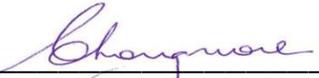


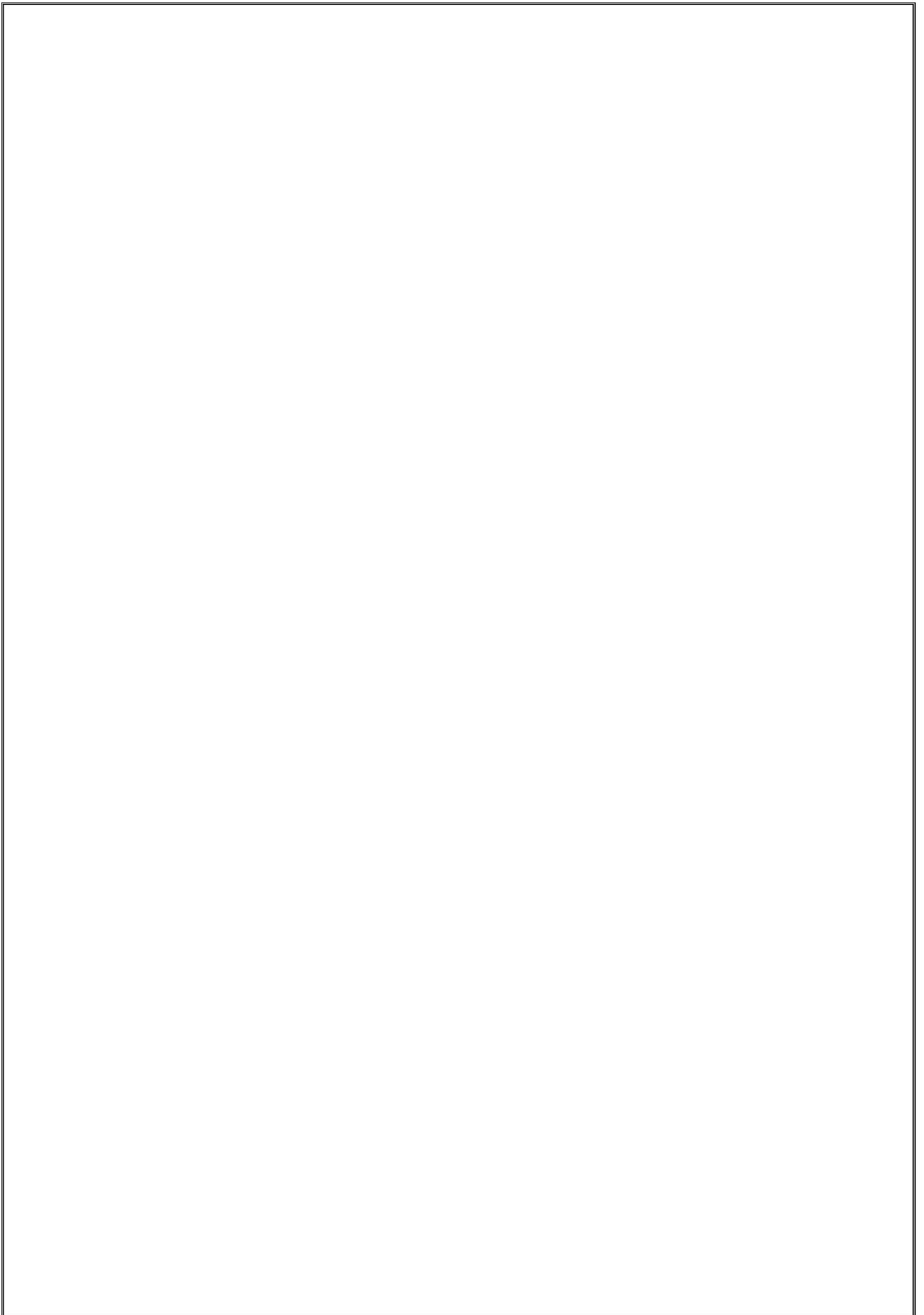


## **ORDINARY COUNCIL MEETING**

# **AGENDA**

**NOTICE IS HEREBY GIVEN that an  
Ordinary Meeting of Council will be held  
in the Council Chambers, Welcome Road, Karratha,  
on 20 December 2010 at 6.30pm**

  
\_\_\_\_\_  
**Collene Longmore  
CHIEF EXECUTIVE OFFICER**





No responsibility whatsoever is implied or accepted by the Shire of Roebourne for any act, omission or statement or intimation occurring during Council or Committee Meetings. The Shire of Roebourne disclaims any liability for any loss whatsoever and howsoever caused arising out of reliance by any person or legal entity on any such act, omission or statement or intimation occurring during Council or Committee Meetings.

Any person or legal entity who acts or fails to act in reliance upon any statement, act or omission made in a Council or Committee Meeting does so at that persons or legal entity's own risk.

In particular and without derogating in any way from the broad disclaimer above, in any discussion regarding any planning application or application for a license, any statement or intimation of approval made by any member or Officer of the Shire of Roebourne during the course of any meeting is not intended to be and is not taken as notice of approval from the Shire of Roebourne.

The Shire of Roebourne warns that anyone who has any application lodged with the Shire of Roebourne must obtain and should only rely on

**WRITTEN CONFIRMATION**

of the outcome of the application, and any conditions attaching to the decision made by the Shire of Roebourne in respect of the application.+

Signed: \_\_\_\_\_  
**Ms C Longmore –Chief Executive Officer**

## **DECLARATION OF INTERESTS (NOTES FOR YOUR GUIDANCE) (updated 13 March 2000)**

A member who has a **Financial Interest** in any matter to be discussed at a Council or Committee Meeting, which will be attended by the member, must disclose the nature of the interest:

- (a) In a written notice given to the Chief Executive Officer before the Meeting or;
- (b) At the Meeting, immediately before the matter is discussed.

A member, who makes a disclosure in respect to an interest, must not:

- (c) Preside at the part of the Meeting, relating to the matter or;
- (d) Participate in, or be present during any discussion or decision-making procedure relative to the matter, unless to the extent that the disclosing member is allowed to do so under Section 5.68 or Section 5.69 of the Local Government Act 1995.

### **NOTES ON FINANCIAL INTEREST (FOR YOUR GUIDANCE)**

The following notes are a basic guide for Councillors when they are considering whether they have a **Financial Interest** in a matter. I intend to include these notes in each agenda for the time being so that Councillors may refresh their memory.

1. A Financial Interest requiring disclosure occurs when a Council decision might advantageously or detrimentally affect the Councillor or a person closely associated with the Councillor and is capable of being measure in money terms. There are exceptions in the Local Government Act 1995 but they should not be relied on without advice, unless the situation is very clear.
2. If a Councillor is a member of an Association (which is a Body Corporate) with not less than 10 members i.e. sporting, social, religious etc), and the Councillor is not a holder of office of profit or a guarantor, and has not leased land to or from the club, i.e., if the Councillor is an ordinary member of the Association, the Councillor has a common and not a financial interest in any matter to that Association.
3. If an interest is shared in common with a significant number of electors or ratepayers, then the obligation to disclose that interest does not arise. Each case needs to be considered.
4. If in doubt declare.
5. As stated in (b) above, if written notice disclosing the interest has not been given to the Chief Executive Officer before the meeting, then it **MUST** be given when the matter arises in the Agenda, and immediately before the matter is discussed.
6. Ordinarily the disclosing Councillor must leave the meeting room before discussion commences. The **only** exceptions are:
  - 6.1 Where the Councillor discloses the **extent** of the interest, and Council carries a motion under s.5.68(1)(b)(ii) or the Local Government Act; or
  - 6.2 Where the Minister allows the Councillor to participate under s.5.69(3) of the Local Government Act, with or without conditions.

### **INTERESTS AFFECTING IMPARTIALITY**

**DEFINITION:** *An interest that would give rise to a reasonable belief that the impartiality of the person having the interest would be adversely affected, but does not include an interest as referred to in Section 5.60 of the 'Act'.*

A member who has an **Interest Affecting Impartiality** in any matter to be discussed at a Council or Committee Meeting, which will be attended by the member, must disclose the nature of the interest;

- (a) in a written notice given to the Chief Executive Officer before the Meeting; or
- (b) at the Meeting, immediately before the matter is discussed.

### **IMPACT OF AN IMPARTIALITY CLOSURE**

There are very different outcomes resulting from disclosing an interest affecting impartiality compared to that of a financial interest. With the declaration of a financial interest, an elected member leaves the room and does not vote.

With the declaration of this new type of interest, the elected member stays in the room, participates in the debate and votes. In effect then, following disclosure of an interest affecting impartiality, the member's involvement in the Meeting continues as if no interest existed.

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# AGENDA

## 1 OFFICIAL OPENING

Cr Lockwood acknowledged the traditions of the Ngarluma people, on whose land we are gathered here today.

## 2 PUBLIC QUESTION TIME

2.1 **Question taken on notice – Jack Renault December 6 Special Council Meeting:**  
When will the 7 broken lights on the main island at the Library be fixed? They have been broken for 3 months.

### **Response by Shire President Nicole Lockwood**

Council staff contacted the TAFE as the building is a Department of Education and Training facility. The lights at the TAFE Library Building were repaired on December 8<sup>th</sup> 2010.

## 3 RECORD OF ATTENDANCES / APOLOGIES / LEAVE OF ABSENCE

**Councillors:**  
Cr Nicole Lockwood [President]  
Cr John Lally [Deputy President]  
Cr Garry Bailey  
Cr Fay Cechner  
Cr Harry Hipworth  
Cr Ben Lewis  
Cr Joanne Pritchard  
Cr Sharon Vertigan  
Cr Fiona White-Hartig

**Staff:**

Collene Longmore	Chief Executive Officer
Ray McDermott	Executive Manager Corporate Services
Andrew Ward	Director Community and Corporate Services
Troy Davis	Director Infrastructure Services
David Pentz	Director Development & Regulatory Services
Simon Kot	Director Strategic Projects
Chloe Berkrey	Minute Secretary

**Apologies:**

**Absent:**

**Leave of Absence:** Cr Evette Smeathers

**Members of Public:**

**Members of Media:**

**4 DECLARATIONS OF INTEREST**

**5 PETITIONS/DEPUTATIONS/PRESENTATIONS**

- 5.1 Presentation by Shire President, Cr Lockwood to the winner of the 2010 Walkington Award for Academic Achievement and Runner-up Certificates.

**6 CONFIRMATION OF MINUTES AND BUSINESS ARISING FROM MINUTES OF PREVIOUS MEETINGS**

**RECOMMENDATION**

That the Minutes of the Special Council Meeting held on 6 December 2010, be confirmed as a true and correct record of proceedings.

## **7 ANNOUNCEMENTS BY PERSON PRESIDING WITHOUT DISCUSSION**

- 02/11/2010 Nicole Lockwood meeting with Matt Keogh, Woodside
- 02/11/2010 Nicole Lockwood Woodside Meeting
- 05/11/2010 Nicole Lockwood Population Panel Meeting, Sydney
- 09/11/2010 Nicole Lockwood meeting with Kim North
- 09/11/2010 Nicole Lockwood Community information session in Wickham
- 10/11/2010 Nicole Lockwood Cleansweep Taskforce Meeting
- 11/11/2010 Nicole Lockwood Remembrance Day Service
- 11/11/2010 Nicole Lockwood Karratha City of the North Steering Group
- 12/11/2010 Nicole Lockwood Devil Creek Development Project Site Visit
- 15/11/2010 Nicole Lockwood meeting with Shadow Minister Margaret Quirk (Minister for Police, Emergency Services and Road Safety)
- 15/11/2010 Nicole Lockwood Risk Management Workshop
- 17/11/2010 Nicole Lockwood meeting with Vaughn Corps
- 19/11/2010 Nicole Lockwood Citizenship Ceremony
- 20/11/2010 Nicole Lockwood Presentation to Shire of Broome Councillors
- 23/11/2010 Nicole Lockwood Lunch with Minister McSweeney, Perth
- 23/11/2010 Nicole Lockwood meeting with Landgate, Perth
- 24/11/2010 Nicole Lockwood Population Panel Meeting, Sydney
- 29/11/2010 Nicole Lockwood Pilbara Regional Council Meeting, Newman
- 02/12/2010 Nicole Lockwood Population Panel Meeting, Sydney

## **8 COUNCILLORS' REPORTS**

Nil

## **9 CHIEF EXECUTIVE OFFICER & EXECUTIVE SERVICES**



## **10 FINANCIAL SERVICES**

### **10.1 LIST OF ACCOUNTS DECEMBER 2010**

<b>File No:</b>	<b>DEC10</b>
<b>Attachment(s)</b>	<b>Nil</b>
<b>Responsible Officer:</b>	<b>Executive Manager Corporate Services</b>
<b>Author Name:</b>	<b>Creditors Officer</b>
<b>Disclosure of Interest:</b>	<b>Nil</b>

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#### **REPORT PURPOSE**

To advise Council of payments made since the previous Ordinary Council Meeting.

#### **Background**

Council has given delegated authority that allows the Chief Executive Officer to approve payments from Council's bank accounts either via cheque or electronic lodgement.

#### **Issues**

None.

#### **Options**

Council has the following options available:

1. To adopt the report as is
2. To adopt the report with amendments
3. Not to adopt the report

#### **Policy Implications**

There are no relevant policy implications pertaining to this matter.

#### **Legislative Implications**

There are no relevant legislative implications pertaining to this matter.

#### **Financial Implications**

There are no financial implications from this report.

#### **Conclusion**

None.

#### **Voting Requirements**

Simple.

---

#### **RECOMMENDATION**

That Voucher numbers 73329 - 73438, EFT8551 – EFT8920 & EFT8923 – EFT8932, Trust Cheques 33 (Cancelled), 36 - 50 inclusive, Direct Debits 12800.1 & 12801.1 and payroll cheques, totalling \$5,733,253.87 submitted and checked with vouchers, be accepted.

