant collateral.

#### 30.5 Enforcement

To the extent that Chapter 4 of the PPS Act would otherwise apply to an enforcement by the Lessor of any security interest in the Lessor's Personal Property, the Lessee and the Lessor agree that the following provisions of the PPSA do not apply, to the extent the PPSA allows them to be excluded:

- (a) (enforcement methods) sections 118 (Enforcing security interests in accordance with land law decisions), 125 (Obligation to dispose of or retain collateral), 129(2) and (3) (Disposal by purchase), 134(2) (Proposal of secured party to retain collateral), 136(3) and 136(4) (Retaining collateral free of interests), 137 (Persons entitled to notice may object to proposal) and 138B(4) (Seizure and disposal or retention of crops);
- (b) (notices) sections 95 (Secured party must give notice of removal of accession), 121(4) (Enforcement of security interests in liquid assets – notice to higher priority parties and grantor), 127 (Seizure by higher priority parties – notice), 130 (Notice and disposal of collateral), 132 (Secured party to give statement of account), and 135 (Notice of retention of collateral) and 136(5) (Retaining collateral free of interests); and
- (c) (rights to remedy) sections 142 (Entitled persons may redeem collateral) and 143 (Entitled persons may reinstate security agreement).

#### 30.6 Negative undertakings

The Lessee must not:

- (a) create any security interest or lien over any of the Lessor's Personal Property whatsoever (other than security interests granted in favour of the Lessor under the Lease);
- (b) sell, lease or dispose of its interest in or control (as such term is defined in the PPSA) or use of any of the Lessor's Personal Property;
- (c) give possession of the Lessor's Personal Property to another person other than the Lessor or where the Lessor expressly authorises it to do so;
- (d) permit any of the Lessor's Personal Property to become an accession to or commingled with any asset;
- (e) change its name without first notifying the Lessor of the new name not less than 21 days before the change takes effect;
- (f) relocate its principal place of business outside Australia or change its place of registration or incorporation;
- (g) move any of the Lessor's Personal Property outside Australia; or
- (h) allow any other person to acquire control of any personal property forming part of the Lessor's Personal Property at any time.

30.7 The Lessor's interest remains unaffected

The Lessor's interest in the Lessor's Personal Property is not affected by anything which, but for this provision, might have that effect including any failure to perfect or to continuously perfect the security interest in relation to any personal property forming part of the Lessor's Personal Property at any time.

30.8 Notices to the Lessor

Without limiting clause 30, the Lessee must notify the Lessor as soon as the Lessee becomes aware of any of the following:

- (a) if any personal property which does not form part of the Lessor's Personal Property becomes an accession to the Lessor's Personal Property and is subject to a security interest in favour of a third party that has attached at the time it becomes an accession;
- (b) if any of the Lessor's Personal Property is transported, located or situated outside Australia; and
- (c) upon request by the Lessor, of the present location or situation of any of the Lessor's Personal Property.

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## SCHEDULE 1

### Item 1 Authorised Use

Community Purposes, including the construction and operation of a community centre for community purposes and any ancillary uses commonly associated with a community centre.

### Item 2 Commencement Date

[to be inserted]

### Item 3 End Date

[to be inserted]

### Item 4 Land and Leased Premises

#### (a) Land

Lot 507 on Plan 61898, being the whole of the land contained in Record of Qualified Certificate of Crown Land Title Volume LR3156 Folio 765.

Reserve 50121

#### (b) Leased Premises

The whole of the Land, together with all Buildings and improvements on the Land from time to time, as depicted and hatched on the plan in "Attachment A" to this Lease

### Item 5 Interest Rate

As adopted though the Shire of Wyndham East Kimberley Adopted budget to a maximum of Eleven per cent (11%) per annum

### Item 6 Rent

The Rent is five hundred dollars (\$500.00) per annum plus GST, payable in advance on and thereafter on each anniversary of the Commencement Date.

### Item 7 Rent Review Dates

The Rent shall be reviewed every three (3) Lease Years from the Commencement Date during the Term and any Further Term, being on [insert dates].

### Item 8 Term

The term shall be 21 (21) years commencing on the Commencement Date and ending on the End Date.

### Item 9 Further Terms

Nil. .

### 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, which policy shall note the Lessor for its rights and interests as the lessor of the Leased Premises;
- (b) the full insurable value on a replacement or reinstatement basis of the Lessee's Building and 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, which policy shall note the Lessor for its rights and interests as the lessor of the Leased Premises;

- (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 (to the extent not covered by the insurance required under item 10(b)), which policy shall note the Lessor for its rights and interests as the lessor 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

Nil

Item 12 Lessor's Chattels

Nil

Item 13 Lessee's Buildings and Fixtures

Nil

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## SCHEDULE 2

### Special Clauses

#### 1. Interpretation

- (a) these are the special clauses referred to in clause 25 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

Prior to undertaking the 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 where required under clause 10.3.

#### 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 Lessee's 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 the Lessor must not unreasonably refuse or condition and the Lessor must not 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.
- (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.

##### 3.3 Facilities for Lessee's Contractors

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

##### 3.4 Not used

##### 3.5 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) subject to clause 13.3, procured the relevant 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 required by Law; 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, but subject to clause 13.3 and clause 16.

Where the Lessor maintains the insurance policy referred to in item 10(b) of Schedule 1 in accordance with clause 13.3, the Lessor must ensure that the insurance policy complies with special clause 3.5(b)(ii) and make all insurance moneys received available to the Lessee for the Lessee to reinstate, rebuild and repair any damage incurred or suffered to the Lessee's Works .

### 3.6 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 any contractor on behalf of or at the direction of the Lessee) 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 to the extent caused by the Lessee's Works, and any plant, equipment, Building, fixtures, fittings, merchandise, good or property of the Lessee contained in or about the Leased Premises for the purpose of the Lessee's Works.

### 3.7 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 Building and Fixtures.

### 3.8 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 18.3 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 reasonable 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 reasonable 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 3.8.
- (c) Should the Lessee not comply with its obligation under clause 3.8(b)(i) above the Lessor shall be at liberty to exercise any of the rights conferred on the Lessor pursuant to clause 20.5 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 Building and 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.

### 3.9 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 of the Lessee’s Works (whether undertaken by the Lessee or any contractor on behalf of or at the direction of either the Lessee or the Lessor) except to the extent that any claim, demand, loss, damage, costs or expense is caused or contributed to by any act or omission of the Lessor or any agent, employee or contractor of the Lessor.

### 3.10 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**

- 4.1 Without limiting the Lessee's rights under clause 15.4, the Lessee may hire out the Leased Premises or any part thereof on a casual basis only, provided:
- (a) such use is consistent at all times with the Authorised Use and relevant legislation;
  - (b) the Lessee ensures any hirer complies strictly with the relevant terms of this Lease; and
  - (c) the Lessee registers the Leased Premises as a "Public Building" with the Relevant Authority prior to hiring out any part of the Leased Premises to a third party.
- 4.2 For the purposes of this Lease, "casual hire" means any hire of the Leased Premises by the Lessee to a third party for a period of and not more than 80 hours in any calendar month to that third party and does not include any formal transfer, assignment or sublease of the Leased Premises.
- 4.3 The Lessee acknowledges and agrees that at all times, including when the Leased Premises are hired to a third party, it remains responsible for the Leased Premises, including without limitation any damages that may be caused or occurs during any hire period.

**SIGNING PAGE**

Executed by the parties as a deed

DRAFT



ATTESTATION SHEET

Executed by the parties as a Deed on the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_

LESSOR/LESSORS SIGN HERE (NOTE 9)

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

\_\_\_\_\_  
Shire President Print Full Name

\_\_\_\_\_  
Chief Executive Officer Print Full Name

LESSEE/LESSEES SIGN HERE (NOTE 9)

The COMMON SEAL of the **KUNUNURRA NEIGHBOURHOOD HOUSE INC** was affixed by virtue of a resolution of the Committee in the presence of: ]  
] ] ] ]

\_\_\_\_\_  
Signature of President President (Print Full Name)

\_\_\_\_\_  
Signature of Secretary Secretary (Print Full Name)

**INSTRUCTIONS**

1. If insufficient space in any section, Additional Sheet Form B1 should be used with appropriate headings. The boxed sections should only contain the words "See Annexure".
2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by parties.
3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.
4. Duplicates are not issued for Crown Land Titles.

**NOTES**

**1. DESCRIPTION OF LAND**

Lot and Diagram/Plan number or Location name and number to be stated.

Extent – Whole, part or balance of the land comprised in the Certificate of Crown Land Title to be stated.

The Certificate of Crown Land Title Volume and Folio number to be stated.

**2. LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS**

In this panel show (subject to the next paragraph) those limitations, interests, encumbrances and notifications affecting the land being leased that are recorded on the crown land title:

- a) In the Second Schedule;
  - b) If no Second Schedule, that are encumbrances.
- (Unless to be removed by action or document before registration hereof)

Do not show any:

- (a) Easement Benefits or Restrictive/Covenant Benefits; or
- (b) Subsidiary interests or changes affecting a limitation, etc, that is to be entered in the panel (eg, if a mortgage is shown, do not show any partial discharges or any document affecting either).

The documents shown are to be identified by nature and number. The plan/diagram encumbrances shown are to be identified by nature and relevant plan/diagram.

If none show "nil".

**3. LESSOR**

State full name and address of Lessor/Lessors and the address/addresses to which future notices can be sent.

**4. LESSEE**

State full name of Lessee/Lessees and the address/addresses to which future notices can be sent. If two or more state tenancy eg. Joint Lessees, Lessees in Common. If Lessees in Common specify shares.

**5. TERM OF LEASE**

Term to be stated in years, months and days. Commencement date to be stated. Options to renew to be shown.

**6. RECITE ANY EASEMENTS TO BE CREATED**

Here set forth Easements to be created as appurtenant to the lease commencing with the words "together with" and/or any Reservations hereby created encumbering the lease commencing with the words "reserving to".

7. State amount of yearly rental in words

8. State term of payment

**9. EXECUTION**

A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The full name, address and occupation of the witnesses must be stated.

EXAMINED

Office Use Only

**LEASE OF CROWN LAND (L)**

LODGED BY

ADDRESS

PHONE No.

FAX No.

REFERENCE No.

ISSUING BOX No.

PREPARED BY Herbert Smith Freehills  
Barristers & Solicitors

ADDRESS Level 36  
QV1 Building  
250 St Georges Terrace  
PERTH WA 6000

PHONE No. (08) 9211 7777

FAX No. (08) 9211 7878

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

TITLES, LEASES, DECLARATIONS ETC LODGED  
HEREWITH

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

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



HERBERT  
SMITH  
FREEHILLS

# Agreement for Lease

## Lot 507 on Plan 61898, 7 Chestnut Avenue, Kununurra

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Shire of Wyndham East Kimberley

Kununurra Neighbourhood House Inc



## Contents

### Table of contents

---

<b>1</b>	<b>Definitions and interpretation</b>	<b>2</b>
1.1	Definitions .....	2
1.2	Interpretation .....	2
<b>2</b>	<b>Agreement to grant Lease</b>	<b>3</b>
2.1	Agreement to grant lease .....	3
<b>3</b>	<b>Conditions precedent</b>	<b>4</b>
3.1	Condition Precedent – Approvals .....	4
3.2	Condition Precedent – Development Condition.....	4
3.3	Non satisfaction .....	4
<b>4</b>	<b>Lease</b>	<b>5</b>
4.1	Grant and acceptance of Lease.....	5
4.2	Term of Lease .....	5
4.3	Preparing and completing the Lease .....	5
4.4	Execution of the Lease .....	5
4.5	Registration of the Lease.....	6
<b>5</b>	<b>Goods and services tax</b>	<b>6</b>
<b>6</b>	<b>Assignment</b>	<b>6</b>
<b>7</b>	<b>General matters</b>	<b>6</b>
7.1	Proper Law and Jurisdiction .....	6
7.2	Variation .....	6
7.3	Giving of notice .....	7
7.4	Further assurances .....	7
7.5	Severance.....	7
7.6	Entire Agreement.....	7
7.7	Cumulative Rights.....	7
7.8	Waivers .....	8
	<b>Signing page</b>	<b>31</b>



## Agreement for Lease – Lot 507 on Plan 61989, 7 Chestnut Avenue, Kununurra

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Date ►

Between the parties

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Lessor	<b>Shire of Wyndham East Kimberley</b> ABN 35 647 145 756 of PO Box 614, Kununurra, Western Australia (Lessor)
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Lessee	<b>Kununurra Neighbourhood House Inc</b> ABN 71 135 651 977 of PO Box 1101, Kununurra, Western Australia (Lessee)
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Background	<ol style="list-style-type: none"><li>1 The Land is reserved to the Crown and has been placed under the care, management and control of the Lessor by the Minister for Lands with power to lease for a term not exceeding 21 years, subject to the consent of the Minister.</li><li>2 The Lessor has agreed, with the Minister's prior consent, to grant the Lessee a lease of the Leased Premises for the purpose of the Lessee constructing a community facility on the Leased Premises and the Lessee has agreed to accept that lease, following the satisfaction of certain conditions and otherwise in accordance with this agreement.</li><li>3 The Minister has indicated its approval of this agreement (and to the grant of the Lease) by endorsing its consent on this agreement.</li></ol>
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The parties agree as follows:

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## 1 Definitions and interpretation

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### 1.1 Definitions

The meanings of the terms used in this agreement are set out below.

<b>Term</b>	<b>Meaning</b>
<b>Approval Condition</b>	is defined in clause 3.1(a).
<b>Business Day</b>	a day which is not a Saturday, Sunday or a public holiday in Perth, Western Australia.
<b>Condition</b>	means either of the Approval Condition and the Development Condition, or both according to the context.
<b>Development Condition</b>	is defined in clause 3.2(a).
<b>GST</b>	goods and services tax or similar value added tax levied or imposed in Australia pursuant to the GST law or otherwise on a supply.
<b>GST law</b>	the same meaning as in the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
<b>Land</b>	Lot 507 on Deposited Plan 61898, being the whole of the land contained in record of qualified certificate of crown land title volume LR3156 Folio 765.
<b>Landgate</b>	the Western Australian Land Information Authority.
<b>Latest Date</b>	the date that is [x] years after the date of this agreement.
<b>Lease</b>	a lease from the Lessor to the Lessee of the Premises, in accordance with: <ol style="list-style-type: none"><li>1 the Lease Form; and</li><li>2 the provisions of this agreement.</li></ol>
<b>Lease Commencement Date</b>	The day on which the Lessee notifies the Lessor that the last of the Conditions have been satisfied.
<b>Lease Form</b>	the form of lease annexed as Attachment 1.
<b>Minister</b>	the Minister for Lands, a body corporate under section 7 of the <i>Land Administration Act 1997</i> (WA)
<b>Premises</b>	the whole of the Land.

### 1.2 Interpretation

Unless the contrary intention appears:

- (a) Headings and boldings are for convenience only and do not affect the interpretation of this agreement.
- (b) Words denoting the singular include the plural and vice versa.



- (c) Words denoting a gender include each gender.
- (d) Other parts of speech and grammatical forms of a word or phrase defined in this agreement have a corresponding meaning.
- (e) A reference to a person includes a natural person, partnership, joint venture, association, or corporation and a government or any governmental, local authorities and agencies.
- (f) A reference to a thing, including a right or power, includes the whole and any part of that thing.
- (g) A reference to a subclause is a reference to a subclause of the clause in which the reference occurs.
- (h) A reference to a statute includes a regulation, by-law, requisition and order made under that statute and any amendment to or re-enactment of that statute, regulation, by-law, requisition or order for the time being in force.
- (i) A reference to a document, including this agreement, includes each document or agreement varying or replacing that document.
- (j) A reference to a party to a document includes that party's successors personal representatives and permitted assigns.
- (k) An agreement on the part of 2 or more persons binds them jointly and severally.
- (l) A reference to a body, other than a party to this agreement (including, without limitation, an institute, association or authority), whether statutory or not:
  - (1) which ceases to exist; or
  - (2) whose powers or functions are transferred to another body,is a reference to the body which replaces it or which substantially succeeds to its powers or functions.
- (m) Where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next Business Day.
- (n) Month means a calendar month
- (o) Where a general description of a thing, including a right or obligation, is followed by a specific instance or example of that thing, that specific instance or example does not limit the scope of the general description.
- (p) Terms used in this agreement which are defined in the Lease but which are not defined in this agreement have the same meaning as in the Lease.

## 2 Agreement to grant Lease

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### 2.1 Agreement to grant lease

Subject to the provisions of this agreement:

- (a) the Lessor agrees to grant to the Lessee; and
- (b) the Lessee agrees to take,

the Lease of the Premises from the Lease Commencement Date.



## 3 Conditions precedent

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### 3.1 Condition Precedent – Approvals

- (a) Clauses 2 and 4 of this agreement are conditional on the Lessee obtaining all necessary Approvals to undertake the Lessee's Works from all Relevant Authorities, including the consent of the Lessor in the Lessor's capacity as a 'Relevant Authority' on terms and conditions acceptable to the Lessee by the Latest Date (**Approval Condition**).
- (b) Where relevant, the parties will each use their reasonable endeavours to satisfy the Approval Condition by the Latest Date.
- (c) The Lessee must bear all of the costs associated with satisfying or attempting to satisfy the Approval Condition, including but not limited to any application fees.

### 3.2 Condition Precedent – Development Condition

- (a) Clauses 2 and 4 of this agreement are conditional on the Lessee:
  - (1) securing sufficient funding to complete all or a substantial part of the Lessee's Works;
  - (2) having entered into a construction contract or similar agreement for the construction of all or a substantial part of the Lessee's Works on terms acceptable to the Lessee; and
  - (3) having obtained a building permit or similar permit required for the construction of all or a substantial part of the Lessee's Works,by the Latest Date (**Development Condition**).
- (b) The Lessee must use its reasonable endeavours to satisfy the Development Condition at the Lessee's cost by the Latest Date.

### 3.3 Non satisfaction

- (a) The Lessee must promptly notify the Lessor:
  - (1) once the Approval Condition or the Development Condition have been satisfied; or
  - (2) if the Lessee becomes aware that the Approval Condition or the Development Condition cannot be satisfied.
- (b) If the Approval Condition or the Development Condition are not or cannot be satisfied by the Latest Date, then:
  - (1) either party may immediately terminate this agreement by written notice to the other at any time prior to the Lessee providing notice to the Lessor that both the Approval Condition and the Development Condition have been satisfied; and
  - (2) on and from termination, no party will be entitled to make any claim against the other party under or in relation to this agreement.



## 4 Lease

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### 4.1 Grant and acceptance of Lease

With effect from the Lease Commencement Date:

- (a) the Lessee is in possession of the Premises on the terms of the Lease; and
- (b) the Lessor and the Lessee must comply with and will be subject to the Lease, as if the Lease had been executed by the Lessor and the Lessee on the Lease Commencement Date whether or not it is in fact executed.

### 4.2 Term of Lease

The initial term of the Lease will commence on the Lease Commencement Date and expire on the date which is 21 years after the Lease Commencement Date.

### 4.3 Preparing and completing the Lease

- (a) Subject to the further provisions of this clause, the Lessee will arrange for its solicitors to prepare the Lease in accordance with the provisions of this agreement as soon as practicable after the Lease Commencement Date.
- (b) The Lease will be prepared in accordance with the Lease Form subject to the following provisions:
  - (1) the commencement date of the Lease will be the Lease Commencement Date;
  - (2) the termination date of the Lease and the rent review dates will be inserted as is appropriate in the circumstances, having regard to the details set out in the Lease Form;
  - (3) any other additions or alterations to the Lease will be made which are necessary to give effect to this agreement; and
  - (4) the Lease will be prepared in a form acceptable for registration at Landgate.
- (c) The Lessee and the Lessor each irrevocably authorise the Lessee to complete the Lease and make any additions or alterations to the Lease required under clause 4.3(b).

### 4.4 Execution of the Lease

- (a) The Lessee will use its best endeavours to deliver to the Lessor 3 execution copies of the Lease not later than 20 Business Days after the Lease Commencement Date.
- (b) Within 10 Business Days from the date the execution copies of the Lease are delivered to the Lessor, the Lessor must:
  - (1) execute the execution copies of the Lease; and
  - (2) return them to the Lessee or the Lessee's solicitors.
- (c) The Lessee will execute the execution copies of the Lease and return 2 executed originals of the Lease to the Lessor within 10 Business Days of receipt from the Lessor.

#### 4.5 Registration of the Lease

The Lessee must arrange for the Lease to be lodged for registration at Landgate.

### 5 Goods and services tax

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- (a) Words used in this clause which have a defined meaning in the GST law have the same meaning as in the GST law unless the context indicates otherwise.
- (b) Unless expressly included, the consideration for any supply under or in connection with this agreement does not include GST.
- (c) To the extent that any supply made under or in connection with this agreement is a taxable supply for which the supplier is liable for GST, the recipient must pay, in addition to the consideration provided under this agreement for that supply (unless it expressly includes GST) an amount (**additional amount**) equal to the amount of that consideration multiplied by the rate at which GST is imposed in respect of the supply. The recipient must pay the additional amount at the same time as the consideration to which it is referable.
- (d) The supplier must issue a tax invoice to the recipient of a supply to which clause 5(c) applies at least 20 Business Days prior to the payment of the GST inclusive consideration for that supply being due.
- (e) If a Party is entitled under this agreement to be reimbursed or indemnified by the any other Party for a cost or expense incurred in connection with this agreement, the reimbursement or indemnity payment must not include any GST component of the cost or expense to the extent that an input tax credit may be claimed by the Party entitled to be reimbursed or indemnified, or by its representative member.

### 6 Assignment

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Neither party may assign its rights under this agreement without the approval of the other party.

### 7 General matters

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#### 7.1 Proper Law and Jurisdiction

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

#### 7.2 Variation

This agreement may not be varied except in writing signed by all of the parties.



### **7.3 Giving of notice**

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

- (a) shall be in writing and in English;
- (b) may be served on the recipient:
  - (1) personally; or
  - (2) 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 registered office or principal place of business, in the case of a corporation; or
    - (C) by facsimile transmission sent to the recipient's facsimile number (if known);
- (c) will be deemed to be served:
  - (1) if served personally, at the time of handing the notice to the recipient;
  - (2) if left at the recipient's last known address, last known place of business, a registered office or principal place of business, then at the time of leaving the notice;
  - (3) if sent by pre-paid post, on the second Business Day after the date of posting; and
  - (4) 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).

### **7.4 Further assurances**

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

### **7.5 Severance**

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

### **7.6 Entire Agreement**

This agreement 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 agreement and supersedes all previous correspondence or documentation between the parties in respect of its subject matter

### **7.7 Cumulative Rights**

The rights, powers, authorities, discretions and remedies arising out of or under this agreement are cumulative and do not exclude any other right, power, authority, discretion or remedy of a party.



## **7.8 Waivers**

- (a) Failure to exercise or delay in exercising any right, power or privilege in this agreement by the Lessor does not operate as a waiver of that right, power or privilege.
- (b) A single or partial exercise of any right, power or privilege does not preclude:
  - (1) any other or further exercise of that right, power or privilege; or
  - (2) the exercise of any other right, power or privilege.



## Signing page

Executed as an agreement

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### LESSOR

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

\_\_\_\_\_  
Shire President

\_\_\_\_\_  
Print full name

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
Print full name

### LESSEE

The COMMON SEAL of the  
**KUNUNURRA NEIGHBOURHOOD**  
**HOUSE INC** was ]  
affixed by virtue of a resolution ]  
of the Committee in the presence of: ]

\_\_\_\_\_  
Signature of President

\_\_\_\_\_  
Print full name

\_\_\_\_\_  
Signature of Secretary

\_\_\_\_\_  
Print full name



HERBERT  
SMITH  
FREEHILLS

***The Minister for Lands approves this agreement pursuant to section 18 of the Land Administration Act 1997 (WA):***

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8 5 H9.	5 October 2016
5I H<CF.	Jennifer Ninette, Senior Planning Officer
F9GDCBG-6 @`C: : =79F.	Louise Gee, Director Community Development
: =@`BC.	CM.11.2
8 =G7 @CGI F9`C: `BH9F9GHG.	Nil

**JCHB; F9EI =F9A9BH**

Simple Majority

**C: : =79F=BF97CAA9B85H=CB**

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**DI FDCG9**

For Council to consider adoption of Council Policy DC10 - Radio Masts, Antennae and Satellite Dishes.

**B5HI F9`C: `7CI B7=@6`FC@`-B`H<9`A5HH9F**

Leader - plan and provide direction through policy and practices

**657?; FCI B8#DF9J-CI G`7CBG-89F5HCBG`6M7CI B7=@7CAA-H99**

Council Policy DC10 - Radio Masts, Antennae and Satellite Dishes was prepared to minimise the visual impacts of radio masts and satellite dishes within specific zones within the Kununurra townsite, and was last amended in 2004. A copy of the current Policy is provided at Attachment 1.

The draft reviewed Policy, provided at Attachment 2, has expanded on the objectives of the initial policy to provide greater clarity around those circumstances in which communication antennae are exempt from the requirement to obtain a development approval and provide guidance for the assessment of applications for communication antennae. The draft Policy is also proposed to cover the townsites of Wyndham and Kununurra.

**GH5HI HCFM-AD@75HCBG**

*Local Government Act 1995*

*Section 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.*

**DC@7M-AD@75HCBG**

The review of the Policy will provide improved guidance for both Shire staff and applicants in relation to proposals within the townsites of Wyndham and Kununurra.

**: -B5B7-5 @-AD@75HCBG**

Nil.

**GHF5H9; -7`-AD@75HCBG**

*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 3.3: Towns are safe and inviting for locals and tourists

Strategy 3.3.8 : Ensure quality, consistent and responsive development and building assessment approval processes and enforcement

### **F-G? AD@7 5 HCBG**

**F]g** . Failure to comply with legislative requirements leading to damage of reputation and/or financial loss.

**7 cblfc** . Review policies and procedures in accordance with review schedule.

### **7CAAI B+M9B; 5; 9A9BH**

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

Draft CP/PMG-3783 - Communication Antennae was made available on the Shire's website on 28 July 2016 inviting public comment on the draft policy on or before Friday 26 August 2016, with notices placed in the Kimberley Echo on 28 July 2016 and 11 August 2016, advertising that the policy was available for inspection at the Shire Administration Offices or website.

No submissions were received during the 28 day advertising period.

### **7CAA9BHG**

The reviewed draft Policy is proposed to provide improved guidance in relation to proposals for radio masts, antennae and satellite dishes (communication antennae) in order to minimise visual impacts.

This Policy was initially adopted as a Development Control policy, and in the short term is intended to be retained in Council's Policy Manual as a Planning and Development Policy. It is therefore intended for this Policy to be renumbered as a Property Management Policy.

In the future, it is proposed that the Policy should be reviewed and adopted as a local planning policy in accordance with the Planning and Development (Local Planning Schemes) Regulations 2015 - deemed provisions.

A review of all of the Shire's Local Planning policies will be undertaken once the draft Local Planning Scheme No. 9 has been finalised.

Although no submissions were received, one amendment is proposed to the policy to remove the criteria that a development approval is required when there are other existing satellite dishes, or antennae on a lot. This is recommended on the basis that some properties may have multiple tenancies, or there are a number of buildings on a lot, which require separate services, or some businesses that may reasonably require a number of communication antennae.

However, it is still recommended to require a development approval for a radio mast where there is an existing radio mast on the property.

**5 HH57 < A9 BHG**

Attachment 1 - Council Policy DC10 - Radio Masts, Antennae and Satellite Dishes

Attachment 2 - Draft Council Policy CP/PMG-3783 - Communication Antennae (as advertised)



*Shire of Wyndham East Kimberley*  
*Council Policy Manual*  
*DC10*

<b>POLICY NO:</b>	<b>DC10</b>
<b>DIVISION:</b>	<b>Development Control</b>
<b>SUBJECT:</b>	<b>Radio Masts, Antennae and Satellite Dishes.</b>
<b>REPORTING OFFICER:</b>	<b>Executive Manager Engineering and Development Services</b>
<b>ENABLING LEGISLATION:</b>	<b>Building Regulations 1989, Building Code of Australia, Town Planning Scheme No 7.</b>

**OBJECTIVE:**

To minimise the visual impact of radio masts and satellite dishes within specific zones.

**POLICY:**

This policy applies to all communication, radio and television masts, antennae, satellites dishes and microwave dishes used for commercial or domestic transmission or receipt. This policy does not apply to 'low impact' facilities in accordance with the Low Impact Facilities Determination 1997.

Within the Town Centre, Local Centre, Residential, Tourist and Mixed Business zones, no mast or antennae shall be permitted within the front setback or between the property boundary and the building line. The main structure of the mast or antennae is to be contained behind the building line.

Within the Town Centre, Local Centre, Residential, Tourist, Mixed Business and Rural Living zones, prior to the issue of a building licence for the erection of a radio mast or satellite dish larger than 1 metre diameter, written consent must be obtained from the owner/s of adjoining properties.

All dishes installed that are visible from the street require planning approval in accordance with clause 3.10.2 of the Residential Design Codes 2002.

Within the Town Centre, Local Centre, Residential, Tourist, Mixed Business and Rural Living zones all satellite and microwave dishes that are under 1 metre in diameter and are not visible from the street do not require planning approval.

All microwave and satellite dishes that are under 1 metre in diameter do not require a building license approval, however, shall be constructed and fixed/secured in accordance with the manufacturers recommendations/specifications and compliant with the structural adequacy requirements for the intended cyclonic and wind region.

**ADOPTED:** 17 July 1997  
**REVIEWED:** 20 July 2004  
**AMENDED:** 16 November 2004



<b>POLICY NO</b>	CP/PMG-3783	
<b>POLICY</b>	Communication Antennae	
<b>RESPONSIBLE DIRECTORATE</b>	Community Development	
<b>RESPONSIBLE OFFICER</b>	Senior Planning Officer	
<b>COUNCIL ADOPTION</b>	Date:	Resolution No:
<b>REVIEWED/MODIFIED</b>	Date:	Resolution No:
	Date:	Resolution No:
<b>REVIEW DUE</b>	Date:	
<b>LEGISLATION</b>	<i>Local Government Act 1995  Town Planning Scheme No. 7 – Kununurra and Environs, Town Planning Scheme No. 6 – Wyndham and Environs  Residential Design Codes of Western Australia</i>	
<b>RELATED POLICIES</b>		
<b>RELATED ORGANISATIONAL DIRECTIVES</b>		

#### **PURPOSE:**

The provisions of this Policy apply to the installation of communication antennae within the Shire's townsite areas, with the exception of residential developments, which are administered by the Residential Design Codes of Western Australia.

The objectives of this Policy are to:

- To minimise the visual impact of satellite dishes, aerials and radio equipment within townsite areas.
- To identify those circumstances in which communication antennae are exempt from the requirement to obtain a development approval from the Shire; and
- To provide guidance for the assessment of applications for communication antennae.
- To ensure that there is no detrimental impact on the amenity of nearby properties.

#### **DEFINITIONS:**

**Communication antennae** means any mast, antennae, aerial, satellite dish or other associated equipment used for the reception or transmission of television or radio signals or for other electronic communications, but does not include telecommunication infrastructure.

**Telecommunications infrastructure** means land use to accommodate any part of the infrastructure of a telecommunications network and includes any line, equipment, apparatus tower, antenna, tunnel, duct, hole, pit or other structure used, or for use in connection with, a telecommunications network.

#### **POLICY STATEMENTS:**

The Shire of Wyndham East Kimberley values the protection of the quality of the streetscape and the amenity of adjoining landowners by minimising the visual impact of communication antennae.

## **1. Requirement for Development Approval**

### **1.1 Satellite Dishes**

Development approval is not required for the erection of a satellite dish where it complies with all of the following criteria:

- (a) the satellite dish is less than 1.2 meters in diameter
- (b) the satellite dish is not located within the street setback area
- (c) the satellite dish is not located on a façade or that portion of a roof which faces, or is visible from the street
- (d) the satellite dish is of a similar colour to the roof of the building if it is visible from any nearby properties; and
- (e) there are no other satellite dishes, antennae or radio masts on the lot.

### **1.2 Microwave Antennae**

Development approval is required for the erection of a microwave antennae except where it complies with all of the following criteria:

- (a) the antenna has an area less than 0.6m<sup>2</sup>
- (b) the antenna is not located within the street setback area, or on the façade or that portion of the roof which faces the street
- (c) the antenna does not project higher than 3 meters in height above the ridge line of the building except where it is attached to an existing television mast; and
- (d) there are no existing satellite dishes, antennae or radio masts on the lot.

### **1.3 Radio Masts**

Development approval is not required for the erection of a radio mast for the transmission and reception of radio signals where;

- (a) it will not be located within the street setback or on the façade or that portion of the roof which faces the street
- (b) it will not exceed 5 meters in height above the natural ground level; and
- (c) there are no existing satellite dishes, antennae or radio masts on the lot.

### **1.4 Other exemptions**

Other communication facilities exempt from the requirement to obtain development approval, include:

- (a) mobile communication facilities temporarily located at any one specific place for a period not exceeding one week
- (b) Emergency service communication operated by a public authority acting in accordance with its statutory responsibilities.

## **2. Applications for Development Approval**

2.1 Where an application is required, the local government may notify surrounding landowners that it considers may be affected by the proposal and will accept submissions within the prescribed timeframes.

2.2 In considering applications for communication antennae which fall outside the requirements for exemption as provided for above, applicants shall be required to

address the following criteria, which shall be the basis for assessment and determination:

- (a) The impact on the amenity of the area in which the communication antennae is to be erected, with particular reference to visual impact, including:
  - i. Justifying the size of the proposed structure and how it responds to the scale of the premises and surrounding buildings;
  - ii. Demonstrating how the proposed structure has been located so as not to be visually obtrusive; and
  - iii. Demonstrating how the proposed structure has been designed to integrate with the building or development onsite.
- (b) The potential impact on the reception of telecommunication signals by other owners and occupiers in the vicinity of the site;
- (c) The comments of any adjacent owners or occupiers in response to notification of the application.

2.3 Approval of communication antennae applications will generally be on the following conditions:

- It is located so as not to be visually obtrusive.
- It has been designed to integrate with the building or development onsite.
- Free standing structures are located at the rear of a building and screened from public view by existing development, fence and/or appropriate landscaping.
- Structures attached to a building are located to minimise the visual impact of the structure against the building and within the streetscape.
- The colour of the communication antennae is integrated with the roof, building and/or surrounding environment in order to minimise the appearance of the structure
- The overall height of an antennae or mast does not exceed that of the building to which it is attached or with which it is associated.
- The location of the structure should not affect vehicle sight lines, nor detrimentally affect views from surrounding properties.
- Fencing or landscaping is proposed to screen the structure if required.
- The local government may limit a site to a maximum of one communication antennae.

2.4 An application may be refused where the proposed structure is considered by the local government to adversely impact upon any of the following;

- Architectural or historic features of the building and/or surrounding buildings,
- The aesthetics and amenity of the building and/or surrounding buildings;
- The amenity of the streetscape,
- The obtrusive nature of the structure because of its prominent location.

### **3. Building permit requirements**

3.1 All microwave antennae and satellite dishes that are under 1.2 metres in diameter do not require a building permit application, however, shall be constructed and affixed/secured in accordance with the manufacturers recommendations/specifications and compliant with the structural adequacy requirements for the intended cyclonic and wind region.

## EXPLANATORY NOTES:

This policy does not apply to 'low impact' facilities in accordance with the *Low-Impact Facilities Determination 1997*. Facilities that are specified as low impact facilities if installed in particular areas are identified in the Facilities and areas Schedule in Part 3 of the determination, and cannot be a low-impact facility if it is within an area of environmental significance.