Chq/EFT	Date	Name	Description	Amount
36	24.11.2010	Lions Club Of Karratha & Dampier (Inc)	Use Of Shire Facilities For 2010 Fenacng Festival	11,066.45
37	24.11.2010	Pilbara Iron Company (Services) Pty Ltd	Bond Refund - Hire Roebourne Community Hall	240.00
38	24.11.2010		Cancelled Payment	0.00
39	24.11.2010	Walkington Theatre	Bond Refund - Hire Roebourne Community Hall	250.00
40	24.11.2010	Calibre Constructions Pty Ltd	Return Of Performance Guarantee - L4520 Crane Circle - PA1626D	51,077.26
41	24.11.2010	Laxmikant Jahagirdar	Bond Refund - Hire Millars Well Pavilion	250.00
42	24.11.2010	Karratha Storm Junior Rugby League	Bond Refund - Hire Millars Well Pavilion	250.00
43	24.11.2010	Karratha Police Social Club	Refund Of Bond - Karratha Golf Course Hire 03/10/10	500.00
44	24.11.2010	Stuart Lambourne	Bond Refund - KEC Main Hall	500.00
45	24.11.2010	Michael Leslie Foundation For The Performing Arts	Bond Refund - Hire Millars Well Pavilion	150.00
46	24.11.2010	Paul William John McGeady	Bond Refund - Hire Millars Well Pavilion	30.00
47	24.11.2010	Paul Nolan	Bond Refund - Hire Pegs Creek Oval	500.00
48	24.11.2010	Elizabeth Outridge	Bond Refund For Unit 7 Basset Rd	243.30
49	24.11.2010	Pilbara Multicultural Association	Bond Refund - Hire Millars Well Pavilion	250.00
50	24.11.2010	Shire Of Roebourne	Hire Bond Returned To Shire Due To Breach Of Hire Conditions	500.00
EFT8551	26.11.2010	Western Australian Treasury Corp	Loan No. 94 Fixed Component - New Staff Housing	117,515.47
EFT8552	01.11.2010	Shire of Roebourne Social Club	Payroll Deductions	1,104.00
EFT8553	03.11.2010	Australian Taxation Office	Payroll Deductions	151,614.10
EFT8554	03.11.2010	Child Support Agency	Payroll Deductions	665.72
EFT8555	03.11.2010	Burswood Honda	Honda Accord V6 Auto Luxury Sedan	49,005.10
EFT8556	03.11.2010	CJD Equipment	Stairs	2,712.57
EFT8557	03.11.2010	Woolworths (WA) Ltd	Goods for Baynton West Builders' Cleanup, Local History Morning Tea, Dog Food For Pound	333.18
EFT8558	03.11.2010	Beverley White	Catering for Regional Cabinet Meeting	300.00
EFT8559	04.11.2010	P. McClure	Conference Expenses - RPS TWA Socio Economic Conference	158.65
EFT8560	04.11.2010	Michael James & Kathleen Mabel Ireland	Rates Refund A42478 2 Kwong Close	2,230.89
EFT8561	05.11.2010	Pilbara Copy Service	Photocopier Billing For August, September & October	170.43
EFT8562	05.11.2010	Woolworths (WA) Ltd	TTI Kiosk Stock, KEC Consumables	602.67
EFT8563	05.11.2010	Avis Australia Car Hire	7 Mile - Hire 4 x 4 Tray Back Ute	4,116.23
EFT8564	05.11.2010	Allied Pickfords-Karratha	Pack, Relocate And Store All Items - 906 Walcott Way Bulgarra	2,354.50
EFT8565	05.11.2010	Bay Media Australia Pty Ltd	Supply Of Banner Brackets And Fittings	7,386.94
EFT8566	05.11.2010	Jupps Carpet Court Karratha	Replace All Existing Carpet To Lounge And Bedrooms 1,2 and 3	9,174.00
EFT8567	05.11.2010	Chefmaster Australia	Garbage Bags	1,419.80
EFT8568	05.11.2010	Corporate Express Australia Limited	Stationery	2,447.68
EFT8569	05.11.2010	Drake Australia Pty Ltd	TTI - Casual Staff	8,096.47
EFT8570	05.11.2010	Davis Langdon Australia Pty Ltd	Project Management Consultancy Services	25,318.33
EFT8571	05.11.2010	Esplanade Hotel Fremantle	Accommodation For CCTV Conference	390.00
EFT8572	05.11.2010	Westralia Airports Corporation Pty Ltd	ASIC Card Production, Basic Airfield Lighting Course	2,480.00
EFT8573	05.11.2010	Harvey World Travel	Flight Travel	3,499.09
EFT8574	05.11.2010	ISPX	Public Libraries Internet Access	377.55

EFT8575	05.11.2010	Karratha Florist	Flowers For September	515.00
EFT8576	05.11.2010	Karratha Newsagency	TTI Newspapers & Magazines	4,352.84
EFT8577	05.11.2010	Karratha Visitors Centre	TTI - Assorted Souvenirs	1,844.27
EFT8578	05.11.2010	Karratha International Hotel	Accommodation For External Project Manager	303.00
EFT8579	05.11.2010	Karratha Alternative Carriers	Freight	1,039.50
EFT8580	05.11.2010	Karratha Tavern	TTI Stock - Alcohol	8,753.80
EFT8581	05.11.2010	Les Mills Aerobics Australia	Monthly Contract Fee - BodyPump - October 2010	539.11
EFT8582	05.11.2010	Midalia Steel	Flat Bars	58.53
EFT8583	05.11.2010	Department Of Sport And Recreation WA	Active 10 Conference Registration	495.00
EFT8584	05.11.2010	Market Creations Pty Ltd	Letterhead Paper, Envelopes	3,025.00
EFT8585	05.11.2010	WALGA (Marketforce)	Advertising -Tenders, Employment And Notices	4,276.56
EFT8586	05.11.2010	L. Manser	Reimburse Hire Vehicle Costs - Rangers Conference	398.18
EFT8587	05.11.2010	New Wave Caterers	Catering	300.00
EFT8588	05.11.2010	Water2Water	Monthly Water Cooler Rental & Filtration System Service Fee	53.50
EFT8589	05.11.2010	Pilbara Iron Company Pty Ltd	Shire Electricity Consumption	2,924.00
EFT8590	05.11.2010	Parry's Merchants	TTI, RAC And KAC Kiosk Stock	13,591.40
EFT8591	05.11.2010	Perth Irrigation Centre	Control Module & Rotator	3,411.80
EFT8592	05.11.2010	St Lukes College	School Awards Contribution 2010	150.00
EFT8593	05.11.2010	Signswest Stick With Us Sign Studio	Banner Stage Skirt & Backdrop Banner, Artwork, Signage & Installation Materials	13,660.90
EFT8594	05.11.2010	Shell Company Of Australia	Diesel	2,487.87
EFT8595	05.11.2010	Reliance Petroleum	Diesel	21,035.82
EFT8596	05.11.2010	Stihl Shop Redcliffe	FS350 Stihl Brushcutters	11,199.20
EFT8597	05.11.2010	Travelworld Karratha	Flight for PD Workshops	1,056.00
EFT8598	05.11.2010	TNT Express	Freight	102.59
EFT8599	05.11.2010	Telstra Plant Damages	Repair Damage to Telstra Plant	160.14
EFT8600	05.11.2010	The Retic Shop	Pop Up Sprinklers	1,602.18
EFT8601	05.11.2010	Whelans	Feature Survey - Youth And Families Site	2,200.00
EFT8602	05.11.2010	Auslec	Karratha Airport- Pit Cabling, Light Globes	5,230.72
EFT8603	05.11.2010	Protector Alsafe	Operational Clothing	2,234.56
EFT8604	05.11.2010	Dorma Automatics Pty Ltd	Supply & Commissioning Of One Dorma Automatic Sliding Door Operator	4,290.00
EFT8605	05.11.2010	Abco Products	Ecozyme B+ 5l	547.47
EFT8606	05.11.2010	Aceam Pty Ltd	Install Setup And Training For My Predictor Asset Management & Predictive Modelling Software	7,123.00
EFT8607	05.11.2010	Archipelago Arts	Final Balance For Cossack Art Awards	10,765.55
EFT8608	05.11.2010	Astron Engineering	Project Management and Superintendant Services for Karratha Indoor Cricket Facility	2,464.00
EFT8609	05.11.2010	Airport Security Pty Ltd	Printing of ASIC Cards	1,220.00
EFT8610	05.11.2010	Awesome Arts Australia Limited	Contribution Towards Wickham Based Creative Challenge For October School Holidays	1,320.00
EFT8611	05.11.2010	Avanti Glass Pty Ltd	Admin - Install 5 Handles To Window Sash	154.00
EFT8612	05.11.2010	V Alexandre	Karratha Community Celebration -Set Up and Pack Down Crew	351.75
EFT8613	05.11.2010	Bunzl Ltd	Wypall Pop Up Wipers	3,229.53
EFT8614	05.11.2010	Beaurepairs	Workshop - Replacement Tyres, Puncture Repairs & Batteries	4,609.06
EFT8615	05.11.2010	Bollinger & Co. Pty Ltd	Karratha Airport - One Channel Gate Controllers	1,465.12
EFT8616	05.11.2010	BC Lock & Key	Dampier Pavilion Storeroom - Lock Repair	149.60

EFT8617	05.11.2010	Wickham Service Station	Diesel	267.82
EFT8618	05.11.2010	BT Equipment Pty Ltd	Cab Filters	347.78
EFT8619	05.11.2010	Budget Rent A Car	Car Hire	1,340.19
EFT8620	05.11.2010	C Becquet	Karratha Community Celebration -Set Up and Pack Down Crew	562.80
EFT8621	05.11.2010	Centurion Transport Co Pty Ltd	Freight	867.49
EFT8622	05.11.2010	Coates Hire Operations	KAC - 1 Distribution Board - Hire Of Amp Plug, Amp Outlets, Welder, Trailer - Heavy Plant Lighting Tower	5,960.19
EFT8623	05.11.2010	Coca-Cola Amatil (Holdings) Ltd	TTI & KEC Kiosk Stock	9,281.78
EFT8624	05.11.2010	Coventrys	Cold Water Electric Pressure Cleaner	5,431.44
EFT8625	05.11.2010	Cape Byron Imports	KAC - Kiosk Stock	1,716.44
EFT8626	05.11.2010	Cabcharge Australia Pty Ltd	Cabcharge Vouchers October 2010	471.68
EFT8627	05.11.2010	Chemform	Powdered De-Stainer & Cleaner	304.05
EFT8628	05.11.2010	Captain Cleanup Pty Ltd	Captain Cleanup Visit To Schools	3,521.10
EFT8629	05.11.2010	Data#3 Limited	Photoshop CS5 Windows New License	6,782.90
EFT8630	05.11.2010	Dampier Port Authority	Rates Refund A88358 17 Marri Marri Parade	888.25
EFT8631	05.11.2010	E & MJ Rosher Pty Ltd	Blades	126.00
EFT8632	05.11.2010	Farinosi and Sons (Rtl) Pty Ltd	Shade Cloth	315.20
EFT8633	05.11.2010	Felton Industries Pty Ltd	FELPS 2 Sided Aluminium Park Settings Seats	9,704.20
EFT8634	05.11.2010	Gemini Medical Centre - Karratha	Twinrix Vaccinations	484.00
EFT8635	05.11.2010	Garden Hogs	201 Richardson Way - Major Pruning Of Trees	2,420.00
EFT8636	05.11.2010	Griffin Civil	Karratha Airport Carpark Expansion - Payment Claim 5	483,072.03
EFT8637	05.11.2010	Home Hardware	Karratha Airport, KAC & TTI - General Hardware	713.57
EFT8638	05.11.2010	Hevrons	Floor Pads	124.38
EFT8639	05.11.2010	Hitachi Construction Machinery	Air Filter	129.40
EFT8640	05.11.2010	Hepburn Print & Design	Building Application Envelopes	4,136.00
EFT8641	05.11.2010	Impay Pty Ltd (Karratha Motors)	Pick Up and Transport Vehicle - Wellard Way to Tip	240.00
EFT8642	05.11.2010	Karratha Smash Repairs	Replace Windscreen, Insurance Excess	740.00
EFT8643	05.11.2010	Keyspot Services	Name Badges	892.50
EFT8644	05.11.2010	Karratha Auto Electrics	Compressor, Repair Electrical Fault & Workshop Consumables	1,706.83
EFT8645	05.11.2010	Karratha Medical Centre	Work Capability Assessment	220.00
EFT8646	05.11.2010	Karratha Country Club Inc	Shire Electricity Consumption	17,793.60
EFT8647	05.11.2010	Kott Gunning	Karratha Youth & Family Centre - Advice On Management Appointment Process, Legal Fees	1,055.45
EFT8648	05.11.2010	Kadmos Group	MSIS Project Review - Final Payment	8,277.14
EFT8649	05.11.2010	A.B. Loveridge	TTI - Stubby Holders & Stickers	1,133.75
EFT8650	05.11.2010	C. Longmore	Reimbursement - Return Flights	639.69
EFT8651	05.11.2010	K. Lawler	Relocation and Mobilisation Expenses	586.24
EFT8652	05.11.2010	Macdonald Johnston Engineering	Rubber Lined Intake Duct, Jet Fan Washer Jets	927.92
EFT8653	05.11.2010	LGIS Liability	2010/2011 Liability Insurance - Second Instalment	100,617.00
EFT8654	05.11.2010	Media Monitors Australia Pty Ltd	Media Monitoring For 01/10/2010 To 31/10/2010.	656.70
EFT8655	05.11.2010	V. Maas	Reimbursement of Expenses Printer Cartridges	116.45
EFT8656	05.11.2010	Emerge Associates	Playground Permanent Play Structures - Progress Claim	27,924.60
EFT8657	05.11.2010	Mcintosh & Son	Blades, Extension Spring	138.34
EFT8658	05.11.2010	Marnda Mia CNC Pty Ltd	Boardroom Hire and Catering	275.00

EFT8659	05.11.2010	Northwest Copier & Fax Services	Photocopier Meter Readings	12,376.16
EFT8660	05.11.2010	Broadcast Australia Pty Ltd	Facilities Leasing Mt Welcome SBS TV 12/08/2010-08/09/2010	297.09
EFT8661	05.11.2010	North West Tree Services	Lewandowski Park & KAC - Pruning And Removal Of Various Trees	10,202.50
EFT8662	05.11.2010	Ngarluma Aboriginal Corporation	Aboriginal Heritage Site Inspection - Wickham Motocross Final 50% Payment	989.17
EFT8663	05.11.2010	Orica Australia Pty Ltd	Depot - Soda Ash & Acid	1,911.53
EFT8664	05.11.2010	Pilbara Distributors	KAC Kiosk Stock	1,520.20
EFT8665	05.11.2010	Pilbara Tafe	Movie Tickets for School Holiday Program, Course Fees And Books	3,030.50
EFT8666	05.11.2010	Pilbara Newspapers Pty Ltd (Pilbara Echo)	Magnets For Clean Sweep Taskforce, Advertising For Clean Sweep Taskforce	711.15
EFT8667	05.11.2010	D Pentz	Director's Utility Subsidy Reimbursement - Electricity Consumption	104.13
EFT8668	05.11.2010	Roy Galvin & Co Pty Ltd	Supply Of Stainless Steel Repair Bands	262.20
EFT8669	05.11.2010	Roebourne Dingo Hire	Repairs To Millars Well Oval Cricket Nets, Clean Up & Relocate Sand Point Samson, Sand For Jump Pit Roebourne Oval	5,764.00
EFT8670	05.11.2010	Statewide Bearings	Vee Belt	15.19
EFT8671	05.11.2010	State Emergency Service	SES Karratha Unit - Quarterly Payment October to December 2010	5,500.00
EFT8672	05.11.2010	Stihl Shop (West Perth)	Electric Sharpener	492.50
EFT8673	05.11.2010	Statewide Turf Services	Spray Fertiliser Bulgarra Oval, Mowing Verges & ovals	19,183.49
EFT8674	05.11.2010	Sports Surfaces	Final Payment - Supply And Install Turf And Netting To Indoor / Outdoor Cricket Wicket	86,806.50
EFT8675	05.11.2010	Sodexo Remote Sites	Catering for NAIDOC Week Festival Day	3,433.62
EFT8676	05.11.2010	Sophie Yesberg	Swing Dance Workshops	1,000.00
EFT8677	05.11.2010	Swoon Design Studio	Graphic Design/Development Of Love Where You Live Brochures/Banners	2,821.50
EFT8678	05.11.2010	Telford Industries	Chlorine Tablets	1,829.97
EFT8679	05.11.2010	Trugrade Pty Ltd	Cleaning Cloths	151.78
EFT8680	05.11.2010	T-quip	Vacuum Bags, Air-Filters	249.20
EFT8681	05.11.2010	Tennant Australia Pty Ltd	Foam Grip	20.64
EFT8682	05.11.2010	Town Of Port Hedland	Reimbursement For Employee Relocation Expenses	8,800.00
EFT8683	05.11.2010	Wormald Australia Pty Ltd	Admin Building & Karratha Airport - Monthly Testing Of Fire Panels - October 2010	389.82
EFT8684	05.11.2010	Wurth Australia Pty Ltd	Workshop Consumables	76.90
EFT8685	05.11.2010	Welcome Lotteries House	Conference Room Hire 26th & 27th October 2010 - Professional Development Workshop	380.00
EFT8686	05.11.2010	Downer Edi Works Pty Ltd	7 Mile - Wet Hire of Dozer for Tip Cover	748.48
EFT8687	05.11.2010	Waterboyz Pool Maintenance	Pool Maintenance 12 Dodd Crt	218.13
EFT8688	05.11.2010	Webset Security	Airport Contracted Security Charges	17,569.20
EFT8689	05.11.2010	T. Wear	Relocation and Mobilisation Expenses	622.00
EFT8690	08.11.2010	Chandler Macleod	7 Mile - Casual Labour Hire	31,246.29
EFT8691	09.11.2010	British American Tobacco Australia Ltd	TTI - Tobacco	1,987.06
EFT8692	09.11.2010	Woolworths (WA) Ltd	KAC - Pool Reopening Supplies for Barbecue & Kiosk Stock	415.34
EFT8693	09.11.2010	Beverley White	Catering for Seniors Week Morning Tea & Assessment Panel of Shire Housing	425.00
EFT8694	10.11.2010	Karratha Contracting Pty Ltd	KAC - Power Upgrade/Upgrade to Buildings & Patio/Installation Of Colour Bond & Mesh Fence, Shire Housing - Bathroom Renovation & Painting, Karratha Country Club Electrical Works	182,388.84
EFT8695	11.11.2010	Commander Australia Limited	October 2010 Monthly Network Charges	158.00
EFT8696	11.11.2010	City Subaru	Subaru Forester	67,472.60
EFT8697	11.11.2010	Woolworths (WA) Ltd	Cossack Cleaning Items	246.97

EFT8698	12.11.2010	Dept Of Housing & Works-Douglas	Payroll Deductions	250.00
EFT8699	12.11.2010	Dept Of Housing & Works-Hughes	Payroll Deductions	1,020.20
EFT8700	12.11.2010	Dept Of Housing & Works- Hicks	Payroll Deductions	440.00
EFT8701	17.11.2010	Australian Taxation Office	Payroll Deductions	154,915.40
EFT8702	17.11.2010	Child Support Agency	Payroll Deductions	665.72
EFT8703	16.11.2010	British American Tobacco Australia Ltd	TTI - Tobacco	2,737.06
EFT8704	16.11.2010	K. Hay	Reimbursement of East/West Pilbara Library Conference Expenses	29.90
EFT8705	16.11.2010	O. Hayward	Reimbursement of East/West Pilbara Library Conference Expenses	29.90
EFT8706	16.11.2010	N. McCormack	Reimbursement of East/West Pilbara Library Conference Expenses	29.90
EFT8707	16.11.2010	Philip Morris Limited	TTI - Tobacco	1,178.16
EFT8708	16.11.2010	Blackwoods (Atkins Carlyle Ltd)	Star Pickets, Gloves & Oil	252.71
EFT8709	16.11.2010	Chamber Of Commerce & Industry WA	Termination of Employment Advice	559.63
EFT8710	16.11.2010	Kmart Karratha	Library Books	383.25
EFT8711	16.11.2010	Woolworths (WA) Ltd	TTI - Kiosk Stock	440.03
EFT8712	16.11.2010	Beverley White	Catering	640.00
EFT8713	18.11.2010	British American Tobacco Australia Ltd	TTI Cigarettes	1,950.45
EFT8714	18.11.2010	Prime Health Group Limited	Dr Annap Data - First Payment Of MSIS Retention Grant (2 Years Service)	18,333.70
EFT8715	18.11.2010	Protector Alsafé	KAC - Respirator, Safety Boots & Operational Clothing	791.59
EFT8716	18.11.2010	A2J Laser Tag	50% Deposit of Laser Tag - Make A Move Youth Plan	4,581.45
EFT8717	19.11.2010	Karratha First National Real Estate	Shire Housing - Rental Payment	24,418.33
EFT8718	19.11.2010	Drake Australia Pty Ltd	TTI & Admin Office Temporary Staff	18,048.28
EFT8719	19.11.2010	Karratha City Real Estate	Shire Housing - Rental Payment	5,214.29
EFT8720	19.11.2010	Jacque Lymbery	Shire Housing - Rental Payment	7,691.42
EFT8721	19.11.2010	North West Realty	Shire Housing - Rental Payment	24,507.15
EFT8722	19.11.2010	Pilbara Real Estate	Shire Housing - Rental Payment	17,463.26
EFT8723	19.11.2010	Ray White Real Estate	Shire Housing - Rental Payment	37,981.36
EFT8724	19.11.2010	LJ Hooker Karratha	Shire Housing - Rental Payment	5,704.56
EFT8725	19.11.2010	Peter Hunt Architect Superannuation Fund No 2	Shire Office Space - Rental Payment	2,711.03
EFT8726	22.11.2010	Avis Australia Car Hire	Karratha Airport - Tyre/ Wheel Damage to Hire Vehicle	56.50
EFT8727	22.11.2010	Barmah Hats	Large Canvas Drover Hat	352.00
EFT8728	22.11.2010	Baker's Temptation	TTI Kiosk Stock - October Bread & Rolls	2,956.35
EFT8729	22.11.2010	J. Brown	Refund Bond Staff Housing	500.00
EFT8730	22.11.2010	Courier Australia (Toll Ipec Pty Ltd)	Freight	15.09
EFT8731	22.11.2010	Community Arts Network (WA) Ltd	Conference Registration - Beyond The Wall	220.00
EFT8732	22.11.2010	Corporate Express Australia Limited	Stationery	8,437.17
EFT8733	22.11.2010	Transpacific Cleanaway	Shire Waste Collection Services	26,732.84
EFT8734	22.11.2010	Chandler Macleod	7 Mile Waste Labour Hire	62,450.54
EFT8735	22.11.2010	James Cutfield T/As Signature Music	Twilight Tunes - 14/11/2010 At Roebourne Oval	1,677.50
EFT8736	22.11.2010	V. Connolly	Reimbursement - Subway - Working Lunch To Prepare Department Plans	61.80
EFT8737	22.11.2010	Down To Earth Training & Assessing	Trainers/Assessors Fees 18-20/10/10 EWP And Skid-Steer Training	9,937.00
EFT8738	22.11.2010	Davis Langdon Australia Pty Ltd	Breakdown Of Design Development Cost Plan Into Modules For Council's Discussion On Tenancies	3,154.25

EFT8739	22.11.2010	Forte Airport Management	Progress Payment - Airside Upgrade, Karratha Airport Power Upgrades	11,299.75
EFT8740	22.11.2010	Hathaway's Lubricants	Titan Universal MF Engine Oil 15/40	3,992.48
EFT8741	22.11.2010	Host Direct	3 Tier Service Trolley	666.71
EFT8742	22.11.2010	D. Hipworth	Reimburse Accommodation Expense 26/10 - 29/10/2010	901.01
EFT8743	22.11.2010	ITVision	Synergyssoft Online Stores Module Training 28th Oct	995.50
EFT8744	22.11.2010	Juluwarlu Group Aboriginal Corporation	Annual Community Sponsorship (Carry Over From 09/10)	6,240.56
EFT8745	22.11.2010	Just Spectacles	Employee Prescription Safety Glasses	1,132.00
EFT8746	22.11.2010	Karratha Newsagency	TTI - Supply Of Newspapers & Magazines	7,501.34
EFT8747	22.11.2010	Karratha Visitors Centre	Contribution September / October 2010	53,326.71
EFT8748	22.11.2010	Karratha & Districts Junior Soccer Ass.	50% Light Token Reimbursement	240.00
EFT8749	22.11.2010	Karratha Tavern	TTI Alcohol	10,254.00
EFT8750	22.11.2010	LRW'S Electrical	Hand Mower, Air Filter, Generator 5KVA 9HP Robin/Subaru	7,649.80
EFT8751	22.11.2010	Les Mills Aerobics Australia	November Monthly Contract Fee - Bodypump	539.11
EFT8752	22.11.2010	N. Lockwood	Reimbursement - Accommodation Tom Price 30/09/2010, Parking Perth CBD	329.70
EFT8753	22.11.2010	Caltex Energy WA (Link Energy Pty Ltd)	Diesel	21,110.76
EFT8754	22.11.2010	Midalia Steel	Duragal	54.66
EFT8755	22.11.2010	Main Roads Western Australia	Recovery Of Expenditure - Reimbursement Of Regional Road Group Road Project Funds - Mystery Road Project Claim 40%	30,800.00
EFT8756	22.11.2010	Market Creations Pty Ltd	Annual Web Hosting - 1Gb Storage / 1Gb Usage (To 1/11/2011)	1,628.00
EFT8757	22.11.2010	A. Moulton	Reimbursement Of Purchase Of Cooler Water Container & Esky For 7 Mile Waste Facility	215.50
EFT8758	22.11.2010	New Wave Caterers	Catering - Clean Sweep Taskforce Meeting 05.11.10, 21.10.10	274.00
EFT8759	22.11.2010	North West Training & Inspection Services Pty Ltd	Forklift Operators Course 25th & 26th October 2010	1,130.00
EFT8760	22.11.2010	Poolmart Karratha	Fortnightly Maintenance On Pool, RAC Hydrochloric Acid	546.40
EFT8761	22.11.2010	Water2Water	Install Water Filter, Water Filter Service, KEC November Water Cooler Rental	12,884.85
EFT8762	22.11.2010	The Walkabout Hotel/Motel Pty Ltd	Employee Accommodation - Emergency Management Course	500.00
EFT8763	22.11.2010	Pilbara Iron Company (Services) Pty Ltd	Dampier Library Electricity	477.79
EFT8764	22.11.2010	Pilbara Real Estate	19 Finch Street - Bond Top Up Due To Rent Increase	400.00
EFT8765	22.11.2010	Parry's Merchants	TTI, RAC, KAC Kiosk Stock	15,611.68
EFT8766	22.11.2010	Prime Health Group Limited	Employee Twinrix Vaccination	112.00
EFT8767	22.11.2010	Roebourne Visitor Centre	Contribution for September/October 2010	34,515.40
EFT8768	22.11.2010	Signswest Stick With Us Sign Studio	Community Bus Timetables With Anti Graffiti Coating, Billboard Signs, Karratha Airport No Smoking Signs, Banner	14,814.80
EFT8769	22.11.2010	Shell Company Of Australia	Fuel	14,201.75
EFT8770	22.11.2010	Stihl Shop Redcliffe	Fuel Filter	117.05
EFT8771	22.11.2010	Technical Irrigation Imports	D200-3HS 50mm Globe 3way solenoid valve	830.28
EFT8772	22.11.2010	TNT Express	Freight	860.20
EFT8773	22.11.2010	Truck Centre (WA) Pty Ltd	Compressor 750	1,643.86
EFT8774	22.11.2010	The Retic Shop	Bermad Globe Valve	3,224.01
EFT8775	22.11.2010	Thrifty Car Rental	Vehicle Hire	238.18
EFT8776	22.11.2010	Atom Supply	Nozzle Fuel Auto Cut Off	303.24
EFT8777	22.11.2010	Blackwoods (Atkins Carlyle Ltd)	2.5T Pallet Jack	397.76