This policy should be read in conjunction with State Planning policy 3.1 Residential Design Codes of Western Australia.

## 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.

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85H9.	5 October 2016
5I H<CF.	Niroshini Nandasiri, Asset Management Accountant
F9GDCBG-6 @`C: : =79F.	Natalie TePohe, Director Corporate Services
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JCHB;`F9EI`F9A9BH

Simple Majority

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DI FDCG9

For Council to receive the interim monthly financial report for the period ended 31 August 2016.

B5HI F9`C: `7 CI B7 =@5`FC @`=B`H<9`A5HH9F

Regulator - enforce state legislation and local laws

**657?; FCI B8 #DF9J-CI G7CBG-89F5HCBG6M7CI B7-@7CAA-H99**

Council is to prepare monthly financial reports as required by the *Local Government (Financial Management Regulations) 1996*.

At the 15 September 2016 Ordinary Council Meeting, the Council resolved the following:

**COUNCIL DECISION**

**Minute No: 11491**

**Moved: Cr B Robinson**

**Seconded: Cr N Perry**

***That the Council, in accordance with Regulation 34(5) of the Local Government (Financial Management) Regulations 1996, approves the materiality level for monthly reporting to be set at +/- 10% and +/- \$20,000 at account level and +/- 10% and +/- \$100,000 at financial statement level.***

**Carried 9/0**

These materiality levels have been applied in the preparation of this report.

**GH5HI HCFM-AD@75HCBG**

*Local Government Act 1995, Section 6.4.*

*Local Government (Financial Management) Regulations 1996, Regulation 34.*

**DC@7M-AD@75HCBG**

No policy implications apply in the preparation of the report.

**:B5B7-5@-AD@75HCBG**

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.

**GHF5H9; 7`-AD@75HCBG**

*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 services

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

**F-G? AD@7 5 HCBG**

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

**7CAAI B+M9B; 5; 9A9BH**

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.

**7CAA9BHG**

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

**5HH57 < A9BHG**

Attachment 1 - Interim Monthly Financial Report as at 31 August 2016



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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: ▼

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<b>F Yj Ybi Y</b>					
General Purpose Funding	969,281	0	969,281	0%	▲
Governance	4,875	0	4,875	0%	▲
Law, Order, Public Safety	3,463	0	3,463	0%	▲
Health	4,497	0	4,497	0%	▲
Education and Welfare	2,744	0	2,744	0%	▲
Housing	23,282	0	23,282	0%	▲
Community Amenities	224,384	0	224,384	0%	▲
Recreation and Culture	181,015	0	181,015	0%	▲
Transport	771,777	0	771,777	0%	▲
Economic Services	7,589	0	7,589	0%	▲
Other Property and Services	14,707	0	14,707	0%	▲
	<u>2,207,613</u>	<u>0</u>	<u>2,207,613</u>		<u>▲</u>
<b>9I dYbgYg</b>					
General Purpose Funding	(17,762)	0	(17,762)	0%	▲
Governance	(47,843)	0	(47,843)	0%	▲
Law, Order, Public Safety	(77,239)	0	(77,239)	0%	▲
Health	(39,788)	0	(39,788)	0%	▲
Education and Welfare	6,854	0	6,854	0%	▼
Housing	(9,179)	0	(9,179)	0%	▲
Community Amenities	(499,064)	0	(499,064)	0%	▲
Recreation & Culture	(621,663)	0	(621,663)	0%	▲
Transport	(634,721)	0	(634,721)	0%	▲
Economic Services	(30,858)	0	(30,858)	0%	▲
Other Property and Services	(561,168)	0	(561,168)	0%	▲
	<u>(2,532,430)</u>	<u>0</u>	<u>(2,532,430)</u>		<u>▲</u>
<b>5X1 gla Ybfg'Zf'7 Ug\ '6 i X[ YhFYei ]fYa Ybfg.</b>					
<b>Bcb!7 Ug\ '9I dYbX]h fY'UbX'FYj Ybi Y</b>					
(Profit)/Loss on Asset Disposals	0	0	0	0%	▼
Movement in Accruals and Provisions	0	0	0	0%	▼
Depreciation on Assets	0	0	0	0%	▼
<b>7 Ud]HU'9I dYbX]h fY'UbX'FYj Ybi Y</b>					
Purchase Land Held for Resale	0	0	0	0%	▲
Purchase Land and Buildings	(11,291)	0	(11,291)	0%	▲
Purchase Infrastructure Assets - Roads	(294,531)	0	(294,531)	0%	▲
Purchase Infrastructure Assets - Footpaths	0	0	0	0%	▲
Purchase Infrastructure Assets - Drainage	(67)	0	(67)	0%	▲
Purchase Infrastructure Assets - Other	(172,651)	0	(172,651)	0%	▲
Purchase Plant and Equipment	(468,406)	0	(468,406)	0%	▲
Purchase Furniture and Equipment	(833)	0	(833)	0%	▲
Grants / Contributions for Development of Assets	657,409	0	657,409	0%	▲
Proceeds from Disposal of Assets	144,000	0	144,000	0%	▲
Proceeds from Sale of Land Held for Resale	0	0	0	0%	▼
Repayment of Debentures	(130,048)	0	(130,048)	0%	▲
Proceeds from New Debentures	0	0	0	0%	▼
Transfers to Reserves (Restricted Assets)	0	0	0	0%	▲
Transfers from Reserves (Restricted Assets)	0	0	0	0%	▼
ADD Estimated Surplus/(Deficit) July 1 B/Fwd	0	0	0	0%	▲
LESS Estimated Surplus/(Deficit) June 30 C/Fwd	(601,236)	0	(601,236)		▼
<b>5 a ci bhFYei ]fYX'hc'VY'FUgYX'Zca 'FUhg</b>	<u>0</u>	<u>0</u>	<u>0</u>	0%	▼

**G\ JfY'cZK nbX\ Ua '9 Ugh? ja VYf`Ym**  
**BchYg'tc`GHUya YbhcZ: ]bUbWU'5 Wfj ]lmifbhfja`FYdcfH**  
**: cf`H YDYf]cX'9bXYX" %5i [ i gh&\$%**

**91 d`UbUjcb`cZA UHf]U`J Uf]UbWg** (between YTD Budget and YTD Actual)

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

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

**Operating**

**FYW ffYbh`bVta Y!`91 Wi X]b[ `FUHg** ▲

Budget is not adopted for the reporting period yet. Therefore actuals for the end of period will be used as the YTD budget amount. This will continue until the budget adoption.

**FUHg**  
No material variances to report

**; YbYfU`Di fdcgY: i bX]b[** ▲  
No material variances to report

**; c] YfbUbW** ▲  
No material variances to report

**@k žCfXYf`UbX`Di V]WGUZym** ▲  
No material variances to report

**<YUH** ▲  
No material variances to report

**9Xi WUjcb`UbX`K YZfY** ▲  
No material variances to report

**<ci g]b[** ▲  
No material variances to report

**7ca a i b]mi5a Yb]H]Yg** ▲  
No material variances to report

**FYWWUjcb`UbX`7 i`hi fY** ▲  
No material variances to report

**HfUbgdcfh** ▲  
No material variances to report

**9Vt`bca ]WGYf j ]Wg** ▲  
No material variances to report

**CH Yf`DfcdYfmiUbX`GYf j ]Wg** ▲  
No material variances to report

**FYW ffYbh9l dYbX]hi fY** ▲

Budget is not adopted for the reporting period yet. Therefore actuals for the end of period will be used as the YTD budget amount. This will continue until the budget adoption.

**; YbYfU`Di fdcgY: i bX]b[** ▲  
No material variances to report

**; c] YfbUbW** ▲  
No material variances to report

**@k žCfXYf`UbX`Di V]WGUZym** ▲  
No material variances to report

**<YUH** ▲  
No material variances to report

**9Xi WUjcb`UbX`K YZfY** ▼  
No material variances to report

**<ci g]b[** ▲  
No material variances to report

**7ca a i b]mi5a Yb]H]Yg** ▲  
No material variances to report

**FYWWUjcb`UbX`7 i`hi fY** ▲  
No material variances to report

**HfUbgdcfh** ▲  
No material variances to report

**9Vt`bca ]WGYf j ]Wg** ▲  
No material variances to report

**CH Yf`DfcdYfmiUbX`GYf j ]Wg** ▲  
No material variances to report

**G\ JfY'cZK nbX\ Ua '9 Ugh? ja VYf`Ynr**  
**BchYg'lc`GHUya YbhicZ: ]bUbWU'5Wnj ]lmf#bhf]a `FYdcfK**  
**: cf`H YDYf]cX'9bXYX'` %5i [ i ghi&\$%**

**9I d`UbU]cb`cZA Uhf]U`JUF]UbWYg** (between YTD Budget and YTD Actual)

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

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

Budget is not adopted for the reporting period yet. Therefore actuals for the end of period will be used as the YTD budget amount. This will continue until the budget adoption.

**Non Cash Expenditure and Revenue**

**5 X4 gla Ybfg`UbX'5VWwi Ug**

No material variances to report

Budget is not adopted for the reporting period yet. Therefore actuals for the end of period will be used as the YTD budget amount. This will continue until the budget adoption.

**Capital**

**Di fW UgY`@UbX`<YX`Zf`FYgUY**

No material variances to report

▲

**Di fW UgY`@UbX`UbX'6i ]X]b] g**

No material variances to report

▲

**Di fW UgY`-bZUgfi Wi fY5 ggYrg`!`FcUXg**

No material variances to report

▲

**Di fW UgY`-bZUgfi Wi fY5 ggYrg`!`: cchdUA g**

No material variances to report

▲

**Di fW UgY`-bZUgfi Wi fY5 ggYrg`!`8 fU]bU] Y**

No material variances to report

▲

**Di fW UgY`-bZUgfi Wi fY5 ggYrg`!`CH Yf**

No material variances to report

▲

**Di fW UgY`D`UbhUbX'9ei ]da Ybh**

No material variances to report

▲

**Di fW UgY`: i fb]hi fY`UbX'9ei ]da Ybh**

No material variances to report

▲

**; fUbfg`#7 cbhf]Vi h]cbg`Zf`8 Yj Y`cda Ybh`cZ5 ggYrg**

No material variances to report

▲

**DfcWYXg`Zca`'8 ]gdcgU`cZ5 ggYrg**

No material variances to report

▲

**8 YVYbhi fYg**

No material variances to report

▲

**FYgYfj Yg**

Reserve transfers will be reconciled part of end of year process

▲

**G\ jfY'cZK nbX\ Ua '9 Ugh? ja VYf`Yn**  
**BchY'lc'GHUYa YbhcZ: jUbWU'5 Wjj JmfHbhYfja FYdcfH**

**BYh7 i ffYbh5 ggYhg**  
**Ug'Uh' %5i [ i gh&\$%**

7 ca dcg]hcb'cZ9ghja UHX'BYh7 i ffYbh5 ggYhDcg]hcb

	<b>MH8 5 Wi U &amp;\$% #/+</b>	<b>6 fci [ \ h : cfk UFX① %&gt;i `m&amp;\$%</b>
<b>7I FF9BH'5 GG9 HG</b>		
Cash - Municipal (Restricted & Unrestricted)②	2,795,248	6,493,213
Cash - Restricted Reserves	9,204,762	6,996,479
Receivables	1,536,245	1,637,186
Inventories & Other Financial Assets	12,091	17,808
	13,548,346	15,144,686
 <b>④ GG. '7I FF9BH' ⑤6 -④H9 G</b>		
Payables and Provisions	(334,357)	(1,148,104)
Less:		
Restricted - Reserves	(13,815,224)	(13,996,582)
 <b>B9H7I FF9BH'5 GG9 H'DCG-HCB</b>	<b>ff \$%&amp;' * L</b>	<b>f\$ L</b>
Less:		
Restricted - Unspent Grants	(1,094,395)	
Restricted - Unspent Loans	(791,117)	
<b>ADJUSTED NET CURRENT ASSET POSITION③</b>	<b>(2,486,748)</b>	

<b>② 7 Ug\ '!Ai b]VjdU'Vfci [ \ hZ:fk UfX'VU UbWg'fYdfYgYbhYX'Vm</b>		
Cash on Hand	1,700	1,700
Cash at Bank - Municipal		
Unrestricted	908,035	6,491,513
Restricted - Unspent Grants	1,094,395	0
Restricted - Unspent Loans	791,117	0
	2,795,248	6,493,213

- ① B/F balance for 2016/17 is calculated based on interim data, this will change as end of year adjustments for 2015/16 are still to be finalised.
- ③ Net current asset position and Unrestricted cash will remain overstated until the position of grants/loans and reserves are finalised for the 2015/16 financial year.

# G\ JfY`cZK mbX\ Ua `9 Ugh? ]a VYf`Yn

**GHUYa YbhcZ: ]bUbWU`5 Wqj ]Im**  
**6 i X[ YhF Ya U]b]b[ `Ic`7 c`YW#GdYbX**  
**Ug`Uh' %5 i [ i gh&\$%**

	MH8 5 Wi U &\$% #/±	5 bbi U` 6 i X[ Yh &\$% #/±	6 i X[ Yh F Ya U]b]b[ fFYj ]gYX`6 i X[ Yh`Ygg` &\$% #/±	I
<b>FYj Ybi Y</b>				
General Purpose Funding	969,281	0	(969,281)	0% ▲
Governance	4,875	0	(4,875)	0% ▲
Law, Order, Public Safety	3,463	0	(3,463)	0% ▲
Health	4,497	0	(4,497)	0% ▲
Education and Welfare	2,744	0	(2,744)	0% ▲
Housing	23,282	0	(23,282)	0% ▲
Community Amenities	224,384	0	(224,384)	0% ▲
Recreation and Culture	181,015	0	(181,015)	0% ▲
Transport	771,777	0	(771,777)	0% ▲
Economic Services	7,589	0	(7,589)	0% ▲
Other Property and Services	14,707	0	(14,707)	0% ▲
	2,207,613	0	(2,207,613)	▲
<b>9I dYbgYg</b>				
General Purpose Funding	(17,762)	0	17,762	0% ▲
Governance	(47,843)	0	47,843	0% ▲
Law, Order, Public Safety	(77,239)	0	77,239	0% ▲
Health	(39,788)	0	39,788	0% ▲
Education and Welfare	6,854	0	(6,854)	0% ▼
Housing	(9,179)	0	9,179	0% ▲
Community Amenities	(499,064)	0	499,064	0% ▲
Recreation & Culture	(621,663)	0	621,663	0% ▲
Transport	(634,721)	0	634,721	0% ▲
Economic Services	(30,858)	0	30,858	0% ▲
Other Property and Services	(561,168)	0	561,168	0% ▲
	(2,532,430)	0	2,532,430	▲
<b>5 X1 gla Yb]g`Zf`7 Ug\ `6 i X[ YhF Yei ]f Ya Yb]g.</b>				
<b>Bcb!7 Ug\ `9I dYbX]h fY`UbX`F Yj Ybi Y</b>				
(Profit)/Loss on Asset Disposals	0	0	0	0% ▲
Movement in Accruals and Provisions	0	0	0	0% ▼
Depreciation on Assets	0	0	0	0% ▼
<b>7 Ud]H`9I dYbX]h fY`UbX`F Yj Ybi Y</b>				
Purchase Land Held for Resale	0	0	0	0% ▼
Purchase Land and Buildings	(11,291)	0	11,291	0% ▲
Purchase Infrastructure Assets - Roads	(294,531)	0	294,531	0% ▲
Purchase Infrastructure Assets - Footpaths	0	0	0	0% ▲
Purchase Infrastructure Assets - Drainage	(67)	0	67	0% ▲
Purchase Infrastructure Assets - Other	(172,651)	0	172,651	0% ▲
Purchase Plant and Equipment	(468,406)	0	468,406	0% ▲
Purchase Furniture and Equipment	(833)	0	833	0% ▲
Grants / Contributions for Development of Assets	657,409	0	(657,409)	0% ▲
Proceeds from Disposal of Assets	144,000	0	(144,000)	0% ▲
Proceeds from Sale of Land Held for Resale	0	0	0	0% ▼
Repayment of Debentures	(130,048)	0	130,048	0% ▲
Proceeds from New Debentures	0	0	0	0% ▼
Transfers to Reserves (Restricted Assets)	0	0	0	0% ▲
Transfers from Reserves (Restricted Assets)	0	0	0	0% ▼
ADD Estimated Surplus/(Deficit) July 1 B/Fwd	0	0	0	0% ▼
LESS Estimated Surplus/(Deficit) June 30 C/Fwd	(601,236)	0	601,236	0% ▼
<b>5 a ci bhFYei ]fYX`Ic`VYFU]gYX`Zca `FUH`Yg</b>	0	0	0	0% ▼

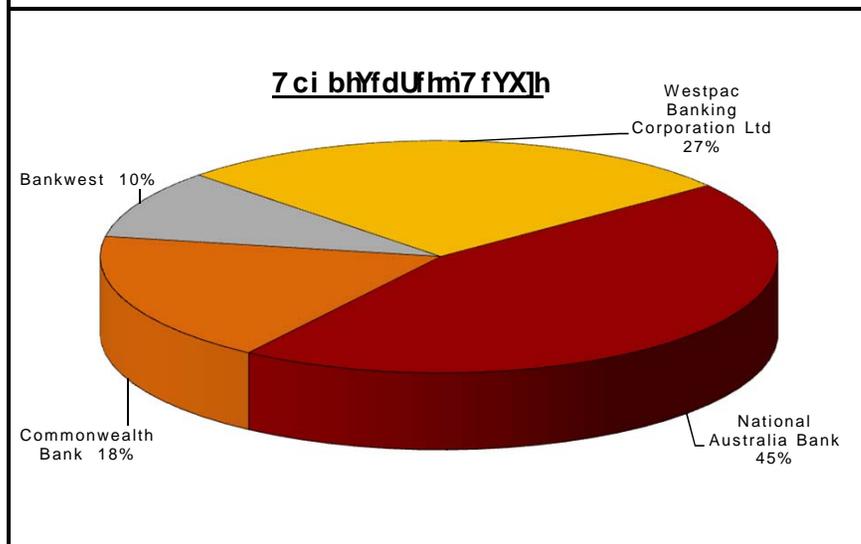
**F9DCFH'CB'BJ9GHA9BH'DCFH: C@C'5G'5H' %5i | i gh&\$%**

BJ9GHA9BH'DC@7M'!7D':B!'&\$'			
G'D'FUjib[		Dcftz'jc'7fYX]h : fUa Yk cf _	7ci bhYfdUfm 7fYX]h: fUa Yk cf _
@b[ 'HYfa '	G[ cfhHYfa '	8 jfYWh'bj Ygra YbhA U ja i a 'i	
AAA	A-1+	100%	45%
AA	A-1	100%	35%
A	A-2	60%	20%

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

H9FA'HC'A5HI F#HM: F5A9KCF?	
Cj YfU' Dcftz'jc'HYfa 'lc'A Uhi f]mi@a ]tg	
Portfolio % < 1 year	100% max 40% min
Portfolio % > 1 year	60%
Portfolio % > 3 year	35%
bXjj jXi U' b] Ygra YbhA Uhi f]mi@a ]tg	
Authorised Deposit Institution	12 Months
State/Commonwealth Government Bonds	3 years

bqj]i ljcb' BUa Y	G' D' FUjib[	HYfa 'lc' A Uhi f]m	bHYfYgj' FUjY	A Uhi f]mi 8 UjY	Df]bWjdu	bHYfYgicb' A Uhi f]m	i 'cZ dcf]z'jc
<b>F9G9FJ9': I B8G</b>							
NAB	A-1+/AA	3 Months	3.00%	11-Sep-16	765,187.08	5,660.29	13%
CBA		2 Months	2.67%	6-Sep-16	1,049,040.24	4,681.02	18%
NAB		3 Months	3.00%	25-Sep-16	1,820,149.04	13,464.12	32%
Westpac		3 Months	3.02%	26-Oct-16	1,106,177.45	8,328.76	19%
Bankwest		2 Months	2.60%	21-Oct-16	553,154.99	2,364.17	10%



<b>HCH5 @F9G9FJ9'BJ9GHA9BHG</b>					.....)z' z\$, ", \$	.....' (z-, ")	- &
<b>HFI GH': I B8G'!H&amp; &amp;</b>							
Westpac	A-1+/AA	4 Months	2.70%	29-Nov-16	448,661.66	4,115.40	8%
<b>HCH5 @HFI GH'BJ9GHA9BHG</b>					.....' (, z' %* **	.....' (z8) "( \$	, I
<b>HCH5 @BJ9GHA9BHG'&lt;9 @ / 'BH9F9GH'D5=8</b>					.....) z( &z +\$( *	.....' , z' % '+)	%'\$ \$i

%&'("&"' @ghCZ5 Ww i blg'dUjX': fca 'Ai b]WdU': i bX'UbX'Hfi ghi: i bX'

8 5 H9.	5 October 2016
5I H<CF.	Victoria Nakamya, Creditors Officer
F9GDCBG-6 @ 'C: : =7 9F.	Natalie TePohe, Director Corporate Services
: =@ 'BC.	FM.09.5
8 =G7 @CGI F9 'C: 'BH9F9GHG.	Nil

**JCHB; 'F9EI =F9A9BH**

Simple Majority

**C: : =7 9F B5 F97CAA9B85HCB**

H Uh7 ci bW' fYW]j Yg'h Y`]gh]b[ 'cZUWw i blg'dUjX'Zca 'h YAi b]WdU'UbX'Hfi ghZ bXgz VY]b[ .

Ai b]WdU'9: H'%&+\$, &E'%&+&( \* fl\$' '5i [ 'E'&' '5i [ '%L'..... ~ .....%Z) (Z- ('\$%

Ai b]WdU'W Yei Yg') %- \$!)% \$, 'f\$' '5i [ 'E'&' '5i [ '%L'..... ~ .....- 'Z&' %\* , .....

Hfi ghW Yei Yg' - %&' - &' !'f\$' '5i [ '!&' '5i [ '%L'..... ~ .....+Z&' '&)

Hfi gh9: H) '\$%&&E) '\$%&' , 'f\$' '5i [ 'E'&' '5i [ '%L'..... ~ .....- Z \$) '\$&

DUnic` `f\$' '5i [ 'E' %5i [ '%L'..... ~ .....+ % Z +, '%&

8]fYWiVub\_ 'XYV]hg'f\$%5i [ 'E'&&'5i [ '%L'..... ~ .....)) Z \* ('&\$

HCH5 @..... ~ .....&Z' , Z - \* ' ( \*

**7CI B7 =@897 =G=CB'**

A]bi hY' Bc. ) #/\$#/% !%& \$ ,

7 ca a ]gg]cbYf' fYgc` j YX. '

H Uh7 ci bW' fYW]j Yg'h Y`]gh]b[ 'cZUWw i blg'dUjX'Zca 'h YAi b]WdU'UbX'Hfi ghZ bXgz VY]b[ .

Ai b]WdU'9: H'%&+\$, &E'%&+&( \* fl\$' '5i [ 'E'&' '5i [ '%L'..... ~ .....%Z) (Z- ('\$%

Ai b]WdU'W Yei Yg') %- \$!)% \$, 'f\$' '5i [ 'E'&' '5i [ '%L'..... ~ .....- 'Z&' %\* , .....

Hfi ghW Yei Yg' - %&' - &\* !'f\$' '5i [ '!&' '5i [ '%L' ..... +ž&' '8)  
Hfi gh9: H') \$%&&'E) \$%&' , 'f\$' '5i [ 'E' &\* '5i [ '%L' ..... - ž \$) '8\$  
DUfnc ``f\$' '5i [ 'E' %5i [ '%L' ..... +%, ž +, '%&  
8]fYWiVUb\_ 'XYV]hg'f\$%5i [ 'E' &&'5i [ '%L' ..... )) ž \* ('8\$  
HCH5 @ ..... &ž' , ž - \* ' \*  
7 Uf]YX'%&\$`

**DI FDCG9**

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*.

**B5HI F9`C: `7 CI B7 =@B`FC @ `B`H<9`A5HH9F**

Regulator - enforce state legislation and local laws

**657 ?; FCI B8 #DF9J=C I G`7 CBG=89F5HCBG`6 M7 CI B7 =@7 CAA =H99**

In accordance with Council's Delegations Register 2015/16 which was adopted by the Council on the 22 September 2015, 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.

**GH5 HI HCFM=A D@7 5 HCBG**

*Local Government Act 1995* – section 5.42

*Local Government (Financial Management) Regulations 1996* – Regulations 5, 11, 12, 12(1)(a) and 13.

**DC @7 M=A D@7 5 HCBG**

Sub-delegation 12 "Payments from the Municipal Fund and Trust Fund" applies subject to compliance with *Council Policy CP/FIN-3204 Purchasing*.

**: B5 B7 5 @ AD @ 7 5 HCBG**

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

**GHF 5 H9; 7 AD @ 7 5 HCBG**

*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 services

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

**F G ? AD @ 7 5 HCBG**

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

Operational Risk: Non-compliance with the DLG advisory standard and regulations.

**7 CAAI B HM9B; 5; 9A9BH**

No community engagement is required.

**7 CAA9BHG**

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.

**5 HH57 < A9BHG! hYa %&' "&**

Attachment 1 - List of Accounts Paid in August 2016

**ATTACHMENT 1****LIST OF ACCOUNTS SUBMITTED TO COUNCIL 27 SEPTEMBER 2016**

<b>CHQ/EFT</b>	<b>DATE</b>	<b>NAME</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
EFT127082	03/08/2016	AMPAC DEBT RECOVERY (WA) PTY LTD	DEBT COLLECTION COMMISSIONS AND COSTS - JUNE 2016	5,657.63
EFT127083	03/08/2016	ALLGEAR MOTORCYCLES	PARTS FOR P137	74.70
EFT127084	03/08/2016	AUSTRALIA POST	POSTAGE AND STATIONERY PURCHASES - JUNE 2016	2,868.84
EFT127085	03/08/2016	BOC LIMITED	WELDING GASES AND BOTTLE RENTAL – JUNE 2016	226.35
EFT127086	03/08/2016	BLACKWOODS	PARTS AND CLEANING SUPPLIES - P356	127.59
EFT127087	03/08/2016	CAMLISMAR PTY LTD	HIRE OF ROLLER - MULLIGANS LAGOON MAINTENANCE	1,980.00
EFT127088	03/08/2016	CAPS HIRE	EXCAVATOR HIRE - BARRINGTONIA AVENUE MAINTENANCE	1,034.00
EFT127089	03/08/2016	CR SOPHIE ANN COOKE	REIMBURSEMENT OF CHILDCARE COSTS AS PER COUNCIL ACT S.5.98	1,056.25
EFT127090	03/08/2016	CROCODILE SIGNS PTY LTD	SIGNAGE - NON POTABLE WATER SIGN WITH SWEK LOGO- WYN OVAL	50.60
EFT127091	03/08/2016	DSC CONTRACTING	MONTHLY FIRE TEST - JUNE 16 - EKRA, REPAIRS TO ALARM PHONE LINE-KNX DEPOT	396.00
EFT127092	03/08/2016	EAST KIMBERLEY HARDWARE	VARIOUS HARDWARE ITEMS - KUNUNURRA ADMIN, STAFF HOUSING	102.80
EFT127093	03/08/2016	EAST KIMBERLEY PLUMBING	REPAIRS TO LEAKING CAFÉ GLASS WASHER - EAST KIMBERLEY REGIONAL AIRPORT	195.80
EFT127094	03/08/2016	GUERINONI & SON	CONSTRUCTION OF SLAB FOR GENERATOR- KUNUNURRA ADMINISTRATION	1,542.75
EFT127095	03/08/2016	HEWLETT-PACKARD AUSTRALIA P/L	SOFTWARE LICENSE RENEWAL 01/07/2016 - 30/06/2017	4,977.94
EFT127096	03/08/2016	IBAC PLUMBING PTY LTD	PLUMBING WORKS TO BLOCKED EXALOO TOILET- KUNUNURRA	189.20
EFT127097	03/08/2016	J. CAV ELECTRICAL	LABOUR TO INSPECT EXTERIOR SPOTLIGHTS AT PETER REID HALL	241.12
EFT127098	03/08/2016	JASON SIGN MAKERS LTD	SIGNAGE - PARALLEL PARKING SIGNS - COOLIBAH DRIVE	77.00
EFT127099	03/08/2016	KUNUNURRA 4WD SPARES	SERVICE FOR P144	329.40
EFT127100	03/08/2016	KIMBERLEY KOOL REFRIGERATION	INSPECTION AND REPAIRS TO AIR CONDITIONER UNIT- KNX COUNCIL CHAMBERS	473.00
EFT127101	03/08/2016	KIMBERLEY MOTORS	FUEL COSTS JUNE 2016 - WYNDHAM DEPOT	2,750.67
EFT127102	03/08/2016	KIMBERLEY TREE SERVICES PTY LTD	TREE LOPPING AND REMOVAL OF WASTE - EKRA AND BAUHINIA STREET	5,762.50
EFT127103	03/08/2016	KUNUNURRA AGRICULTURAL SOCIETY	ANNUAL COMMUNITY GRANT - KNX SHOWGROUNDS ECONOMIC SUSTAINABILITY	5,500.00
EFT127104	03/08/2016	KUNUNURRA PEST MANAGEMENT	PEST CONTROL TREATMENT- STAFF HOUSING	250.00
EFT127105	03/08/2016	LGIS INSURANCE BROKING	INSURANCE 2016/17 - INCL. AIRPORT, LIABILITY, MOTOR VEHICLE	126,208.01
EFT127106	03/08/2016	LGIS LIABILITY	INSURANCE 2016/17 - INCL. LIABILITY, WORK CARE, BUSH FIRE CRIME	179,874.24
EFT127107	03/08/2016	LEISURE INSTITUTE OF WA AQUATICS	ENROLMENT FEES - STAFF MEMBERS - ATTEND TRAINING AS PER CONTRACT	1,020.00
EFT127108	03/08/2016	MICHAEL PAGE INTERNATIONAL P/L	PROFESSIONAL RECRUITMENT SERVICES	6,135.12
EFT127109	03/08/2016	MOORE STEPHENS PERTH	AUDIT FEES - FINAL BILLING IN RESPECT TO SYSTEMS PROCESS REVIEW	4,400.00
EFT127110	03/08/2016	ORD RIVER ELECTRICS	MAINTENANCE AND REPAIRS TO AIR CONDITIONER AT EKRA	150.79
EFT127111	03/08/2016	OFFICE NATIONAL KUNUNURRA	STATIONERY- KUNUNURRA AIRPORT	208.75

EFT127112	03/08/2016	STAFF MEMBER	REIMBURSEMENT IN ACCORDANCE WITH EMPLOYMENT CONTRACT	36.43
EFT127113	03/08/2016	SAFE KUNUNURRA	COMMUNITY QUICK GRANT- RESOURCES FOR INFORMATION SESSIONS	550.00
EFT127114	03/08/2016	TNT AUSTRALIA PTY LIMITED	FREIGHT- KUNUNURRA TO PATH WEST- HEALTH SAMPLES	666.75
EFT127115	03/08/2016	TOTAL SAFETY & FIRE SOLUTIONS	6 MONTHLY FIRE EQUIPMENT SERVICE -KUNUNURRA AND WYNDHAM AIRPORTS	4,988.50
EFT127116	03/08/2016	WYNDHAM EXCAVATIONS	PUSH UP AND COVER WYNDHAM LANDFILL - TWICE PER WEEK - APRIL TO JUNE 16	6,435.00
EFT127117	03/08/2016	WILD MANGO	CATERING FOR BRIEFING SESSION - 12/07/16	308.00
EFT127118	04/08/2016	WESTERN AUST. TREASURY CORP.	GOVERNMENT GUARANTEE FEE - LOANS - 01/06/16 - 30/06/16	21,815.54
EFT127119	05/08/2016	ATO CHILD SUPPORT AGENCY	PAYROLL DEDUCTIONS	587.60
EFT127120	05/08/2016	AUSTRALIAN SERVICES UNION	PAYROLL DEDUCTIONS	158.10
EFT127121	05/08/2016	AUSTRALIAN TAXATION OFFICE - PAYG	PAYROLL DEDUCTIONS	78,987.00
EFT127122	05/08/2016	HEALTH INSURANCE FUND OF AUST. LTD	PAYROLL DEDUCTIONS	66.25
EFT127123	05/08/2016	MAXXIA	PAYROLL DEDUCTIONS	7,101.08
EFT127124	05/08/2016	SHIRE OF WYNDHAM EAST KIMBERLEY	PAYROLL DEDUCTIONS	175.00
EFT127125	10/08/2016	ALLGEAR MOTORCYCLES	PARTS FOR P357 AND P356	340.40
EFT127126	10/08/2016	BUSHCAMP SURPLUS STORE	PROTECTIVE CLOTHING - OUTDOOR WORKFORCE KUNUNURRA	148.50
EFT127127	10/08/2016	C & S JOLLY ELECTRICS PTY LTD	LIGHTS INSPECTION - STAFF HOUSING	121.00
EFT127128	10/08/2016	CROCODILE SIGNS PTY LTD	SIGNAGE - CORE FLUTE SIGNS AT PACKSADDLE RD & SWEK LOGOS FOR P129, P224	528.00
EFT127129	10/08/2016	DSC CONTRACTING	SECURITY ALARM INSTALLATION - WYN DEPOT AND WYN ADMIN	1,457.50
EFT127130	10/08/2016	DELRON CLEANING PTY LTD	CONTRACT CLEANING - KNX ADMIN, KYC, KLC, CHANGE RMS & TOILETS KNX	14,503.24
EFT127131	10/08/2016	EK ENGINEERING	REPAIRS TO P382	275.00
EFT127132	10/08/2016	EAST KIMBERLEY HARDWARE	SPRAY PAINT - WYN REC CENTRE	58.40
EFT127133	10/08/2016	EAST KIMBERLEY PLUMBING	MONTHLY TESTING OF FIRE PUMP - KUNUNURRA AIRPORT- JULY 16	300.65
EFT127134	10/08/2016	HITACHI CONSTRUCTION MACHINERY	PARTS FOR P477	2,258.52
EFT127135	10/08/2016	IBAC PLUMBING PTY LTD	PLUMBING WORKS - LEAKAGE UNDER KITCHEN SINK- KNX ADMINISTRATION	134.20
EFT127136	10/08/2016	JSW HOLDINGS PTY LTD	SUPPLY OF LATERITE GRAVEL- WEABER PLAIN ROAD MAINTENANCE	297.00
EFT127137	10/08/2016	KIMBERLEY MARKETING	PURCHASE OF CONSUMABLES FOR RESALE - KLC, CLEANING SUPPLIES - EKRA	1,304.14
EFT127138	10/08/2016	KIMBERLEY VET CENTRE	ANIMAL CONTROL EXPENSES	40.00
EFT127139	10/08/2016	KUNUNURRA RURAL TRADERS	FIRE SAFETY CHECK AND INSTALLATION - HISTORICAL SOCIETY KUNUNURRA	52.00
EFT127140	10/08/2016	LGIS LIABILITY	INSURANCE 2016/17 - INCL. PROPERTY	236,674.33
EFT127141	10/08/2016	MCLEAN ENTERPRISES PTY LTD	FREIGHT - HITACHI TO KUNUNURRA DEPOT- PARTS FOR P477	232.24
EFT127142	10/08/2016	MCLEODS BARRISTERS AND SOLICITORS	LEGAL ADVICE - GENERAL PROCEDURE CLAIM, LEASE FOR LOTS 826 & 827	1,144.82
EFT127143	10/08/2016	METALAND KUNUNURRA	WELDING WIRE FOR P356, ALUMINIUM CHECKER PLATES FOR KNX TOURISM HOUSE	686.24
EFT127144	10/08/2016	MICHAEL PAGE INTERNATIONAL P/L	PROFESSIONAL RECRUITMENT SERVICES	2,905.10
EFT127145	10/08/2016	NORTH REGIONAL TAFE	ENROLMENT FEES - STAFF MEMBER -ATTEND TRAINING AS PER CONTRACT	361.55