EFT8778	22.11.2010	A Noble & Son Ltd	KAC - Load Rating Testing To 2 Tonne Gantry After Modifications	294.25
EFT8779	22.11.2010	Protector Alsafe	Safety Clothing	462.00
EFT8780	22.11.2010	A & P Transport	Chook Crumbles, Sunflower Seeds	120.00
EFT8781	22.11.2010	SGS Australia Pty Ltd	Sample Testing	3,875.30
EFT8782	22.11.2010	Attorney-General's Department	Karratha Airport AusChecks October 2010	891.00
EFT8783	22.11.2010	Ausco Building Systems Pty Ltd	Lunchroom Hire - Cleaning Replace 1 x Sheet Poly Replace 2 x Sheets External Cladding	847.00
EFT8784	22.11.2010	Akashic Records	Make A Move Youth Plan - DJ Workshops 31/10/10	5,170.00
EFT8785	22.11.2010	Avdata Australia	Avdata Charges Karratha Airport	3,500.60
EFT8786	22.11.2010	Archipelago Arts	Initial Payment for 3 Years Arts Plan Project	8,250.00
EFT8787	22.11.2010	Airport Security Pty Ltd	Supply Of ASIC	755.00
EFT8788	22.11.2010	All Barcodes Australia Pty Ltd	Scanner - 1560 Cipherlab	649.00
EFT8789	22.11.2010	Allens Hire Service	Hire of Marquees Chairs Tables Fencing for Karratha Community Celebration	17,222.70
EFT8790	22.11.2010	Australian Institute Of Company Directors	Company Director Course 22.11 - 26.11.10	5,856.00
EFT8791	22.11.2010	S. Anderson	Reimbursement - Coles - 8 x 2.5L Water Coolers	164.08
EFT8792	22.11.2010	BOC Limited	Gas Bottle Refills, Blowpipe Torch	1,117.36
EFT8793	22.11.2010	BP Roebourne	Fuel	458.30
EFT8794	22.11.2010	Bunzl Ltd	Toilet Tissue, Wipers	2,111.94
EFT8795	22.11.2010	Beaurepaires	Tyre Repairs, Replacement, Wheel Alignment & Batteries	8,445.05
EFT8796	22.11.2010	BC Lock & Key	Basset Road Units - Rekey All Doors to Shire System, Tambrey BBQ Lock Repair, Lock Repairs	1,170.42
EFT8797	22.11.2010	Wickham Service Station	Fuel	379.12
EFT8798	22.11.2010	The Bay Village	Accommodation	594.00
EFT8799	22.11.2010	BCH Engineering Consultants Pty Ltd	KAC - Minor Structure Condition Assessment	5,017.10
EFT8800	22.11.2010	BEST Consultants	Bulgarra Sporting Precinct Floodlighting and Electrical Upgrade	6,137.07
EFT8801	22.11.2010	Budget Rent A Car	Staff Hire Vehicles	1,398.42
EFT8802	22.11.2010	CJD Equipment	Oil Filter, Operators Manual, Hose Compressor, O-Ring, Receiver Dryer, Wear Indicator, Temp Sensor	2,223.02
EFT8803	22.11.2010	Centurion Transport Co Pty Ltd	Freight	5,711.09
EFT8804	22.11.2010	Coates Hire Operations	Karratha Airport Carpark - Lighting Tower Hire x 4, Variable Message Sign, Safety Barriers, Mini Excavator, Depot Meeting Room Hire	19,658.08
EFT8805	22.11.2010	Coca-Cola Amatil (Holdings) Ltd	TTI, RAC, KAC, KEC Kiosk Stock	14,555.90
EFT8806	22.11.2010	Coventrys	Grease Gun, Knife, Spark Plug, Filters, Battery, Tape, Paint, Ear Muffs, Oil Gauge	2,025.47
EFT8807	22.11.2010	Chemform	Enviro Blocks, Cleaning Products	1,007.55
EFT8808	22.11.2010	Cummins South Pacific Pty Ltd	Oil Filter	172.03
EFT8809	22.11.2010	Coda Studio Pty Ltd	Baynton West Family Centre Variation No 12 Tenancy Plans, Cabinet Submission - Variations to Scope	2,411.48
EFT8810	22.11.2010	L. Cover	Refund of \$500.00 Bond Held on Staff Housing	500.00
EFT8811	22.11.2010	Creating Communities	Youth Strategic & Implementation Plan - Research Strategy Development Project Coordination Client Liaison	2,008.27
EFT8812	22.11.2010	Curtin University Of Technology - Kalgoorlie	Hire of Video Conference Facilities 09.09.10	137.50
EFT8813	22.11.2010	Carry On Cleaning	Cleaning Of Outdoor Areas For Return Of Property	192.50
EFT8814	22.11.2010	David Gray And Company Pty Limited	240ltr Municipal Garbage Bins	43,655.15
EFT8815	22.11.2010	Dexion	Key Clips, Freight	386.02

EFT8816	22.11.2010	Department Of Environment & Conservation	Controlled Waste Tracking Forms October 2010	75.00
EFT8817	22.11.2010	Donegan Enterprises Pty Ltd	Splash Proof Swing Seats	1,600.50
EFT8818	22.11.2010	Department Of Corrective Services	Litter Clean Up x 2	1,320.00
EFT8819	22.11.2010	Elliotts Irrigation Pty Ltd	Compression Coupling 50mm	5,507.35
EFT8820	22.11.2010	Farinosi and Sons (Rtl) Pty Ltd	KAC - Spray Paint	93.93
EFT8821	22.11.2010	Chubb Fire Safety Ltd	Karratha Airport - Monthly Maintenance On Hydrant System - 01/10/10 -31/10/10	538.45
EFT8822	22.11.2010	Fortesque Bus Service Pty Ltd	Sunday Bus Service From 19/09/10 to 31/10/2010	5,969.30
EFT8823	22.11.2010	Fire And Emergency Services Authority	2010/11 Emergency Services Levy	16,397.80
EFT8824	22.11.2010	Friglec Services	Supply Ascon Airconditioner Remote To Replace Missing One From 4 Petrel	110.00
EFT8825	22.11.2010	Forefront Plastics	Karratha Airport Baggage Tubs For The Check Bag Screening Area	9,473.00
EFT8826	22.11.2010	Grace Removals Group	Employee Relocation Expenses	7,783.80
EFT8827	22.11.2010	Gemini Medical Centre - Karratha	Employee Twinrix Vaccinations	502.00
EFT8828	22.11.2010	Home Hardware	KEC - Industrial Fans For Group Fitness Classes, Wire Brushes, Garden Hose, Oil	739.52
EFT8829	22.11.2010	Hydramet	Consultation and Application for Dangerous Goods Licence - Department of Mining and Petroleum	7,920.00
EFT8830	22.11.2010	Howard Porter	Control Valve, Retractable Tarp Bow & Ends	535.81
EFT8831	22.11.2010	Haines Norton (WA) Pty Ltd	WALGA Nuts & Bolts/GST Workshop 07/12/10	825.00
EFT8832	22.11.2010	S. Heaton	Refund \$500.00 Bond Held on Staff Housing	500.00
EFT8833	22.11.2010	Hinaki Whanau Trust/ Tv Te	Dollar For Bags Of Litter Collected - 400 Bags Collected	2,648.60
EFT8834	22.11.2010	Ian Hill	Updating and Modification on 2010/11 Operational Plan	3,940.00
EFT8835	22.11.2010	T. Hayhurst	Reimbursement - Woolworths - Extension Cord & Lighter For Karratha Community Celebration	18.61
EFT8836	22.11.2010	T. Hanlon	Reimbursement Kmart / Coles - Table Clothes & Cleaning Products For Karratha Community Celebration	122.24
EFT8837	22.11.2010	Impay Pty Ltd (Karratha Motors)	Vehicle Removal	370.00
EFT8838	22.11.2010	ID Consulting Pty Ltd	Forecast.ID Annual Subscription Fee - October 2010-September 2011	22,000.00
EFT8839	22.11.2010	Karratha Smash Repairs	Shire Vehicle Repairs, Private Vehicle Windscreen Repair	3,299.07
EFT8840	22.11.2010	Keyspot Services	Custom Made Stamps, Updating Director's Plaques For Council Chambers	790.50
EFT8841	22.11.2010	Karratha Cad Centre	Bulgarra Oval Change Rooms Renovation - Copying Of 10 Sets Of Tender Documents	255.00
EFT8842	22.11.2010	Kott Gunning	Baynton West Family Centre - Consultancy Briefs , Bulgarra Community Centre Legal Advice, Bulgarra Oval Change Rooms Renovation Legal Drafting of Agreement	3,971.44
EFT8843	22.11.2010	Kate Wilson	Drama Workshops - 8 Weeks	1,200.00
EFT8844	22.11.2010	Lyons & Peirce	Karratha Airport - Water Cartage 26.10.10 - 03.11.10, Pump Out & Clean Tanks	11,478.75
EFT8845	22.11.2010	Loscam Limited	TTI - Hire of Pallets October 2010	16.08
EFT8846	22.11.2010	Landgate	Interim Valuation Rolls 04.09.10 - 01.10.10, Mining Tenement Valuations 04.09.10 - 11.10.10, Online Transactions October 2010	1,283.09
EFT8847	22.11.2010	L3 Communications	Installation of Rail Assemblies and Linear Bearings for CBS Machine	16,783.80
EFT8848	22.11.2010	Letizia Palmer Chartered Accountants	Audit for Capital Works - Roebourne Community Hall	1,606.00
EFT8849	22.11.2010	LE Roberts Drafting & Design	Bulgarra Oval Changeroom - Upgrade Progress Claim 2	19,140.00
EFT8850	22.11.2010	Macdonald Johnston Engineering	Cylinder Slide 44.5 Bore x 1800 Stroke, Channel Brush Poly, Hose Assembly, Slide Cylinder, Joystick, Mesh Screen	6,139.14
EFT8851	22.11.2010	Moxham Motors	Air Filter	408.00

EFT8852	22.11.2010	Momar Australia	Ammo Parts Cleaner	2,194.50
EFT8853	22.11.2010	Mc Laren Hire	Hire Diesel 4wd Dual Cab Tray Back Ute For Waste Services - 02/11-01/12/2010	2,488.50
EFT8854	22.11.2010	Media Monitors Australia Pty Ltd	Media Monitoring November 2010	625.05
EFT8855	22.11.2010	V. Maas	Angus & Robertson - 2 Books Lonely For My Land	59.90
EFT8856	22.11.2010	R. McDermott	Reimbursement Telephone Connection Costs 3 Teesdale Place	299.00
EFT8857	22.11.2010	Mcintosh & Son	Air Filter Inner, Oil Filter	177.20
EFT8858	22.11.2010	Marnda Mia CNC Pty Ltd	Catering - Roebourne Senior's Morning Tea, Roebourne Advisory Committee & Boardroom Hire	1,175.00
EFT8859	22.11.2010	Pilbara News	Advertising	10,659.66
EFT8860	22.11.2010	NW Communications & IT Specialists	KAC - GME Tx659 Uhf Handheld 1 Watt Twinpack	245.85
EFT8861	22.11.2010	Redwave Media Ltd	Radio Sponsorship - Cyclone Awareness Segments 11/10-31/10/10	1,668.70
EFT8862	22.11.2010	Northwest Copier & Fax Services	TTI - Cash Register Roles, Toner Cartridges	519.76
EFT8863	22.11.2010	North West Tree Services	Shire Tree Reduction / Removal	19,015.75
EFT8864	22.11.2010	Ngarluma Aboriginal Corporation	Welcome to Country For Launch Of Karratha City of the North 30/06/2010, Welcome to Country Performance Cossack Art Awards	1,650.00
EFT8865	22.11.2010	Nuturf Australia	Klin-Up 360 Biaquatic	646.80
EFT8866	22.11.2010	Northern Edge Consultants Pty Ltd	Emergency Management And Ranger Service Planning Workshop - 26/10/10, Department of Housing Consultancy Services	3,707.00
EFT8867	22.11.2010	Nickol Bay Jewellers	Employee Gift Voucher	100.00
EFT8868	22.11.2010	Novotel Brighton Beach	Employee Accommodation 25-28/10/10	836.00
EFT8869	22.11.2010	Orica Australia Pty Ltd	920kg Chlorine Gas	6,029.55
EFT8870	22.11.2010	Ornithological Technical Services	Review and Assessment of Karratha Airport Bird and Wildlife Plan	5,750.00
EFT8871	22.11.2010	Fulton Hogan Industries Pty Ltd (Pioneer Road Services)	Asphalt Bagged 22Kg	3,960.00
EFT8872	22.11.2010	Pilbara Distributors	RAC Kiosk Stock, KAC Kiosk Stock	2,594.90
EFT8873	22.11.2010	Pirtek	Repair Hydraulic Hose, Connector, Hose Clamp	981.51
EFT8874	22.11.2010	Pilbara Motor Group	A/C Filter, Air Filter, Fuel Filter, Cable, Fuel Cap	859.44
EFT8875	22.11.2010	The Paper Company Of Australia Pty Ltd	A4 Paper	1,884.96
EFT8876	22.11.2010	Pilbara Tafe	Contribution - Walkington Theatre October 2010 & Karratha Library October 2010, Desert REAF Management Fee, Production Costs Karratha Community Celebration, Karratha Community Celebration Performance Fee, Staff Training	239,044.22
EFT8877	22.11.2010	Pilbara Copy Service	Photocopier Billing	56.82
EFT8878	22.11.2010	Pilbara Newspapers Pty Ltd (Pilbara Echo)	Love Where You Live Brochure, Advertising, Operational Funding Booklets, Place Cards, Menu Printing	6,133.30
EFT8879	22.11.2010	Porter Consulting Engineers	Prepare Base Plan And Review Existing Drainage For John's Creek Car Park Expansion, Review Black Spot Drawings, Review Plans for Gap Ridge Industrial Estate	2,162.88
EFT8880	22.11.2010	Quantum Sphere	LG 42 LCD Wide Screens For FIDS - KTA Airport	20,933.00
EFT8881	22.11.2010	Roy Galvin & Co Pty Ltd	3 x Stainless Steel Repair Bands 100mm	262.20
EFT8882	22.11.2010	Regional Development Australia - Pilbara	1DHP-917 Monthly Lease Fees & Contribution To Registration Insurance	2,424.38
EFT8883	22.11.2010	Red Earth Flowers	Supply & Delivery Of Floral Table Arrangements - Shire President's Private Dinner Function 24.10.10	500.00
EFT8884	22.11.2010	Amcap (Formerly Skipper Truck Parts)	Bracket Assembly S Cam LH	2,204.05
EFT8885	22.11.2010	Statewide Bearings	Bearing, Fan Belt, Vee Belt	172.30
EFT8886	22.11.2010	Kmart Karratha	Purchase Of Items To Go Into Transit House	787.25

EFT8887	22.11.2010	Scott Mcphail Painter & Decorators	Remove Graffiti from Tambrey Toilet Block, Hunt Way Pavilion, Millars Well Pavilion, Pegs Creek Pavilion	11,187.00
EFT8888	22.11.2010	Somerset	Employee Accommodation 27-28/10	510.00
EFT8889	22.11.2010	Siemens Ltd	Progress Claim - Checked Baggage Handling System, Additional Supply & Installation of Elevated BHS Solution, Additional Supply & Installation of 4 x 2 Stage Check-in Conveyors	611,385.50
EFT8890	22.11.2010	Statewide Equipment Hire	20 Kva Diesel Generator Hire 01.10.10 - 31.10.10	2,062.37
EFT8891	22.11.2010	Statewide Turf Services	Mow Bulgarra Oval 25/10/10	6,382.75
EFT8892	22.11.2010	Steve Paul & Partners (SPP)	Bulgarra Community Centre - Hydraulic Services Technical Advice	1,870.00
EFT8893	22.11.2010	Angus Smith	Live Entertainment For Roebourne Community Event - Blackstone Ramblers	1,500.00
EFT8894	22.11.2010	T-quip	Fuel/Water Separator Filter	122.70
EFT8895	22.11.2010	Toucan Display Systems	1000mmx2000mm Wide Flag Banner for NVL - Karratha Community Celebration	399.30
EFT8896	22.11.2010	Tennant Australia Pty Ltd	Side Skid Shoe Nozzle	454.83
EFT8897	22.11.2010	The General Mat Company Pty Ltd	TTI - 3 Food Production Mats	1,355.64
EFT8898	22.11.2010	The Heart Foundation	Dollar for Bags Litter Initiative - 6 Bags of Litter Collected	36.00
EFT8899	22.11.2010	UDLA	Redevelopment of Catrall Park - Stage 3	12,364.00
EFT8900	22.11.2010	Versatile Building Products	Fence Post Driver, 100m Measuring Tape, Hand Saws, Letterbox	467.11
EFT8901	22.11.2010	Wickham Newsagency	Wickham Library October 2010 Monthly Magazines and Newspapers	60.30
EFT8902	22.11.2010	Woolworths (WA) Ltd	TTI Kiosk Stock, KAC Stock	767.77
EFT8903	22.11.2010	Wormald Australia Pty Ltd	Admin Office & Karratha Airport - Monthly Routine Inspection and Testing of Fire Panels October 2010	389.82
EFT8904	22.11.2010	Welcome Lotteries House	Venue Hire - 09/11/10 Cultural Awareness	450.00
EFT8905	22.11.2010	Downer Edi Works Pty Ltd	Karratha Airport Water Cartage 13 & 14.10.10 & 20.10.10 - 01.11.10	28,720.56
EFT8906	22.11.2010	West-Sure Group	Airport Security - Cash in Transit Service October 2010	2,722.50
EFT8907	22.11.2010	G. Whyte	Quarterly Expenses Recoup - Internet & Telephone Charges	344.00
EFT8908	22.11.2010	Beverley White	Catering - RYCN Meeting 17.11.10, Organisational Risk Management Workshop, Council Agenda Briefing, Council Meeting	1,128.00
EFT8909	22.11.2010	Webset Security	Security Service - Karratha Airport 18-31/10/10	7,784.70
EFT8910	22.11.2010	Woodhead Pty Ltd	Architect Services - Alterations To The Karratha Leisure Complex Master Plan	825.00
EFT8911	22.11.2010	Workshed Mosaics	Workshop and Full Course Notes At The Karratha Arts And Learning Centre	2,800.00
EFT8912	24.11.2010	Karratha Newsagency	Dampier Library Magazines And Newspaper Subscriptions 30.03.10 - 30.10.10	324.45
EFT8913	24.11.2010	Seek Limited	Seek Job Ad Pack (Quantity of 5 Jobs)	924.00
EFT8914	24.11.2010	C. Francis	Travel Assistance Trust Withdrawal	2,000.00
EFT8915	26.11.2010	Dept Of Housing & Works	Payroll Deductions	250.00
EFT8916	26.11.2010	Dept Of Housing & Works	Payroll Deductions	1,720.20
EFT8917	26.11.2010	Dept Of Housing & Works	Payroll Deductions	689.20
EFT8918	26.11.2010	Shire of Roebourne Social Club	Payroll Deductions	1,098.00
EFT8919	26.11.2010	Karratha Contracting Pty Ltd	Shire Housing Repairs, Karratha Country Club Portable Toilet Block, Install Privacy Screens, Karratha Airport Increase Water Pressure, Construct Outdoor Smoking Area, A/C Repairs & Installations, General Building Maintenance	88,872.39
EFT8920	29.11.2010	Dept Of Housing & Works	Payroll Deductions	241.97
EFT8923	29.11.2010	British American Tobacco Australia Ltd	TTI Cigarettes	1,197.36
EFT8924	29.11.2010	Commander Australia Limited	November Monthly Network Charges	174.50

EFT8925	29.11.2010	Karratha Newsagency	Admin Office Newspapers 29.03.10 - 30.10.10	377.20
EFT8926	29.11.2010	WALGA (Marketforce)	Advertising - Employment, Road Closures, Tenders	13,252.89
EFT8927	29.11.2010	Coventrys	Stock Items	3,554.10
EFT8928	29.11.2010	Grace Removals Group	Removal Fee for Karratha Community Celebration	704.00
EFT8929	29.11.2010	D. Pentz	Conference Expenses - 4th Annual Permit & Project Approvals	256.65
EFT8930	29.11.2010	Seek Limited	Seek Job Ad Pack (20 Jobs)	3,113.00
EFT8931	29.11.2010	Woolworths (WA) Ltd	TTI Kiosk Stock - Consumables, Karratha Airport Goods For ISIS Function	1,211.44
EFT8932	29.11.2010	Beverley White	Catering - Creative Community Consultation Meeting 22.11.10, Councillors & CEO Catch Up 20.11.10	540.00
73329	01.11.2010	Westscheme	Superannuation Contributions	1,542.50
73330	01.11.2010	Rest Superannuation	Superannuation Contributions	1,059.02
73331	01.11.2010	Navigator Australia Limited (Aviva Investment Services)	Superannuation Contributions	991.36
73332	01.11.2010	MLC Nominees Pty Ltd	Superannuation Contributions	655.16
73333	01.11.2010	Mtaa Superannuation Fund	Superannuation Contributions	773.74
73334	01.11.2010	Lgrceu	Payroll Deductions	82.00
73335	01.11.2010	PBTL - Lifetime Superannuation Fund	Superannuation Contributions	637.86
73336	01.11.2010	LG Super	Superannuation Contributions	572.76
73337	01.11.2010	HostPlus Superannuation	Superannuation Contributions	483.20
73338	01.11.2010	Health Super	Superannuation Contributions	652.67
73339	01.11.2010	First State Super	Superannuation Contributions	243.46
73340	01.11.2010	Catholic Super & Retirement Fund	Superannuation Contributions	231.36
73341	01.11.2010	Bt Super For Life	Superannuation Contributions	543.58
73342	01.11.2010	Axa Australia	Superannuation Contributions	506.44
73343	01.11.2010	Amp Life Limited	Superannuation Contributions	300.58
73344	01.11.2010	Australian Services Union (Asu/Meu Div.)	Payroll Deductions	347.40
73345	01.11.2010	WA Local Govt Superannuation Plan	Superannuation Contributions	168,046.58
73347	01.11.2010	Colonial First State Firstchoice Super	Superannuation Contributions	253.22
73348	01.11.2010	Asset Super	Superannuation Contributions	552.65
73349	01.11.2010	Australian Super	Superannuation Contributions	1,919.59
73350	01.11.2010	Shire Of Roebourne	Payroll Deductions	1,946.15
73351	05.11.2010	Shire Of Roebourne	ATM Cash Replenishment	74,000.00
73352	05.11.2010	Kmart Karratha	KEC Child Safety Gate For Crèche, Stainless Steel Spring Hooks	125.00
73353	05.11.2010	Shire Of Roebourne	Refund Swimming Lessons Cancelled Due To Late Opening of KAC 307 x \$10	3,070.00
73354	05.11.2010	Dampier Primary School	School Awards Contribution 2010	75.00
73355	05.11.2010	Duxton Hotel Perth	Councillor Accommodation - WECP Conference 27/28/29 October 2010	660.00
73356	05.11.2010	Karratha Primary School	School Awards Contribution 2010	75.00
73357	05.11.2010	Karratha Senior High School	School Awards Contribution 2010	150.00
73358	05.11.2010	Lil's Retravision Karratha	280lt Door Top Mount Refrigerator, Vacuum	1,296.00
73359	05.11.2010	Millars Well Primary School	School Awards Contribution 2010	75.00
73360	05.11.2010	Nickol Junior Soccer Club	Light Token Reimbursement	305.00
73361	05.11.2010	Pegs Creek Primary School	School Awards Contribution 2010	75.00
73362	05.11.2010	Shire Of Roebourne	Employee Balance Of \$100 / Year Of Service Payment - Visa Giftcard	955.00

73363	05.11.2010	Telstra	Shire Telephone Usage	17,959.10
73364	05.11.2010	Tambrey Primary School	School Awards Contribution 2010	75.00
73365	05.11.2011		Cancelled Cheque	
73366	05.11.2010	Horizon Power	Shire Electricity Consumption	20,132.50
73367	05.11.2010	Angus And Robertson Karratha	Karratha Community Celebration Master Chef Competition - Cookbooks For Winner	74.21
73368	05.11.2010	The Bay Village	S Yasberg & D Meadley Accommodation 29.10.10 - 31.10.10	396.00
73369	05.11.2010	Ensystem Australasia Pty Ltd	Diphthor Duo	371.80
73370	05.11.2010	Fire And Safety WA	KAC - Single Head Hydrant Standpipe (Standard FESA Issue)	1,112.43
73371	05.11.2010	Louise Helen Jarosz	Early Learning Scholarship Program - 50% and 100% Complete Payments	3,000.00
73372	05.11.2010	Gregory Myers	Refund For Overpayment Of Roebourne Special Plates - 308R (Noel Stewart)	20.00
73373	05.11.2010	Sunstate Airlines (QLD) Pty Ltd	Refund Of Payment On Invoices 56461 \$520 & 56493 \$80	600.00
73374	05.11.2010	Daniel Tootsie	Rates refund for assessment A2044 18 Sherlock Street Roebourne 6718	198.41
73375	05.11.2010	United Party Hire	Supply Of Bouncy Castle & Supervision	495.00
73376	09.11.2010	Kmart Karratha	Karratha Community Celebration - Barbeque Giveaway for MasterChef & Equipment, KAC Six Burner BBQ's & Gas Bottles	5,031.00
73377	11.11.2010	Horizon Power	Shire Electricity Consumption	49,102.06
73378	12.11.2010	Shire Of Roebourne	Payroll Deductions	705.00
73379	12.11.2010	Shire Of Roebourne	Payroll Deductions	1,946.15
73380	18.11.2010	3 Hutchison Telecommunications Aust.	Karratha SES Messaging Service 26/10 - 25/11/2010	180.71
73381	19.11.2010	Telstra	Shire Telephone Usage	1,134.23
73382	19.11.2010	Horizon Power	Shire Electricity Consumption	36,813.03
73383	19.11.2010	Water Corporation	Shire Water Consumption	28,197.20
73384	19.11.2010	Shire Of Roebourne	Petty Cash Reimbursement, 7 Mile Waste Facility Float	1,422.50
73385	22.11.2010	Alpha First Aid Supplies Pty Ltd	Soft Pack First Aid Pouch	255.25
73386	22.11.2010	Bel Eyre Motel	Employee Accommodation 25/10/10	252.00
73387	22.11.2010	Holiday Inn-Burswood	Councillor Accommodation 19/10 - 21/10/2010 - LG Reform Forum	700.00
73388	22.11.2010	Karratha Adventure Sports	KAC - Fill Gas Bottles, KEC - 2 Boxes Squash Balls	227.70
73389	22.11.2010	Karratha Volunteer Fire Brigade	Donation - Assistance with Draining And Filling Pool At KAC	1,200.00
73390	22.11.2010	Lil's Retravision Karratha	10L Urn for Council Office	196.00
73391	22.11.2010	Salt Junior Soccer Club	50% Light Token Reimbursement	240.00
73392	22.11.2010	Wickham Community Association (Inc)	Thank A Volunteer Function 11.12.10	5,000.00
73393	22.11.2010	Wickham Primary School	School Awards Presentation Night 06/12/2010	75.00
73394	22.11.2010	Julia Allday	Household Furniture And White Goods	1,700.00
73395	22.11.2010	CD's Confectionery Wholesalers	RAC Kiosk Stock	1,884.75
73396	22.11.2010	Ensystem Australasia Pty Ltd	Diphthor Duo	825.00
73397	22.11.2010	Harvey Norman	Canon Camcorder/Snapshot	501.99
73398	22.11.2010	Mike Hayton	Reimbursement of Fuel - Cleaverville	367.26
73399	22.11.2010	Jason Signmakers	Point Samson Tidy Town Sign	100.54
73400	22.11.2010	Karratha Flying Services Pty Ltd	Radio Licence - Gary Wright	110.00
73401	22.11.2010	McLeods & Co Barristers And Solicitors	Legal Fees - TPS8 Omnibus Amendment - TBB Rio Tinto Submission	7,458.00
73402	22.11.2010	Land Corp	Recoup Of Costs Incurred For Pilbara Cities - Fly Thru Development	55,000.00
73403	22.11.2010	Norwestar Earthmoving Contractors	Refund of Duplicate Payment on Invoice 57286 -	67.10

			07/10/10 and 27/10/10	
73404	22.11.2010	Orthotic Prosthetic Services Pty Ltd	Boot Modifications For D. Burleigh	140.00
73405	22.11.2010	Peerless Jal Pty Ltd	Vacuum Bags	257.57
73406	22.11.2010	Ralph & Beattie Bosworth Pty Ltd	KELP - Cost Management/ Quantity Surveying Consultancy October 2010	6,688.00
73407	22.11.2010	Red Dot Stores	Make A Move Youth Plan - Halloween Party Decorations	50.00
73408	22.11.2010	Murray Charles Reid	Refund Of Rates Overpayment On A39215	3,484.80
73409	22.11.2010	Graham Tully	Pilbara Coast Baseball Association - 50% Light Token Reimbursement	306.00
73410	22.11.2010	Cathy Tobin	Refund Full Payment Of Anti Barking Collar (Not Working)	83.00
73411	22.11.2010	Sandra Vos	Refund of Booking Fee For Cattrall Park 11.09.10 (Cancelled Due To Rain)	33.00
73412	22.11.2010	Woodhouse Legal Solicitors & Legal Consul	Legal Advice - Aurora Biofuels Power Supply	5,012.70
73413	24.11.2010	Australia Post	Postage October 2010	3,385.47
73414	26.11.2010	Shire Of Roebourne	Payroll Deductions	1,592.53
73415	26.11.2010	Australian Services Union (Asu/Meu Div.)	Payroll Deductions	354.60
73416	26.11.2010	Lgrceu	Payroll Deductions	87.00
73417	26.11.2010	Shire Of Roebourne	Payroll Deductions	2,046.15
73418	29.11.2010	Department For Planning & Infrastructure	Licence & Third Party Insurance - 3 Months	78.70
73419	29.11.2010	Telstra	Shire President Phone/Internet To 13/11/10	561.70
73420	29.11.2010	Horizon Power	Shire Electricity Consumption	119,267.21
73421	29.11.2010	Australian Super	Superannuation Contributions	2,082.69
73422	29.11.2010	Colonial First State Firstchoice Super	Superannuation Contributions	450.17
73424	29.11.2010	WA Local Govt Superannuation Plan	Superannuation Contributions	166,985.08
73425	29.11.2010	Amp Life Limited	Superannuation Contributions	334.70
73426	29.11.2010	Axa Australia	Superannuation Contributions	506.43
73427	29.11.2010	Bt Super For Life	Superannuation Contributions	543.58
73428	29.11.2010	Catholic Super & Retirement Fund	Superannuation Contributions	224.65
73429	29.11.2010	First State Super	Superannuation Contributions	250.84
73430	29.11.2010	Health Super	Superannuation Contributions	652.66
73431	29.11.2010	HostPlus Superannuation	Superannuation Contributions	191.66
73432	29.11.2010	LG Super	Superannuation Contributions	572.76
73433	29.11.2010	PBTL - Lifetime Superannuation Fund	Superannuation Contributions	637.86
73434	29.11.2010	Mtaa Superannuation Fund	Superannuation Contributions	723.93
73435	29.11.2010	MLC Nominees Pty Ltd	Superannuation Contributions	526.78
73436	29.11.2010	Navigator Australia Limited (Aviva Investment Services)	Superannuation Contributions	991.36
73437	29.11.2010	Rest Superannuation	Superannuation Contributions	1,150.27
73438	29.11.2010	Westscheme	Superannuation Contributions	1,741.26
DD12800.1	11.10.2010	Westpac Corporate Credit Cards	CEO Expenses September 2010	7,107.84
DD12801.1	09.11.2010	Westpac Corporate Credit Cards	CEO, Directors & Executive Manager Expenses October 2010	15,561.18
				4,827,464.60