EFT127146	10/08/2016	ORD FUEL SUPPLIES	BULK DIESEL - KUNUNURRA DEPOT	9,758.96
EFT127147	10/08/2016	PUMA ENERGY FUELS PTY LTD	X20LTR OF BRENNTAG AD BLUE WITH FUNNEL - P356	187.62
EFT127148	10/08/2016	SEARLE HOLDINGS (WA) PTY LTD	COOLANT AND DE-MINERALISED WATER- WYNDHAM AIRPORT	93.99
EFT127149	10/08/2016	SETON AUSTRALIA	SAFETY SIGNAGE- KUNUNURRA SWIMMING POOL	313.50
EFT127150	10/08/2016	ST JOHN AMBULANCE	FIRST AID TRAINING- STAFF MEMBERS- ATTEND TRAINING AS PER CONTRACT	747.00
EFT127151	10/08/2016	STITCHED UP EMBROIDERY SERVICES	ALTERATIONS TO STAFF UNIFORMS AND EMBROIDERY SERVICES -EKRA	270.00
EFT127152	10/08/2016	TNT AUSTRALIA PTY LIMITED	FREIGHT- KUNUNURRA TO PATH WEST- HEALTH SAMPLES	312.51
EFT127153	10/08/2016	TOLL IPEC PTY LTD	FREIGHT- SIMPLY UNIFORMS TO KUNUNURRA AIRPORT- STAFF UNIFORMS	288.40
EFT127154	10/08/2016	THINK WATER KUNUNURRA	RETICULATION FITTING- KONKERBERRY GARDENS	169.42
EFT127155	10/08/2016	TOLL EXPRESS	FREIGHT- JASON SIGN MAKERS TO KNX DEPOT - SIGNAGE	284.34
EFT127156	10/08/2016	TOWN CARAVAN PARK	ACCOM. FOR TEMPORARY STAFF MEMBER AS PER EMPLOYMENT CONTRACT	900.00
EFT127157	10/08/2016	VANDERFIELD NORTHWEST PTY LTD	REPAIRS AND PARTS FOR P356 AND P388	664.94
EFT127158	10/08/2016	WA LOCAL GOVERNMENT ASSOCIATION	REGISTRATION FEES - STAFF MEMBERS - ATTEND TRAINING AS PER CONTRACT	4,345.00
EFT127159	18/08/2016	ABCO PRODUCTS	CLEANING SUPPLIES- EAST KIMBERLEY REGIONAL AIRPORT, KNX DEPOT	2,364.28
EFT127160	18/08/2016	AMPAC DEBT RECOVERY (WA) PTY LTD	DEBT COLLECTION COMMISSIONS AND COSTS - JULY 2016	786.29
EFT127161	18/08/2016	ATO CHILD SUPPORT AGENCY	PAYROLL DEDUCTIONS	598.56
EFT127162	18/08/2016	ALL HOURS SECURITY	ALARM CALL OUT CHARGES - KUNUNURRA ADMINISTRATION	110.00
EFT127163	18/08/2016	ALLGEAR MOTORCYCLES	PARTS FOR WHIPPER SNIPPER	182.45
EFT127164	18/08/2016	AUSTRALIAN SERVICES UNION	PAYROLL DEDUCTIONS	158.10
EFT127165	18/08/2016	AUSTRALIAN TAXATION OFFICE - PAYG	PAYROLL DEDUCTIONS	80,399.00
EFT127166	18/08/2016	AUTO TOW & REPAIR	REPAIRS AND PARTS FOR P133	617.61
EFT127167	18/08/2016	BEING THERE SOLUTIONS PTY LTD	VIDEO CONFERENCING SUBSCRIPTION - AUGUST 2016	825.00
EFT127168	18/08/2016	BUSHCAMP SURPLUS STORE	PROTECTIVE CLOTHING - OUTDOOR WORKFORCE KUNUNURRA	219.45
EFT127169	18/08/2016	C & S JOLLY ELECTRICS PTY LTD	VARIOUS ELECTRICAL REPAIRS - KUNUNURRA LEISURE CENTRE, STAFF HOUSING	449.38
EFT127170	18/08/2016	CDM HYDRAULICS PTY LTD	REPAIRS TO P390, P488	1,154.67
EFT127171	18/08/2016	CENTURION TRANSPORT	FREIGHT - SUNNY SIGNS TO KUNUNURRA DEPOT - SIGNAGE	17.00
EFT127172	18/08/2016	COLAS WEST AUSTRALIA PTY LTD	RFQ 34-15/16 BITUMEN SEALING WORKS - EKRA, WYNDHAM AIRPORT & STREETS	499,551.28
EFT127173	18/08/2016	COPYRIGHT AGENCY	SUBSCRIPTION TO COPYRIGHT ACCESS FOR LOCAL GOVERNMENT 12/5/16-11/5/17	1,923.28
EFT127174	18/08/2016	DSC CONTRACTING	CABLE INSTALLATION - WYNDHAM ADMINISTRATION	1,698.29
EFT127175	18/08/2016	DAVEY TYRE & BATTERY SERVICE	REPLACEMENT TYRES, ROTATION AND DISPOSAL- P477, P129, P479	2,654.56
EFT127176	18/08/2016	STAFF MEMBER	REIMBURSEMENT IN ACCORDANCE WITH EMPLOYMENT CONTRACT	703.11
EFT127177	18/08/2016	DELRON CLEANING PTY LTD	CLEANING SUPPLIES INCL. FRESH MOUNT BREEZE BLOCKS- KLC	130.33
EFT127178	18/08/2016	DRYSDALE RIVER STATION	T05-15/16 GRADING WORKS- VARIOUS ROADS INCL. KALUMBURU ROAD	12,528.81
EFT127179	18/08/2016	EARTHWORKS TRAINING AND ASSESS.	TRAINING FOR STAFF MEMBERS AS PER EMPLOYMENT CONTRACT	600.00

EFT127180	18/08/2016	EAST KIMBERLEY HARDWARE	VARIOUS HARDWARE ITEMS - WYN DEPOT, EKRA, KNX PARKS & GARDENS	776.65
EFT127181	18/08/2016	EAST KIMBERLEY PLUMBING	REPLACEMENT SHOWER HEAD, PRESSURE SWITCH- STAFF HOUSING, EKRA	612.70
EFT127182	18/08/2016	EXPRESS VIRTUAL MEETINGS	TELECONFERENCE CHARGES -JULY 16	69.50
EFT127183	18/08/2016	GHD PTY LTD	CONSULTANCY- KUNUNURRA AIRPORT RUNWAY EXTENSION & BUSINESS CASE	5,500.00
EFT127184	18/08/2016	GOVERNMENT OF WA DEPT. OF HEALTH	ENROLMENT FEES FOR STAFF MEMBERS - ATTEND TRAINING AS PER CONTRACT	4,170.00
EFT127185	18/08/2016	GUERINONI & SON	GENERATOR HIRE - KUNUNURRA ADMINISTRATION	209.00
EFT127186	18/08/2016	HEALTH INSURANCE FUND OF AUST LTD	PAYROLL DEDUCTIONS	66.25
EFT127187	18/08/2016	IBAC PLUMBING PTY LTD	PLUMBING WORKS TO FEMALE TOILETS AT THE WYNDHAM PORT	618.18
EFT127188	18/08/2016	STAFF MEMBER	REIMBURSEMENT IN ACCORDANCE WITH EMPLOYMENT CONTRACT	80.00
EFT127189	18/08/2016	KEEPAID INTERACTIVE	PORTABLE PROJECTOR- KUNUNURRA ADMINISTRATION	1,024.10
EFT127190	18/08/2016	KIMBERLEY KOOL REFRIGERATION	MAINTENANCE - AIR CONDITIONERS - KUNUNURRA ADMINISTRATION	660.00
EFT127191	18/08/2016	KUNUNURRA HOME & GARDEN	VARIOUS HARDWARE ITEMS- KUNUNURRA DEPOT	82.50
EFT127192	18/08/2016	KUNUNURRA LAKESIDE RESORT	CATERING - FOR PROJECT SEA DRAGON BRIEFING - 10 AUGUST 2016	280.00
EFT127193	18/08/2016	KUNUNURRA RURAL TRADERS	FIRE SAFETY CHECK - KUNUNURRA ADMINISTRATION	1,963.60
EFT127194	18/08/2016	LANDGATE	MINING TENEMENTS AND GROSS RENTAL VALUATIONS - 07/05/16-03/06/2016	1,374.30
EFT127195	18/08/2016	MAXXIA	PAYROLL DEDUCTIONS	7,101.08
EFT127196	18/08/2016	MCDOWALL AFFLECK PTY LTD	RFQ26 15-16 ENGINEERING CONSULTANCY - DRAINAGE & SEAL DESIGN- EKRA	7,193.78
EFT127197	18/08/2016	NBNCO LIMITED	NETWORK EXTENSION FIBRE	1,100.00
EFT127198	18/08/2016	OFFICE NATIONAL KUNUNURRA	STATIONERY- EAST KIMBERLEY REGIONAL AIRPORT	389.55
EFT127199	18/08/2016	OLLIE'S IRRIGATION & PLUMBING	RETICULATION FITTINGS - KUNUNURRA PARKS AND GARDENS	481.82
EFT127200	18/08/2016	ORD AGRICULTURAL EQUIPMENT	SERVICE FOR P382	1,881.92
EFT127201	18/08/2016	PIVOTEL	SATELLITE PHONE CHARGES JUNE 16	65.99
EFT127202	18/08/2016	STAFF MEMBER	REIMBURSEMENT IN ACCORDANCE WITH EMPLOYMENT CONTRACT	170.55
EFT127203	18/08/2016	SHIRE OF WYNDHAM EAST KIMBERLEY	PAYROLL DEDUCTIONS	135.00
EFT127204	18/08/2016	SIMPLY UNIFORMS	STAFF UNIFORMS - KUNUNURRA ADMINISTRATION	945.63
EFT127205	18/08/2016	SPIZVAC MARKETING PTY LTD	X4 MEGATOY SWING BRACKETS - GREGORII PARK	709.50
EFT127206	18/08/2016	THINK WATER KUNUNURRA	RETICULATION FITTINGS - KUNUNURRA AND WYNDHAM PARKS AND GARDENS	377.04
EFT127207	18/08/2016	TOLL EXPRESS	FREIGHT - ABCO PRODUCTS TO KUNUNURRA DEPOT- X1 PALLET	1,176.15
EFT127208	18/08/2016	TYREPLUS KUNUNURRA	REPLACEMENT TYRE - P135	480.00
EFT127209	18/08/2016	VANDERFIELD NORTHWEST PTY LTD	REPLACEMENT BLADES FOR MOWER AND PARTS FOR P128	527.48
EFT127210	18/08/2016	WALKABOUT SOUVENIRS	REPLACEMENT PLAQUE FOR CELEBRITY TREE PARK - WARREN JOHNSON	35.00
EFT127211	18/08/2016	WESTRAC EQUIPMENT PTY LTD	REPLACEMENT WINDOW GLASS FOR P390	1,782.30
EFT127212	18/08/2016	WARINGARRI MEDIA ABORIGINAL CORP.	RADIO ADVERTISING- DRAFT 4 YEAR CORPORATE BUSINESS PLAN & 16/17 BUDGET	1,421.20
EFT127213	24/08/2016	WYNDHAM TURF CLUB	COMMUNITY QUICK GRANT FOR WYN TURF CLUB - 130TH WYNDHAM RACE ROUND	550.00

EFT127214	24/08/2016	AMPAC DEBT RECOVERY (WA) PTY LTD	DEBT COLLECTION COMMISSIONS AND COSTS - JULY 2016	8,480.76
EFT127215	24/08/2016	ARGYLE ENGINEERING	REPAIRS TO MAIN LINE ON MESSMATE WAY	1,161.60
EFT127216	24/08/2016	AUSTRALIAN TAXATION OFFICE	BAS JULY 2016	11,033.00
EFT127217	24/08/2016	AUTO TOW & REPAIR	PARTS TO FIT EXHAUST EXTENSION TO BUILDING GENERATOR - KNX ADMIN	842.06
EFT127218	24/08/2016	BEST IT & BUSINESS SOLUTIONS PTY LTD	PRINTING COSTS - KUNUNURRA AND WYNDHAM ADMIN - JULY 16	2,049.47
EFT127219	24/08/2016	CAMPING, CLOTHING & RURAL SUPPLY	ANIMAL CONTROL EXPENSES	30.00
EFT127220	24/08/2016	CODESWITCH PTY LTD	EVALUATION OF TAKEAWAY ALCOHOL SYSTEM PROGRAM	3,300.00
EFT127221	24/08/2016	DSC CONTRACTING	ALARM CALL OUT CHARGES - KNX DEPOT	60.50
EFT127222	24/08/2016	DAVEY TYRE & BATTERY SERVICE	REPLACEMENT BATTERY FOR P223	146.00
EFT127223	24/08/2016	EK ENGINEERING	INSTALLATION, DRAWINGS & EXTENSION OF KUNUNURRA POUND	12,420.10
EFT127224	24/08/2016	EAST KIMBERLEY HARDWARE	VARIOUS HARDWARE ITEMS- P356, STAFF HOUSING AND KUNUNURRA DEPOT	94.50
EFT127225	24/08/2016	FLAMETREE NURSERY	SUPPLY OF PLANTS FOR COOLIBAH DRIVE PARKS AND GARDENS, STAFF HOUSING	98.01
EFT127226	24/08/2016	FRANMOR CONSTRUCTIONS PTY LTD	REPLACE BROKEN SLIDE DOOR WITH POLYCARBONATE SHEETING- WYN REC CENTRE	580.44
EFT127227	24/08/2016	FRONTIER POST & NEWS	POSTAGE AND NEWSPAPER PURCHASES - WYNDHAM ADMINISTRATION	117.05
EFT127228	24/08/2016	IBIS STYLES	ACCOMMODATION FOR WALGA LOCAL RECOVERY TRAINER 15/08/16-17/08/16	286.00
EFT127229	24/08/2016	IXOM OPERATIONS PTY LTD	STORAGE AND HANDLING OF CHLORINE - KUNUNURRA AND WYNDHAM POOLS	427.96
EFT127230	24/08/2016	KIMBERLEY KOOL REFRIGERATION	MAINTENANCE- AIR CONDITIONER AT KUNUNURRA ADMINISTRATION	132.00
EFT127231	24/08/2016	KIMBERLEY MARKETING	PURCHASE OF CONSUMABLES FOR RESALE	881.21
EFT127232	24/08/2016	KUNUNURRA HOME & GARDEN	PAINT, CURTAIN RINGS & GAS BOTTLE- WYN POOL, STAFF HOUSING, SWIM BEACH	309.00
EFT127233	24/08/2016	LANDGATE	GROSS RENTAL VALUATIONS AND MINING TENEMENTS- JUNE 2016	1,671.51
EFT127234	24/08/2016	MARKETFORCE PTY LTD	ADVERTISING - BLACKSPOT WORKS, CARPARK LIGHTING& CONSULTANCY SERVICES	5,707.33
EFT127235	24/08/2016	METALAND KUNUNURRA	SUPPLY OF MESH AND WELDING MASK- KYC, KNX DEPOT	250.34
EFT127236	24/08/2016	MICHAEL PAGE INTERNATIONAL P/L	PROFESSIONAL RECRUITMENT SERVICES	3,019.78
EFT127237	24/08/2016	ORD RIVER ELECTRICS	KLC LIGHT UPGRADE	1,325.50
EFT127238	24/08/2016	OLLIE'S IRRIGATION	RETICULATION FITTINGS AND SPRINKLERS - KUNUNURRA PARKS AND GARDENS	1,970.76
EFT127239	24/08/2016	ORD FUEL SUPPLIES	BULK DIESEL - KUNUNURRA DEPOT	8,382.62
EFT127240	24/08/2016	PUMPLINE PTY LTD	SUPPLY OF RAC 5 SPRAY TIP FOR LINE MARKING - EKRA	617.10
EFT127241	24/08/2016	THE RUSTY SHED CAFE	CATERING - SCHOOL HOLIDAY LUNCHESES FOR WYN CRC ACTIVITIES	547.50
EFT127242	24/08/2016	TOLL EXPRESS	FREIGHT- STATE LIBRARY OF PERTH TO WYNDHAM LIBRARY - BOOKS AND DVDS	136.76
EFT127243	24/08/2016	TOX FREE AUSTRALIA PTY LTD	T04 13/14 REFUSE & LITTER COLLECTION, STREET SWEEPING - KNX & WYN – JUL 16	103,375.18
EFT127244	24/08/2016	WEST BOOKS	JULY 2016 BOOK ORDER - KUNUNURRA LIBRARY	21.48
EFT127245	24/08/2016	WEST AUSTRALIAN NEWSPAPERS LTD	ADVERTISING - RECRUITMENT, SWEK NEWS - JULY 16	1,841.83
EFT127246	24/08/2016	WESTERN AUST. TREASURY CORP.	LOAN REPAYMENT	73,399.63
<b>TOTAL MUNICIPAL EFT PAYMENTS</b>				<b>1,654,294.01</b>

CHQ/EFT	DATE	NAME	DESCRIPTION	AMOUNT
51390	03/08/2016	DEPARTMENT OF TRANSPORT	COMMUNITY JETTY LICENCE RENEWAL	39.10
51391	03/08/2016	DEPARTMENT OF TRANSPORT	REGISTRATION - P117, P120	742.70
51392	03/08/2016	HORIZON POWER	ELEC.INCL.AIR SERVICES HUB, CELEBRITY TREE PK, KNX LANDFILL 11/6/16-11/7/16	2,802.35
51393	03/08/2016	TELSTRA	EXECUTIVE BROADBAND SERVICE - 08 JUNE - 07 JULY16	100.03
51394	03/08/2016	WATER CORPORATION	WATER USE & SERV.CHARGES - EKRA, HISTORICAL SOCIETY, KNX ADMIN MAY-JUL 16	6,841.92
51395	10/08/2016	HORIZON POWER	ELEC.INCL. KNX ADMIN, MESSMATE PUMP, KNX&WYN OVAL LIGHTS 24/6 - 26/7/16	12,445.68
51396	10/08/2016	WATER CORPORATION	PARKS AND GARDENS, WYN POOL, KNX SPORTS OVAL 25/05/2016-25/07/2016	19,990.25
51397	18/08/2016	CASH - PETTY CASH KNX AIRPORT	PETTY CASH REIMBURSEMENT - EAST KIMBERLEY REGIONAL AIRPORT	87.75
51398	18/08/2016	CASH - PETTY CASH KNX DEPOT	PETTY CASH REIMBURSEMENT - KUNUNURRA DEPOT	197.35
51399	18/08/2016	COMMISSIONER OF POLICE	ANNUAL FIREARMS LICENSE 2016/2017	122.00
51400	18/08/2016	DEPARTMENT OF TRANSPORT	REGISTRATION FOR P141, P134, P129	1,101.10
51401	18/08/2016	HORIZON POWER	ELEC.INCL. WYNDHAM AIRPORT- 26/05/2016-26/07/2016	516.80
51402	18/08/2016	TELSTRA	LANDLINE PHONE COSTS - JULY 2016	7,816.97
51403	18/08/2016	WATER CORPORATION	WATER USE & SERV.CHARGES - KUNUNURRA AIRPORT24/05/2016-26/07/2016	841.25
51404	24/08/2016	CASH - PETTY CASH KNX DEPOT	PETTY CASH REIMBURSEMENT - KUNUNURRA DEPOT	96.05
51405	24/08/2016	DEPARTMENT OF TRANSPORT	COMMUNITY JETTY LICENCE RENEWAL	39.10
51406	24/08/2016	DEPARTMENT OF TRANSPORT	REGISTRATION - P121	358.40
51407	24/08/2016	HORIZON POWER	ELEC.INCL. WYN ADMIN, STREET LIGHTING, KLC POOL 24/06/2016-26/07/2016	36,538.90
51408	24/08/2016	TELSTRA	LANDLINE AND MOBILE PHONE COSTS JULY 2016	2,553.98
<b>TOTAL MUNICIPAL CHEQUE PAYMENTS</b>				<b>93,231.68</b>

CHQ/EFT	DATE	NAME	DESCRIPTION	AMOUNT
912	03/08/2016	TONY FITZGERALD	KEY BOND & HIRE BOND FOR PETER REID HALL ON 15/12/2014	520.00
913	15/08/2016	BUILDING & CONST. INDUSTRY FUND	BCITF COLLECTIONS FOR JULY 2016	949.83
914	15/08/2016	SHIRE OF WYNDHAM EAST KIMBERLEY	BCITF COMMISSIONS FOR JULY 2016	33.00
915	15/08/2016	SHIRE OF WYNDHAM EAST KIMBERLEY	BSL COMMISSION FOR JULY 2016	25.00
916	15/08/2016	WA DEPT. OF COMMERCE	BSL COLLECTIONS FOR JULY 2016	426.72
917	18/08/2016	EVELYN SEMENS	BOND REFUND - 130TH CELEBRATIONS CAR TREK	500.00
918	18/08/2016	FREDERICK CAMPBELL	BOND REFUND - PRMH HIRE	250.00
919	18/08/2016	HAMISH SUTHERLAND	KERB BOND REFUND - BP 016/2016	694.70
920	18/08/2016	KUNUNURRA BAPTIST FELLOWSHIP	BOND REFUND - HIRE TENNIS COURTS	500.00
921	18/08/2016	SILCKAH LITTLE	BOND REFUND - PRMH HIRE	1,050.00

922	18/08/2016	KGC ENTERPRISES	KERB BOND REFUND - BP 071/2015	579.30
923	18/08/2016	KNX CONG. OF JEHOVAH'S WITNESSES	BOND REFUND - CHAIR HIRE	500.00
924	18/08/2016	RALF MUELLER	KERB BOND REFUND - DP 007/2015	694.70
925		CANCELLED	CANCELLED	
926	24/08/2016	ONE TREE COMMUNITY SERVICES	BOND REFUND - 50C KOOLAMA STREET WYNDHAM	1,000.00
<b>TOTAL TRUST PAYMENTS</b>				<b>7,723.25</b>

CHQ/EFT	DATE	NAME	DESCRIPTION	AMOUNT
501221	03/08/2016	TRUST DPI CLEARING	TRANSPORT CLEARING 03/08/16	400.30
501222	04/08/2016	TRUST DPI CLEARING	TRANSPORT CLEARING 04/08/16	458.80
501223	05/08/2016	TRUST DPI CLEARING	TRANSPORT CLEARING 05/08/16	517.80
501224	08/08/2016	TRUST DPI CLEARING	TRANSPORT CLEARING 08/08/16	54.70
501225	09/08/2016	TRUST DPI CLEARING	TRANSPORT CLEARING 09/08/16	797.40
501226	10/08/2016	TRUST DPI CLEARING	TRANSPORT CLEARING 10/08/16	137.55
501227	11/08/2016	TRUST DPI CLEARING	TRANSPORT CLEARING 11/08/16	567.85
501228	12/08/2016	TRUST DPI CLEARING	TRANSPORT CLEARING 12/08/16	456.30
501229	15/08/2016	TRUST DPI CLEARING	TRANSPORT CLEARING 15/08/16	731.85
501230	17/08/2016	TRUST DPI CLEARING	TRANSPORT CLEARING 17/08/16	62.70
501231	19/08/2016	TRUST DPI CLEARING	TRANSPORT CLEARING 19/08/16	1,887.40
501232	22/08/2016	TRUST DPI CLEARING	TRANSPORT CLEARING 22/08/16	474.80
501233	24/08/2016	TRUST DPI CLEARING	TRANSPORT CLEARING 24/08/16	892.50
501234	25/08/2016	TRUST DPI CLEARING	TRANSPORT CLEARING 25/08/16	171.45
501235	31/08/2016	TRUST DPI CLEARING	TRANSPORT CLEARING 31/08/16	381.80
501236	29/08/2016	TRUST DPI CLEARING	TRANSPORT CLEARING 29/08/16	136.85
501237	26/08/2016	TRUST DPI CLEARING	TRANSPORT CLEARING 26/08/16	418.75
501238	01/08/2016	TRUST DPI CLEARING	TRANSPORT CLEARING 01/08/16	756.40
<b>TOTAL DIRECT DEBIT TRANSPORT PAYMENTS</b>				<b>9,305.20</b>

CHQ/EFT	DATE	NAME	DESCRIPTION	AMOUNT
	3/08/2016	PAYROLL	PAYROLL	227,008.06
	17/08/2016	PAYROLL	PAYROLL	231,163.88
	25/08/2016	PAYROLL	PAYROLL	4,909.59
	26/08/2016	PAYROLL	PAYROLL	4,247.16

26/08/2016	PAYROLL	PAYROLL	4,043.32
29/08/2016	PAYROLL	PAYROLL	9,703.41
31/08/2016	PAYROLL	PAYROLL	237,302.70
<b>TOTAL PAYROLL PAYMENTS</b>			<b>718,378.12</b>

CHQ/EFT	DATE	NAME	DESCRIPTION	AMOUNT
	01/08/2016	NATIONAL AUSTRALIA BANK	BPAY FEES	70.58
	01/08/2016	BANKWEST	EFTPOS FEES	720.62
	01/08/2016	BANKWEST	BANK FEES	205.40
	08/08/2016	BANKWEST	BANK FEES	60.00
	16/08/2016	BANKWEST	BANK FEES	4.50
	05/08/2016	CLICK SUPER	EMPLOYEE SUPERANNUATION CONTRIBUTIONS	41,717.22
	18/08/2016	BANKWEST	PERIODICAL PAYMENT TO MASTERCARD*	12,745.01
	22/08/2016	WRIGHT EXPRESS AUSTRALIA	PUMA FUEL CARDS JULY 2016	440.87
<b>TOTAL DIRECT DEBIT PAYMENTS</b>			<b>55,964.20</b>	

**\*DETAILS OF MASTERCARD TRANSACTIONS INCLUDED IN DIRECT DEBIT 18/08/2016**

CHQ/EFT	DATE	NAME	DESCRIPTION	AMOUNT
	1/07/2016	FUSION BROADBAND	BROADBAND - WYNDHAM ADMINISTRATION OFFICE	177.65
	1/07/2016	QBE INSURANCE AUSTRALIA	TRAVEL INSURANCE FOR TEMPORARY STAFF MEMBER AS PER CONTRACT	12.00
	2/07/2016	SURVEY MONKEY	SUBSCRIPTION RENEWAL CHARGE	24.00
	2/07/2016	QANTAS AIRWAYS LIMITED	FLIGHTS FOR TEMPORARY STAFF MEMBER AS PER EMPLOYMENT CONTRACT	1,104.24
	3/07/2016	SPINIFEX HOTEL	MEALS - STAFF MEMBER- ATTEND KIMBERLEY ZONE MEETING 04/07/16-05/07/16	120.00
	05/07/2016	DEPARTMENT OF COMMERCE	RENEWAL OF REGISTERED BUILDING SURVEYING PRACTITIONER	868.00
	05/07/2016	COVER MORE INSURANCE	TRAVEL INSURANCE FOR STAFF MEMBER AS PER EMPLOYMENT CONTRACT	13.95
	5/07/2016	ADOBE SYSTEMS SOFTWARE	SOFTWARE FOR WYNDHAM RECREATION CENTRE	1,259.64
	05/07/2016	ANH NGUYEN AND PHUC	CATERING FOR COUNCIL BRIEFING SESSION 5/07/2016	222.00
	05/07/2016	VIRGIN	FLIGHTS BME - PER 06/07/2016 STAFF MEMBER RETURN FROM ZONE MEETING	346.70
	06/07/2016	QANTAS AIRWAYS LIMITED	FLIGHTS PER-KNX 21/07/16 - STAFF MEMBERS- ATTEND TRAINING	1,576.90
	06/07/2016	VIRGIN	FLIGHTS KNX - PER 17/07/16 - STAFF MEMBER- ATTEND TRAINING	776.70
	06/07/2016	VIRGIN	FLIGHTS KNX - PER 17/07/16 - STAFF MEMBER- ATTEND TRAINING	776.70
	6/07/2016	A2K TECHNOLOGIES	AUTOCAD SUBSCRIPTION RENEWAL 14/08/16-13/08/2017	1,413.32
	6/07/2016	BP BROOME	FUEL FOR HIRE CAR - DERBY ZONE MEETING 4/07/16 - 05/07/16	75.24

07/07/2016	RIPE MATERNITY	STAFF UNIFORMS – KUNUNURRA ADMINISTRATION	194.85
8/07/2016	I TALK TRAVEL	FLIGHTS MEL-KNX-MEL 31/8/16-6/9/16 AUTHOR - 2016 KIM. WRITERS FESTIVAL	1,149.00
8/07/2016	I TALK TRAVEL	FLIGHTS DWN-KNX-DWN 1/9/16-5/9/16 AUTHOR - 2016 KIM. WRITERS FESTIVAL	448.00
8/07/2016	COVER MORE INSURANCE	TRAVEL INSURANCE FOR TEMPORARY STAFF MEMBER AS PER CONTRACT	13.95
08/07/2016	QANTAS AIRWAYS LIMITED	RETURN FLIGHTS KNX-CNBR-KNX 18/11/16-STAFF MEMBER-ATTEND TRAINING	791.19
08/07/2016	VIRGIN	RETURN FLIGHTS KNX-PER-KNX 19/08/16 -STAFF MEMBER-ATTEND TRAINING	765.70
9/07/2016	VIRGIN	FLIGHTS FOR TEMPORARY STAFF MEMBER AS PER EMPLOYMENT CONTRACT	386.70
09/07/2016	QANTAS AIRWAYS LIMITED	FLIGHTS PER - KNX-PER 27/9/16 - CONSULTANT FOR CEO'S PERFORMANCE REVIEW	990.95
12/07/2016	COVER MORE INSURANCE	TRAVEL INSURANCE FOR STAFF MEMBER AS PER EMPLOYMENT CONTRACT	13.95
12/07/2016	INTERNAL TRANSFER	TRANSFER FROM MUNICIPAL ACCOUNT TO CREDIT CARD ACCOUNT	- 5,921.74
12/07/2016	AIR NORTH	FARE AMENDMENT FEES	10.11
12/07/2016	AIR NORTH	FLIGHTS KNX-TOWNSVILLE 30/07/16- STAFF MEMBER- ATTEND TRAINING	402.99
12/07/2016	DEPARTMENT OF HEALTH WA	ENROLMENT FEES -STAFF MEMBER AS PER EMPLOYMENT CONTRACT	4,170.00
13/07/2016	QANTAS AIRWAYS LIMITED	FLIGHTS KNX - PER 17/08/16 - STAFF MEMBERS- ATTEND TRAINING	630.56
13/07/2016	VIRGIN AU7952131754947	FLIGHTS PER-KNX 15/08/16 - STAFF MEMBERS- ATTEND TRAINING	386.70
13/07/2016	AUSSIE POS SYSTEMS	X3 SCANNERS - KUNUNURRA LEISURE CENTRE AND WYN POOL	907.00
13/07/2016	QANTAS AIRWAYS LIMITED	FLIGHTS TOWNSVILLE - PER 06/08/16 - STAFF MEMBER - ATTEND TRAINING	405.98
14/07/2016	MESSAGE MEDIA	SERVER SMS ALERT NOTIFICATION SERVICE	6.47
14/07/2016	PENSIONE HOTEL PERTH	ACCOMMODATION - STAFF MEMBER - ATTEND TRAINING 22/08/16 - 24/08/2016	313.64
14/07/2016	QANTAS GROUP HOTELS	ACCOMMODATION - STAFF MEMBER - ATTEND TRAINING 29/07/16- 06/08/16	1,058.00
20/07/2016	VIRTUNET PTY LTD	SOFTWARE LICENSING SUBSCRIPTION - KUNUNURRA ICT	450.93
21/07/2016	OFFICE NATIONAL KUNUNURRA	STATIONERY FOR KUNUNURRA LANDFILL	41.50
21/07/2016	AUTOPRO KUNUNURRA	PLIERS FOR ICT TOOL KIT - KUNUNURRA ADMINISTRATION	46.50
21/07/2016	AUTO ONE KUNUNURRA	BATTERY CHARGER FOR GENERATOR- KUNUNURRA ADMINISTRATION	89.95
21/07/2016	CIVIL AVIATION SAFETY AUTHORITY	ENROLMENT FEES-STAFF MEMBER AS PER CONTRACT	50.00
21/07/2016	SEASONS OF PERTH	ACCOMMODATION - STAFF MEMBER - ATTEND TRAINING 17/07/16-21/07/16	602.00
22/07/2016	QANTAS AIRWAYS LIMITED	FLIGHTS PER - KNX 08/08/16- STAFF MEMBER- RETURN FROM LG WEEK	577.92
22/07/2016	VIRGIN	FLIGHTS KNX -PER 12/8/16 -STAFF MEMBER- ATTEND REGIONAL GROWTH MEETING	127.70
23/07/2016	VIRGIN	FLIGHTS PER - KNX 29/8/16 -STAFF MEMBER- RETURN FROM REGIONAL MEETING	386.70
25/07/2016	INTERNAL TRANSFER	TRANSFER FROM MUNICIPAL ACCOUNT TO CREDIT CARD ACCOUNT	- 5,000.00
25/07/2016	MERCURE DARWIN AIRPORT RESORT	ACCOMMODATION - STAFF MEMBER - ATTEND TRAINING 28/07/2016-29/07/2016	173.99
25/07/2016	INTERNAL TRANSFER	TRANSFER FROM MUNICIPAL ACCOUNT TO CREDIT CARD ACCOUNT	- 2,651.97
26/07/2016	QANTAS AIRWAYS LIMITED	FLIGHTS PER-KNX 25/08/2016- STAFF MEMBER- ATTEND TRAINING	525.29
26/07/2016	COLES	REFRESHMENTS FOR COUNCIL MEETINGS	119.84

26/07/2016	QANTAS AIRWAYS LIMITED	FLIGHTS PER -KNX 17/08/16 - ELECTED MEMBER - ATTEND REGIONAL MEETING	577.92
26/07/2016	VIRGIN	FLIGHTS- KNX - PER 14/08/16 - ELECTED MEMBER - ATTEND REGIONAL MEETING	696.70
28/07/2016	ANNUAL FEE	ANNUAL CREDIT CARD FEE	39.00
<b>TOTAL MASTERCARD PAYMENTS</b>			<b><u>12,745.01</u></b>

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8 5 H9.	5 October 2016
5I H<CF.	Paul Bawden, East Kimberley Regional Airport Manager
F9GDCBG-6 @`C: : =79F.	David Klye, Director Infrastructure
: =@`BC.	TT.15.4
8-G7 @CGI F9`C: `BH9F9GHG.	Nil

**JCHB; `F9EI =F9A9BH**

Simple Majority

**C: : =79F=BF97CAA9B85HCB**

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## DI FDCG9

The purpose of this report is to establish a new fee that provides improved access to short term use of space within the Hangar at Wyndham Airport.

## B5HI F9'C: '7 CI B7 =@B'FC @ -B'H<9'A5HH9F

Facilitator - bring stakeholders together

Provider - provide physical infrastructure and essential services

## 6 5 7 ?; FCI B8 #DF9J -CI G'7 CBG=89F5 HCBG'6 M7 CI B7 =@

The Shire during 2015 sought via tender to achieve a long-term lease for the then vacant Hangar at Wyndham Airport. Advertising generated only limited interest and the Council subsequently resolved at the Ordinary Council Meeting held on 20 July 2015:

## COUNCIL DECISION

**Minute No. 11031**

**Moved: Cr G Taylor**

**Seconded: Cr D Learbuch**

**That Council;**

- 1. Reject all tenders, and**
- 2. Authorise the Chief Executive Officer to negotiate with the tenderer and to execute a lease on behalf of the Shire for all or part of the Airport Hangar at Wyndham Airport for an amount that represents a reasonable return to the Shire in accordance with the confidential tender assessment report.**

**Carried unanimously 8/0**

**GH5 HI HCFM-AD@7 5 HCBG**

The *Local Government Act 1995* Sections 6.16, 6.17 & 6.19 applies to this report.

**DC @7 M-AD@7 5 HCBG**

There are no policy implications however all leases need to be implemented within the Shires risk and probity framework.

**: -B5 B7 -5 @-AD@7 5 HCBG**

Income achieved through the fee can support the asset management of the Hangar Building and overall return from the Wyndham Airport.

**GHF 5 H9; -7 -AD@7 5 HCBG**

*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: Assets are appropriate for their intended purpose and factor in whole of life costing and maintenance

Objective 3.4: Enhancement of community facilities

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

Strategy 3.4.3: Ensure Shire facilities are planned and managed to meet community needs

**F-G? -AD@7 5 HCBG**

**F]g\_.**

Inability to deliver levels of service expected by the community.

**7 cblfc`.**

Develop agreed standards of service and communicate with the community.

**F]g\_.**

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

**7 cblfc`.**

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

**7CAAI B-IM9B; 5; 9A9BH**

Community Engagement will occur in the form of public notification in accordance with the *Local Government Act 1995* for new or revised Fees and Charges.

## **7CAA9BHG**

Council's decision at its Meeting of 20 July 2015 resulted in 100m<sup>2</sup> (some 20%) of the Hangar being leased for a period of three years with an option for a further three years. This is providing an annual return of \$2,400 that includes rental and rates.

There has been some subsequent interest in leasing space in the Hangar however the parties have only sought short term tenancies that in part could not be achieved due to the time needed to undertake a tender process.

The encouragement of increased aviation related activity and income from the Wyndham Airport is important to support both asset management and economic development of the town.

The proposed fee is a proactive approach following enquiries from two parties seeking short term use of hangar space. It is expected that the proposed fee will increase use of the Hangar Building and facilitate activities requiring short term and more immediate use than can occur under a formal tender/lease process. The fee is proposed to be based on the following criteria:

- Period: Multiples of monthly periods up to 24 months beyond which a formal lease would be sought.
- Area: Minimum of 100m<sup>2</sup>.
- Cost: \$4.00 per m<sup>2</sup> per month (approximately twice that for longer term lease reflecting establishment costs and short term availability)
- A contribution utility use is factored into the proposed fee
- A security deposit equal to two month's hangar use is proposed that will be held by the Shire.

## **5HH57 < A9BHG**

Attachment 1 - Wyndham Hangar Plan with area currently leased.



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8 5 H9.	5 October 2016
5I H<CF.	David Klye, Director Infrastructure
F9GDCBG-6 @`C: : =79F.	David Klye, Director Infrastructure
5 GG9 GGA 9 BH`BC.	N/A
: =@`BC.	CM.11.2
8 =G7 @CGI F9`C: `BH9F9GHG.	Nil

JCHB; `F9EI =F9A9BH

Simple Majority

C: : =79F=BF97CAA9B85H=CB

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Carried 1/0

DI FDCG9

To clarify maintenance responsibility for crossovers in Council's policy CP/OPS - 3653  
Vehicle Crossover Subsidy in line with the previous policy.

**B5 HI F9 C: 7 CI B7 =@6 FC @ -B H<9 A5 HH9 F**

Leader - plan and provide direction through policy and practices

**6 5 7 ?; F CI B8 #DF9 J=C I G 7 CBG=8 9 F5 HCBG 6 M7 CI B7 =@7 CAA =H9 9**

Council at it August 2015 meeting resolved as follows;

**COUNCIL DECISION**

**Minute No. 11067**

**Moved: Cr B Robinson**

**Seconded: Cr D Learbuch**

- 1. Rescinds, policy E2 Crossovers,**
- 2. Adopts draft policy draft policy CP/OPS -3653 Vehicle Crossover Subsidy as per Attachment 1.**

**Carried Unanimously 8/0**

**GH5 HI HCFM=AD@7 5 HCBG**

The *Local Government Act 1995* Section 3.1 and the *Main Roads Act 1930* Section 24 applies to this item.

**DC @7 M=AD@7 5 HCBG**

The proposal establishes Council's policy position in relation to security deposits to be deposited with the Shire by developers in order to protect the Shire's infrastructure assets.

**: =B5 B7 =5 @=AD@7 5 HCBG**

There are no direct additional financial implications in adopting the proposed policy clarification.

**GHF 5 H9; =7 =AD@7 5 HCBG**

*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: Assets 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

**F-G? AD@7 5 HCBG**

**F]g\_.**

Inability to deliver levels of service expected by the community.

**7 cbfbc`.**

Develop agreed standards of service and communicate with the community.

**F]g\_.**

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

**7 cbfbc`.**

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

**7 CAAI B+M9B; 5; 9A9BH**

No community engagement is required.

**7 CAA9BHG**

This item seeks to review Council's policy CP/OPS - 3653 Vehicle Crossover Subsidy to clarify the responsibility for maintenance of crossovers in line with the previous policy. A copy of the previous policy is attached as Attachment 1 - E2 Crossovers . Note Section 2 Crossover Maintenance of the E2 Crossover policy.

It is proposed to amend the current policy (attached as Attachment 2 - CP/OPS - 3653 Vehicle Crossover Subsidy) to include Section 2 Crossover Maintenance taken directly from the previous policy E2 Crossovers.

The proposed amended policy is attached as Attachment 3 - Amended CP/OPS - 3653 Vehicle Crossover Subsidy.

**5 HH57 < A9BHG**

Attachment 1 - E2 Crossovers

Attachment 2 - CP/OPS - 3653 Vehicle Crossover Subsidy

Attachment 3 - Amended CP/OPS - 3653 Vehicle Crossover Subsidy



*Shire of Wyndham East Kimberley*  
*Council Policy Manual*  
*E2*

<b>POLICY No:</b>	E2
<b>DIVISION:</b>	Engineering
<b>SUBJECT:</b>	Crossovers
<b>REPORTING OFFICER:</b>	Executive Manager Engineering and Development Services
<b>ENABLING LEGISLATION:</b>	Local Government Act 1995 Schedule 9.1 Clause 7. Local Government (Uniform Local Provisions) Regulations 1996 - Regulations 12 to 16

**OBJECTIVE:**

To provide landowners with adequate access to their property.

**POLICY:**

**1. CROSSOVER CONSTRUCTION**

The following standards set by Council are to be used for future Council work and for developers wishing to subdivide and develop land.

**Standards:**

<b>Residential</b>	<b>Maximum Number</b>	<b>Council Contribution</b>
3m Wide Concrete Minimum 6m Wide Concrete Maximum	2 Total Width 10m	50% of the cost of a standard 3m Concrete Crossover for the first crossover only.

**Rural:**

8m wide 300mm Diameter steel pipe minimum or wider if required.	No Limit	Nil (Cost to Developer)
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2. **CROSSOVER MAINTENANCE**

The repair, maintenance and replacement of crossovers shall be the responsibility of the adjoining landowner served by the crossover.

**ADOPTED: 20 July 2004**

**REVIEWED:**

**AMENDED:**



POLICY NO	CP/OPS-3653	
POLICY	Vehicle Crossover Subsidy	
RESPONSIBLE DIRECTORATE	Infrastructure	
RESPONSIBLE OFFICER	Director Infrastructure	
COUNCIL ADOPTION	Date: 25 August 2015	Resolution No: 11067
REVIEWED/MODIFIED	Date:	Resolution No:
	Date:	Resolution No:
REVIEW DUE	August 2018	
LEGISLATION	Local Government Act 1995, Section 3.1 Local Government (Uniform Local Provisions) Regulations 1996 Sections 15(1) and 15(2)	
RELATED POLICIES	Nil	
RELATED ORGANISATIONAL DIRECTIVES	AP/OPS-4642 Vehicle Crossover Specification	

#### DI FDCG9.

This policy provides guidelines on the requirements for eligibility of an application for a Shire subsidy for the construction of crossovers.

#### 89: -B-H-CBG.

**7 fcggcj Yf** means a vehicular carriageway constructed between a road formation and the front boundary of a property.

**7 fcggcj Yf' Gi Vg]Xm** is an amount determined by Council in accordance with *Local Government (Uniform Local Provisions) Regulations 1996 Sections 15(1) and 15(2)*. The crossover subsidy is payable to property owners for the satisfactory completion of a crossover in accordance with this policy.

#### DC @7 MGH5 H9 A 9 BHG.

1. The first Crossover only constructed between a carriageway and a front property boundary only may be eligible for a Shire crossover subsidy.
2. The subsidy payable for a crossover shall be to the value determined by Council in accordance with *Local Government (Uniform Local Provisions) Regulations 1996 Sections 15(1) and 15(2)* and as published in the Shire's Schedule of Fees.
3. Applications for the subsidy will be considered following submission to Shire Administration of a completed application on the 'Application Form – Crossover Subsidy'.
4. Applications will be considered by Shire administration and maybe accepted, accepted with conditions, amended or refused. Following determination applicants will be advised accordingly.

5. To be eligible for a crossover subsidy the crossover must be constructed in accordance with Council's current crossover construction specification or to a standard which in the opinion of the Chief Executive Officer is superior to that standard.
6. The subsidy does not apply to repairs, maintenance or reconstruction of existing crossovers.
7. A single new crossover to private properties is eligible for a Shire subsidy subject to the proponent gaining prior written approval. One Crossover Subsidy is available per property title.
8. A single (or one one-way in or one one-way out) new crossover to commercial properties is eligible for a Shire subsidy subject to the proponent gaining prior written approval. One Crossover subsidy is available per property title.
9. If in the Shire's opinion, the construction of the crossover has resulted in damage to any of the Shire's assets such as the roadway surface or pavement, kerb, footpath, verges, signage, vegetation or the like, the Shire may order the applicant to effect repairs. If the applicant fails to repair the damage within the time stipulated by the notice, The Shire may do so and all costs, including administrative costs and administrative on costs will be payable by the applicant and maybe deducted from any subsidy.
10. Should the crossover be required to traverse a drain, the applicant shall install a culvert as specified on the approval.
11. In order to be eligible for the subsidy the crossover works shall be inspected and approved in writing by the Shire. The minimum inspections required are;
  - 1) immediately prior to pouring concrete, and
  - 2) following completion of the works.

The cost of the first each of these two inspections only is met by the Shire. If additional inspections are required because the works failed to meet the specifications, these will be at cost to the applicant in accordance with Council's Schedule of Fees and Charges.

12. The Shire shall be given not less than 24 hours prior notice of the time for which inspections are requested. The request must be directed to the officer nominated on the approval. Inspections will normally be limited to the Shire's ordinary business hours.

#### **9LD@B5HCFMBCH9G.**

The crossover subsidy is intended to be an equitable subsidy available as a once only offer to each property title to encourage the construction of suitable crossovers.

Fees and Charges for crossovers shall be in accordance with the adopted Schedule of Fees and Charges for the current financial year.

#### **5DD@75HCB#G.**

This policy applies all private property titles within the Shire of Wyndham East Kimberley that have not previously received a crossover subsidy.

**F]g\_**. Failure to comply with legislative requirements leading to damage of reputation or financial loss.

**7 cb]fc`**. Review policies and procedures in accordance with review schedule.

**F]g\_**. Inability to deliver levels of service expected by the community.

**7 cb]fc`g**.

1. Current budget and service levels.
2. Develop agreed standards of service and communicate with the community



<b>POLICY NO</b>	<b>CP/OPS-3653</b>	
<b>POLICY</b>	<b>Vehicle Crossover Subsidy</b>	
<b>RESPONSIBLE DIRECTORATE</b>	Infrastructure	
<b>RESPONSIBLE OFFICER</b>	Director Infrastructure	
<b>COUNCIL ADOPTION</b>	Date: 25 August 2015	Resolution No: 11067
<b>REVIEWED/MODIFIED</b>	Date:	Resolution No:
	Date:	Resolution No:
<b>REVIEW DUE</b>	August 2018	
<b>LEGISLATION</b>	Local Government Act 1995, Section 3.1 Local Government (Uniform Local Provisions) Regulations 1996 Sections 15(1) and 15(2)	
<b>RELATED POLICIES</b>	Nil	
<b>RELATED ORGANISATIONAL DIRECTIVES</b>	AP/OPS-4642 Vehicle Crossover Specification	

#### **DI FDCG9.**

This policy provides guidelines on the requirements for eligibility of an application for a Shire subsidy for the construction of crossovers.

#### **89: -B-H-CBG.**

**7 fcggcj Yf** means a vehicular carriageway constructed between a road formation and the front boundary of a property.

**7 fcggcj Yf' Gi Vg]Xm** is an amount determined by Council in accordance with *Local Government (Uniform Local Provisions) Regulations 1996 Sections 15(1) and 15(2)*. The crossover subsidy is payable to property owners for the satisfactory completion of a crossover in accordance with this policy.

#### **DC @7 MGH5 H9 A9 BHG.**

1. The first Crossover only constructed between a carriageway and a front property boundary only may be eligible for a Shire crossover subsidy.
2. The subsidy payable for a crossover shall be to the value determined by Council in accordance with *Local Government (Uniform Local Provisions) Regulations 1996 Sections 15(1) and 15(2)* and as published in the Shire's Schedule of Fees.
3. Applications for the subsidy will be considered following submission to Shire Administration of a completed application on the 'Application Form – Crossover Subsidy'.
4. Applications will be considered by Shire administration and maybe accepted, accepted with conditions, amended or refused. Following determination applicants will be advised accordingly.

5. To be eligible for a crossover subsidy the crossover must be constructed in accordance with Council's current crossover construction specification or to a standard which in the opinion of the Chief Executive Officer is superior to that standard.
6. The subsidy does not apply to repairs, maintenance or reconstruction of existing crossovers.
7. A single new crossover to private properties is eligible for a Shire subsidy subject to the proponent gaining prior written approval. One Crossover Subsidy is available per property title.
8. A single (or one one-way in or one one-way out) new crossover to commercial properties is eligible for a Shire subsidy subject to the proponent gaining prior written approval. One Crossover subsidy is available per property title.
9. If in the Shire's opinion, the construction of the crossover has resulted in damage to any of the Shire's assets such as the roadway surface or pavement, kerb, footpath, verges, signage, vegetation or the like, the Shire may order the applicant to effect repairs. If the applicant fails to repair the damage within the time stipulated by the notice, The Shire may do so and all costs, including administrative costs and administrative on costs will be payable by the applicant and maybe deducted from any subsidy.
10. Should the crossover be required to traverse a drain, the applicant shall install a culvert as specified on the approval.
11. In order to be eligible for the subsidy the crossover works shall be inspected and approved in writing by the Shire. The minimum inspections required are;
  - 1) immediately prior to pouring concrete, and
  - 2) following completion of the works.

The cost of the first each of these two inspections only is met by the Shire. If additional inspections are required because the works failed to meet the specifications, these will be at cost to the applicant in accordance with Council's Schedule of Fees and Charges.
12. The Shire shall be given not less than 24 hours prior notice of the time for which inspections are requested. The request must be directed to the officer nominated on the approval. Inspections will normally be limited to the Shire's ordinary business hours.
13. The repair, maintenance and replacement of crossovers shall be the responsibility of the adjoining landowner served by the crossover.

#### **9LD@B5HCFMBCH9G.**

The crossover subsidy is intended to be an equitable subsidy available as a once only offer to each property title to encourage the construction of suitable crossovers.

Fees and Charges for crossovers shall be in accordance with the adopted Schedule of Fees and Charges for the current financial year.

#### **5DD@75HCB#G.**

This policy applies all private property titles within the Shire of Wyndham East Kimberley that have not previously received a crossover subsidy.



**F]g\_**. Failure to comply with legislative requirements leading to damage of reputation or financial loss.

**7 cb]fc`**. Review policies and procedures in accordance with review schedule.

**F]g\_**. Inability to deliver levels of service expected by the community.

**7 cb]fc`g**.

1. Current budget and service levels.
2. Develop agreed standards of service and communicate with the community

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8 5 H9.	5 October 2016
5I H<CF.	Paul Bawden, East Kimberley Regional Airport
F9 GDCBG-6 @`C: : =7 9F.	David Klye, Director Infrastructure
: =@`BC.	TT.04.8
8 =G7 @CGI F9`C: `BH9F9GHG.	Nil

JCHB; `F9EI =F9A9BH

Simple Majority

C: : =7 9FBB`F97CAA9B85HCB

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&`FYei Yghg`h Y79C`lc`Z`fH`Yf`]bj`Ygh[ UH`h Y`cd]cb`cZ`Wtdbg]fi W]b[ `h Y`  
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7 Uff]YX`%&`

## DI FDCG9

The purpose of this Report is to obtain clarification on the works to be undertaken for the implementation of the East Kimberley Regional Airport (EKRA) Runway Extension.

More specifically this relates to proposals for the extension of taxiway lighting to include Taxiway C in addition to Taxiway B.

## B5 HI F9 C: 7 CI B7 =@B FC @ B H < 9 A5 HH9 F

Provider - provide physical infrastructure and essential services

## 6 5 7 ? ; F CI B8 #DF9 J = CI G 7 CBG = 8 9 F 5 H = CBG 6 M 7 CI B 7 = @

The Council at its Meeting of 30 August 2016 resolved as follows;

### COUNCIL DECISION

**Minute No: 11470**

**Moved: Cr K Wright**

**Seconded: Cr B Robinson**

**That Council:**

- 1. Requests the CEO, or their delegate to include the appropriate revisions required to the Business Case and Prefeasibility Study dated August 2016 to incorporate the provision of lighting to Taxiway B including the associated financial implications.**
- 2. Endorses the Business Case and Prefeasibility Study dated August 2016 and therefore the extension of East Kimberley Regional Airport Runway 12/30 project in accordance with the recommended Option 4 contained in this Study subject to Part 1 of this resolution being finalised, noting in particular that Option 4 contains the following:**
- 3. Provides an in-principle commitment of \$1 million from the Airport Reserve and requests the CEO, or their delegate to pursue external funding opportunities with other levels of government and the private sector.**
- 4. Request the CEO to initiate discussions with the landholders of Lot 876 on Plan 28266 and Lot 1 on Plan 41419 for the acquisition of the required land to the north east and north west of the Airport Runway that will improve operations.**

**Carried 8/1**

**For: Cr J Parker, Cr K Wright, Cr S Rushby, Cr A Petherick, Cr E Bolto,  
Cr B Robinson, Cr N Perry, Cr S Cooke**

**Against: Cr D Spackman**

**GH5 HI HCFM-AD@7 5 HCBG**

The design and construction of the runway extension, taxiways and apron will need to comply with the provisions of Civil Aviation Safety Authority (CASA) Manual of Standards (MOS) Part 139 - Aerodrome Design Standards.

**DC @7 M-AD@7 5 HCBG**

There are no significant policy implications however there would be a need during implementation to comply with a range of procurement and safety matters.

**: -B5 B7 -5 @-AD@7 5 HCBG**

The construction and related costs as detailed in the earlier Report to Council amount to some \$19m (excluding GST). Depending on the consideration of Options outlined later in this Report the total project cost could increase by a further \$150,000.

The earlier decision of Council provides for a contribution of \$1m to the project from the Airport Reserve.

**GHF 5 H9; 7 -AD@7 5 HCBG**

*Strategic Community Plan 2012-2022*

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

Objective 2.2: Maintenance of economic diversity and greater community returns from investment in the region

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

Strategy 2.2.8 : Support and advocate for further development of the East Kimberley regional airport to attract more aircraft and greater competition

Strategy 2.3.2 : Plan, design and budget for sustainable infrastructure

**F-G? -AD@7 5 HCBG**

The wider risk implications are as follows:

**F]g\_.** Inability to deliver levels of service expected by the community.

**7 cblfc`.** Develop agreed standards of service and communicate with the community

**F]g\_.** Failure to comply with legislative requirements leading to damage of reputation and/or financial loss.

**7 cblfc`.** Increased accountability to the Audit (Finance and Risk) Committee

**Fig.** Non compliance with procurement policy and procedures resulting in financial and/or reputation loss.

**7 cbfbc**. Procurement policy and procedures.

### **7CAAIB+M9B; 5; 9A9BH**

No community engagement is required however, during the Prefeasibility work there has been liaison with key aviation stakeholders. Wider community engagement is anticipated as the project investigations progress.

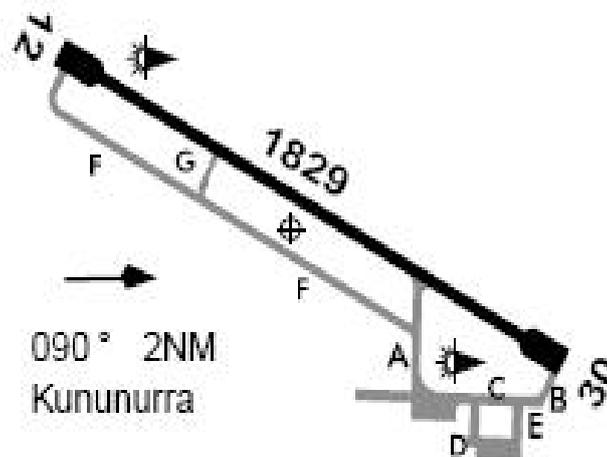
### **7CAA9BHG**

The Council at its Meeting of 30 August 2016 considered Report 12.5.1 on the EKRA Runway Extension Prefeasibility Study (comprising Attachment 1) that essentially provides for a 601m extension to the current runway (to a total length of 2,430m) to accommodate larger aircraft with a greater range of direct flights. Associated works identified in the Study provided for pavement strengthening to Taxiways A-C (that are used by larger aircraft) and the Regular Public Transport (RPT) Apron together with the lighting of the extended runway and improved navigational aids. A plan illustrating the Runway Extension comprises Attachment 2.

The Report noted that during an earlier Councillor Briefing a proposal was also raised for the addition of lighting of Taxiway B (see current Airport diagram below). It was advised that with a costing of \$150,000 the works could be added to the project with revisions to the supporting reports.

The resolution of Council number 11470 of 30 August 2016 (above) essentially provides for:

1. Review of Consultant Reports to incorporate lighting to Taxiway B.
2. Endorsement of the extension of the Airport runway by 601m and retaining width of 30m.
3. In principle commitment of \$1m to pursue external funding opportunities with other levels of Government and private sector.
4. CEO to initiate discussions on acquisition of land to improve Airport operations.



In progressing the implementation of Council's decision it has been identified that the lighting of Taxiway B will not be sufficient to provide for an alternate night time access between the Runway and RPT Apron (diagonally below letter A in diagram). It was identified that lighting would also be needed to Taxiway C to facilitate night-time operations between the Runway and RPT Apron.

While Taxiway C is some six times the length of Taxiway B the total cost of taxiway lighting would only increase from \$150,000 to \$300,000 reflecting the spacing of lights and that the lights would not be needed on the southern side of Taxiway C that directly abuts the General Aviation Apron.

Options identified to address this matter are as follows:

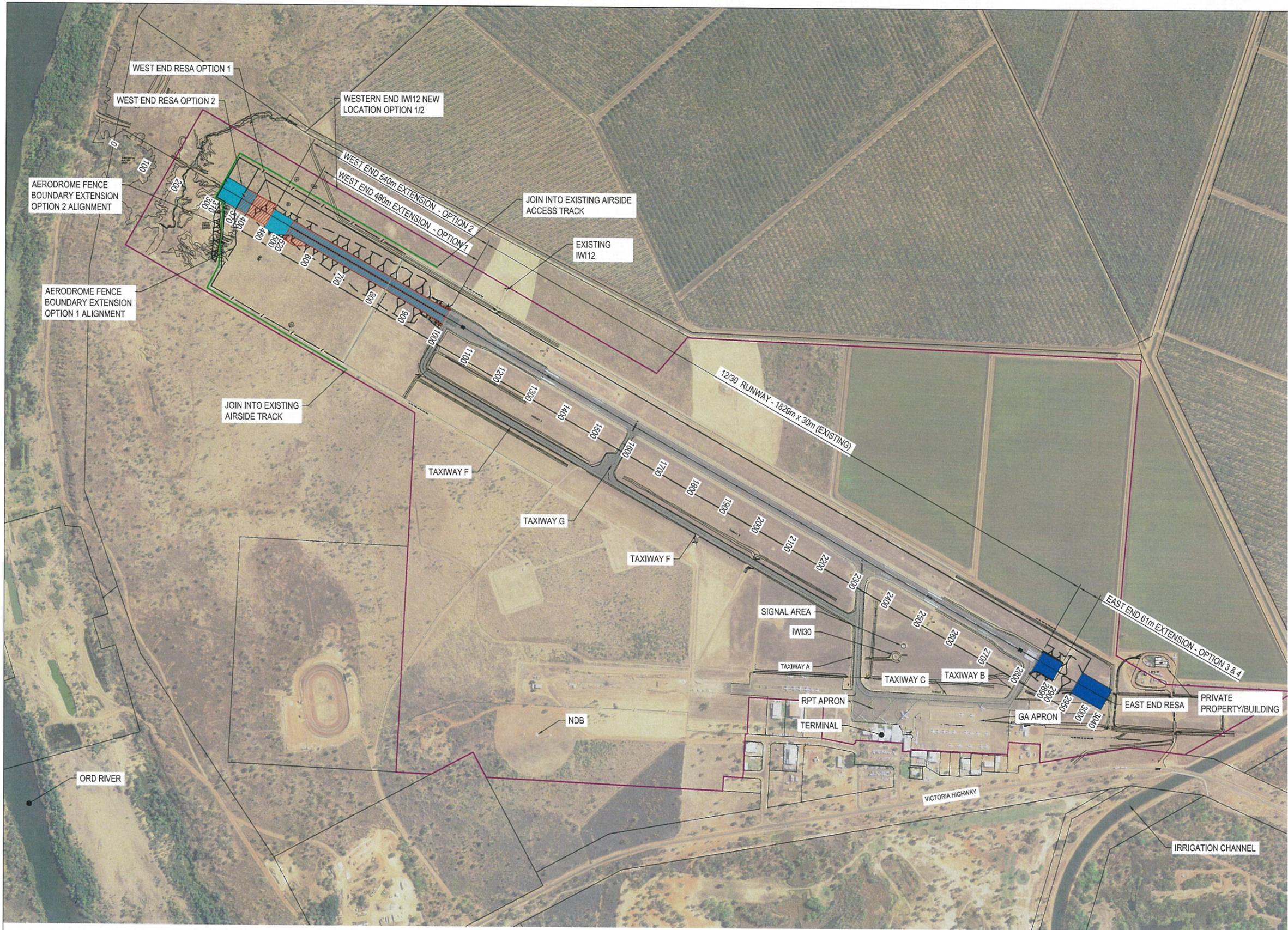
1. Extend the lighting to Taxiway C (between Taxiways A and B): This would provide a second night-time lit route to the RPT Apron and a lit path along the northern edge of the Eastern General Aviation Apron. It would limit 'backtracking' of RPT aircraft along the Runway that landed from or seek to take-off to the west.
2. Retain proposal to light only Taxiway B at this stage: This approach would avoid any increase in the value of grants sought from other levels of government and thus improve the affordability of the Runway Extension Project. This option would provide lit access only to the north east corner of Eastern General Aviation Apron and be of no benefit to RPT operations.
3. Defer further lighting of any Taxiways: This would recognise that Taxiway A is currently lit to provide access from the Runway to RPT Apron and there is no current lighting of Taxiway C. Further Taxiway lighting could be pursued as a separate initiative.

In reviewing these Options it is considered that the Council anticipated that the proposed works would have provided an alternate lit route to the RPT Apron for RPT aircraft during night-time operations with flight activity expected to increase during the coming years. With the extended length of Taxiway lighting equating to less than 2% of total project cost it is considered that it is a subsidiary component and funding could be reasonably sought for their installation. It would also improve safety of general aviation activities.

## **5 HH57 < A9 BHG**

Attachment 1 - East Kimberley Regional Airport Prefeasibility Study

Attachment 2 - East Kimberley Regional Airport Prefeasibility Study - Plan of Preferred Option



- NOTES**
1. ALL DIMENSIONS IN METRES (m) OTHERWISE NOTED
  2. HEIGHT DATUM A.H.D
  3. HORIZONTAL DATUM CO-ORDINATES KUN94.
  4. SURVEY PROVIDED BY MNG.

SETOUT CO-ORDINATES		
SETOUT POINTS	EASTING	NORTHING
CH 460	44356.163	255622.670
CH 520	44408.305	255592.985
CH 1000	44825.454	255355.526
CH 2829	46414.925	254450.703
CH 2890	46467.946	254420.475

- LEGEND**
- 2500 CHAINAGE
  - WEST END EXTENSION - OPTION 1 RUNWAY EXTENDED BY 480m
  - WEST END EXTENSION - OPTION 2 RUNWAY EXTENDED BY 540m
  - EAST END EXTENSION - OPTION 3 & 4 RUNWAY EXTENDED BY 61m
  - AERODROME CADASTRAL BOUNDARY
  - CADASTRAL BOUNDARY
  - AIRSIDE ACCESS ROAD
  - EXISTING AERODROME FENCE BOUNDARY
  - NEW AERODROME FENCE BOUNDARY
  - NDB NON DIRECTIONAL BEACON
  - RESA RUNWAY END SAFETY AREA

RUNWAY EXTENSION OPTIONS SUMMARY		
OPTION 1	RUNWAY 12 EXTENSION	480 m
	RUNWAY 30 EXTENSION	0 m
	TOTAL RUNWAY LENGTH	2309 m
OPTION 2	RUNWAY 12 EXTENSION	540m
	RUNWAY 30 EXTENSION	0m
	TOTAL RUNWAY LENGTH	2369 m
OPTION 3	RUNWAY 12 EXTENSION	480 m
	RUNWAY 30 EXTENSION	61 m
	TOTAL RUNWAY LENGTH	2370 m
OPTION 4	RUNWAY 12 EXTENSION	540m
	RUNWAY 30 EXTENSION	61m
	TOTAL RUNWAY LENGTH	2430 m

PLAN  
SCALE 1:5000

**PRELIMINARY**

<p><b>DO NOT SCALE</b></p> <p>Conditions of Use: This document may only be used by GHD's client (and any other person who GHD has agreed can use this document) for the purpose for which it was prepared and must not be used by any other person or for any other purpose.</p>		<p>Drawn A. ROBINSON Designer R. STEVENSON</p> <p>Drafting Check Design Check</p> <p>Approved (Project Director) Date</p> <p>Scale AS SHOWN This Drawing must not be used for construction unless signed as Approved</p>	<p>Client <b>SHIRE OF WYNDHAM EAST KIMBERLEY</b></p> <p>Project <b>RUNWAY EXTENSION PREFEASIBILITY STUDY</b></p> <p>Title <b>RUNWAY EXTENSION - OPTIONS PLAN</b></p> <p>Original Size <b>A1</b> Drawing No: <b>61-32392-C002</b> Rev: <b>A</b></p>
<p>A ISSUED FOR PRELIMINARY CONCEPT DESIGN</p> <p>No Revision Note: * Indicates signatures on original issue of drawing or last revision of drawing</p>	<p>AR <i>AR</i> <i>MR</i> <i>25/11/15</i></p> <p>Drawn Job Manager Project Director Date</p>	<p></p> <p></p> <p>Level 10, 999 Hay Street Perth WA 6000 PO Box Y3106 Perth WA 6832 Australia T 61 8 6222 8222 F 61 8 6222 8555 E permail@ghd.com.au W www.ghd.com</p>	<p></p> <p>Scale 1:5000 AT ORIGINAL SIZE</p>



# **Shire of Wyndham East Kimberley**

East Kimberley Regional Airport

Runway 12/30 Extension

Prefeasibility Study

August 2016



# Executive summary

This report summarises the prefeasibility study for a runway extension and pavement upgrade at Kununurra Airport to a Code 4C aerodrome for the Shire of Wyndham East Kimberley (SWEK). The design aircraft for the prefeasibility study is the Boeing 737-800 and Airbus A320-200 aircraft. The extension of the runway was identified in the 2013 East Kimberley Regional Airport Master Plan.

The current airport is rated for aircraft up to Code 3C and includes a 1,829 m long by 30 m wide runway within a 150 m wide graded runway strip.

New CASA regulations specified in CAAP 235A-1(0) for the minimum runway width for aeroplanes engaged in regular public transport and charter operations with a maximum take-off weight greater than 5700 kg will enable B737 and A320 aircraft to operate in and out of Kununurra Airport on the existing 30 m wide runway. GHD recommends the SWEK adopt the narrow runways supplement for the runway development.

GHD wrote to airline operators (Qantas and Virgin) to seek their feedback on the proposal. Both companies responded that they do not have any concerns with the proposal to maintain a 30m wide runway at Kununurra Airport. It is also noted that the B737-800 and A320-200 aircraft are operated regularly by Qantas and Virgin into other airports within Australia which only have 30 m wide runways, such as Newman Airport (WA), Ballina Airport (NSW) and Ayers Rock Airport (NT).

Four options have been investigated to determine the ultimate runway extension length achievable for the existing Runway 12/30 alignment. The physical constraints, obstacle limitation surfaces, drainage and land tenure have been considered in this assessment and comply with CASA Manual of Standards (MOS) Part 139 – Aerodromes design standards. The overall runway extension length available is 601 m providing an ultimate Runway 12/30 length of 2,430 m. This ultimate length will provide greater operational useability for aircraft.

GHD undertook a pavement investigation for the proposed runway extension of Runway 12/30 and to evaluate the capability of the existing Taxiways A, B and C and RPT apron with regards to the future aircraft traffic and design aircraft. The extended runway will require 60 mm asphalt mix on 150 mm crushed rock base, on 250 mm cement modified subbase, on 700 mm river shingle on 100 mm sand to carry the loading of the design aircraft. This pavement thickness is the same as the existing runway pavement.

For Taxiways A, B and C strengthening is required which would consist of a 260 mm of cement modified base placed on the existing pavement with a 60 mm asphalt surfacing. The existing RPT apron pavement will only require a 60 mm asphalt overlay for strengthening and shape correction.

The runway lighting needs to be extended along with replacement of the existing runway edge light fittings and replacing the AT-TVASIS approach guidance system with a PAPI system. The wind indicator is required to be relocated at the western end of the runway.

The indicative preliminary cost estimate to complete the Runway 12/30 extension and pavement upgrade based on the engineering completed for the prefeasibility study is in the order of \$20.5 million (incl. GST). This includes an additional allowance of \$1.3 million for land acquisition. A number of qualifications are associated with the cost estimate.

During the concept design stage, a number of reasonably foreseeable hazards were identified and a Safety in Design risk assessment was undertaken. The process considered issues affecting the design, construction, commissioning, operation, and maintenance of the

aerodrome. The design has been modified as far as reasonably practicable to eliminate inherent design and aerodrome operational risk.