	04/11/2010	Shire of Roebourne	Wages	4,166.29
	11/11/2010	Shire of Roebourne	Payroll F/E 10.11.10	445,242.31
	15/11/2010	Shire of Roebourne	Wages	3,416.99

	15/11/2010	Shire of Roebourne	Wages	209.63
	25/11/2010	Shire of Roebourne	Payroll F/E 24.11.10	450,810.65
	29/11/2010	Shire of Roebourne	Wages	1,943.40

905,789.27

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5,733,253.87



## 10.2 PILBARA REGIONAL COUNCIL - FORWARD CAPITAL WORKS PLAN

<b>File No:</b>	<b>FM.3</b>
<b>Attachment(s)</b>	<b>Nil</b>
<b>Responsible Officer:</b>	<b>Director Community and Corporate Services</b>
<b>Author Name:</b>	<b>Executive Manager Corporate Services</b>
<b>Disclosure of Interest:</b>	<b>Nil</b>

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### REPORT PURPOSE

To consider a request from the Pilbara Regional Council for the Country Local Government Fund Grant (\$38,500 GST incl.) for the development of a Forward Capital Works Plan received by each of the four Pilbara Local Governments to be transferred to the Pilbara Regional Council.

### Background

Council successfully submitted an application to Royalties for Regions – Country Local Government Fund for the \$38,500 (GST incl) Forward Capital Works Planning Component.

Following the signing under seal of the Financial Assistance Agreement, Council received a Grant payment of \$38,500 GST Inclusive. Future payments of Country Local Government Funds are dependant upon the submission of a Five Year Capital Works Plan to the Department of Regional Development and Lands by 31 December 2010.

The Pilbara Regional Council has written to the Shire of Roebourne (letter attached) seeking payment of the \$38,500 (GST incl.) Country Local Government Fund – Forward Capital Works Component following a “discussion at the CEO and President’s meeting with the Department of Local Government.” The Pilbara Regional Council requested the additional funding of \$38,500 GST inc from all member LGA’s to complete the Capital Works Plan. As the Shire of Roebourne was in the advanced stages of the Capital Works Plan it was agreed that the additional funding would be allocated towards KPMG producing an advanced Strategic Plan for the Shire of Roebourne. It should be noted that the Shire has spend in excess of \$100,000 towards the 5 year Capital Works Plan including Asset Management Schedules.

### Issues

The Shire of Roebourne has engaged the services of Ron Back (Local Government Financial Consultant to assist in the completion of its Capital Works Plan. The plan was recently adopted by Council at its Special Council meeting on the 6<sup>th</sup> December 2010. The Plan will be submitted to the Department of Regional Development and Lands by the deadline of 31 December 2010.

Officers are hesitant to agree to the PRC request to the allocation of funds on the basis of:

- 1) Council has adopted its capital works plan and has met the Department’s requirements without the assistance of KPMG;
- 2) At its October 2010 the Pilbara Regional Council resolved in Item 8.2.4 to appoint KPMG to undertake the 4 reform initiatives once the LGA’s CEO has approved and revised the scope of works, and agreed to the payment fee (Resolution 0998)

No confirmation is available from Pilbara Regional Council that indicates agreement by the 4 LGA CEO's for scope of works or budget.

### **Options**

Council has the following options available:

1. Not support the payment of \$38,500 (GST incl.) to the Pilbara Regional Council.
2. Support the payment of \$38,500 (GST incl.) to the Pilbara Regional Council.  
(Absolute Majority Required)
3. Consider the request by the Pilbara Regional Council for a contribution of \$38,500 (GST inclusive) for Capital Works a planning processes at the March 2011 Budget Review.

### **Policy Implications**

There are no relevant policy implications pertaining to this matter.

### **Legislative Implications**

Local Government Act 1996 Section 6.8. Expenditure from municipal fund not included in annual budget

(1) A local government is not to incur expenditure from its municipal fund for an additional purpose except where the expenditure —

- (a) is incurred in a financial year before the adoption of the annual budget by the local government;
- (b) is authorised in advance by resolution\*; or
- (c) is authorised in advance by the mayor or president in an emergency. \* Absolute majority required.

### **Financial Implications**

A budget amendment of \$38,500 GST inc would be required should Council support the option of providing payment of \$38,500 to the Pilbara Regional Council as no budget presently exists for this request.

### **Conclusion**

Council may consider a number of options when taking into account the request from PRC for a contribution of \$38,500 for Council's capital works plans. Given Council's recent completion of its capital works plan and the process undertaken to determine the scope of works for the project, Officers would recommend that the Shire not support the PRC request for funding at this point in time, but consider the funding request against additional Shire's funding priorities at the March 2011 budget review process.

### **Voting Requirements**

Simple.

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### **RECOMMENDATION**

That Council resolves to:

1. **Not support the payment of Royalties for Regions – Country Local Government Fund – Forward Capital Works Planning Component of \$38,500 (GST inclusive) to the Pilbara Regional Council.**
2. **Consider the request by the Pilbara Regional Council for a contribution of \$38,500 (GST inclusive) for Regional Capital Works and Strategic Planning processes at the March 2011 Budget Review.**

### **10.3 2009/2010 ANNUAL REPORT**

**File No:** AA/1/1

**Attachment(s)** 1. Audited Annual Financial Statements 2009/10

**Annual Report Text (to be tabled at the Briefing Session 16 December 2010)**

**Responsible Officer:** Executive Manager Corporate Services

**Author Name:** Management Accountant

**Disclosure of Interest:** Nil

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#### **REPORT PURPOSE**

For Council to consider:

- 1) The Annual Report for 2009/10 together with the 2009/10 Audited Annual Financial Statements.
- 2) To advise Council of the surplus for the 2009/2010 financial year, now confirmed after the completion of the audit and for council to review the 2009/10 Annual Financial Statements & Audit Report and adopt the report which will be sent to the Department of Local Government, in accordance with the Local Government Act 1995 (The Act) and associated regulations.

#### **Background**

It is a requirement under the Local Government Act 1995 for the Council to accept the Annual Report no later than 31 December or no later than two months after the auditor's report becomes available.

Council's annual audit was completed in November 2010 and with the Annual Financial Statements showing a final surplus of \$2,195,236; this amount is \$2,195,236 more than what was anticipated; therefore the opening surplus is \$2,195,236. On the 1<sup>st</sup> December 2010, the Shire's Auditor, Mr Greg Goodwin for UHY Haines Norton Chartered Accountants, signed off the Audit of the Financial Statements for 2009/10.

Council has scheduled its Annual Electors meeting to present its Annual Report to the Community on 14 February 2011.

#### **Current Situation**

The Annual Financial Statements and Auditor's Report will be included in the Annual Report for 2009/2010.

**Auditor's Opinion**

In our opinion, the financial report of the Shire of Roebourne is in accordance with the Local Government Act 1995 (as amended) and the Local Government (Financial Management) Regulations 1996 (as amended), including:

- a giving a true and fair view of the Shire's financial position as at 30 June 2010 and of its performance for the year ended on that date; and
- b complying with Australian Accounting Standards (including the Australian Accounting Interpretations), the Local Government Act 1995 (as amended) and the Local Government (Financial Management) Regulations 1996 (as amended).

**Issues**

The adjustment to the surplus is a result of restricted municipal unspent grants/ contributions and loan funds for 2009/10 and other final audit adjustments amounting to \$2,195,236.

**Options**

Council has the following options available:

- 1) a) To receive the Annual Report 2009/10  
b) To receive the Audited Financial Statements 2009/10 and amend the budget accordingly.
- 2) Send the report back to staff with recommended changes

**Policy Implications**

There are no relevant policy implications pertaining to this matter.

**Legislative Implications**

The Annual Report and Financial Statement have been prepared in accordance with various legislation. Adoption of the Annual Report is covered by the Local Government Act 1995, s5.53, s5.54, s5.55, and s6.4.

**Financial Implications**

As mentioned above, the adjustments to the accounts have resulted in a higher opening surplus, decreasing Council's existing deficit. These funds must be carried forward as restricted grants/ contributions & unspent loans.

**Conclusion**

As the purpose of this report is to formally advise of the closing surplus for the 2009/2010 financial year, the report can be received and the budget amended.

**Voting Requirements**

Absolute.

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**RECOMMENDATION**

**That Council:**

- 1) Accept the 2009/10 Annual Report including the 2009/10 Audited Financial Statements.**
- 2) Amend the Budget to reflect the audited opening restricted surplus of \$2,195,236.**



## ATTACHMENT 1 – AUDITED ANNUAL FINANCIAL STATEMENTS 2009/10



### INDEPENDENT AUDIT REPORT TO THE ELECTORS OF THE SHIRE OF ROEBOURNE

#### *Report on the Financial Report*

We have audited the accompanying financial report of the Shire of Roebourne, which comprises the Statement of Financial Position as at 30 June 2010 and the Statement of Comprehensive Income by nature or type, Statement of Comprehensive Income by program, Statement of Changes in Equity, Statement of Cash flows, Rate Setting Statement for the year ended on that date and a summary of significant accounting policies and other explanatory notes.

#### *Council's Responsibility for the Financial Report*

Council is responsible for the preparation and fair presentation of the financial report in accordance with Australian Accounting Standards (including the Australian Accounting Interpretations), the Local Government Act 1995 (as amended) and the Local Government (Financial Management) Regulations 1996 (as amended). This responsibility includes establishing and maintaining internal controls relevant to the preparation and fair presentation of the financial report that is free from material misstatement, whether due to fraud or error; selecting and applying appropriate accounting policies; and making accounting estimates that are reasonable in the circumstances.

#### *Auditor's Responsibility*

Our responsibility is to express an opinion on the financial report based on our audit. We conducted our audit in accordance with Australian Auditing Standards. These Auditing Standards require that we comply with relevant ethical requirements relating to audit engagements and plan and perform the audit to obtain reasonable assurance whether the financial report is free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial report. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial report, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial report in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by the Council, as well as evaluating the overall presentation of the financial report.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### Independence

In conducting our audit, we have complied with the independence requirements of Australian professional ethical pronouncements.

#### Auditor's Opinion

In our opinion, the financial report of the Shire of Roebourne is in accordance with the Local Government Act 1995 (as amended) and the Local Government (Financial Management) Regulations 1996 (as amended), including:

- a. giving a true and fair view of the Shire's financial position as at 30 June 2010 and of its performance for the year ended on that date; and
- b. complying with Australian Accounting Standards (including the Australian Accounting Interpretations), the Local Government Act 1995 (as amended) and the Local Government (Financial Management) Regulations 1996 (as amended).

62

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**INDEPENDENT AUDIT REPORT  
TO THE ELECTORS OF THE SHIRE OF ROEBOURNE (continued)**

**Other Matters**

In accordance with the Local Government (Audit) Regulations 1996, we also report that:

- a) There are no matters that in our opinion indicate significant adverse trends in the financial position or the financial management practices of the Shire.
- b) No matters indicating non-compliance with Part 6 of the Local Government Act 1995 (as amended), the Local Government (Financial Management) Regulations 1996 (as amended) or applicable financial controls of any other written law were noted during the course of our audit.
- c) All necessary information and explanations were obtained by us.
- d) All audit procedures were satisfactorily completed in conducting our audit.

UHY HAINES NORTON  
CHARTERED ACCOUNTANTS

  
GREG GODWIN  
PARTNER

Date: 1 December 2010  
Perth, WA

**SHIRE OF ROEBOURNE**  
**FINANCIAL REPORT**  
**FOR THE YEAR ENDED 30TH JUNE 2010**

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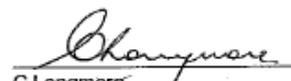
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**SHIRE OF ROEBOURNE**  
**FINANCIAL REPORT**  
**FOR THE YEAR ENDED 30TH JUNE 2010**  
**LOCAL GOVERNMENT ACT 1995**  
**LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996**

**STATEMENT BY CHIEF EXECUTIVE OFFICER**

The attached financial report of the Shire of Roebourne being the annual financial report and other information for the financial year ended 30th June 2010 are in my opinion properly drawn up to present fairly the financial position of the Shire of Roebourne at 30th June 2010 and the results of the operations for the financial year then ended in accordance with the Australian Accounting Standards and comply with the provisions of the Local Government Act 1995 and the regulations under that Act.

Signed on the *1st* day of *December* 2010.

  
C Longmore  
Chief Executive Officer

#### **10.4 RATES LEVY EXEMPTION - AUSTRALIAN BROADCASTING CORPORATION**

<b>File No:</b>	<b>RV.16</b>
<b>Attachment(s)</b>	<b>Nil</b>
<b>Responsible Officer:</b>	<b>Executive Manager Corporate Services</b>
<b>Author Name:</b>	<b>Senior Rates Officer</b>
<b>Disclosure of Interest:</b>	<b>Nil</b>

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#### **REPORT PURPOSE**

For Council to consider the request for Rates Exemption for property owned by the Australian Broadcasting Corporation located at Lot 3532 / 8 Heard Place, Nickol.

#### **Background**

Correspondence has been received from the Australian Broadcasting Corporation (ABC) requesting Rates and Emergency Services Levy exemption in terms of the Australian Broadcasting Corporation Act 1983 S71(1) and the Local Government Act 1995 S6.26 (2)(j) for property.

The property is located at Lot 3532 (8) Heard Place, Nickol, and is currently rated as a residential premise.