# Table of contents

Executive summary .....	i
Abbreviations.....	vi
1. Introduction.....	1
1.1 Background.....	1
1.2 Purpose of this Report .....	1
1.3 Scope of Work .....	2
1.4 Limitations.....	2
2. Current Airport and Master Plan .....	3
2.1 East Kimberley Regional Airport.....	3
2.2 Master Plan.....	3
2.3 Runway Useability: Narrow Runways.....	3
2.4 Airline response to Narrow Runway operations .....	4
3. Aerodrome Standards.....	5
3.1 Design criteria .....	5
3.2 Codes and standards.....	5
3.3 Design aircraft.....	5
3.4 Runway classification.....	5
3.5 Aerodrome physical dimensions.....	5
3.6 Obstacle Limitation Surfaces .....	6
4. Airside Design .....	10
4.1 Design intent .....	10
4.2 Runway orientation .....	10
4.3 Physical constraints for the runway extension.....	10
4.4 Runway length .....	12
4.5 Runway layout .....	13
4.6 Runway longitudinal profiles.....	13
4.7 Taxiways and RPT apron – layout.....	13
4.8 Stormwater runoff and drainage .....	13
4.9 Airfield lighting.....	14
4.10 Airside access track and boundary fence .....	14
5. Upgrade Extension Options .....	16
5.1 Runway extensions.....	16
5.2 Taxiways A, B and C.....	21
5.3 RPT apron.....	21
1.1 Option 1 & 3 (west extension).....	21
6. Aircraft Pavement Design .....	22
6.1 Background.....	22

6.2	Pavement strength evaluation .....	22
6.3	Surfacing history and strengthening records .....	22
6.4	Site investigation .....	23
6.5	Future air traffic loading for pavement design .....	23
6.6	Taxiways and Apron Strengthening .....	24
6.7	Runway Extension .....	25
7.	Recommendations .....	26
7.1	Preliminary runway length and pavement works .....	26
7.2	Additional investigations for detailed design .....	27
8.	Construction Cost Estimates .....	28
8.1	Indicative cost estimates .....	28
9.	Safety in Design .....	29
10.	Concept Drawings .....	30

## Table index

Table 1	4C Future aircraft capacity and operators in/out of Kununurra Airport .....	5
Table 2	Design Criteria for Code 3C and Code 4C aircraft .....	6
Table 3	OLS Dimensions .....	7
Table 4	Runway extension Option 1 .....	16
Table 5	Runway extension Option 2 .....	17
Table 6	Runway extension Option 3 .....	17
Table 7	Runway extension Option 4 .....	19
Table 8	Runway extension Options 1-4 summary .....	21
Table 9	Predicted Air Traffic loading (20 Years) .....	24
Table 10	Preliminary Runway Extension Pavement Design .....	25
Table 11	Runway extension profile recommendation (Option 4) .....	26
Table 12	Airfield lighting upgrade recommendations .....	26
Table 13	Runway extension pavement recommendation .....	26
Table 14	Apron and taxiways pavement recommendation .....	27
Table 15	Drawing List for Kununurra Runway Extension Feasibility Design .....	30

## Figure index

Figure 1	Aerodrome Layout .....	1
Figure 2	Relationship of outer horizontal, conical, inner horizontal and transitional surfaces (MOS Part 139) .....	8

Figure 3 Approach surface for an instrument approach runway (MOS Part 139).....	8
Figure 4 Plan view of take-off climb surface (MOS Part 139) .....	8
Figure 5 Western end extension constraints .....	11
Figure 6 Eastern end extension constraints .....	11
Figure 7 Range of existing Fokker 100 (red) vs proposed Boeing 737-800 (blue) .....	13
Figure 8 West extension – Option 1 & 3 .....	20
Figure 9 West extension – Option 2 & 4 .....	20
Figure 10 East extension – Option 3 & 4 .....	20

## Appendices

Appendix A – Preliminary Construction Cost Estimate

Appendix B - Safety in Design

Appendix C – Runway Extension Prefeasibility Study Drawings

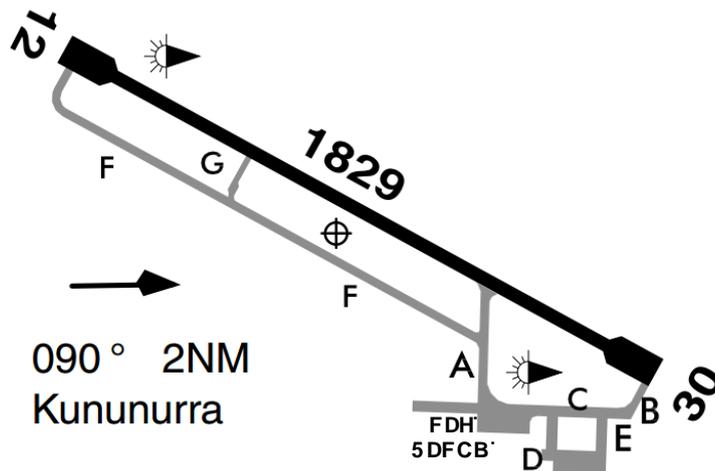
# Abbreviations

Abbreviation	Description
A320	Airbus A320-200 aircraft
AC	Asphaltic Concrete
ACN	Aircraft Classification Number
AFMS	Aeroplane Flight Manual Supplement
ARRB	Australian Road Research Board Group Ltd
AS	Australian Standards
AT-TVASIS	T-Visual Approach Slope Indicating System
B737	Boeing 737-800 aircraft
CAAP	Civil Aviation Advisory Publication
CASA MOS 139	Civil Aviation Safety Authority Manual of Standards Part 139 Aerodromes
CBR	California Bearing Ratio
CCR	Constant Current Regulator
ERSA	En Route Supplement Australia
F100	Fokker 100 aircraft
GA	General Aviation
GHD	GHD Pty Ltd
HWD	Heavy Weight Deflectometer
ICAO	International Civil Aviation Organization
IWI	Illuminated Wind Indicator
Kununurra Airport	East Kimberley Regional Airport
MIT	Mains Isolating Transformer
NATA	National Association of Testing Authorities
OEI	One Engine Inoperative
OEM	Original Equipment Manufacturer
OLS	Obstacle Limitation Surfaces
ODD	Open Unlined Drain
PAPI	Precision Approach Path Indicator
PCN	Pavement Classification Number
PSI	Pounds per Square Inch
RESA	Runway End Safety Area
RAV	Restricted Access Vehicles
RPT	Regular Public Transport
SiD	Safety in Design
SWEK	Shire of Wyndham East Kimberley
T	Technical Evaluation
TODA	The take-off distance available

# 1. Introduction

## 1.1 Background

GHD Pty Ltd (GHD) was engaged by the Shire of Wyndham East Kimberley (SWEK) in August 2015 to undertake the Prefeasibility Study on extending the existing runway and complete a full pavement strength evaluation of the Regular Public Transport (RPT) apron and Taxiways A, B, and C at the East Kimberley Regional Airport (Kununurra Airport) in Kununurra. Figure 1 indicates the location of each of the taxiways.



**Figure 1 Aerodrome Layout**

The upgrade to the aerodrome will enable airlines to operate large aircraft, the Boeing 737-800 and Airbus A320-200 for regular public transport. Consideration has also been given for general aviation aircraft that regularly service the aerodrome.

This Prefeasibility Study report details the concepts and options available for the runway extension and upgrade of taxiways and RPT apron pavements. The options presented will enable the operation of B737 and A320 aircraft at Kununurra Airport.

Confirmation on some aspects of the design is required by the SWEK to progress the feasibility of the design options to detailed design.

## 1.2 Purpose of this Report

The purpose of this report is to document the concept and options analysis, and detail the Prefeasibility design undertaken for the runway extensions to enable B737 and A320 operations into and out of Kununurra Airport.

Pavement designs are detailed following the preliminary geotechnical investigation carried out in August 2015. The geotechnical and pavement investigation and analysis of the existing pavement capacity is discussed in this report and provides recommendations on the strengthening and upgrade works to the runway, taxiways A-C and RPT apron pavement areas. The Preliminary Pavement Investigation and Design report is issued separately.

Investigation on the runway extension length and geometric options available for the aerodrome to enable larger aircraft operations is detailed in this report. The runway extensions options are considered following an assessment of land tenure and obstacle limitation surfaces (OLS), and a recommended option is presented in this report.

A preliminary indicative cost estimate for the preferred option is also detailed in this report.

### **1.3 Scope of Work**

The scope of work for the prefeasibility and preliminary aerodrome design comprises the following:

- Airport location and airside design considerations;
- Geometric and runway extension layout options;
- Preliminary pavement designs for the runway extension, Taxiways A, B and C and the RPT apron;
- Recommended option;
- Preliminary indicative cost estimate for the recommended option.

### **1.4 Limitations**

This report has been prepared by GHD for the Shire of Wyndham East Kimberley and may only be used and relied on by the Shire of Wyndham East Kimberley for the purpose agreed between GHD and the Shire of Wyndham East Kimberley as set out in section 1.2 of this report.

GHD otherwise disclaims responsibility to any person other than the Shire of Wyndham East Kimberley arising in connection with this report. GHD also excludes implied warranties and conditions, to the extent legally permissible.

The services undertaken by GHD in connection with preparing this report were limited to those specifically detailed in the report and are subject to the scope limitations set out in the report.

The opinions, conclusions and any recommendations in this report are based on conditions encountered and information reviewed at the date of preparation of the report. GHD has no responsibility or obligation to update this report to account for events or changes occurring subsequent to the date that the report was prepared.

The opinions, conclusions and recommendations in this report are based on assumptions made by GHD described in this report. GHD disclaims liability arising from any of the assumptions being incorrect.

GHD has prepared the preliminary cost estimate set out in section 8 of this report (“Cost Estimates”) using information reasonably available to the GHD employee(s) who prepared this report and based on assumptions and judgments made by GHD.

The Cost Estimate prepared for the purpose of this report is a preliminary indicative estimate only. Actual prices, costs and other variables may be different to those used to prepare the Cost Estimate and may change. Unless as otherwise specified in this report, no detailed quotation has been obtained for actions identified in this report. GHD does not represent, warrant or guarantee that the works can or will be undertaken at a cost which is the same or less than the Cost Estimate. Notwithstanding the conservatism of the level of confidence selected at this Prefeasibility level, there remains a chance that the cost will be greater than the estimate, and any funding would not be adequate. The confidence level considered to be most appropriate for prefeasibility purposes vary depending on the conservatism of the user and the nature of the project. The Shire of Wyndham East Kimberley should therefore select appropriate confidence levels to suit their particular risk profile.

## 2. Current Airport and Master Plan

### 2.1 East Kimberley Regional Airport

Runway 12/30 is 1,829 m long by 30 m wide within a 150 m wide graded runway strip. The runway is suitable for non-precision instrument approach operations by aircraft up to and including Code 3C. The runway is serviced by multiple taxiways, and includes a RPT apron and general aviation (GA) apron. Charter and private aircraft also operate out of the airport with a number of hangars located on the airport.

SWEK intend to upgrade the airport to accommodate Code 4C operations by extending the runway which will support larger sized aircraft and thus increase the range of destinations that the airport can support.

### 2.2 Master Plan

The runway extension and upgrade option is detailed in the 2013 Kununurra Airport Masterplan (developed by Rehbein Airport Consulting, 11 January 2013), of which GHD has reviewed and considered in developing the runway extension options.

The 2013 Master Plan outlines concept runway extension options for the runway upgrade in order to accommodate operations of B737 and A320 aircraft. Option 1 of the Master Plan entails a runway extension along the existing runway alignment at the west end, for a final runway length of 2,350 m with a width of 45 m. Option 2 of the Master Plan proposes a new 2,500 m by 45 m wide runway on a new alignment to the north of the existing Runway 12/30.

With the introduction of the CASA narrow runway supplement in November 2014, a runway width of 45 m is not required for the operations of some Code 4C aircraft and a 30 m wide runway will be sufficient for the operation of the design aircraft. Therefore, GHD has progressed the masterplan Option 1 but with a 30 m wide runway pavement.

GHD has excluded Taxiways D - G from the prefeasibility study to limit costs, as it is more cost effective for Code C aircraft to continue backtracking on the runway.

### 2.3 Runway Useability: Narrow Runways

New regulations specified in CAAP 235A-1(0) in November 2014 for the minimum runway width for aeroplanes engaged in regular public transport and charter operations with a maximum take-off weight greater than 5700 kg will enable B737 and A320 aircraft to operate in and out of Kununurra Airport on the existing 30m wide runway.

The airline operators are required to certify the aircraft capabilities to operate safely on narrow runways under the regulations. Under the changes, aeroplanes now need to be assessed by the original equipment manufacturer or by flight test of the aeroplane to determine their capability to operate on the narrow runway. The aeroplanes are then be issued an approved Aeroplane Flight Manual narrow runway supplement (AFMS).

It noted that the B737-800 and A320-200 aircraft are operated regularly by Qantas and Virgin into other airports within Australia which only have 30 m wide runways, such as Newman Airport (WA), Ballina Airport (NSW) and Ayers Rock Airport (NT).

The runway shall conform to the following performances for the design aircraft in order to achieve a narrow runway supplement:

***“The runway width must be adequate to safely contain an aeroplane during take-off and landing by flight crews of average skill, using procedures which can be consistently***

*repeated in service. The runway width must be sufficient, at the crosswind limit, to prevent any aeroplane damage or subsequent malfunction, and any landing gear wheel from leaving the runway surface under the approved operating conditions after a sudden failure of the critical engine during take-off, or during a one engine inoperative (OEI) approach and landing. The take-off and landing technique shall be that recommended by the OEM and shall prevent any part of the aeroplane contacting the runway surface except for the landing gear i.e. engine nacelles, tail skids and flap trailing edges”.*

The CAAP is applicable to Kununurra Airport and provides an opportunity to support larger sized aircraft without requiring widening of the existing runway, assuming a runway extension project is undertaken for the existing 12/30 runway. GHD recommends the SWEK adopt the narrow runways supplement for the runway development for the significant cost savings achieved by retaining the existing runway width.

## **2.4 Airline response to Narrow Runway operations**

GHD wrote to the two major airline operators (Qantas and Virgin Australia) to seek their feedback on the proposal to maintain a 30m wide runway.

### **2.4.1 Qantas Airways**

GHD received a response from Captain Alex Passerini (Chief Technical Pilot, Qantas Flight Operations) which states:

*“We have the AFM narrow runway appendix to support operations to runways less than 45m on our fleet of 737-800s. This complies with the guidelines contained in the subject CAAP. Based on this approval, we already operate to a number of 30m runways, whether they are used as planned destinations or alternates. The only benefit to widening the runway would be a small increase to the crosswind capability (40 kt in lieu of 33), though this would be unlikely to be of significance at Kununurra.”*

### **2.4.2 Virgin Australia**

Rachael Barnes (Aircraft Performance Lead, Virgin Australia) responded to GHD as follows:

*“For the 737-700/800W, Virgin have no technical objection to keeping the runway at 30m wide. Virgin currently operates to 30m wide runways with the B737.*

*There are operational restrictions to narrow runways (defined, for the 737, as widths less than 45m and no less than 30m), which are summarised below.*

- ▶ *The ground control speed (VMCG) may change due to the maximum 20 foot deviation from runway centreline (this may or may not affect the MTOW and other takeoff speeds).*
- ▶ *Nose gear steering must be operative.*
- ▶ *Runway centreline shall be clearly visible.*
- ▶ *Brakes must be operative.*
- ▶ *Thrust reversers operative.*
- ▶ *Yaw damper operative.*
- ▶ *(More restrictive) Crosswind limitations are not exceeded.*

*As we already operate to 30m wide runways, these restrictions are not new to the Virgin operation. While 45m wide runways are operationally preferred, Virgin can operate to Kununurra without any “new” restrictions.”*

# 3. Aerodrome Standards

## 3.1 Design criteria

The following sections outline the minimum design criteria that the extension options must adhere to in order to accommodate the design aircraft.

## 3.2 Codes and standards

Airport engineering design shall comply with the following Codes and Standards:

- CASA Manual of Standards (MOS) Part 139 – Aerodromes
- ICAO Annex 14 – Aerodromes
- Civil Aviation Advisory Publication (CAAP) 235A-1(0)

Relevant current Australian Standards (AS) shall apply to all earthworks, asphalt surfacing, lighting installations, etc. for the runway extension works.

The constructed runway extension, RPT apron and taxiway upgrades is to meet all requirements for certification by CASA.

## 3.3 Design aircraft

SWEK has specified the aerodrome upgrade to cater for B737 and A320 operations. The design criteria will adopt the CASA MOS Part 139 Code 4C criteria with the exception of the runway width that shall operate under the narrow runway CAAP 235A-1(0).

Typical 4C aircraft that may frequent the aerodrome following the upgrade are shown in Table 1.

**Table 1 4C Future aircraft capacity and operators in/out of Kununurra Airport**

5 jfWUzi	DUggYb[ Yf`Bi a VYfg`	CdYfUc'fg`
Boeing 737-800	170	Virgin Australia Regional Airlines Qantas
Airbus A320-200	170	Virgin Australia Regional Airlines Jetstar Airways

## 3.4 Runway classification

The runway is classified as a Non-Precision Instrument Runway.

## 3.5 Aerodrome physical dimensions

The aerodrome is to comply with Reference Code 4C design requirements as set out in CASA Manual of Standards Part 139 – Aerodromes (MOS 139) and ICAO Annex 14 – Aerodromes.

The relevant design criteria for Code 4C aircraft are provided in Table 2 and have been followed in developing the design options for the runway extension design.

**Table 2 Design Criteria for Code 3C and Code 4C aircraft**

8 YgW]dh]cb`	7 cXY' 7`	7 cXY'(7`
<b>Fi bk Um</b>		
Runway Pavement Width	30 m	45 m <sup>Note 1</sup>
Shoulder Width	Not required but recommended	Not required but recommended
<b>Fi bk Um]Gf]d`</b>		
Runway Strip Width	150 m	300 m
Width of Graded Portion of Runway Strip	90 m	150 m
Flyover Area Width (each side)	30 m	75 m
<b>Fi bk Um]9 bX`GUZ]m]5 fYU`</b>		
Length	90 m <sup>Note 2</sup>	90 m <sup>Note 2</sup>
Width	60 m	60 m
<b>HU ]k Um</b>		
Taxiway Pavement Width	15 m	18 m <sup>Note 3</sup>
Shoulder Width	3.5 m	3.5 m
<b>HU ]k Um]Gf]d`</b>		
Taxiway Strip Width	52 m	52 m
Taxiway Graded Area Width	25 m	25 m

**Bch]g`**

<sup>1</sup> The existing runway width of 30m shall be retained with 4C aircraft operating on the runway under the narrow runway supplement CAAP 235A-1(0). This supplement is used for the design of the runway width. Further information is detailed in Section 2.3.

<sup>2</sup> Additional length of Runway End Safety Area (RESA) should be provided if the aerodrome is classified or operates international flights (passenger or freight) in accordance with ICAO recommendations. The total length of RESA recommended is 240m. The length of the runway would need to be reduced at each end to incorporate a 240m RESA

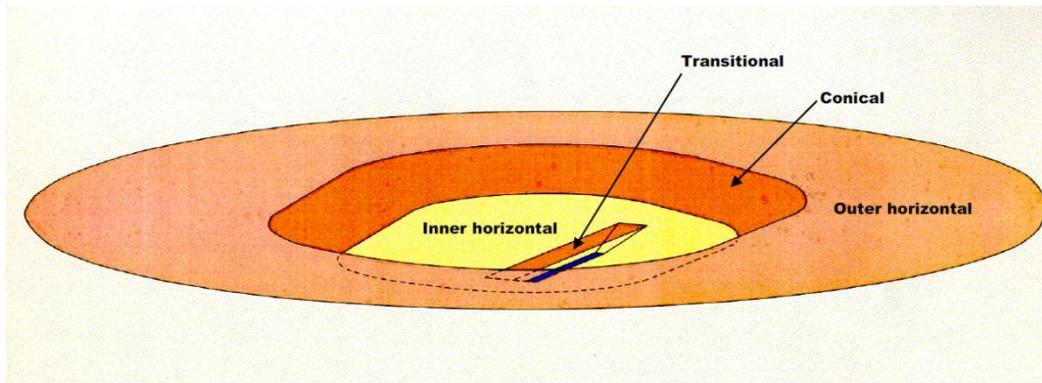
<sup>3</sup> The taxiway width may be reduced to 15m for Code C taxiways that are only intended to serve aircraft with a wheelbase of less than 18m, such as the B737 and A320.

**3.6 Obstacle Limitation Surfaces**

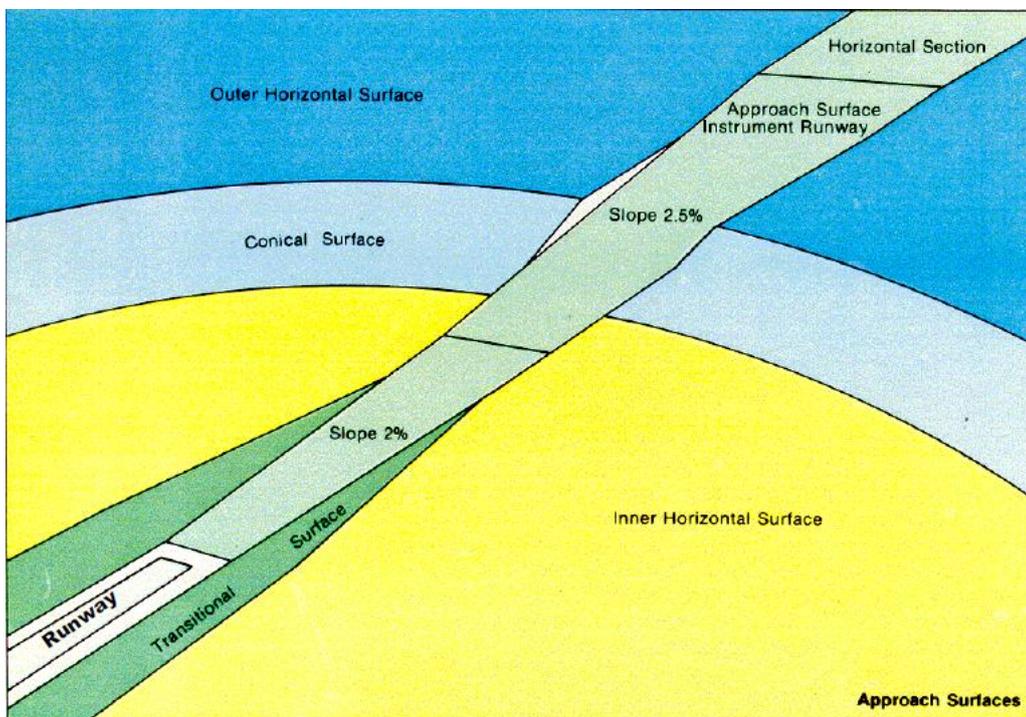
Based on the design aircraft code and runway classification, the following Obstacle Limitation Surfaces are applicable for the runway upgrade at Kununurra Airport:

- Conical surface;
- Inner horizontal surface;
- Approach surface;
- Transitional surface, and
- Take-off climb surface.

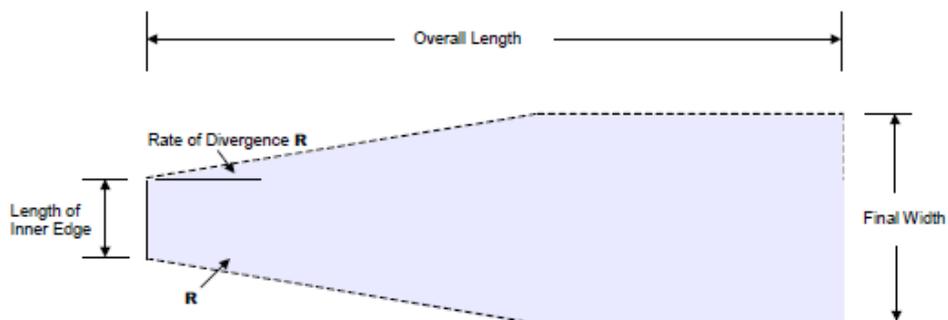




**Figure 2 Relationship of outer horizontal, conical, inner horizontal and transitional surfaces (MOS Part 139)**



**Figure 3 Approach surface for an instrument approach runway (MOS Part 139)**



**Figure 4 Plan view of take-off climb surface (MOS Part 139)**

### **3.6.1 OLS terrain constraints**

During the concept and options analysis the OLS was considered for terrain and infrastructure penetrations of surrounding terrain. A draft OLS plan is shown on drawing No. 61-32392-C006 within Appendix C for the recommended runway extension.

The airport is located on a river plain region adjacent to the Ord River at the west end and close to the Kununurra town centre at the east end. There are a number of high terrain in the area to the east, south east, and west of the aerodrome. The current ERSA entry details for Kununurra Airport notes there are three terrain penetrations to the east and west of the runway.

The ERSA notes right hand circuits only for runway 30.

In the current ERSA (May 2016) the takeoff gradient on Runway 30 is published at 1.21% and for Runway 12 it is 2.12%.

For the upgrade to a Code 4 classification, there is additional terrain points that penetrate the Code 4 OLS. These points will require a level survey to confirm the levels and may be required to be suitably lit with masts for the critical penetrations. The draft OLS drawing issued in the preliminary design drawings indicates these locations and an allowance for solar power hazard lights has been made in the construction cost estimate.

The existing RPT apron parking bays are clear of the transitional OLS surface for the tail heights of the design aircraft.

### **3.6.2 OLS land title constraints**

The 2013 Masterplan identified two areas of land which should be acquired as part of the long-term airport strategy – a section on the north-west side of the extended runway and another section adjacent to the eastern end of the extended runway.

A fully compliant Code 4C aerodrome requires a 300m wide runway strip which at the north-western end of the runway would coincide with the airport boundary. As a result, the Illuminated Wind Indicator would need to be relocated outside the associated OLS transitional clearance surface, which would place it outside the airport boundary – requiring land acquisition.

If the existing 150 m wide runway strip is retained instead of a 300 m wide runway strip there is likely to be a minor increase in the minimum descent altitude for the design B737 and A320 aircraft on instrument approaches. Therefore, whilst the existing airport landholding is sufficient to facilitate the proposed runway extension with a 150m wide runway strip; the purchase of additional unallocated crown land to the north-west will allow the relocation of the IWI and the widening of the runway strip to 300m which will improve operations by B737-800 and A320-200 aircraft.

At the east end of the Runway 30, the OLS considerations for the private property close to the aerodrome were considered in the pre-feasibility stage. The private property adjacent to the aerodrome boundary will not need to be purchased for this extension option, however severe height limitations will need to be placed on buildings and other obstacles within the property in close proximity to the runway end. The existing building height within the property will need to be confirmed during detailed design and if the height restrictions cannot be met then consideration shall be given to purchasing the property or not widening the strip to 300 m.

An allowance for the acquisition of land areas identified in the Master Plan has been provided within the overall project cost – refer to the Business Case Report for further details.

## 4. Airside Design

### 4.1 Design intent

The design intent is to extend the runway and strengthen existing pavements to allow the operation of B737 and A320 aircraft into and out of the aerodrome. This study has investigated the opportunity for a runway extension at both the west and east ends of the existing runway. The design intent for the extension during the prefeasibility stage is to determine the extent viable for the runway extensions and consider all elements of the design, including physical constraints through constructability. The following sections outline the design considerations.

### 4.2 Runway orientation

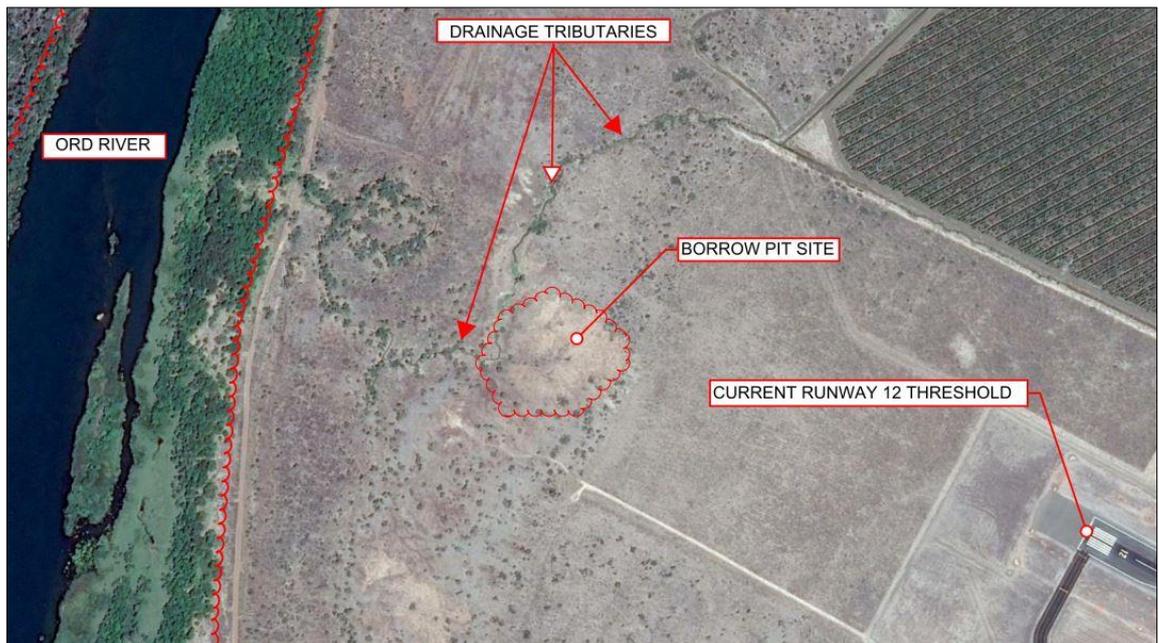
The alignment of the runway is constrained by the surrounding terrain, the Ord River and associated irrigation schemes, the flood level boundary and the Victoria Highway. The existing runway with a bearing of 120°/300° has been retained. The runway vectors are Runway 12 and Runway 30. This conforms with the approved airport Master Plan.

### 4.3 Physical constraints for the runway extension

There are a number of physical constraints that will influence the length available for a runway extension at both the west and east ends. Their impact on the extension options are further detailed in Section 5.

For an extension at the west end the major constraints are outlined below and highlighted in Figure 5.

- The Ord River: restrictions included the riparian zone and drainage considerations for the local catchment area. The open unlined drains on the outside of the runway strip will be extended and aligned in order to provide suitable drainage runoff and protection to any future runway extensions in this area. The Ord River is approximately 1,200 m to the west from the current Runway 12 threshold.
- There is also a significant old borrow pit approximately 640 m in length from the existing runway threshold. This is a major constraint given the volume of fill that is required to provide a suitable surface for runway pavement and associated runway strip and RESA areas.



**Figure 5 Western end extension constraints**

For an extension at the east end the major constraints are outlined below and highlighted in Figure 6.



**Figure 6 Eastern end extension constraints**

- Ord River irrigation channel: The channel is approximately 500 m to the east of Runway 30 threshold.
- Victoria Highway: Victoria Highway is aligned to the south of the aerodrome and overpasses the Ord River irrigation channel listed above. For the OLS take-off critical clearance, the highway must be offset at least 250 m from the runway end for a RAV

Category 1 truck height of 4.6 m. This restriction has determined the length available for the runway extension.

- The private property lot to the north-east of the aerodrome boundary. Access to this property is via an unsealed road on the eastern end of the aerodrome boundary. There will be height restrictions enforced for buildings on this property with a runway extension. Refer to Section 3.6.2 for further details.
- The open unlined drain is required to be realigned for a runway extension. Refer to design drawing 61-32392-C002 (included in Appendix C) for the realignment.

#### **4.4 Runway length**

The site investigation and survey extents have been undertaken to explore the options for runway extension options at both the east and west ends. The length of runway must be adequate to meet the operational requirements of the aeroplanes for which the runway is intended. The runway length may be extended up to maximum of 540 m at the western end. At the eastern end there is minimal opportunity for a runway extension, with a maximum of 61 m extension, due to the physical constraints of the existing aerodrome boundary and adjacent private property. The runway extension options are discussed in Section 5.

The take-off distance available (TODA), defined as the distance available for an aeroplane for completion of its ground run, lift-off and initial climb to 35 ft. for the existing runway is detailed in the ERSA. For Runway 12 at 1.6% the TODA is 1,704 m with an obstacle listed at 5,590 m distance and for 1.9% take-off gradient the TODA is 1,822 m distance. The TODA will be revised and updated in the ERSA if an extension at the east end is undertaken and the take-off gradients will be increased to clear the obstacle.

In regards to temperatures, the Bureau of Meteorology records show that the mean maximum monthly temperatures for October to January recorded is 38.8°C. During the detailed design phase of the project, the consultation with the airlines on maximum take-off weights and the required runway length for the aircraft shall be undertaken.

The proposed maximum runway length of 2,430 m is the maximum possible length achievable on the site and is considered to be sufficient for operations by B737 and A320 jet aircraft. The length is sufficient for aircraft arrivals and departures from interstate airports and some airports within South East Asia. Flights to other destinations would require refuelling stops. The figure below shows the increased range of the larger B737-800 aircraft compared to the existing Fokker 100.

Should international flights (passenger or freight) operate from the airport, the relevant standards – MOS Part 139 and ICAO Annex 14, recommend that additional length of RESA (240 m for Code 3 & 4 runways) be provided at each end of the runway. The Master Plan only allowed for 90m length RESA. Should a 240m RESA be required, the available runway length would need to reduce accordingly.

It is important to note that additional infrastructure would be required before the aerodrome could operate international flights such as a permanent Aerodrome Rescue and Fire Fighting Service (ARFFS) and ATC (Air Traffic Control) plus Customs & Border Control in the terminal.



**Figure 7 Range of existing Fokker 100 (red) vs proposed Boeing 737-800 (blue)**

#### **4.5 Runway layout**

The existing runway layout and runway strip dimensions shall be retained in the runway extension design. At both runway thresholds, a section of 50 m wide pavement will be adopted to provide suitable area for aircraft to undertake 180 degree turns to either line up for departure or back track following landings. This width is adequate for B737/A320 aircraft which can turn within 50m.

The runway layout for all options is shown on drawing No. 61-32392-C002 (Appendix C).

#### **4.6 Runway longitudinal profiles**

The runway longitudinal profiles for the runway extension are to comply with all CASA standards. A uniform slope for at least 300 m will be provided at the runway extension end.

The preliminary runway longitudinal profile for the runway extension options is shown on drawing No. 61-32392-C003 (Appendix C).

#### **4.7 Taxiways and RPT apron – layout**

The existing taxiway and RPT apron layout shall be retained. The taxiway and RPT apron layout and resurfacing extents for Taxiways A-C are shown on drawing 61-32392-C005 (Appendix C). No works are proposed for Taxiways D-G or the GA Apron as these will remain accessible for aircraft below 5,700kg.

Allowance has been made for the design Code C aircraft (737 and A320) to backtrack on the runway and only utilise Taxiways A-C for access between the runway and the apron.

#### **4.8 Stormwater runoff and drainage**

A number of drainage options were investigated to accommodate the surface runoff from the extended runway pavements, runway strip and RESA areas for the aerodrome.

For all aircraft pavements the minimum grades detailed in MOS 139 have been met to ensure adequate water runoff is achieved. The extension of the runway at the east end will require the fill of a 6 m wide OUD and removal of the existing 450 mm diameter culvert as the proposed extension RESA is designed to overlay this area. The runoff from this catchment will be directed to the existing swale drain that outflows to the irrigation channel to the east of the aerodrome.

During detailed design an assessment on the sizing of the drains for the catchment areas will need to be undertaken and modelling of flows to investigate if rock protection is required at outlets and/or transitions with the existing drainage channels.

## **4.9 Airfield lighting**

### **4.9.1 Airfield Lighting Upgrade**

For this prefeasibility study an allowance has been made to replace the existing runway edge lighting during the runway extension works. The light spacing's have been set out to comply with CASA MOS 139 standards and is shown on layout drawing No. 61-32392-E007 (Appendix C). Upgrades to the MIT/CCR have been included in the indicative fee estimate to supply the new runway edge lights.