The Australian Broadcasting Corporation (ABC) is a Statutory Corporation, created by the Australian Broadcasting Act 1983 (Cth) ("ABC Act"). Section 71(1) of the ABC Act provides that the ABC is "*not subject to taxation under any law of the Commonwealth, of a state or of a Territory*". Accordingly, the ABC's view is that by virtue of section 71(1) of the ABC Act (and section 6.26 (2) (j) of the Local Government Act 1995) it is not liable to pay any "Rates" and "Emergency Services Levy" as these charges are in the nature of taxes.

After consultation with other Local Governments who have received a similar request, legal opinion received by them has that in terms of the Australian Broadcasting Corporation Act 1983 S71(1) "*that the ABC is not liable to pay rates in respect of the land it owns*" inclusive of the Emergency Services Levy (ESL) which is considered to be a tax and therefore the Australian Broadcasting Corporation is not liable to pay it by virtue of section 71(1) of the Australian Broadcasting Corporation Act 1983.

#### **Issues**

In respect to the correspondence received, it appears that the ABC will not continue to pay rates and ESL levied, which poses the issue of debt collection should Council decide not to approve their request to be considered as a rate exempt body.

It is reasonable to consider that legal opinion obtained by other regional Councils confirms the ABC's entitlement to a rating exemption, therefore an exemption could be granted based on advice provided to the Shire of Roebourne.

Alternatively, the Shire may obtain its own legal advice regarding the request.

#### **Options**

Council has the following options available:

1. Agree to grant a Rates Exemption on property at Lot 3532 Heard Place, Nickol, as per the Australian Broadcasting Corporation Act 1983 S71(1) and S6.26 (2)(j) of the Local Government Act 1995.
2. Decide not to grant a Rates Exemption on property at Lot 3532 Heard Place, Nickol and obtain further legal advice regarding the request for Rates Exemption.

### **Policy Implications**

Nil

### **Legislative Implications**

There are two sections of the *Local Government Act 1995 (the Act)* that apply.

1. Section 6.26 of the Act states:

*Except as provided in this section all land within a district is rateable land.*

- (2) The following land is not rateable land*
  - (g) land used exclusively for charitable purposes;*

2. Section 6.53 of the Act states:

*Land becoming or ceasing to be rateable land:*

*Where during a financial year –*

- (a) land that was not rateable becomes rateable land; or*
- (b) rateable land becomes land that is not liable to rates, the owner of that land –*
- (c) is liable for rates proportionate to the portion of the year during which the land is rateable land; or*
- (d) is entitled to a refund of an amount proportionate to the portion of the year during which the land is not rateable land, as the case requires.*

### **Financial Implications**

The granting of the Rates Exemption will effectively be an expense to the Shire as the rates levied have been included in income, therefore it will have a negative effect on the surplus/deficit position. The total exemption claim of \$1,853.26 is to be refunded.

### **Conclusion**

In view of the legal advice provided to other regional Council's, the property at Lot 3532 is to be considered exempt from shire rates and FESA's ESL.

### **Voting Requirements**

Absolute.

---

### **RECOMMENDATION**

**That Council grant a rates exemption on property Lot 3532 Heard Place, Nickol, owned by the Australian Broadcasting Corporation in accordance with the Australian Broadcasting Corporation Act 1983 by virtue of section 71(1) in conjunction with section 6.26 (2) (j) of the Local Government Act 1995.**

## **10.5 RATES LEVY EXEMPTION - PILBARA & KIMBERLEY CARE INC.**

<b>File No:</b>	<b>RV.17</b>
<b>Attachment(s)</b>	<b>Nil</b>
<b>Responsible Officer:</b>	<b>Executive Manager Corporate Services</b>
<b>Author Name:</b>	<b>Senior Rates Officer</b>
<b>Disclosure of Interest:</b>	<b>Nil</b>

---

### **REPORT PURPOSE**

For Council to consider the request for rates exemption for properties owned/occupied by Pilbara & Kimberley Care Inc. at:

1. 21 Bruce Way, Point Samson
2. 71 Hampton Street, Roebourne

### **Background**

Correspondence has been received from Pilbara & Kimberley Care Inc. requesting rates exemption for 21 Bruce Way, Point Samson and 71 Hampton St, Roebourne. Both properties are currently occupied under agreement with the Department of Housing under the Community Housing Scheme Group.

Pilbara & Kimberley Care Inc. provide community support services to some of the most vulnerable and marginalised members of the Shire of Roebourne which includes the aged, those suffering with dementia, people with disabilities, people with mental illness and their carers. Significant proportions of these people are socially and financially disadvantaged.

Pilbara & Kimberley Care Inc. is a registered Public Benevolent Institution which performs its duties and provides its services on a charitable basis. A Public Benevolent Institution (PBI) is a non-profit institution organised for the direct relief of poverty, sickness suffering, distress, misfortune, disability or helplessness. The characteristics of a PBI are:

1. It is set up for needs that require benevolent relief
2. It relieves those needs by directly providing services to people suffering
3. It is carried on for the public benefit
4. It is non-profit
5. It is an institution
6. Its dominant purpose is providing benevolent relief

The Samson Beach Stay (21 Bruce Way, Point Samson) and 71 Hampton St, Roebourne properties provides a short-term overnight respite facility for the aged, people with disabilities and their carers. Respite recipients stay in self-contained purpose built accommodation where a live-in carer is available to assist the respite recipient and/or carer with personal their care needs. It provides a safe and secure environment and an opportunity to enjoy a short “holiday” and their carers a well deserved break. Such opportunities are not readily available to people who have special needs associated with their cognitive and /or functional disability in the North West of Western Australia. The beach stay is funded jointly by the national respite for Carers Program and the Disability Services Commission.

### **Issues**

If Council grants the rates exemption there will be no future rates income from the properties at 21 Bruce Way, Point Samson and 71 Hampton St, Roebourne in future years.

Council has previously approved rates exemptions for charitable organisations providing similar services within the Shire.

### **Options**

Council has the following options available:

1. Agree to grant a rates exemption on 21 Bruce Way, Point Samson and 71 Hampton St, Roebourne respectively; or
2. Decide not to grant a rates exemption on 21 Bruce Way, Point Samson and 71 Hampton Street, Roebourne.

### **Policy Implications**

There are no relevant policy implications pertaining to this matter.

### **Legislative Implications**

There are two sections of the *Local Government Act 1995 (the Act)* that apply.

1. Section 6.26 of the Act states:

*Except as provided in this section all land within a district is rateable land.*

- (2) *The following land is not rateable land*
  - (g) *land used exclusively for charitable purposes;*

2. Section 6.53 of the Act states:

*Land becoming or ceasing to be rateable land:*

*Where during a financial year –*

- (a) *land that was not rateable becomes rateable land; or*
- (b) *rateable land becomes land that is not liable to rates, the owner of that land –*
  - (c) *is liable for rates proportionate to the portion of the year during which the land is rateable land; or*
  - (d) *is entitled to a refund of an amount proportionate to the portion of the year during which the land is not rateable land, as the case requires.*

### **Financial Implications**

The granting of the rates exemption will effectively be an expense to the Shire as the rates levied have been included in 2010/11 revenue; therefore it will have a negative impact on the surplus/deficit position. If approved, the total rates exemption request of \$3,745.28 for 2010/11 would be reimbursed as the rates have been paid in full.

The Fire Services levy is still applicable and is required to be paid in full and the payment forwarded to the Fire and Emergency Services Authority as per the current legislative requirements.

### **Conclusion**

The request for a rates exemption provided by Pilbara & Kimberley Care Inc. meets the requirements of the Local Government Act 1995 under subsection 6.26 paragraph (g)

which states that land will not be rateable if the land is “*used exclusively for charitable purpose*” and is recommended to Council for a rating exemption.

**Voting Requirements**

Absolute.

---

**RECOMMENDATION**

**That Council grant Pilbara & Kimberley Care Inc a rates exemption under Section 6.26(2)(g) and Section 6.53 of the *Local Government Act 1995* effective from 1 July 2010 for the properties located at 21 Bruce Way, Point Samson and 71 Hampton Street, Roebourne.**



## **10.6 REGIONAL DEVELOPMENT AUSTRALIA - REQUEST FOR LEASE VEHICLE**

**File No:** CS.63

**Attachment(s)** 1. Letter of Request – Regional Development Australia

2. Email Letter from Council’s Insurers

**Responsible Officer:** Director Community and Corporate Services

**Author Name:** Executive Manager Corporate Services

**Disclosure of Interest:** Chief Executive Officer

---

### **REPORT PURPOSE**

To consider a request from Regional Development Australia Pilbara for Council Support in the leasing of a vehicle to be used as part of RDAP’s proposed hosting of the Desert Knowledge Australia Outback Business Networks Project.

### **Background**

Regional Development Australia Pilbara are seeking the support of Council for the opportunity to enter an agreement with Council for the provision of a leased vehicle with lease costs to be reimbursed by Regional Development Australia.

### **Issues**

Guidance has been received from Council’s Insurers (as attached) outlining points relating to insurance and risk that should be considered in assessing the request and any future requests of a similar nature.

Potential risks identified by Council’s Insurers include:

- Financial disadvantage in the event of a claim
- Difficulty monitoring the vehicle condition
- Difficulty identifying the driver of the vehicle
- Difficulty ensuring policy terms and conditions are adhered to.

Suggestions proffered by Council’s insurers to mitigate risk to Council include:

- Entering a formal agreement that clearly sets out the parameters and responsibilities of each party to the agreement
- Establishing a Driver Policy consistent with policies applicable to Council employees
- Quarterly inspections of the vehicle

There have been two separate vehicle related incidents involving third party contractors utilising vehicles hired by Council where the vehicles have been damaged. While Council’s insurance protects Council in these instances it does place upwards pressure on Council’s insurance premium. The custom and practise for hiring vehicles has been changed to, where necessary, reimburse third party contractors for vehicle hire costs.

Council has previously entered vehicle lease arrangements with a third party organisation, on the most recent occasion there were delays in the finalisation of the lease due to minor vehicle damage repairs being required and an incorrect charge for a spare set of keys.

Administrative costs would be incurred by Council including entering lease arrangements, developing a suitable agreement between Council and Regional Development Australia, processing of direct debits for lease payments, issuing of debtors invoices. Should Council wish to support Regional Development Australia Pilbara, Officers would recommend the provision of an annual contribution, either by Budget Amendment, the March 2011 Budget review process or via the annual contribution/donation process.

### **Options**

Council has the following options available:

1. Support the entering of a vehicle lease arrangement with Regional Development Australia Pilbara (Absolute Majority Required)
2. Not support the entering of a vehicle lease arrangement with Regional Development Australia Pilbara
3. Consider a contribution to Regional Development Australia Pilbara for the purpose of leasing of a vehicle via a budget amendment( Absolute Majority Required)
4. Consider a contribution to Regional Development Australia Pilbara for the purpose of leasing of a vehicle at the March 2011 budget review
5. Resolve not to enter an agreement with Regional Development Australia and provide a Community Annual Grant application to be submitted in April for Council consideration in May 2011. Given the significant time lapse it may not be consistent with the timeline expectations of Regional Development Australia.

### **Policy Implications**

Council's Vehicle Allocation and Use (Operational Policy) and Vehicle Usage Guidelines are relevant to this matter.

### **Legislative Implications**

Local Government Act 1996 Section 6.8. Expenditure from municipal fund not included in annual budget

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

### **Financial Implications**

Council has received an indicative lease price of \$621.27 per month for leasing a Subaru Forester which would be recouped from Regional Development Australia Pilbara compared to current lease costs of \$904.88 per month being incurred by Regional Development Australia on a similar vehicle. Lease costs would be reimbursed to Council by Regional Development Australia. Should Council agree to the request Regional Development Australia would realise a saving of approx \$3,500 per annum (without consideration of administration costs incurred from Council).

Council would incur additional costs through the establishment, ongoing financial administration and vehicle inspections (as recommended by Council's insurers) throughout the term of the lease. These costs are estimated at approx \$1000 annually for the period of the lease agreement.

Additional costs to Council are dependant on the frequency of the inspections and the condition of the vehicle.

All costs of maintaining and operating the vehicle would be born by Regional Development Australia.

**Conclusion**

While Council has previously provided support to community organisations through the provision of leased vehicle it is not a core function of Local Government and ceased the provision of this service in 2009. Administration costs have been absorbed as inking costs in the past but do represent real cost to Council in the establishment of the lease, direct debit costs, bank reconciliation processing, invoicing and leasing of lease recoupment.

Should Council wish to support the hosting of Desert Knowledge Australia Outback Business Networks Project by Regional Development Australia Pilbara, Officers would recommend the provision of a contribution, either by Budget Amendment, the March 2011 Budget review process or via the annual community grant process.

**Voting Requirements**

Simple.

---

**RECOMMENDATION**

**That Council:**

- 1. Not enter into an agreement with Regional Development Australia for the purpose of providing a lease vehicle.**
- 2. Consider a contribution of \$3,500 Regional Development Australia Pilbara for the purpose of leasing of a vehicle during the March 2011 budget review process.**



## ATTACHMENT 1 – LETTER OF REQUEST – REGIONAL DEVELOPMENT AUSTRALIA



Ref: 813.10

2 December 2010

Collene Longmore  
Chief Executive Officer  
Shire of Roebourne  
PO Box 219  
Karratha WA 6714

p: 08 9144 0651  
f: 08 9144 0652  
e: [administration@rdapilbara.org.au](mailto:administration@rdapilbara.org.au)  
w: [rdapilbara.org.au](http://rdapilbara.org.au)  
Suite 5/7 Morse Court  
Welcome Lotteries House, Karratha

All Postal  
Correspondence  
GPO Box 1404  
Karratha, WA 6714

**RE: The Desert Knowledge Australia Outback Business Networks Project**

I refer to our previous letter dated 10 November 2010 seeking support from the Shire of Roebourne in leasing a vehicle for the Network Development Officer to support the benefits to the Pilbara that a project such as this will deliver. We wish to confirm that the RDA Pilbara is requesting that the Shire of Roebourne will host the leasing of the vehicle lease and that the RDA Pilbara will pay the leasing fees applicable for the vehicle.

I wish to take this opportunity to provide you with further information which may assist you when considering our request.

Desert Knowledge is a national organisation based in Alice Springs. The Desert Knowledge Business Networks Project is a collaboration in which 15 regional development and business organisations joined with AusIndustry, Telstra and the Desert Knowledge Cooperative Research Centre to build effective business networks within and between five desert regions (Kalgoorlie/Boulder, Upper Spencer Gulf, Alice Springs, Broken Hill and Mount Isa) in four industries (mining services, tourism, sustainable building and bush products/local foods).