### **4.9.2 Runway edge light fittings**

The currently installed Aircraft runway edge light fittings are considered MOS Part 139 compliant (based on the assessment of the age/condition of the fittings in the Annual Electrical Inspection 2014 report). There is no information in the 2014 Annual Electrical Inspection Report that suggests the runway edge light fittings are in a poor or unacceptable condition. The 2015 annual inspection has not been reviewed - this document may provide up to date information on the condition of the lighting.

### **4.9.3 Illuminated wind indicator (IWI)**

The IWI will require relocation to suit the revised threshold location for the runway extension at the western end. It is assumed that the existing IWI complies with the latest MOS Part 139 requirements and will not need to be replaced. An allowance has been made within the construction cost estimate for relocation. The IWI adjacent to the apron will remain in its current position.

### **4.9.4 AT-TVASIS**

An AT-TVASIS system is currently installed for both runway vectors (port side only) as approach guidance for pilots. The AT-TVASIS system for each vector consists of 10 x light units. It is recommended an allowance is made for replacement of the existing AT-TVASIS system with a PAPI system, therefore preventing the need to relocate 10 x light units. The PAPI system has improved maintenance and running costs due to the reduced number of PAPI boxes (4) compared to the AT-TVASIS boxes (10) per runway vector. Further development of the approach guidance system design will be undertaken during detailed design once the desired system is selected.

## **4.10 Airside access track and boundary fence**

The airside access track alignment at both east and west ends will be relocated to accommodate the extensions. The revised alignment is shown on the aerodrome extension layout plans. The design of the new access road is a 3.5 m wide unsealed access track suitable for a two wheel drive vehicle to match the existing.

The boundary fence alignment is also revised to border the extended runway strip and RESA perimeter and is offset to comply with the OLS restrictions. It is understood that the fence is being progressive replaced to ensure it is adequate for restricting wildlife access. The offset of the aerodrome safety crash gates is included in the design of the new fence alignment, with the provision for crash gates included beyond both runway ends.

# 5. Upgrade Extension Options

## 5.1 Runway extensions

In reviewing Options 1 and 2 from the 2013 Master Plan (discussed in Section 2.2) the proposed Master Plan Option 1 (extend runway at the west end by 520 m) runway extension along the existing runway alignment beyond the west end is the recommend and adopted option. GHD has undertaken further investigation as part of this study to determine the maximum runway pavement extension that is achievable at the west end. In addition, GHD has also investigated the opportunity to extend the runway at the east end by 61 m to increase the overall runway length further.

The following section outlines the four options analysed by GHD in developing the runway extension concepts with key considerations for each option listed in the following table.

The runway extension prefeasibility study drawings, included in Appendix C, show the runway extension design layout options and longitudinal grades and include the updated airfield lighting layout details.

**Table 4 Runway extension Option 1**

CdHcb %	
Summary	<ul style="list-style-type: none"> <li>Extend runway at west end by 480 m</li> <li>Runway width remains at 30 m and 50 m for the runway end turning node.</li> <li>Longitudinal grade at 0.5% for 300 m before vertical curve across chainage 820 – 950 and matching to the existing runway pavement grade.</li> <li>Minimises earthworks required for cut and fill of runway strip and pavements by matching extended strip to existing ground surface and following grade as close as possible for RESA and runway strip end.</li> <li>Borrow pit area avoided</li> </ul>
<b>Fi bk Um9I Hbgjcb`Gi a a Umi</b>	
Western end extension	480 m pavement extension (refer Figure 8)
Eastern end extension	0 m
<b>HcHJ`Fi bk Um@b[ H `</b>	<b>&amp; \$- `a `</b>

**Table 5 Runway extension Option 2**

Cdljcb`&	
Summary	<ul style="list-style-type: none"> <li>Extend runway at west end by 540 m</li> <li>Runway width remains at 30 m and 50 m for the runway end turning node.</li> <li>Longitudinal grade at 0.5% for 400 m before vertical curve across chainage 860 – 980 before matching to the existing runway pavement and geometric grade.</li> <li>Earthworks required for fill for runway strip and boxout for extension pavements. Significant earthworks required to fill RESA and to batter to existing ground level.</li> <li>Fence and access road aligned outside of RESA and runway strip boundary offset for minimum OLS clearance.</li> <li>Earthworks required to fill natural drainage channel at the end of RESA.</li> <li>General fill required for this option to retain the ground levels where material was previously excavated or eroded.</li> <li>Drainage assessment for suitable return period will need to be carried out during detailed design to assess extents of high water levels of Ord River and/or flooding extents</li> </ul>
<b>Fi bk Um9I hYbg]cb`Gi a a Ufm</b>	
Western end extension	540 m pavement extension (refer Figure 9)
Eastern end extension	0 m
<b>HcHJ`Fi bk Um@b[ h ``</b>	<b>&amp; * - `a `</b>

**Table 6 Runway extension Option 3**

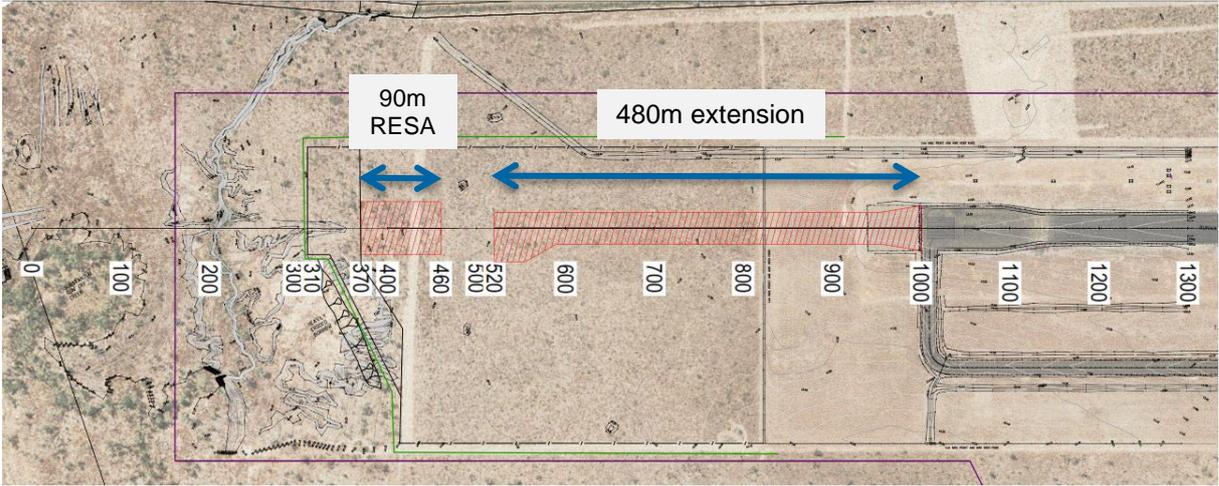
Cdljcb``	
Summary	<ul style="list-style-type: none"> <li>Extend runway at west end by 480 m</li> <li>Extend runway at east end by 61 m</li> <li>Runway width remains at 30 m and 50 m for the runway end turning node.</li> </ul> <p><b>: cf`k YghYbX`YI hYbg]cb.`</b></p> <ul style="list-style-type: none"> <li>Longitudinal grade at 0.5% for 300 m before vertical curve across chainage 820 – 950 and matching to the existing runway pavement grade.</li> </ul>

	<ul style="list-style-type: none"> <li>Minimises earthworks required for cut and fill of runway strip and pavements by matching extended strip to existing ground surface and following grade as close as possible for RESA and runway strip end.</li> <li>Borrow pit area avoided</li> </ul> <p><b>: cf`YUghYbX`Yl hYbg]cb.`</b></p> <ul style="list-style-type: none"> <li>As the extension is 61 m, the runway width will remain at 50 m to provide adequate turning area for aircraft backtracking for Runway 30 take-off.</li> <li>Regrade existing swale drain running to align with open unlined drain (OUD) for catchment to the south of the runway strip. Grade runway strip and RESA to ensure drainage paths match with existing swales.</li> <li>Remove 450 mm diameter pipe culvert for the swale drain aligned north/south as this swale will be filled for RESA</li> <li>During detail design drainage catchment assessments will be confirmed for the runway end area to ensure the existing OUD can accommodate flows. Review for the capacity of the outlet swales and recommendation for outlet protection will be determined.</li> <li>Height limitations for the private property adjacent to the runway on the eastern side are set based on the OLS levels. Building heights in the take-off OLS are restricted to less than 3.0 m, and 10.0 m for the transitional surface. As the property borders both OLS this restriction will need to be clearly understood by both the Airport Owner and the property holder.</li> <li>For Taxiway B the design for the fillet pavement at the intersection with the runway will be required, and additional taxiway lights for the edge lighting will be required.</li> </ul>
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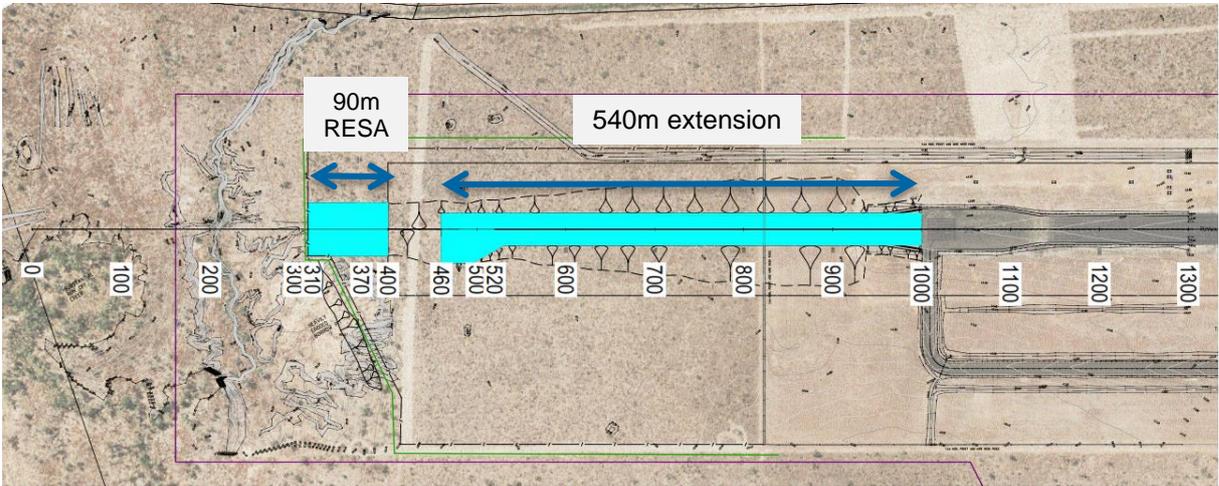
<b>Fi bk Um9I hYbg]cb`Gi a a Ufm`</b>	
Western end extension	480 m pavement extension (refer Figure 8)
Eastern end extension	61 m pavement extension (refer Figure 10)
<b>HcHJ`Fi bk Um@b[ h ``</b>	<b>&amp; +`\$`a `</b>

**Table 7 Runway extension Option 4**

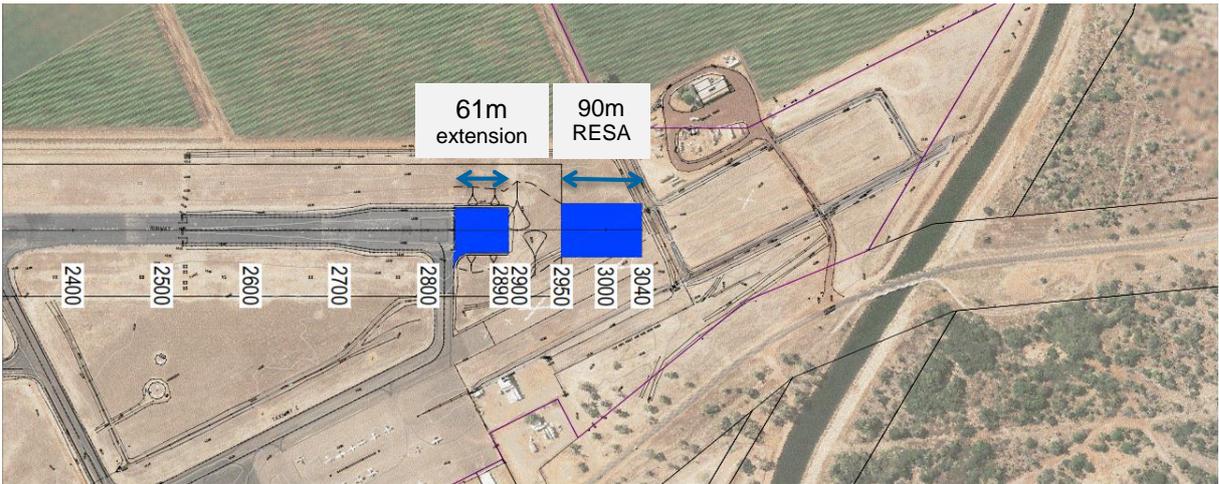
CdHjcb`(`	
Summary	<p>: cf`k YghYbX`YI H`Ybg]cb.`</p> <ul style="list-style-type: none"> <li>Extend runway by 540 m at the western end of the runway.</li> <li>Runway width remains at 30 m and 50 m for the runway end turning node.</li> <li>The same constraints as listed in Option 2</li> </ul> <p>: cf`YUghYbX`YI H`Ybg]cb.`</p> <ul style="list-style-type: none"> <li>Extend runway pavement by 61 m</li> <li>The same constraints as listed in Option 3</li> </ul>
<b>Fi bk Um9I H`Ybg]cb`Gi a a Ufm</b>	
Western end extension	540 m pavement extension (refer Figure 9)
Eastern end extension	61 m pavement extension (refer Figure 10)
<b>HcHJ`Fi bk Um@b[ H`</b>	<b>&amp;(` \$`a`</b>



**Figure 8 West extension – Option 1 & 3**



**Figure 9 West extension – Option 2 & 4**



**Figure 10 East extension – Option 3 & 4**

**Table 8 Runway extension Options 1-4 summary**

Option	New Runway 12/30 Length
Option 1	2,309 m
Option 2	2,369 m
Option 3	2,370 m
Option 4	2,430 m

## **5.2 Taxiways A, B and C**

Taxiways A, B and C confirm to MOS 139 design criteria's for minimum taxiway widths and no change is proposed to the layout or alignment of these taxiways. The runway extension options presented above do not impact on the existing taxiways layouts. Pavement strengthening will be required to accommodate the larger aircraft which is discussed in the following section.

## **5.3 RPT apron**

The current RPT apron accommodates three Code 3C aircraft. Two bays accommodate the Fokker 100 or a similar sized aircraft with the remaining bay suitable to accommodate the Embraer E170 or a similar sized aircraft. For aircraft such as the B737 and A320, the RPT apron can accommodate one aircraft of this size or similar, while the remaining two bays are occupied by Code 3C aircraft, such as the Fokker 100 or Embraer E170. The Master Plan details the potential apron expansion/s that could be required to accommodate additional Code 4 aircraft on the RPT apron during the high traffic scenarios. During detailed design confirmation from SWEK on the number of Code 4C parking bays required during the upgrade works will determine the adequacy of the existing parking layout, and confirm the operations for power in/power out manoeuvres by B737 and A320 aircraft. The tail heights of the B737 and A320 aircraft do not penetrate the OLS transitional surface at the existing parking locations on the RPT apron.

# 6. Aircraft Pavement Design

## 6.1 Background

GHD has undertaken a pavement investigation for the proposed runway extension of Runway 12/30 and provided an evaluation of the capability of the existing Taxiways A, B and C and RPT apron with regards to the future aircraft traffic. As noted in Section 2.2, GHD has excluded Taxiway D - G from the prefeasibility study to limit costs, as it is more cost effective for Code C aircraft to continue backtracking on the runway. Refer to the Preliminary Pavement Investigation and Design Report for full details.

The current runway pavement is performing adequately under the current loading and was recently overlaid with 60 mm of asphalt and grooved as part of the pavement strengthening program. The proposed typical pavement cross-sections for the runway extension pavement and Taxiways A, B and C are shown on drawing 61-32392-C004 (Appendix C).. The proposed pavement design is similar to the existing pavements and therefore no strengthening of the existing runway is required.

## 6.2 Pavement strength evaluation

GHD carried out pavement strength evaluation in 2014 prior to the asphalt overlay and excavated three pits in the existing runway. GHD reported the runway pavement consists of the following average thickness:

### Figure 6.1: Pavement Structure

- 20 mm of multiple chip seal; on
- 180 mm of base and subbase; on
- 1,300 mm of selected fill materials; on
- 230 mm of sand blanket; on
- subgrade.

## 6.3 Surfacing history and strengthening records

Previous investigations show that separate basecourse and sub-base layers on the existing aircraft pavements were difficult to distinguish and were recorded as one layer.

The runway was overlaid with a nominal 60 mm thickness of polymer modified AC14 asphalt in July 2015.

The maintenance records which were provided from East Kimberley Regional Airport (2014) show that in 2010 the subgrade and basecourse of Taxiways A, B and C were cement stabilised (7.5 m on each side of the centreline) to a total depth of 600 mm, sealed with a 10 mm and 7 mm double coat sprayed seal followed by a sand seal.

According to the maintenance records, the RPT apron was resealed in 2004 (aggregate size was not specified) and resealed again in 2014.

The current runway 12/30 pavement configuration including the recent asphalt overlay can be rated as follows:

**D7 B) %#: #7 #%( %'fB\$) 'DG-L#H'**

As listed in MOS 139 the pavement classification number (PCN) reported indicates that an aircraft with an aircraft classification number (ACN) equal to or less than the reported PCN can

operate on the pavement subject to any limitation on the tyre pressure, or aircraft all-up weight for specified aircraft types.

## **6.4 Site investigation**

### **6.4.1 Pavement visual inspection**

A site investigation was carried out between the 8<sup>th</sup> and 9<sup>th</sup> of August 2015 under the direction and supervision of a Senior Pavement Engineer from GHD. The works carried out comprised of the following:

- A visual inspection and assessment of the existing pavements on Taxiways A, B and C and the RPT Apron;
- Three trial pits were excavated to determine the existing pavement profiles on Taxiways A, B and C; and
- Four trial pits were excavated to provide an indication of ground conditions for the proposed runway extension.

### **6.4.2 Trial pits and laboratory testing**

Guerinoni and Son Plant Hire were engaged by GHD to excavate a total of seven trial pits using a 7t tracked excavator. The pits comprised:

- Three through the existing pavement profile on Taxiways A, B and C;
- Three along the centreline of the potential western extension; and
- One at the potential eastern extension.

Representative samples of the soils encountered in the test pits were submitted for laboratory testing. Laboratory testing was conducted by Mining and Civil Geotest Pty Ltd; a National Association of Testing Authorities (NATA) accredited soil testing laboratory in Jandakot, Perth.

The test pit investigation from the pavement edge of Taxiways A, B and C revealed multiple spray seals a granular pavement comprising blended river gravel base and river shingle general fill on clayey subgrade.

The test pits in the runway extension areas identified very stiff, SANDY CLAY subgrade which has expansive properties. A soaked subgrade CBR 4% was adopted for the runway extension areas, Taxiway A, B & C and CBR 10% for the RPT apron.

### **6.4.3 HWD Testing – Taxiways and RPT Apron**

Non-destructive Heavy Weight Deflectometer (HWD) testing was undertaken by ARRB Consultants on the 1<sup>st</sup> and 2<sup>nd</sup> of August 2015. The HWD testing was performed on the existing RPT apron and Taxiways A, B and C.

The HWD results show the taxiway and apron pavements to be relatively stiff over the majority of the pavements with localised softening around the edges of the RPT apron.

## **6.5 Future air traffic loading for pavement design**

Three traffic scenarios are considered for the traffic modelling for the aerodrome based on assumed design aircraft as described below in Table 9. This data was used for the proposed runway extension structural pavement design and taxiway and RPT apron pavement strengthening designs.

**Table 9 Predicted Air Traffic loading (20 Years)**

Scenarios	Aircraft Type	Design Period	
		2017 to 2021-22 (% of Aircraft)	2022 to 2036-37 (% of Aircraft)
1	B737-800	10	40
	A320-200	10	40
	F100	80	20
2	B737-800	10	90
	A320-200	0	0
	F100	90	10
3	B737-800	100	100
	A320-200	0	0
	F100	0	0

**6.5.1 Air traffic distribution**

The geometry and wind direction effect on the alignment of the runway influence the likely air traffic loading on the pavement. It is estimated that 60% of the aircraft take off from Runway 12. In order to access the hold point, aircraft need to enter the runway from the taxiways, travel the length of the runway and turn around at the end. As a consequence the aircraft loading on the pavement is increased to double the coverage if taking off on Runway 12.

**6.5.2 Taxiways and RPT apron traffic**

The majority of the aircraft will use Taxiway A and part of Taxiway C to access the parking bays on the RPT apron. The alternative route is along Taxiway B and part of Taxiway C. It is assumed that 90% of aircraft will utilise Taxiways A and C (partial) while the alternative, Taxiway B, will only be used by 10% of the aircraft. For simplicity, the entire Taxiway C has been designed for the section which is subject to 90% aircraft loading.

It is assumed that all aircraft will use the RPT apron.

**6.6 Taxiways and Apron Strengthening**

Based on the HWD survey, back calculated stiffness and pavement design analysis, the existing RPT apron and taxiway pavements require strengthening for the future design aircraft loadings.

**6.6.1 RPT apron pavement**

The RPT apron pavement has adequate pavement structure and a 60 mm asphalt overlay is recommended.

**6.6.2 Taxiway pavement**

The predicted traffic on the taxiways varies due to environmental constraints. For ease of construction and planning it is proposed that a single pavement design thickness is adopted for all of the pavements. It is recommended that 260 mm of cement modified crushed rock base material is placed on the existing pavement followed by a prime coat then water proofing chip seal and a 60 mm asphalt surfacing.

## 6.7 Runway Extension

The runway extension pavement proposed is similar to the existing pavement, except for the provision of a cement modified subbase to ensure that it is more rut resistant. The runway extension pavement preliminary design is detailed in Table 10.

The runway extension pavement preliminary design is detailed in Table 10.

**Table 10 Preliminary Runway Extension Pavement Design**

Thickness	Proposed Pavement layer profile (mm)
60 mm	Continuously graded polymer modified AC14 asphalt
10 mm + 5 mm	Water proofing chip seal on prime
150 mm	High quality fine crushed rock base
250 mm	Cement modified subbase
700 mm	River shingle or select granular fill
100 mm	Sand
In situ	Subgrade CBR 4%

The proposed runway extension pavement should be able to carry the indicated loading for the next 20 years with nominal routine maintenance with the proposed materials and thickness.

The current investigation report laboratory CBR values of between 3% and 13%. Given natural variation of the material, a lower band design CBR value of 4% was adopted for the pavement design. As a result, it was not considered necessary for any further contingency in the prefeasibility construction cost estimate. Further geotechnical investigation and soil testing of the existing pavement is recommended for the feasibility and detail design stages to confirm the subgrade CBR.

Refer to drawing No. 61-32392-C004 within Appendix C for recommended pavement details.

## 7. Recommendations

### 7.1 Preliminary runway length and pavement works

Based on the runway extension options assessment and preliminary pavement designs the following tables outlines the recommended runway extension length, airfield lighting upgrades, and associated taxiway and apron pavement upgrades to enable operations of the design aircraft into and out of Kununurra Airport.

**Table 11 Runway extension profile recommendation (Option 4)**

Runway Extension	Comment
Western end extension	540 m pavement extension
Eastern end extension	61 m pavement extension
Fi bk Umik ]Xh`	' \$`a`
Fi bk Umik ]Xh`	' \$`a`
Fi bk Umig\ ci `XYfg`	' `a` YUW `g]XY`
Fi bk Umiglf]d`k ]Xh`	' \$`\$`a` f]a` \$`a` `k ]h` ci h`UbX`UW`e i ]g]h]cbL`
HU ]k Umik ]Xh`	%`a`

**Table 12 Airfield lighting upgrade recommendations**

Airfield Lighting Upgrades	Comment
Runway edge lighting	Remove existing lights and replace and install new edge lights for total runway length
PAPI	Upgrading the existing AT-TVASIS system to a PAPI system
IWI	Relocate western end IWI to the new runway 12 threshold

**Table 13 Runway extension pavement recommendation**

Thickness	Proposed Pavement layer profile (mm)
60 mm	Continuously graded polymer modified AC14 asphalt
10 mm + 5 mm	Water proofing chip seal on prime
150 mm	High quality fine crushed rock base
250 mm	Cement modified subbase
700 mm	River shingle or select granular fill
100 mm	Sand

**Table 14 Apron and taxiways pavement recommendation**

Thickness	Proposed Pavement layer profile (mm)
<b>HUI jk Ung'5 ž6 'UbX'7 '</b>	
60 mm	Continuously graded polymer modified AC14 asphalt
10 mm + 5 mm	Water proofing chip seal on prime
260 mm	Cement modified base is placed on the existing pavement
<b>FDH'5 dfcb''</b>	
60 mm	Continuously graded polymer modified AC14 asphalt

## 7.2 Additional investigations for detailed design

The following additional information, among others, shall be investigated and confirmed in consultation with SWEK during the detailed design phase:

- Confirm the building heights on the private property at the east end of the runway.
- Confirm the terrain heights at locations that penetrate the OLS surfaces.
- Confirm the drainage catchment areas for the runway extension at the east and west end and undertake a channel sizing assessment for the proposed OUDs.
- Undertake further consultation with airlines to confirm operations of the B373 and A320 aircraft on the extended runway and for operations under the CAAP 235A-1(0).
- Confirm the existing runway edge light conditions and associated equipment and confirm the capacity of MITs to adequately supply the airfield lighting upgrade. Confirm the inclusion of the PAPI guidance system.
- Confirm the parking layout for the RPT apron to accommodate multiple Code 4C aircraft.
- Further geotechnical investigations to confirm subgrade strength, existing pavements and potential borrow pits. Refer to Section 10.5 of the Preliminary Pavement Investigation and Design Report for full details.

## 8. Construction Cost Estimates

### 8.1 Indicative cost estimates

An indicative construction cost estimate has been developed for the runway extension recommended Option 4 and is included in Appendix A.

The construction cost estimate is based on the preliminary design option recommended in Section 7 and will be further revised during the detailed design phase of the project. Elements of the design that have significant cost implications may be revised in the detailed design phase and this will result in an overall cost increase.

The rates applied in the indicative construction cost estimate are taken from similar jet aerodrome project in recent years that involved earthworks operations, pavement rehabilitation, airfield lighting installations and general civil works. These rates will change over the course of the Project.

Note that the construction cost included in Appendix A does not account for any land acquisition costs that should be included in the project's overall funding requirements. This land is not required to facilitate safe use of the A320-200 and B737-800 aircraft, however the Shire should commence acquisition of the land to improve operability of the airport. Refer to the Business Case Report for details of the land acquisition costs.

The following assumptions have been made in developing the indicative construction cost estimate:

- a. An overall contingency of 30% has been applied to the construction cost estimate. This is considered appropriate for this level of study.
- b. A total runway pavement extension of 601 m (Option 4) has been costed, with the pavement layer thickness and asphalt overlay material as outlined in Section 6.
- c. All runway pavement fill material will be sourced and imported from suitable local borrow pit/s.
- d. Replacement of the existing runway edge lights and associated pit and duct, and two single sided PAPIs have been included in the indicative construction cost estimate.
- e. Inclusive of engineering design and tender preparation fees.
- f. Inclusive of contract administration, project management and supervision fees by SWEK.
- g. Additional geotechnical investigation at a cost of \$50,000 has been included.

## **9. Safety in Design**

Safety in design (SiD) is an ongoing process throughout the life of the project. During the concept design stage, GHD identified a number of reasonably foreseeable hazards during a SiD risk assessment. The process considered design issues affecting the design, construction, commissioning, operation, and maintenance of the aerodrome. The design has been modified as far as reasonably practicable to eliminate inherent design and aerodrome operational risk. In considering the SiD for the construction of the aerodrome, the nature of the construction works and the risks associated with these are considered to be within the capability of a competent and experienced contractor.

The SiD summary is included in Appendix B

# 10. Concept Drawings

The following table lists the drawings included in the Runway Extension Prefeasibility Study Drawings. The drawing set is included in Appendix C.

**Table 15 Drawing List for Kununurra Runway Extension Feasibility Design**

Document No.	Title
61-32392-G001	LOCALITY PLAN AND DRAWING INDEX
61-32392-C002	RUNWAY EXTENSION OPTIONS PLAN
61-32392-C003	RUNWAY EXTENSION WEST & EAST END PLAN & LONGITUDINAL SECTION
61-32392-C004	RUNWAY & TAXIWAY PAVEMENT DETAILS
61-32392-C005	TAXIWAY AND APRON RESURFACING PLAN
61-32392-C006	RUNWAY EXTENSION – OBSTACLE LIMITATION SURFACES PLAN
61-32392-E007	RUNWAY EXTENSION – AIRFIELD LIGHTING SETOUT

# Appendices

# **Appendix A** – Preliminary Construction Cost Estimate

Prepared by GHD

Kununurra Airport Runway 12/30 Extension - Prefeasibility Study

61-3239203

Option 4 Extend runway pavements by 601m and upgrade Taxiway A, B and C and RPT Apron

EARTHWORKS, AIRCRAFT PAVEMENTS, DRAINAGE & ELECTRICAL WORKS

Recommended Option#

4

G:\61\3239202\Cost Estimates\MR EDIT OPTION 4 Costings for REPORT.xls]Development Estimate

ITEM	DESCRIPTION	AMOUNT
1-	GENERAL / PRELIMINARIES	2,700,000
2-	CLEARING, EARTHWORKS & DUST CONTROL	1,600,000
3-	AIRCRAFT PAVEMENTS	5,600,000
4-	DRAINAGE	100,000
5-	ELECTRICAL WORKS	1,600,000
6-	OTHER	750,000
7-	CONTINGENCY	3,700,000
<b>SUBTOTAL of CONSTRUCTION COSTS - Excl. GST:</b>		<b>16,050,000</b>
<b>D - ENGINEERING FEES</b>		
D - 1	Planning Fees (Not Applicable )	0
D - 2	Engineering Fees	0
D - 2.1	Design & Tender Preparation Fees	3.5% of Construction = 561,750
D - 2.2	Contract Administration by Shire	4.0% of Construction = 642,000
D - 2.3	Technical Support	50,000
D - 2.4	Other Fees / variations	
D - 2.41	Geotechnical Investigation	50,000
D - 2.5	Project Management Fees by Shire	100,000
<b>SUBTOTAL for : D - ENGINEERING FEES</b>		<b>1,403,750</b>
<b>SUBTOTAL of Sections A, B, C &amp; D - Excl. GST:</b>		<b>1,403,750</b>
<b>GRAND TOTAL (with construction costs) - Excl. GST:</b>		<b>17,453,750</b>
Add GST		1,745,375
<b>TOTAL DEVELOPMENT COST (Incl. GST):</b>		<b>19,199,125</b>



Job Manager:

(Sign & print name under)

RUSSELL CLAYTON

Project Director:

(Sign & print name under)

MICHAEL RYAN

Assumptions:

Disclaimer: GHD has prepared this cost estimate using information available to GHD and where required, based on assumptions made by GHD. Prices and quantities in the cost estimate may change. GHD does not represent, warrant or guarantee that the project can be completed for the cost estimates prepared by GHD. Cost estimate to be read in conjunction with Runway 12/30 Extension Prefeasibility Study Report. Qualifications and assumptions to this cost estimate are detailed in Section 8.

**Note:** The above development cost estimate is not valid unless checked, signed and approved by both the Job Manager and Project Director.

Sheet: Development Estimate

G:\61\3239202\Cost Estimates\MR EDIT OPTION 4 Costings for REPORT



CLIENT:

Shire of Wyndham East Kimberley

PROJECT:

KUNUNURRA AIRPORT RUNWAY EXTENSION  
OPTION 4 - Recommended Option

Ref No: 613239203

REVISION: B

B	RS	13/11/2015	MR	MR	Issued for Prefeasibility Study Preliminary Design
REV:	BY:	DATE:	CHD:	APP:	DESCRIPTION:

This MTO has been prepared at the request of SWEK to assist in the estimation of cost for the runway extension at Kununurra Airport, based on design drawings prepared by GHD. GHD has exercised due care consistent with the intended level of accuracy in preparation of this MTO and no warranty should be implied as to the accuracy of estimates. This MTO calls up items and quantities considered to have a material impact on the preliminary cost estimate. No allowances have been made for wastage, connections and fixing, variability in subsoil conditions, etc.

Item No.	Item Description	Unit	Quantity	Rate (\$)	Value (\$)
<b>1.0</b>	<b>PRELIMINARIES</b>				
1-	1 Mobilisation (People and sub-contractors from Perth, incld flights, accommodation for project duration, car hire for project)	Item	1	\$1,743,000.00	1,743,000.00
1-	2 Mobilisation (Plant and equipment from Kununurra)	Item	1	\$134,000.00	134,000.00
1-	3 Establishment of laydown, staging areas and site offices, amenities, lunchrooms and services	Item	1	\$107,000.00	107,000.00
1-	4 Insurances	Item	1	129,000.00	129,000.00
1-	5 Site inductions, meetings, etc	Item	1	\$40,000.00	40,000.00
1-	6 Safety Management Plan (SMP)	Item	1	\$10,000.00	10,000.00
1-	7 Environmental Management Plan (EMP)	Item	1	\$10,000.00	10,000.00
1-	8 Traffic Management Plan (TMP) and Traffic Control	Item	1	\$25,000.00	25,000.00
1-	9 Method of Works Plans (MOWP)	Item	1	\$20,000.00	20,000.00
1-	10 Establishment of site testing laboratory	Item	1	\$20,000.00	20,000.00
1-	11 Survey control and set out	Item	1	\$172,000.00	172,000.00
1-	12 QA plan	Item	1	\$10,000.00	10,000.00
1-	13 On site Laboratory and Testing	Item	1	\$100,000.00	100,000.00
1-	14 Contractor Supervision	Item	1	\$140,000.00	140,000.00
1-	15 Clean up and demobilisation (including plant and personnel)	Item	1	\$40,000.00	40,000.00
	<b>Subtotal</b>				<b>\$ 2,700,000</b>
<b>2.0</b>	<b>EARTHWORKS</b>				
2-	1 Borrow pit establishment, management and rehabilitation	Item	1	\$15,000.00	15,000.00
2-	2 Site clearing, grubbing, stockpiling or mulching of vegetation of works areas and carting to borrow pit offsite	Ha	15	\$700.00	10,500.00
2-	3 Strip topsoil 150 mm deep and stockpile within 1km of aerodrome	bcm	11,500	\$3.00	34,500.00
2-	4 Importing, placement, compaction, trimming and grading well graded granular fill material or river shingle for runway general fill material	ccm	17,900	\$30.00	537,000.00
2-	5 Importing, placement, compaction, trimming and grading of general fill material for runway strip to tie into runway pavement and RESA fill material	ccm	18,000	\$35.00	630,000.00
2-	6 Runway cut to fill material including placement, compaction, trimming and grading of material for runway strip to tie into runway pavement and RESA fill material	ccm	4,800	\$10.00	48,000.00
2-	7 Runway earthworks general cut to spoil and dispose material off site	bcm	4,000	\$20.00	80,000.00
2-	8 Runway importing of 100mm sand for pavement base layer	m <sup>2</sup>	24,500	\$10.00	245,000.00
2-	9 Rock excavation (provisional item)	m <sup>3</sup>		\$85.00	0.00
	<b>Subtotal</b>				<b>\$ 1,600,000</b>

<b>3.0 AIRCRAFT PAVEMENTS</b>						
<b>3a- RUNWAY EXTENSION</b>						
3a-	1	Prepare runway Subgrade	m <sup>2</sup>	24,400	\$5.00	122,000.00
		Supply, place and compact 250 mm Cement Modified Subbase for all associated runway pavement areas (excluding shoulders)	m <sup>2</sup>	20,600	\$10.00	206,000.00
3a-	2					
3a-	3	Supply, place and compact 150 mm Basecourse in runway pavements (including shoulders)	m <sup>2</sup>	24,300	\$10.00	243,000.00
3a-	4	Primer seal	m <sup>2</sup>	24,200	\$6.00	145,200.00
3a-	5	10mm + 5mm Water proofing chip seal on runway pavements (including shoulders)	m <sup>2</sup>	24,200	\$9.00	217,800.00
3a-	6	Supply and lay 60 mm Asphalt in runway pavement areas including tack coat and ramping (including shoulders)	m <sup>3</sup>	1,452	\$920.00	1,335,840.00
3a-	7	Runway Grooving across full length and full width of the runway extension and 30m wide on the turning node	m <sup>2</sup>	18,030	\$10.00	180,300.00
3a-	8	Supply, place and compact prime and seal, 150 mm gravel pavement for Runway 12 and 30 blast area	m <sup>2</sup>	3,600	\$15.00	54,000.00
<b>3b- TAXIWAY A, B AND C AND RPT APRON</b>						
3b-	9	Rip and dispose of existing taxiway areas for resurfacing	m <sup>2</sup>	24,600	\$8.00	196,800.00
3b-	10	Supply, place and compact 260 mm Basecourse in Taxiway A, B and C pavements	m <sup>2</sup>	24,600	\$20.00	492,000.00
3b-	11	10mm + 5mm Water proofing chip seal on taxiway and apron pavements (including shoulders)	m <sup>2</sup>	32,100	\$9.00	288,900.00
3b-	12	Primer seal	m <sup>2</sup>	32,100	\$6.00	192,600.00
3b-	13	Supply and lay 60 mm Asphalt in taxiway pavement areas including tack coat and ramping	m <sup>3</sup>	1,600	\$920.00	1,472,000.00
3b-	14	Supply and lay 60 mm Asphalt in RPT apron pavement areas, including tack coat	m <sup>3</sup>	450	\$920.00	414,000.00
3b-	15	Fuel Resistant Surface Treatment on aircraft parking bays	m <sup>2</sup>	3,000	\$13.00	39,000.00
<b>Subtotal</b>					<b>\$ 5,600,000</b>	
<b>4.0 DRAINAGE</b>						
4-	1	Construction of open unlined drains	m	1,200	\$25.00	30,000.00
4-	2	Remove and store of 450 dia culvert including associated headwalls at runway end 30	Item	1	\$400.00	400.00
4-	3	450mm dia. RRJ RCP class 2	m	10	\$300.00	3,000.00
4-	4	450 dia headwalls	Item	4	\$1,400.00	5,600.00
4-	5	Provisional items	Item	1	\$60,000.00	60,000.00
<b>Subtotal</b>					<b>\$ 99,000</b>	
<b>5.0 ELECTRICAL WORKS</b>						
5-	1	Supply and Install pit and duct system with cabling for all airside electrical works	m	5,200	\$160.00	832,000.00
5-	2	Supply and install Elevated Runway Edge lighting	No.	80	\$4,000.00	320,000.00
5-	3	Supply and install inset Bidirectional Runway Threshold/End lighting	No.	16	\$6,000.00	96,000.00
5-	4	Supply and install turning node lights	No.	5	\$3,500.00	17,500.00
5-	5	Supply and install single sided PAPI including footings	No.	2	\$60,000.00	120,000.00
5-	6	Labelling, aiming, testing and commissioning of airfield lighting and apron floodlighting systems	Item	1	\$25,000.00	25,000.00
5-	7	Supply and install control cubicle	Item	1	\$110,000.00	110,000.00
5-	8	Flight test and commissioning	Item	1	\$30,000.00	30,000.00
5-	9	Decommissioning and removal of AT-TVASIS and concrete pads, and make good for compliance with graded runway strip	/block	10	\$4,500.00	45,000.00
5-	10	Removal of existing elevated runway edge lighting	Item	62	\$60.00	3,720.00
<b>Subtotal</b>					<b>\$ 1,600,000</b>	

<b>6.0 OTHER</b>						
6-	1	Pavement line marking on runway	Item	1	\$75,000.00	75,000.00
6-	2	Stock Proof and Perimeter Chain Link Fencing	m	1,500	\$160.00	240,000.00
6-	3	Crash gates	no.	2	\$4,000.00	8,000.00
6-	4	Signage	Item			0.00
6-	5	Gable markers	no.	6	\$1,000.00	6,000.00
6-	6	White cone markers	no.		\$300.00	0.00
6-	7	Update Departure and Approach Procedures	Item	1	\$150,000.00	150,000.00
6-	8	Update Aerodrome Manual to incorporate aerodrome works	Item	1	\$50,000.00	50,000.00
6-	9	Lighting of terrain for Obstacle Limitation Surface restrictions and loppings where required for OLS works	Item	1	\$60,000.00	60,000.00
6-	10	Relocate IWI including concrete footings	Item	1	\$15,000.00	15,000.00
6-	11	Remove existing chain link fence	m	450	\$20.00	9,000.00
6-	12	Aerodrome access road preparation of subgrade including compaction	m <sup>2</sup>	8,000	\$4.00	32,000.00
6-	13	Aerodrome access road supply, place, compact natural gravel basecourse 250mm thick	m <sup>2</sup>	8,000	\$10.00	80,000.00
6-	14	As-constructed survey and drawings	Item	1	\$25,000.00	25,000.00
<b>Subtotal</b>						<b>\$ 750,000</b>
<b>7.0 CONTINGENCY</b>						
7-	1	30% Contingency	30%	of	\$12,349,000.00	3,704,000.00
<b>Subtotal</b>						<b>\$ 3,704,000</b>
					<b>Cost (Exc GST)</b>	<b>\$ 16,053,000</b>
					<b>GST</b>	<b>\$ 1,605,300</b>
					<b>Total Cost</b>	<b>\$ 17,658,300</b>

# **Appendix B** - Safety in Design



## Prefeasibility Study: Kununurra Airport Extension and Pavement Upgrade Safety in Design Assessment



Notes: \*Designs with significant quantities of dangerous goods may require detailed risk assessments under Dangerous Goods or Major Hazard legislation

\* Most industrial processes will require an industry specific assessment, e.g. HAZOP and/or Quantitative Risk Assessment for facilities that have chemical or high-pressure processes under Dangerous Goods or Major Hazard legislation.

Design Life Cycle:		Investigation and Design	Setup, Construction and Commissioning	Operation	Maintenance	Disposal	Date: 4/11/2015			Revision No: A						
Job Name:		Kununurra Airport Extension and Pavements Upgrade		Job No:	613239202	Client	SWEK			Design:	Concept Design and Options Analysis					
People involved in Risk Assessment:		Michael Ryan, Richard Stevenson														
Risk ID	Design Ref	Design Life Cycle Stage <small>(Select from Drop Down Box)</small>	Event Description	Risk/Impacts <small>What could go wrong and what might happen as a result</small>	Existing Control Measures	Initial Risk Rating			Potential Control Measures <small>(Consider Hierarchy of Control - Elimination, Substitution, Isolation, Engineering Controls, Administrative Controls, PPE)</small>	Responsibility	By When	Decision / Status	Residual Risk Rating			Comments
						C	L	RR					C	L	RR	
1.01	Construction buildings (amenities, accommodation, workshops, storage)	Setup, Construction and Commissioning	Inappropriate Emergency Escape Routes in construction/operational phase. Personnel unable to escape in emergencies, aircraft unable to be manoeuvred in emergency situation	Injury to personnel - burns etc, Aircraft damage		E	2	Significant	Contractors SMP, marking of access routes (Contractor's TMP)	SWEK	Mobilisation of construction equipment	Confirmed by SWEK	E	1	Moderate	
1.02	Removal of existing pavement material (e.g. milling)	Setup, Construction and Commissioning	Risk to personnel in milling process, increased risk of FOD leading to damage to aircraft	Aircraft damage, injury to personnel, plant damage		B	3	Low	Monitor pavements for damage, abrasion and exacerbated wear from truck and heavy plant usage	Contractor	During construction phase	Confirmed by SWEK	B	3	Low	
1.03	Construction plant	Setup, Construction and Commissioning	Construction Plant noise/vibration, Personnel working close to vibrating/loud construction machinery	Vibration, Hearing damage to personnel		C	2	Low	PPE, Contractor's SMP, exclusion zones, noise limitations, mufflers	Contractor	During construction phase	Confirmed by SWEK	C	1	Low	
1.04	Construction plant	Setup, Construction and Commissioning	Construction Vehicles (access, traffic management, road conditions, load and dimensions), Speed of construction plant/vehicles	Injury to personnel		C	4	Moderate	Provide adequate drainage for runoff including crossfall, relief culverts, tables drains as necessary	GHD	During Detailed Design	Include in Detailed Design	C	1	Low	
1.05	Aerodrome Pavements	Setup, Construction and Commissioning	Delays in procurement of material during construction	Project delays and increased costs		D	3	Significant	1. Identify suitable borrow pit material locations in early development stage of project. 2. Utilise local materials through modifying/blending to meet requirements to avoid importing. 3. Appropriate contractor management for procurement of material.	1. Confirmed by SWEK or during detailed geotechnical investigation 2. GHD 3. SWEK	During Detailed Design	Sirius to manage	D	2	Moderate	
1.06	Runway Extension	Operation	Rain / natural creek flows	Altered cross flow of runoff water impacting on flora		D	3	Significant	No high velocity water flows expected due to general terrain Existing water courses to be controlled by diversion drains.	GHD	During Detailed Design	GHD to provide adequate drainage	D	2	Moderate	
1.07	Aerodrome Pavements	Setup, Construction and Commissioning	Flora and fauna permits not obtained early in schedule	Restricted access to borrow pits resulting in delays		D	3	Significant	Permits to be obtained prior to construction works	SWEK	Prior to construction	SWEK to manage	D	1	Moderate	
1.08	Aerodrome Pavements	Maintenance	Inadequate sealing of pavement surface due to poor construction methodology	Excessive maintenance repair frequency over life of mine		B	4	Low	QA Measures during Construction	SWEK	Construction	SWEK to manage	B	2	Negligible	
1.09	Aerodrome	Maintenance	Rain water runoff pooling on the road runway	Pooling water may weaken road pavement requiring road repairs, etc Runway not operational due to repair work		C	4	Moderate	Provide adequate drainage for runoff including appropriate crossfall, relief culverts, tables drains as necessary	GHD	During Detailed Design	Include in Detailed Design	C	1	Low	
1.10	Aerodrome	Investigation and Design	Inadequate pavement design due to insufficient Geotech information	To progress to detailed design without appropriate geotechnical information may result with an inadequate pavement design		C	4	Moderate	Complete adequate Geotech investigation and incorporate results into detailed design	GHD/SWEK	During Detailed Design		C	1	Low	

Risk ID	Design Ref	Design Life Cycle Stage <small>(Select from Drop Down Box)</small>	Event Description	Risk/Impacts <small>What could go wrong and what might happen as a result</small>	Existing Control Measures	Initial Risk Rating			Potential Control Measures <small>(Consider Hierarchy of Control - Elimination, Substitution, Isolation, Engineering Controls, Administrative Controls, PPE)</small>	Responsibility	By When	Decision / Status	Residual Risk Rating			Comments
						C	L	RR					C	L	RR	
1.11	Aerodrome	Operation	Aircraft damage/incident during landing and take off due to birds strike and/or vegetation growth over height in flight path	Aircraft incident, fatalities plane breakdown on the ground		D	3	Significant	1. Clearing diagram at Runway end 12 developed and to include bird management. 2. Bird attracting areas at Runway end 12 (Ord River) monitored if continually present. 3. All planned clearing activities to be documented and provided to client for relevant approvals.	GHD/SWEK	During Detailed Design	Include in Detailed Design	D	2	Moderate	
1.12	Aerodrome	Operation	Hydrocarbons (oils and fuel) leaking from planes parked on apron impacting on surface	Plane incident, facilities		C	3	Moderate	Fuel resistance Surface Treatment to be used to protect the apron parking bay	GHD/SWEK	Detailed design/maintenance during operation	Include in Detailed Design	C	2	Low	
1.13	Aerodrome	Operation	Unrestricted larger animal movements near aerodrome	Plane incident, facilities		C	3	Moderate	1. Runway fenced is reinstated to preclude large animals from aerodrome 2. Large animals are more likely to be observed by pilots. 3. Runway to be checked prior to arrival of plane	GHD/SWEK	Detailed design/maintenance during operation	GHD to include appropriate fencing in detailed design.	C	2	Low	
1.14	Aerodrome	Operation	Obstacle issues in and around flight path due to unknown clearances between aircraft and various ground installations	Aeroplane flight implications		C	3	Moderate	Confirm OLS terrain clearances and objects during concept design	GHD	Concept Design and Options Analysis	GHD to incorporate OLS clearances in design.	C	2	Low	
1.15	Aerodrome	Setup, Construction and Commissioning	Stockpiling top soil stripping and vegetation clearing debris	Stockpiling areas not being defined prior to construction		B	3	Low	Include cleared material stockpile in the clearing diagram plan.	GHD/SWEK	Detailed Design	Stockpiling/laydown areas to be defined on detailed design drawings	A	1	Negligible	
1.16	Aerodrome	Setup, Construction and Commissioning	Construction laydown area			B	3	Low	Identify construction lay down area and mark on clearing plan.	GHD/SWEK	Detailed Design	Stockpiling/laydown areas to be defined on detailed design drawings	A	1	Negligible	
1.17	Aerodrome	Setup, Construction and Commissioning	NOTAM issued for Kun Airport	Pilots are not updated on the aerodrome closure and attempt to land aircraft on runway during construction		D	3	Significant	Ensure NOTAM is issued and filed with CASA	SWEK	Detailed Design	Responsibility of SWEK	D	1	Moderate	
1.18	Aerodrome	Setup, Construction and Commissioning	RFDS required emergency access to runway	Potential incident with construction crew working at Runway end 12 with forced landing of aircraft		E	3	Extreme	Ensure NOTAM is current. Contractor to develop appropriate Safety Management Plan to address forced landing during the runway works	SWEK/Contractor	Setup		E	2	Significant	
1.19	Aerodrome	Setup, Construction and Commissioning	Delay in certification processes for operation of aerodrome	Delay in aerodrome operations		C	3	Moderate	Early commencement of certification process (Regular dialogue with CASA to update them on progress of runway extension).	GHD/SWEK	Detailed Design	Include in Detailed Design	C	2	Low	

# **Appendix C** – Runway Extension Prefeasibility Study Drawings

# SHIRE OF WYNDHAM EAST KIMBERLEY EAST KIMBERLEY REGIONAL AIRPORT RUNWAY 12/30 EXTENSION PREFEASIBILITY STUDY

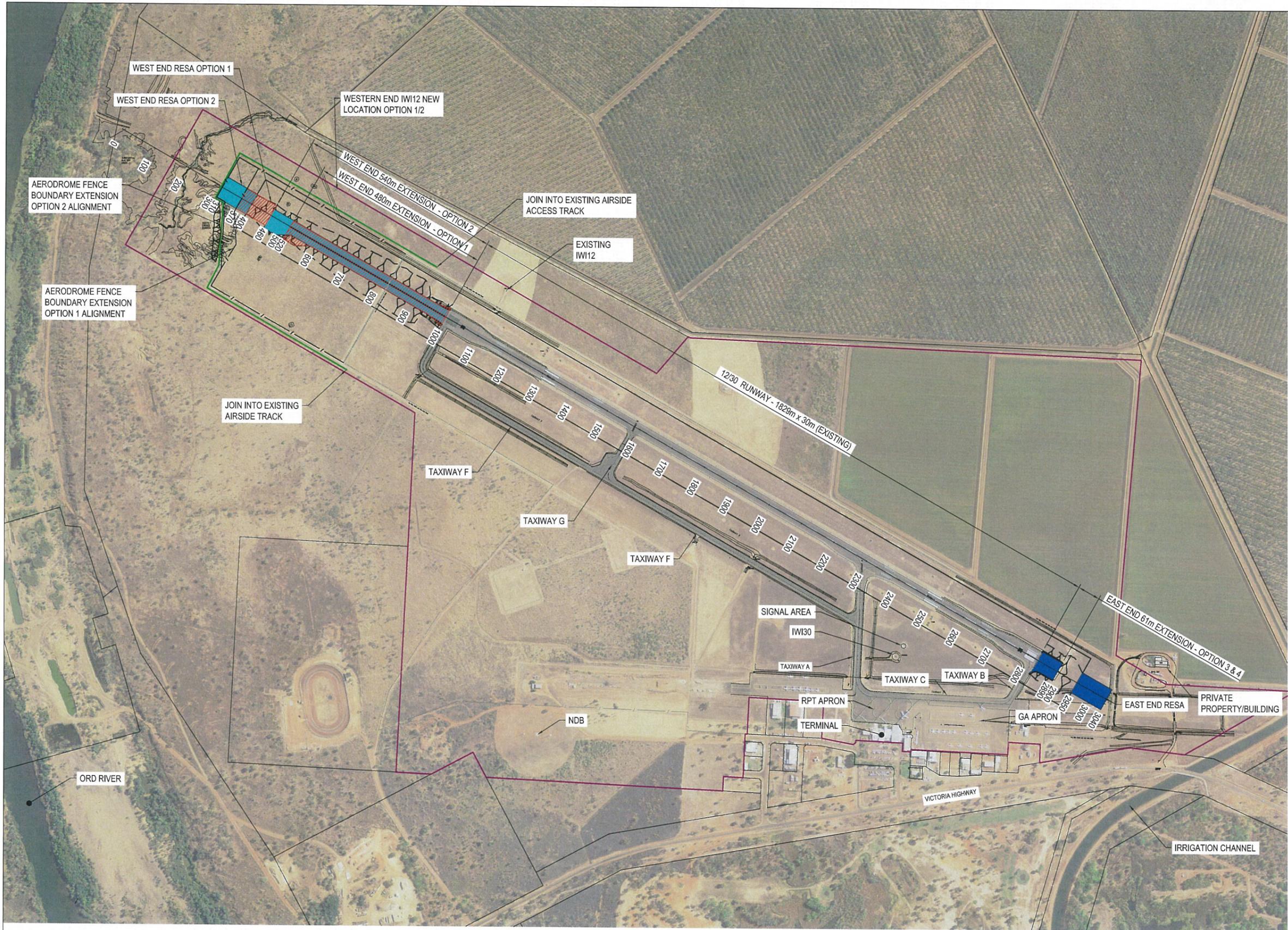


RUNWAY PLAN  
SCALE 1:10,000

DRAWING INDEX	
DRAWING NUMBER	DRAWING TITLE
GENERAL	
61-32392-G001	LOCALITY PLAN AND DRAWING INDEX
CIVIL	
61-32392-C002	RUNWAY EXTENSION - OPTIONS PLAN
61-32392-C003	RUNWAY EXTENSION - WEST & EAST END EXTENSION PLAN & LONGITUDINAL SECTION
61-32392-C004	RUNWAY & TAXIWAY PAVEMENT DETAILS
61-32392-C005	TAXIWAY & APRON RESURFACING PLAN
61-32392-C006	RUNWAY EXTENSION - OBSTACLE LIMITATION SURFACES PLAN
ELECTRICAL	
61-32392-E007	RUNWAY EXTENSION - AIRFIELD LIGHTING - SETOUT

**PRELIMINARY**

<table border="1"> <tr> <td>No</td> <td>Revision</td> <td>Note: * Indicates signatures on original issue of drawing or last revision of drawing</td> <td>Drawn</td> <td>Job Manager</td> <td>Project Director</td> <td>Date</td> </tr> <tr> <td>A</td> <td>ISSUED FOR PRELIMINARY CONCEPT DESIGN</td> <td></td> <td>AR</td> <td>WR</td> <td>25/11/15</td> <td></td> </tr> </table>				No	Revision	Note: * Indicates signatures on original issue of drawing or last revision of drawing	Drawn	Job Manager	Project Director	Date	A	ISSUED FOR PRELIMINARY CONCEPT DESIGN		AR	WR	25/11/15				<p>SCALE 1:10,000 AT ORIGINAL SIZE</p>	<p>Level 10, 999 Hay Street Perth WA 6000 PO Box Y3106 Perth WA 6832 Australia T 61 8 6222 8222 F 61 8 6222 8555 E permall@ghd.com.au W www.ghd.com</p>	<p><b>DO NOT SCALE</b></p> <p>Conditions of Use. This document may only be used by GHD's client (and any other person who GHD has agreed can use this document) for the purpose for which it was prepared and must not be used by any other person or for any other purpose.</p>	<table border="1"> <tr> <td>Drawn</td> <td>A. ROBINSON</td> <td>Designer</td> <td>R. STEVENSON</td> </tr> <tr> <td>Drafting Check</td> <td></td> <td>Design Check</td> <td></td> </tr> <tr> <td>Approved (Project Director)</td> <td></td> <td>Date</td> <td></td> </tr> <tr> <td>Scale</td> <td>AS SHOWN</td> <td colspan="2">This Drawing must not be used for Construction unless signed as Approved</td> </tr> </table>	Drawn	A. ROBINSON	Designer	R. STEVENSON	Drafting Check		Design Check		Approved (Project Director)		Date		Scale	AS SHOWN	This Drawing must not be used for Construction unless signed as Approved		<table border="1"> <tr> <td>Client</td> <td>SHIRE OF WYNDHAM EAST KIMBERLEY</td> </tr> <tr> <td>Project</td> <td>RUNWAY EXTENSION PREFEASIBILITY STUDY</td> </tr> <tr> <td>Title</td> <td>LOCALITY PLAN AND DRAWING INDEX</td> </tr> <tr> <td>Original Size</td> <td>A1</td> </tr> <tr> <td>Drawing No:</td> <td>61-32392-G001</td> </tr> <tr> <td>Rev:</td> <td>A</td> </tr> </table>	Client	SHIRE OF WYNDHAM EAST KIMBERLEY	Project	RUNWAY EXTENSION PREFEASIBILITY STUDY	Title	LOCALITY PLAN AND DRAWING INDEX	Original Size	A1	Drawing No:	61-32392-G001	Rev:	A
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SETOUT CO-ORDINATES		
SETOUT POINTS	EASTING	NORTHING
CH 460	44356.163	255622.670
CH 520	44408.305	255592.985
CH 1000	44825.454	255355.526
CH 2829	46414.925	254450.703
CH 2890	46467.946	254420.475

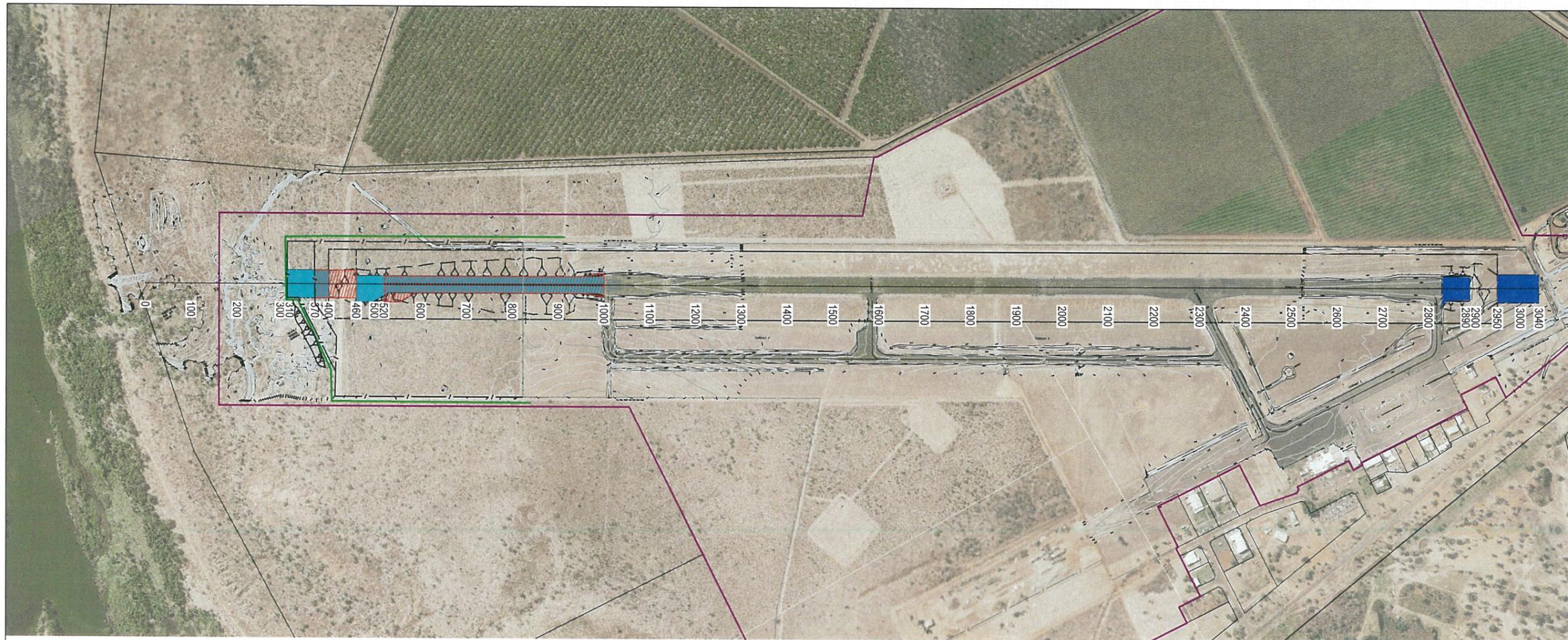
- LEGEND**
- 2500 CHAINAGE
  - WEST END EXTENSION - OPTION 1 RUNWAY EXTENDED BY 480m
  - WEST END EXTENSION - OPTION 2 RUNWAY EXTENDED BY 540m
  - EAST END EXTENSION - OPTION 3 & 4 RUNWAY EXTENDED BY 61m
  - AERODROME CADASTRAL BOUNDARY
  - CADASTRAL BOUNDARY
  - AIRSIDE ACCESS ROAD
  - EXISTING AERODROME FENCE BOUNDARY
  - NEW AERODROME FENCE BOUNDARY
  - NDB NON DIRECTIONAL BEACON
  - RESA RUNWAY END SAFETY AREA

RUNWAY EXTENSION OPTIONS SUMMARY		
OPTION 1	RUNWAY 12 EXTENSION	480 m
	RUNWAY 30 EXTENSION	0 m
	TOTAL RUNWAY LENGTH	2309 m
OPTION 2	RUNWAY 12 EXTENSION	540m
	RUNWAY 30 EXTENSION	0m
	TOTAL RUNWAY LENGTH	2369 m
OPTION 3	RUNWAY 12 EXTENSION	480 m
	RUNWAY 30 EXTENSION	61 m
	TOTAL RUNWAY LENGTH	2370 m
OPTION 4	RUNWAY 12 EXTENSION	540m
	RUNWAY 30 EXTENSION	61m
	TOTAL RUNWAY LENGTH	2430 m

PLAN  
SCALE 1:5000

**PRELIMINARY**

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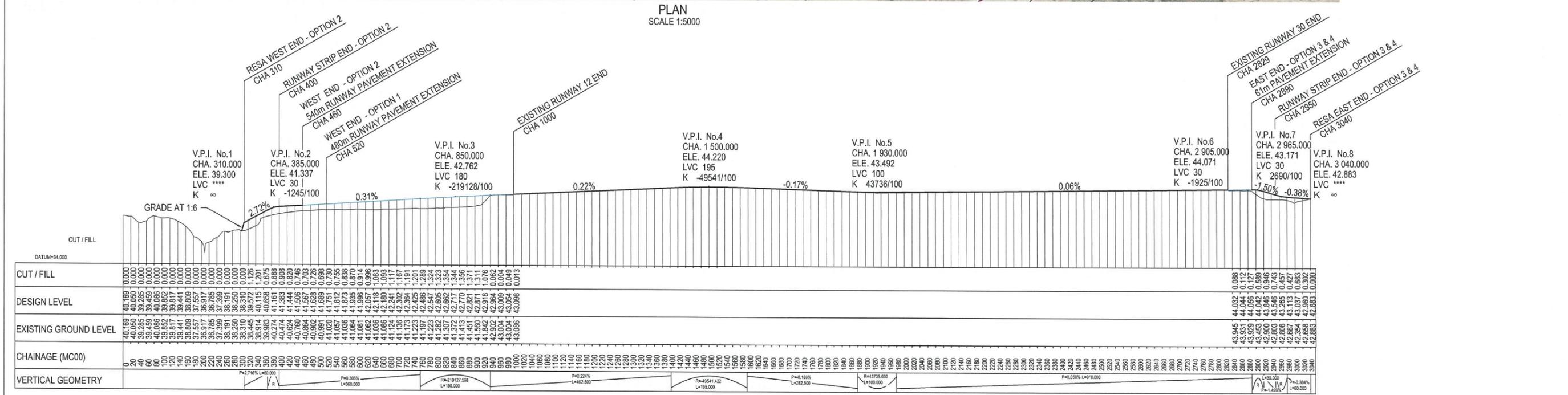


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PLAN  
SCALE 1:5000



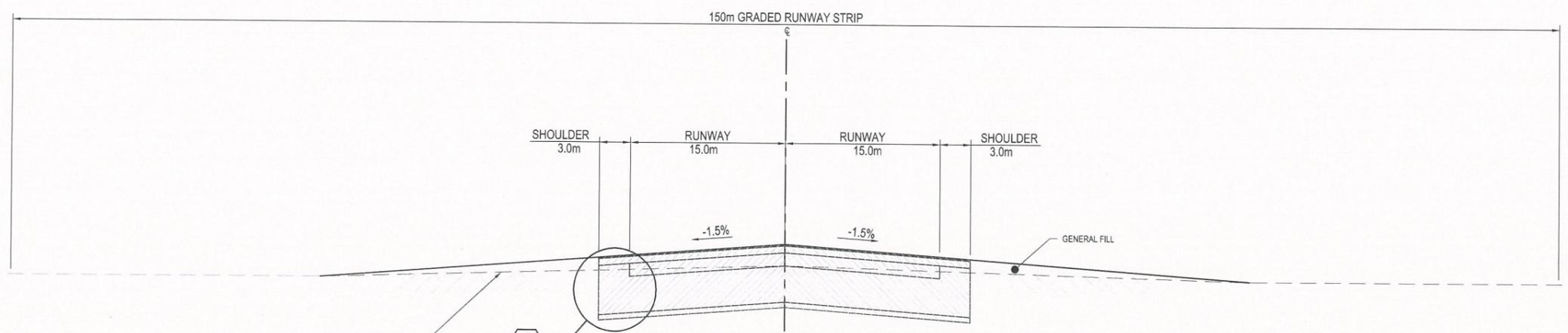
LONGITUDINAL SECTION FOR RUNWAY EXTENSION OPTIONS  
SCALE 1:5000 HIGH / VERTICAL 1:250

**PRELIMINARY**

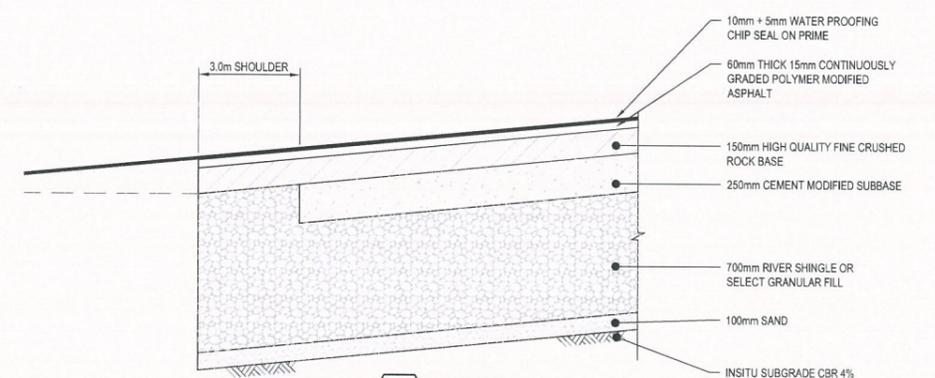
		<p><b>DO NOT SCALE</b></p> <p>Conditions of Use: This document may only be used by GHD's client (and any other person who GHD has agreed can use this document) for the purpose for which it was prepared and must not be used by any other person or for any other purpose.</p>	<p>Drawn A. ROBINSON</p> <p>Drafting Check</p> <p>Approved (Project Director)</p> <p>Date</p> <p>Scale AS SHOWN</p>	<p>Designer R. STEVENSON</p> <p>Design Check</p>	<p>Client <b>SHIRE OF WYNDHAM EAST KIMBERLEY</b></p> <p>Project <b>RUNWAY EXTENSION PREFEASIBILITY STUDY</b></p> <p>Title <b>RUNWAY EXTENSION - WEST &amp; EAST END EXTENSION PLAN &amp; LONGITUDINAL SECTION</b></p> <p>Original Size <b>A1</b></p> <p>Drawing No: <b>61-32392-C003</b></p> <p>Rev: <b>A</b></p>
<p>A ISSUED FOR PRELIMINARY CONCEPT DESIGN</p> <p>No Revision Note: * Indicates signatures on original issue of drawing or last revision of drawing</p>	<p>AR [Signature]</p> <p>MR [Signature]</p> <p>25/11/15</p>	<p>Scale 1:5000 AT ORIGINAL SIZE</p> <p>Scale 1:250 AT ORIGINAL SIZE</p>	<p>Level 10, 999 Hay Street Perth WA 6000</p> <p>PO Box Y3106 Perth WA 6832 Australia</p> <p>T 61 8 6222 8222 F 61 8 6222 8555</p> <p>E permail@ghd.com.au W www.ghd.com</p>	<p>This Drawing must not be used for Construction unless signed as Approved</p>	

**NOTES**

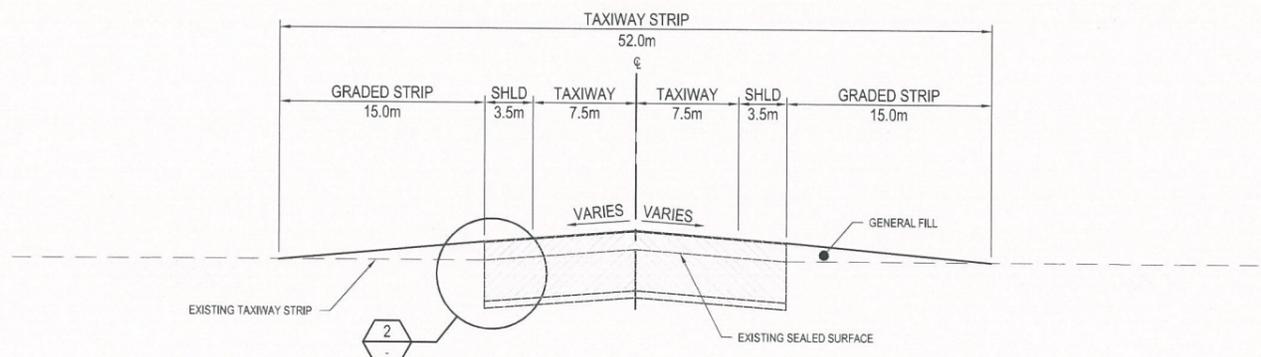
1. DIMENSIONS ARE IN METRES UNLESS OTHERWISE SPECIFIED.
2. 150mm OF TOPSOIL IS TO BE STRIPPED OVER FULL EXTENT OF EARTHWORKS.



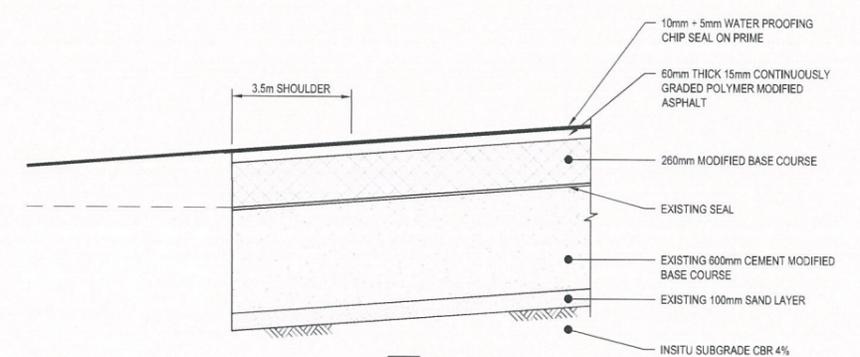
**TYPICAL SECTION: RUNWAY PAVEMENT AND STRIP**  
SCALE 1:250(H) 1:50(V)



**1 DETAIL**  
NTS



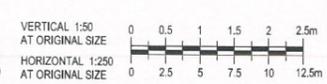
**TYPICAL SECTION: TAXIWAYS 'A', 'B' AND 'C' PAVEMENT AND STRIP**  
SCALE 1:250(H) 1:50(V)



**2 DETAIL**  
NTS

**PRELIMINARY**

No	Revision	Note	Drawn	Job Manager	Project Director	Date
B	RE-ISSUED FOR PRELIMINARY CONCEPT DESIGN		AR			21/11/15
A	ISSUED FOR PRELIMINARY CONCEPT DESIGN		AR	RAC	MR	25/11/15

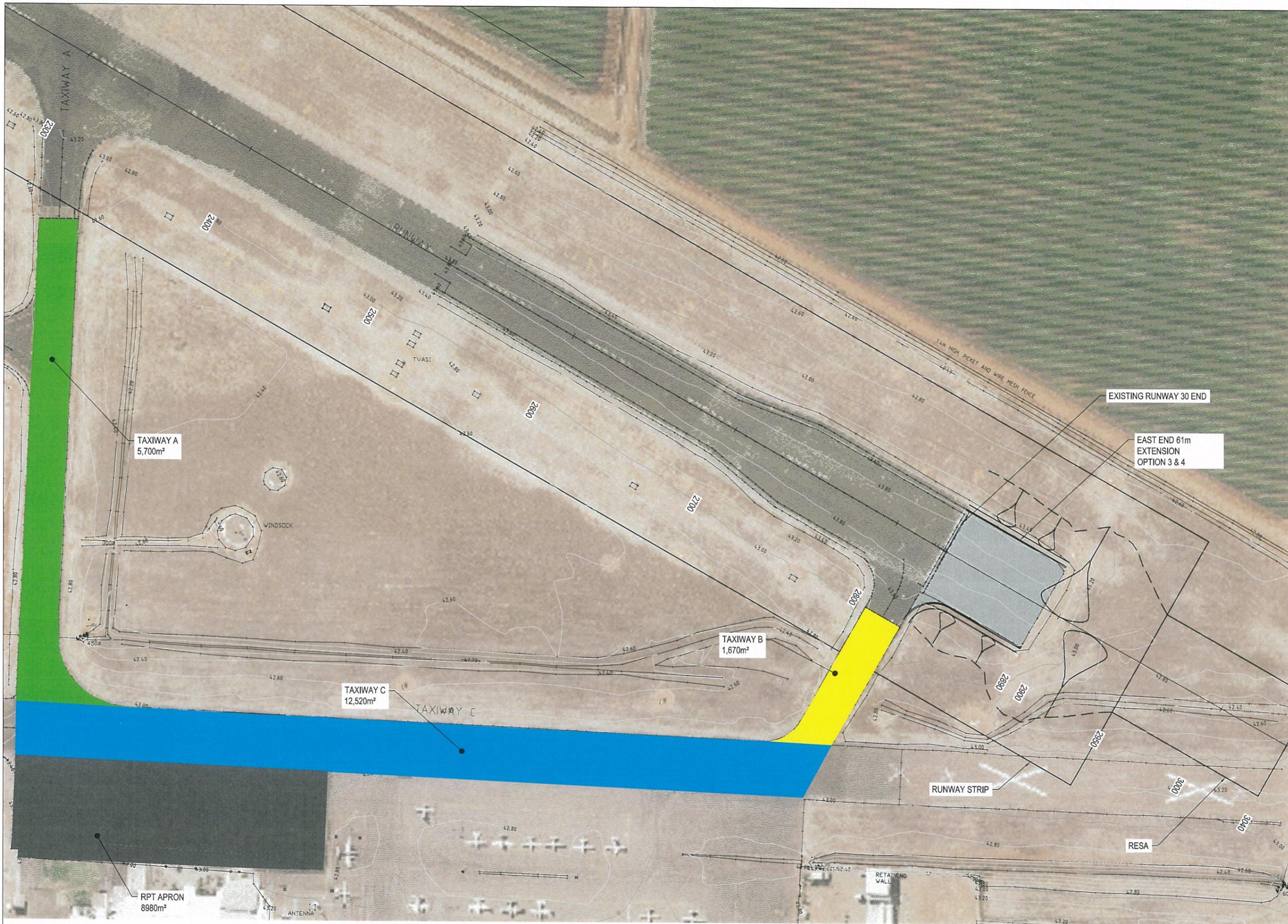


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Drawn A. ROBINSON Designer R. STEVENSON  
Drafting Check Design Check  
Approved (Project Director)  
Date  
Scale AS SHOWN  
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Client **SHIRE OF WYNDHAM EAST KIMBERLEY**  
Project **RUNWAY EXTENSION PREFEASIBILITY STUDY**  
Title **RUNWAY & TAXIWAY PAVEMENT DETAILS**  
Original Size **A1**  
Drawing No: **61-32392-C004**  
Rev: **B**



- NOTES**
1. ALL DIMENSIONS IN METRES (m) OTHERWISE NOTED
  2. HEIGHT DATUM A.H.D
  3. HORIZONTAL DATUM CO-ORDINATES KUN94.
  4. SURVEY PROVIDED BY MNG.
  5. REFER TO DRG 61-32392-C-004 FOR TYPICAL PAVEMENT CROSS SECTIONS.
  6. PAVEMENT RECONSTRUCTION, INSITU STABILISATION OF EXISTING PAVEMENT WITH CEMENT MODIFIED BASECOURSE DEPTH OF 260mm, WITH 10mm + 5mm WATERPROOFING CHIPSEAL ON PRIME WITH 60mm THICK 15mm CONTINUOUSLY GRADED POLYMER MODIFIED ASPHALT.

- LEGEND**
- 2500 CHAINAGE
  - TAXIWAY A RESURFACING EXTENT REFER NOTE 6.
  - TAXIWAY B RESURFACING EXTENT REFER NOTE 6.
  - TAXIWAY C RESURFACING EXTENT REFER NOTE 6.
  - RPT APRON RESURFACING EXTENT 60mm CONTINUOUSLY GRADED POLYMER MODIFIED AC14 ASPHALT
  - EAST END 61m EXTENSION OPTION 3 & 4
  - EDGE OF RUNWAY STRIP
  - EDGE OF 2015 ASPHALT RUNWAY RESEAL EXTENT
  - EXISTING CONTOUR

PLAN  
SCALE 1:1000

**PRELIMINARY**

A ISSUED FOR PRELIMINARY CONCEPT DESIGN		AR	24/11/15
No	Revision	Note: * Indicates signatures on original issue of drawing or last revision of drawing	Date
Drawn	Job Manager	Project Director	Date

N

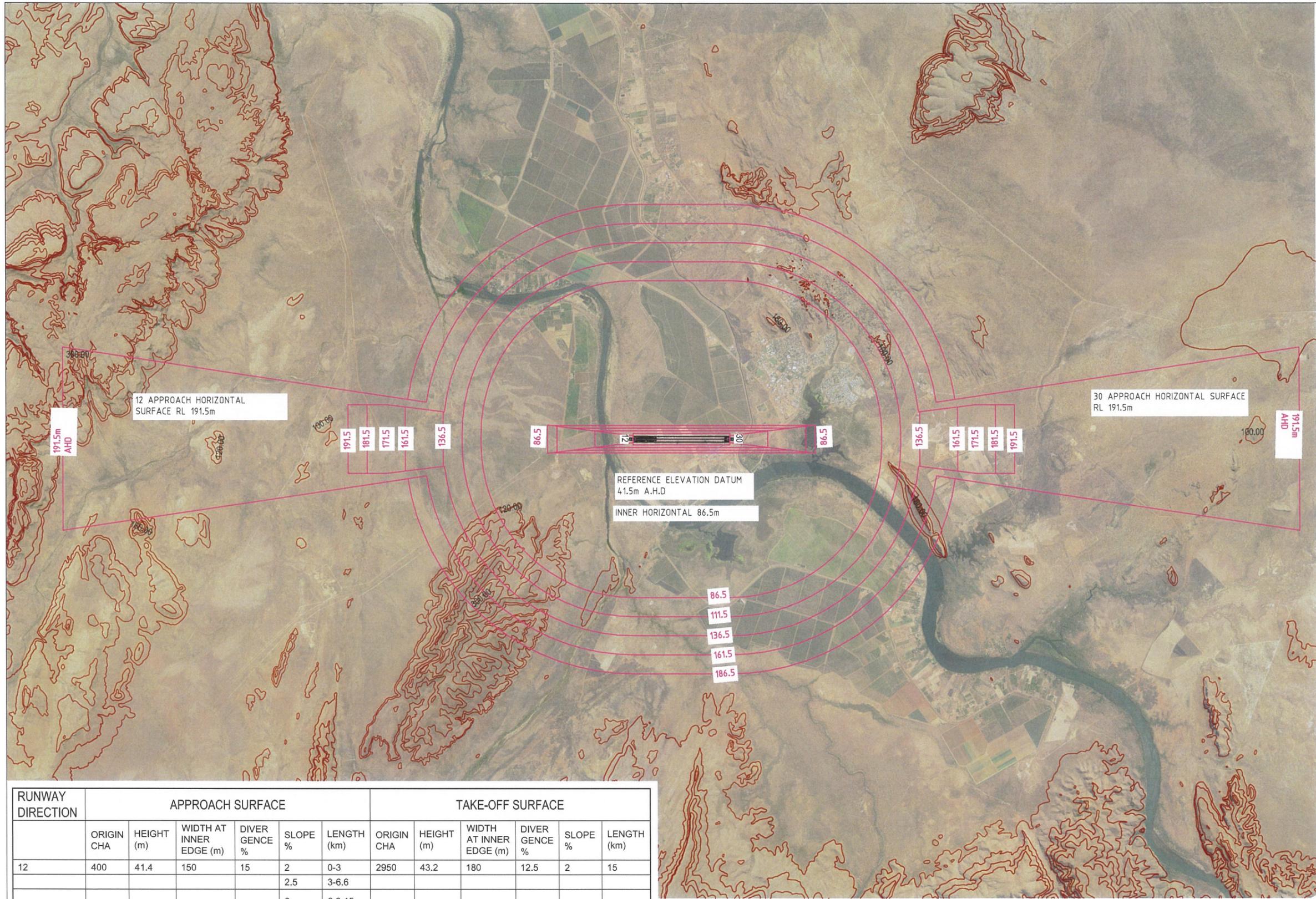
0 10 20 30 40 50m  
SCALE 1:1000 AT ORIGINAL SIZE

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<b>DO NOT SCALE</b>	Drawn A. ROBINSON	Designer R. STEVENSON
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	Approved (Project Director) Date	
	Scale AS SHOWN	This Drawing must not be used for Construction unless signed as Approved

Client	SHIRE OF WYNDHAM EAST KIMBERLEY
Project	EAST KIMBERLEY REGIONAL AIRPORT
Title	TAXIWAY AND APRON RESURFACING PLAN
Original Size	A1
Drawing No:	61-32392-C005
Rev:	A



- NOTES**
1. ALL DIMENSIONS IN METRES (m) OTHERWISE NOTED
  2. HEIGHT DATUM A.H.D
  3. HORIZONTAL DATUM CO-ORDINATES KUN94.
  4. GROUND CONTOURS BY LANDGATE.
  5. CONTOURS ARE IN 20m INTERVALS.

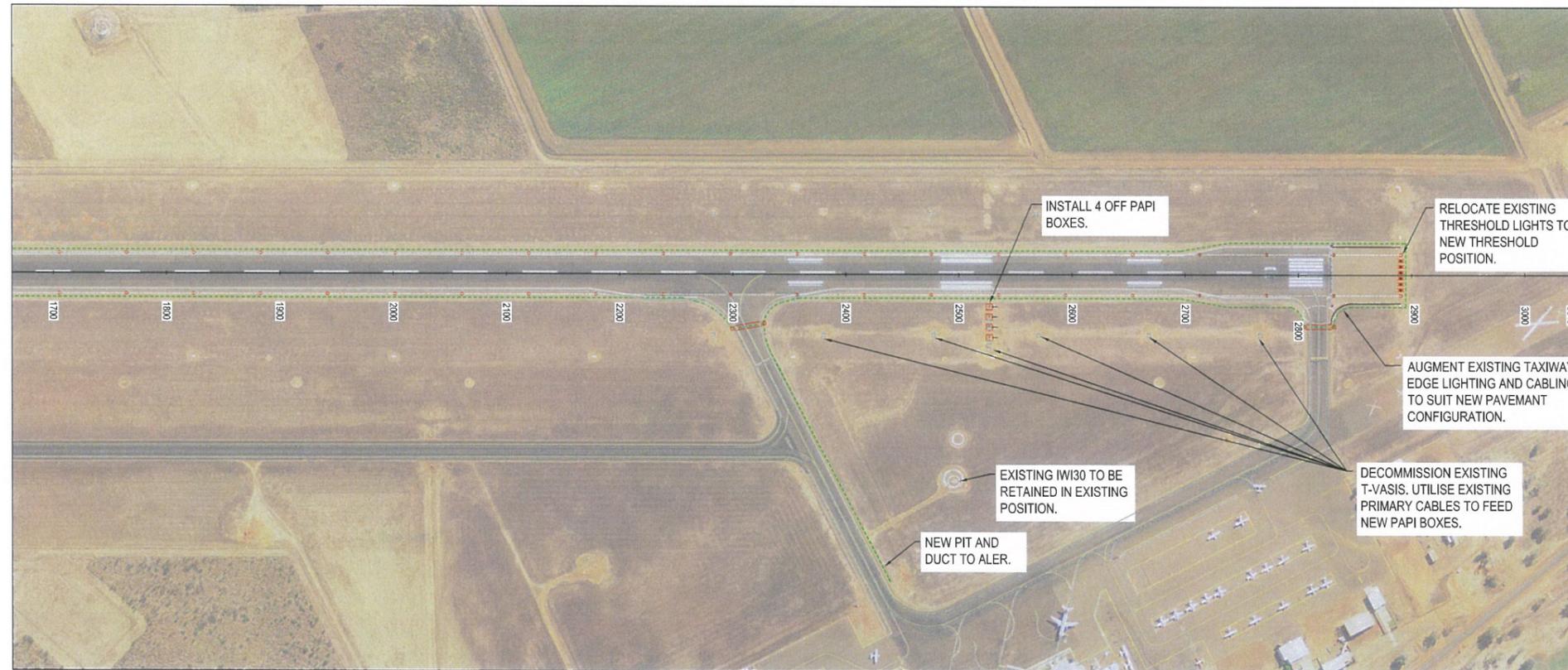
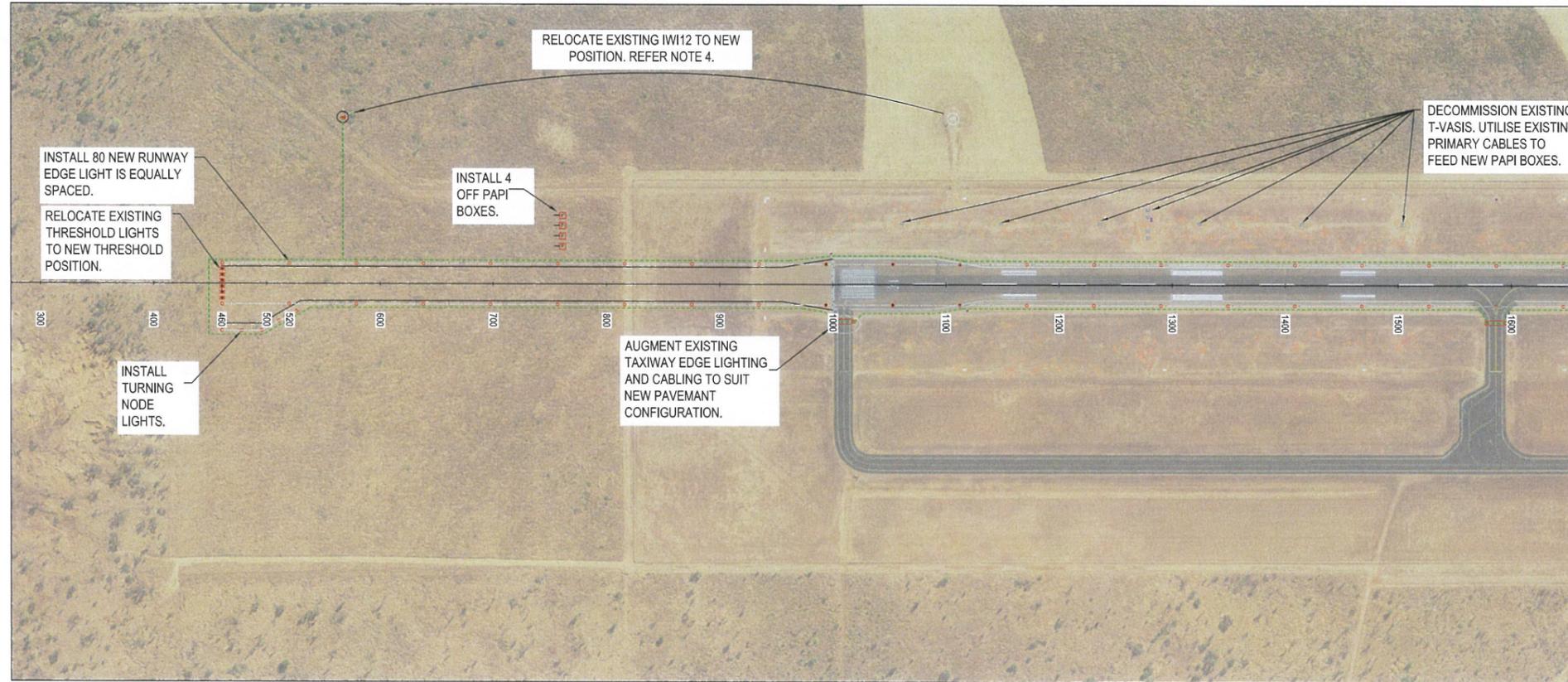
- LEGEND**
- 12 RUNWAY 12 THRESHOLD
  - 180.00— GROUND CONTOUR

**OBSTACLE LIMITATION SURFACE PLAN**  
SCALE 1:50000

RUNWAY DIRECTION	APPROACH SURFACE						TAKE-OFF SURFACE					
	ORIGIN CHA	HEIGHT (m)	WIDTH AT INNER EDGE (m)	DIVERGENCE %	SLOPE %	LENGTH (km)	ORIGIN CHA	HEIGHT (m)	WIDTH AT INNER EDGE (m)	DIVERGENCE %	SLOPE %	LENGTH (km)
12	400	41.4	150	15	2	0-3	2950	43.2	180	12.5	2	15
					2.5	3-6.6						
					0	6.6-15						
30	2950	43.2	150	15	2	0-3	400	41.4	180	12.5	2	15
					2.5	3-6.6						
					0	6.6-15						

**PRELIMINARY**

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<p>A ISSUED FOR PRELIMINARY CONCEPT DESIGN</p> <p>AR [Signature] 25/11/15</p>	<p>Job Manager [Signature]</p> <p>Project Director [Signature]</p> <p>Date 25/11/15</p>	<p>Drafting Check [Signature]</p> <p>Design Check [Signature]</p> <p>Approved (Project Director) [Signature]</p> <p>Date [Signature]</p>	<p>Original Size <b>A1</b></p> <p>Drawing No: <b>61-32392-C006</b></p> <p>Rev: <b>A</b></p>



PLAN  
SCALE 1:2500

**NOTES:**

1. SURVEY PROVIDED BY MNG.
2. CAPACITY AND CONDITION OF EXISTING UNDER PAVEMENT DUCT CROSSINGS TO BE CONFIRMED.
3. ALER LOCATION AND CABLE ROUTE TO ALER TO BE CONFIRMED.
4. COMPLIANCE OF EXISTING IWI'S NOT CONFIRMED. NEW IWI REQUIRED WHERE EXISTING DOES NOT COMPLY WITH CURRENT STANDARDS AND TO BE RELOCATED.
5. ANTICIPATED (MINIMUM) AGL CONTROL SYSTEM WORKS TO INCLUDE:
  - UP-SIZING OF EXISTING MIT/CCR.
  - CONTROL LOGIC MODIFICATION ASSOCIATED WITH PAPI.
  - IWI SUPPLY/CONTROL TO BE CONFIRMED.
6. OPTION TO AUGMENT SUPPLY ARRANGEMENTS TO PROVIDE INTERLEAVED RUNWAY CIRCUIT FOR REDUNDANCY.

**LEGEND:**

- PRECISION APPROACH PATH INDICATOR (PAPI) BOXES.
- OMNI-DIRECTIONAL LIGHT.
- INSET OMNI-DIRECTIONAL LIGHT.
- INSET BI-DIRECTIONAL SYMMETRICAL LIGHT..
- ILLUMINATED WIND INDICATOR.
- NEW AGL PIT AND DUCT SYSTEM, CABLING AND SITs
- RUNWAY DESIGNATION
- UNDER PAVEMENT DUCT CROSSING

**PRELIMINARY**

A ISSUED FOR PRELIMINARY CONCEPT DESIGN				AR	<i>[Signature]</i>	25/11/15		<p>SCALE 1:2500 AT ORIGINAL SIZE</p>	<p>Level 10, 999 Hay Street Perth WA 6000 PO Box Y3106 Perth WA 6832 Australia T 61 8 6222 8222 F 61 8 6222 8555 E permail@ghd.com.au W www.ghd.com</p>	<p><b>DO NOT SCALE</b></p> <p>Conditions of Use. This document may only be used by GHD's client (and any other person who GHD has agreed can use this document) for the purpose for which it was prepared and must not be used by any other person or for any other purpose.</p>	Drawn D.LUDLOW	Designer D.LUDLOW	Client SHIRE OF WYNDHAM EAST KIMBERLEY
No	Revision	Note: * Indicates signatures on original issue of drawing or last revision of drawing	Drawn	Job Manager	Project Director	Date					Drafting Check	Design Check	Approved (Project Director)
<p>Plot Date: 25 November 2015 - 11:50 AM Plotted by: Aaron Robinson</p> <p>Cad File No: \\ghdnet\Internal\ghd\AU\Perth\Projects\61-3239202\CADD\Drawings\61-32392-E007.dwg</p>													<p>Title RUNWAY EXTENSION - AIRFIELD LIGHTING - SETOUT</p> <p>Original Size A1</p> <p>Drawing No: <b>61-32392-E007</b></p> <p>Rev: A</p>

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Document Status

Rev No.	Author	Reviewer		Approved for Issue		
		Name	Signature	Name	Signature	Date
0	R Stevenson	M Ryan	<i>M. Ryan</i>	M Ryan	<i>M Ryan</i>	24/11/2015
1	L Huxtable	M Ryan	<i>M Ryan</i>	M Ryan	<i>M Ryan</i>	13/05/2016
2	L Huxtable	M Ryan	<i>M Ryan</i>	M Ryan	<i>M Ryan</i>	03/06/2016
3	L Huxtable	M Ryan	<i>M Ryan</i>	M Ryan	<i>M Ryan</i>	04/07/2016
4	L Huxtable	M Ryan	<i>M Ryan</i>	M Ryan	<i>M Ryan</i>	09/08/2016
5	L Huxtable	M Ryan		M Ryan		

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#### 12.5.4. Appointment of the Deputy Chief Bushfire Control Officer for the Shire of Wyndham East Kimberley

<b>DATE:</b>	5 October 2016
<b>AUTHOR:</b>	David Klye, Director Infrastructure
<b>RESPONSIBLE OFFICER:</b>	David Klye, Director Infrastructure
<b>FILE NO:</b>	ES.01.1
<b>DISCLOSURE OF INTERESTS:</b>	Nil

#### VOTING REQUIREMENT

Simple Majority

#### OFFICER'S RECOMMENDATION

That Council;

1. Removes Paul Wilson, as Deputy Chief Bushfire Control Officer.
2. Removes Joe Stabler and Trent Mettam as Fire Control Officers
3. In accordance with section 38(1) of the *Bush Fires Act 1954* appoints Simon Hawes, Senior Ranger and Emergency Services Coordinator as Fire Control Officer and Deputy Chief Bushfire Control Officer as of 5 October 2016.
4. Give notice of the appointment made in part three of this resolution in a newspaper circulating in the local district.

#### COUNCIL DECISION

Minute No: 5/10/16-11512

Commissioner resolved:

That Council;

1. Remove Paul Wilson, as Deputy Chief Bushfire Control Officer;
2. Remove Joe Stabler and Trent Mettam as Fire Control Officers;
3. In accordance with section 38(1) of the *Bush Fires Act 1954* appoints Simon Hawes, Senior Ranger & Emergency Services Coordinator as Fire Control Officer and Deputy Chief Bushfire Control Officer as of 5 October 2016.
4. Give notice of the appointment made in part three of this resolution in a newspaper circulating in the local district.

Carried 1/0

## **PURPOSE**

For Council to consider the appointment of Simon Hawes, the Shire of Wyndham East Kimberley's Senior Ranger and Emergency Services Coordinator, as a Bushfire Control Officer and the Shire's Deputy Chief Bushfire Control Officer.

## **NATURE OF COUNCIL'S ROLE IN THE MATTER**

Leader - plan and provide direction through policy and practices  
Provider - provide physical infrastructure and essential services

## **BACKGROUND/ PREVIOUS CONSIDERATIONS BY COUNCIL/ COMMITTEE** **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**

## **STATUTORY IMPLICATIONS**

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

Section 38(1) of the *The Bush Fires 1954* states that a local government may, subject to section 38A(2), appoint a Deputy Chief Bush Fire Control Officer. Section 38A(2) prohibits the local government from appointing a Deputy Chief Bush Fire Control Officer where such an appointment has been made by the Fire and Emergency Services Commissioner. The Fire and Emergency Services Commissioner has not made such an appointment.

## **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

## **RISK IMPLICATIONS**

Risk: Environmental damage and consequential financial liability from poor bushfire management.

Control(s):

Compliance with Emergency Management Act and Bushfire Control Act;

Administer through local laws, policies and practices; and

Bushfire prevention measures undertaken eg firebreaks.

## **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.*

Should the appointment proceed a public notice shall be placed in the Kimberley Echo and the Bastion newspapers and a notice will be posted on the Shire website with an updated contact list.

## **COMMENTS**

The Shire's previous Deputy Chief Bushfire Control Officer resigned his position as Senior Ranger and Emergency Services Coordinator on 27 September 2016, leaving the position of Deputy Chief Bushfire Control Officer vacant. Simon Hawes will commence as an employee with the Shire as the Senior Ranger & Emergency Services Coordinator on 5 October 2016 and is recommended to fulfill the role of Deputy Chief Bushfire Control Officer.

Section 38(1) of the *The Bush Fires 1954* states that a local government may, subject to section 38A(2), appoint a Deputy Chief Bush Fire Control Officer. Section 38A(2) prohibits the local government from appointing a Deputy Chief Bush Fire Control Officer where such an appointment has been made by the Fire and Emergency Services Commissioner. The Fire and Emergency Services Commissioner has not made such an appointment.

The Chief Bushfire Control Officer has previously been appointed by the Fire and Emergency Services Commissioner in accordance with section 38A of the *The Bush Fires 1954* .

### **ATTACHMENTS**

There are no attachments associated with the report.

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

### 13.1. REVIEW OF SYSTEM OF REPRESENTATION

From Cr Naomi Perry

#### Councillor's Motion

**That Council consider a review of its system of representation, exploring whether the current system of *no wards* in the Shire of Wyndham East Kimberley serves the best interests of our diverse communities.**

#### COUNCIL DECISION

**Minute No: 5/10/16-11513**

**Commissioner resolved:**

**That the *incoming* Council, *to be elected in October 2017*, consider a review of its system of representation, exploring whether the current system of *no wards* in the Shire of Wyndham East Kimberley serves the best interests of their diverse communities.**

**Carried 1/0**

#### Reason for Motion:

The aim of the review is to ensure Council achieve balanced representation for the communities of the Shire of Wyndham East Kimberley. Consideration of a ward system and a reduced number of elected members are to be included in the review process.

#### Voting Requirement

Simple Majority

#### Officer Comment

A local government without wards is not required to carry out regular reviews under the provisions of Schedule 2.2 of the *Local Government Act 1995* (the Act).

However, a local government without wards can undertake an assessment of the number of elected members and the no wards system to explore whether change is desirable. This section of the guide outlines a suggested process.

The Council must resolve to undertake a review of its representation.

Once resolved by Council and before conducting the review, a local government is to give local public notice that a review is to be carried out. The purpose of the public notice is to inform the community that the Council intends to conduct a review – it should not try to “sell” a particular option.

Summary of review process is as follows:

- The Council resolves to undertake the review;
- Public submission period opens;
- Information provided to the community for discussion;
- Public submission period closes;
- The Council considers all submissions and relevant factors and makes a decision;
- The Council submits a report to the Local Government Advisory Board (the Board) for its consideration; and
- (If a change is proposed) The Board submits a recommendation to the Minister for Local Government (the Minister).

There is a deadline (March in the year of the ordinary election) to get the finished review to the Local Government Advisory Board.

Any changes approved by the Minister will be in place for the next ordinary election if the March deadline is met.

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

Nil

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

Nil

**16. MATTERS BEHIND CLOSED DOORS**

**COUNCIL DECISION**

Minute No: 5/10/16-11514

Commissioner resolved that Council move behind closed doors at 5.21pm.

Carried 1/0

**16.1. REQUEST TO CEASE LEGAL ACTION ON A1106**

<b>DATE:</b>	5 October 2016
<b>AUTHOR:</b>	Kylie Caley, Acting Coordinator Financial Operations
<b>RESPONSIBLE OFFICER:</b>	Natalie TePohe, Director Corporate Services
<b>FILE NO:</b>	FM.11.94
<b>DISCLOSURE OF INTERESTS:</b>	Nil

This item is to be considered behind closed doors as per the *Local Government Act 1995*:

**5.23. Meetings generally open to public**

- (2) *If a meeting is being held by a council or by a committee referred to in subsection (1)(b), the council or committee may close to members of the public the meeting, or part of the meeting, if the meeting or the part of the meeting deals with any of the following —*
- (a) a matter affecting an employee or employees; and*
  - (b) the personal affairs of any person; and*
  - (c) a contract entered into, or which may be entered into, by the local government and which relates to a matter to be discussed at the meeting; and*
  - (d) legal advice obtained, or which may be obtained, by the local government and which relates to a matter to be discussed at the meeting; and*
  - (e) a matter that if disclosed, would reveal —*

- (i) a trade secret; or
    - (ii) information that has a commercial value to a person; or
    - (iii) information about the business, professional, commercial or financial affairs of a person, where the trade secret or information is held by, or is about, a person other than the local government; and
  - (f) a matter that if disclosed, could be reasonably expected to —
    - (i) impair the effectiveness of any lawful method or procedure for preventing, detecting, investigating or dealing with any contravention or possible contravention of the law; or
    - (ii) endanger the security of the local government's property; or
    - (iii) prejudice the maintenance or enforcement of a lawful measure for protecting public safety; and
  - (g) information which is the subject of a direction given under section 23(1a) of the Parliamentary Commissioner Act 1971; and
  - (h) such other matters as may be prescribed.
- (3) A decision to close a meeting or part of a meeting and the reason for the decision are to be recorded in the minutes of the meeting.

### **VOTING REQUIREMENT**

Simple Majority

### **PURPOSE**

For the Council to consider ceasing all legal action on assessment A1106.

### **COUNCIL DECISION**

**Minute No: 11515**

**Commissioner resolved:**

**That the Council request the CEO, or their delegate to:**

- 1. Advise the Shire's debt collection agent to cease all further action on assessment A1106.**
- 2. Advise Council if/when the property is being sold and/or the overdue rates and service charges being received by the Shire subsequent to the sale.**

**Carried 1/0**

## 16.2. CONFIDENTIAL - AUTHORITY TO ISSUE A RENTAL GARNISHEE ON A1099

<b>DATE:</b>	5 October 2016
<b>AUTHOR:</b>	Kylie Caley, Acting Coordinator Financial Operations
<b>RESPONSIBLE OFFICER:</b>	Natalie TePohe, Director Corporate Services
<b>FILE NO:</b>	FM.11.94
<b>DISCLOSURE OF INTERESTS:</b>	Nil

This item is to be considered behind closed doors as per the *Local Government Act 1995*:

### 5.23. **Meetings generally open to public**

- (2) *If a meeting is being held by a council or by a committee referred to in subsection (1)(b), the council or committee may close to members of the public the meeting, or part of the meeting, if the meeting or the part of the meeting deals with any of the following —*
- (a) *a matter affecting an employee or employees; and*
  - (b) *the personal affairs of any person; and*
  - (c) *a contract entered into, or which may be entered into, by the local government and which relates to a matter to be discussed at the meeting; and*
  - (d) *legal advice obtained, or which may be obtained, by the local government and which relates to a matter to be discussed at the meeting; and*
  - (e) *a matter that if disclosed, would reveal —*
    - (i) *a trade secret; or*
    - (ii) *information that has a commercial value to a person; or*
    - (iii) *information about the business, professional, commercial or financial affairs of a person, where the trade secret or information is held by, or is about, a person other than the local government; and*
  - (f) *a matter that if disclosed, could be reasonably expected to —*
    - (i) *impair the effectiveness of any lawful method or procedure for preventing, detecting, investigating or dealing with any contravention or possible contravention of the law; or*
    - (ii) *endanger the security of the local government's property; or*
    - (iii) *prejudice the maintenance or enforcement of a lawful measure for protecting public safety; and*
  - (g) *information which is the subject of a direction given under section 23(1a) of the Parliamentary Commissioner Act 1971; and*
  - (h) *such other matters as may be prescribed.*
- (3) *A decision to close a meeting or part of a meeting and the reason for the decision are to be recorded in the minutes of the meeting.*

### **VOTING REQUIREMENT**

Simple Majority

## **PURPOSE**

For the Council to consider taking appropriate measures to collect rent from the tenants for the outstanding rates on Assessment A1099.

### **COUNCIL DECISION**

**Minute No: 11516**

**Commissioner resolved:**

**That the Council requests the CEO or their delegate, to advise the Shire's debt collection agent to:**

- 1. Serve notice to the lessee of Assessment A1099 in accordance with section 6.60 of the *Local Government Act 1995* requiring the lessee to pay to the Shire the rent due that they would otherwise pay under the lease/tenancy agreement as it falls due in satisfaction of the rates and charges;**
- 2. Provide to the lessor a copy of the notice with an endorsement that the original has been given to the lessee.**

**Carried 1/0**

### **COUNCIL DECISION**

**Minute No: 11517**

**Commissioner resolved to reopen to the public at 5.25pm.**

**Carried 1/0**

Commissioner read out to the public gallery the resolutions of confidential items 16.1 and 16.2.

## **17. CLOSURE**

Commissioner declared the meeting closed at 5.30 pm