Desert Knowledge Australia has an independent national board of 11 members, comprising nominees from the Commonwealth, Queensland, New South Wales, South Australia, Western Australia and the Northern Territory, and is chaired by Fred Chaney.

Recent collaborative projects include:

- Linked Business Networks Project
- Our Outback: Partnerships and Pathways to Success in Tourism
- Securing funding for and undertaking management of the soon to be opened Desert Knowledge Precinct.



An Australian Government Initiative



p: 08 9144 0651  
f: 08 9144 0652  
e: administration@rdapilbara.org.au  
w: rdapilbara.org.au  
Suite 5/7 Morse Court  
Ries House, Karratha

The Desert Knowledge Australia Cross Border Business Networks Project aims to **strengthen** small to medium sized enterprises (SMEs) in Australia's regional remote areas. The project will establish or support existing regional industry clusters of SMEs in nine regional centres across desert Australia. These regional clusters will be linked across State/ Territory borders, forming cross border industry networks.

All Postal  
Correspondence  
GPO Box 1404  
Karratha, WA 6714

RDA Pilbara is seeking the opportunity to be the Host Organisation in the Pilbara. It is anticipated that the proposed funding will cover the Network Development Officer salary and the lease of a vehicle. RDA Pilbara will provide in-kind support this initiative to the value of \$20,000. This support will include office space, use of computer and internet and human resource support.

RDA Pilbara is seeking further financial support from other key stakeholders to support and strengthen this initiative further and they will utilise these contributions towards promotion of the project across the Pilbara and towards travel costs to ensure that the whole of the Pilbara has equitable access to supports and resources aligned to the initiative outcomes.

I look forward to receiving your advice and if you require any further information please do not hesitate in contacting me.

Yours faithfully

Nita Harken  
Acting CEO



An Australian Government Initiative



## ATTACHMENT 2 – EMAIL LETTER FROM COUNCIL’S INSURER



30 November 2010

Mr R McDermott  
Executive Manager, Corporate Services  
Shire of Roebourne  
P O Box 219  
KARRATHA WA 6714

**LGIS Insurance Broking**  
ABN 69 009 098 864  
Level 1, 17 Altona Street  
West Perth WA 6005  
PO Box 1003  
West Perth WA 6872  
DX 113 Perth  
Tel +61 (0)8 9483 8888  
Direct +61 8 9483 0861  
Mobile +61 449 969 276  
Fax +61 8 9481 5840  
Email Lise.Crowhurst@lita.com.au  
www.lgiswa.com.au

Dear Ray,

### Insurance of Leased Vehicles

Sorry for the delay in getting back to you - I had a last minute course to attend last week.

As we discussed on the 18th of November 2010, you advised a Regional Development Authority has approached the Shire to seek support in the ongoing running costs of a vehicle they wish to purchase for use with your Council and others in the area.

You have advised that the Regional Authority has asked that the Shire lease the vehicle on their behalf.

There are a number of issues that need to be considered.

If the Shire leases the vehicle, there is an insurable interest i.e. the Shire could be financially disadvantaged in the event of a claim. The Shire would need to add this vehicle to the motor vehicle schedule to ensure cover was in place. As this vehicle would not be under the control of the Shire, it may be difficult for the Shire to monitor the vehicle condition, who is driving the vehicle, ensuring the policy terms and conditions are being adhered to and getting claim documentation are just a few that spring to mind.

You need to remember that any claim lodged against the Shires motor vehicle policy may affect the renewal premium or an excess could be imposed in the event of many claims being lodged. The current motor vehicle policy, underwritten by Zurich Australian Insurance Limited, allows a Shire to receive a rebate on paid premium, should the claims made for a policy year fall below an agreed percentage of premium, again, as the drivers of the vehicle are not employed by the Shire there may be less of an incentive to maintain a claim free attitude.

There have been a couple of recent claims, lodged by the Shire, where a contractor has had the use of a hire car and has damaged the vehicle. In these incidents, the driver has been using the vehicle in contravention of the hire contract. Zurich have met the cost of damage to the vehicles, however, as they are entitled to under the policy, have sought recovery from the negligent drivers. Whilst a recovery of costs will hopefully be made, the Shire has the costs of these claims recorded and may miss out on the annual Good Driver Rebate or may find the premium rates increase next renewal.

Should the Shire agree to lease a vehicle for the Regional Authority, I would suggest there are some policies implemented to protect the Shire and the Regional Authority:-

- A formal agreement is made between the parties that clearly set out the parameters of the provision of the vehicle i.e. who leases the vehicle, who insures the vehicle, who pays the insurance, who pays the policy excess in the event of a claim, who pays for repairs/servicing, who pays running costs etc.
- A driver policy - who can drive (employees spouse/children etc), where the vehicle can and can not go (off road, through water etc), hours of operation, geographical scope of operation (north west only, WA wide, interstate), what personal use is permitted, cleanliness of the vehicle, vehicle inspection checks by the Shire etc. Any driver policy and/or conditions should mirror those agreed by Council employees.
- The vehicle should be inspected by a Shire employee on a regular basis (quarterly??), this would ensure any damage is discovered in a timely fashion and not when the vehicle lease expires. This can lead to delays in claim processing as well as additional excess' being deducted from the claims settlement.

I hope this gives you something to consider, if you need more information, please let me know.

Yours sincerely



Lisa Crowhurst  
Divisional Manager

Document

**10.7 WRITE OFF SUNDRY DEBTORS REPORT**

**File No:** AA/6/2  
**Attachment(s)** Nil  
**Responsible Officer:** Executive Manager Corporate Services  
**Author Name:** Debtors Officer  
**Disclosure of Interest:** Nil

**REPORT PURPOSE**

For Council to consider writing off sundry debts on various Sundry Debtors amounting to \$3,514.50.

**Background**

As part of our ongoing review of all debts, the following debts have been found to have been raised in error or are unrecoverable.

**Issues**

Following is a short comment on each of the debts requested for write off:

**AMOUNTS TO BE WRITTEN OFF – COUNCIL MEETING DECEMBER 2010**

ID	NAME	INVOIC E #	NET	GST	AMOUNT	W/O OFF TO:	REASON - (RAISED IN ERROR)
F089	Frogmat Environmental	53131	\$38.95	\$3.90	\$42.85	404411	Bins delivered to Nickol West Park, no contract obtained-charges revert to Shire on completion
F089	Frogmat Environmental	53701	\$128.18	\$12.82	\$141.00	404411	
F089	Frogmat Environmental	Jan.Int.	\$1.25		\$1.25	110800	Interest raised not valid – no contract
F089	Frogmat Environmental	Feb.Int	\$1.55		\$1.55	110800	Interest raised not valid – no contract
F089	Frogmat Environmental	Mar.Int	\$1.73		\$1.73	110800	Interest raised not valid – no contract
F089	Frogmat Environmental	Apr.Int	\$1.68		\$1.68	110800	Interest raised not valid – no contract
F089	Frogmat Environmental	May Int	\$1.75		\$1.75	110800	Interest raised no valid – no contract
F089	Frogmat Environmental	June Int	\$1.71		\$1.71	110800	Interest raised no valid – no contract
M242	Martins Mining	Feb.Int	\$472.72		\$472.72	110800	Interest raised after judgment issued
M242	Martins Mining	Mar.Int	\$653.58		\$653.58	110800	Interest raised after judgment issued
M242	Martins Mining	Apr.Int	\$650.87		\$650.87	110800	Interest raised after judgment issued
M242	Martins Mining	May Int	\$678.28		\$678.28	110800	Interest raised after judgment issued
M242	Martins Mining	June Int	\$13.02		\$13.02	110800	Interest raised after judgment issued
V026	Virgin Blue Airlines	Dec.Int	\$72.49		\$72.49	110800	Interest charged prior to advice
V026	Virgin Blue Airlines	Int.1001 03	\$174.53		\$174.53	110800	Interest charged prior to advice
V026	Virgin Blue Airlines	Int.1001 07	\$232.79		\$232.79	110800	Interest charged prior to advice
V026	Virgin Blue Airlines	Int.1002 11	\$1.79		\$1.79	110800	Interest charged prior to advice
V026	Virgin Blue Airlines	Feb.Int.	\$11.09		\$11.09	110800	Interest charged prior to advice
R073	Pilbara Iron Company	52138	\$327.11	\$32.71	\$359.82	404713	Inv. rejected no PO-unable to trace depositor of waste
			<b>\$3,465.08</b>	<b>\$49.42</b>	<b>\$3,514.50</b>		

Council has the following options available.

1. Write off the debts as listed
2. The debts to remain outstanding

**Policy Implications**

There are no relevant policy implications pertaining to this matter.

**Legislative Implications**

Local Government Act 1985 s6.12(1)(c) states that “a local government may write off any amount of money”.

**Financial Implications**

The write off of a debt is effectively an expense to the Council as the money has been shown as income in a previous year therefore it will have a negative effect on the surplus/deficit position.

**Conclusion**

The items listed for write off have effectively been raised in error or are unrecoverable and therefore are now to be considered outstanding.

**Voting Requirements**

Absolute.

**RECOMMENDATION**

**That Council write off the following debts amounting to \$3,514.50 that were raised in error or are unrecoverable prior to 30<sup>th</sup> June 2010.**

**AMOUNTS TO BE WRITTEN OFF – COUNCIL MEETING DECEMBER 2010**

ID	NAME	INVOICE #	NET	GST	AMOUNT	W/O OFF TO:	REASON - (RAISED IN ERROR)
F089	Frogmat Environmental	53131	\$38.95	\$3.90	\$42.85	404411	Bins delivered to Nickol West Park, no contract obtained-charges revert to Shire on completion
F089	Frogmat Environmental	53701	\$128.18	\$12.82	\$141.00	404411	
F089	Frogmat Environmental	Jan.Int.	\$1.25		\$1.25	110800	Interest raised not valid – no contract
F089	Frogmat Environmental	Feb.Int	\$1.55		\$1.55	110800	Interest raised not valid – no contract
F089	Frogmat Environmental	Mar.Int	\$1.73		\$1.73	110800	Interest raised not valid – no contract
F089	Frogmat Environmental	Apr.Int	\$1.68		\$1.68	110800	Interest raised not valid – no contract
F089	Frogmat Environmental	May Int	\$1.75		\$1.75	110800	Interest raised not valid – no contract
F089	Frogmat Environmental	June Int	\$1.71		\$1.71	110800	Interest raised no valid – no contract
M242	Martins Mining	Feb.Int	\$472.72		\$472.72	110800	Interest raised after judgment issued
M242	Martins Mining	Mar.Int	\$653.58		\$653.58	110800	Interest raised after judgment issued
M242	Martins Mining	Apr.Int	\$650.87		\$650.87	110800	Interest raised after judgment issued
M242	Martins Mining	May Int	\$678.28		\$678.28	110800	Interest raised after judgment issued
M242	Martins Mining	June Int	\$13.02		\$13.02	110800	Interest raised after judgment issued
V026	Virgin Blue Airlines	Dec.Int	\$72.49		\$72.49	110800	Interest charged prior to advice
V026	Virgin Blue Airlines	Int.100103	\$174.53		\$174.53	110800	Interest charged prior to advice
V026	Virgin Blue Airlines	Int.100107	\$232.79		\$232.79	110800	Interest charged prior to advice
V026	Virgin Blue Airlines	Int.100211	\$1.79		\$1.79	110800	Interest charged prior to advice
V026	Virgin Blue Airlines	Feb.Int.	\$11.09		\$11.09	110800	Interest charged prior to advice
R073	Pilbara Iron Company	52138	\$327.11	\$32.71	\$359.82	404713	Inv. rejected no PO-unable to trace depositor of waste
			<b>\$3,465.08</b>	<b>\$49.42</b>	<b>\$3,514.50</b>		



## **10.8 FINANCIAL STATEMENT FOR PERIOD ENDING 31 OCTOBER 2010**

<b>File No:</b>	<b>DEC10</b>
<b>Attachment(s)</b>	<b>Nil</b>
<b>Responsible Officer:</b>	<b>Executive Manager Corporate Services</b>
<b>Author Name:</b>	<b>Management Accountant</b>
<b>Disclosure of Interest:</b>	<b>Nil</b>

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### **REPORT PURPOSE**

To provide Council with a summary of the financial position as at the specified period.

#### **Background**

In accordance with the Local Government Act 1995 and Local Government (Financial Management) Regulations 1996, a Statement of Financial Activity is required to be presented to Council as a minimum requirement.

In accordance with the regulations, a report must be compiled on variances greater than the materiality threshold adopted by Council of \$10,000.

With this report being composed at programme level, only a general comment can be made regarding the variances.

The Act states that a statement of financial activity, and accompanying documents, are to be;

- 1) Presented to the Council;
  - (a) At the next ordinary meeting of council following the end of the month to which the statement relates; or
  - (b) If the statement is not prepared in time to present it to the meeting referred to in (a) above, to the next meeting of Council after that meeting; and
- 2) Recorded in the minutes of the meeting at which it is presented.

#### **Options**

- 1) To adopt the report as is
- 2) To adopt the report with amendments
- 3) Not to adopt the report

#### **Policy Implications**

There are no relevant policy implications pertaining to this matter.

#### **Legislative Implications**

As per section 34 of the Local Government (Financial Management) Regulations 1996.

**Financial Implications**

There are no financial implications resulting from this report.

**Conclusion**

None

**Voting Requirements**

Simple.

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**RECOMMENDATION**

**That the Financial reports for the period ending 31 October 2010 be received.**

**Shire Of Roebourne**  
**Statement Of Financial Activity**  
**for the period 1 July 2010 to 31 October 2010**

	Original Budget	Amended Budget	Year to Date Amended Budget	Year To Date Actual	\$10,000 or more
	\$	\$	\$	\$	\$
<b>Rate Setting Statement</b>					
<b>Operating</b>					
<b>Revenues (Sources)</b>					
General Purpose Funding (excluding Rates)	4,415,287	5,124,610	1,281,444	1,699,349	(417,905)
Governance	94,283	291,328	55,629	224,537	(168,908)
Law, Order And Public Safety	251,007	267,689	62,066	47,717	14,349
Health	80,532	80,532	20,802	15,313	-
Education and Welfare	150,337	150,337	50,610	21,251	29,359
Housing	3,837,429	3,839,442	1,066,373	77,967	988,406
Community Amenities	12,000,193	12,315,950	5,176,420	4,577,008	599,412
Recreation And Culture	9,895,765	25,929,924	2,790,105	4,233,207	(1,443,102)
Transport	22,640,687	23,771,304	7,423,141	7,254,569	168,572
Economic Services	1,294,988	1,560,579	586,820	710,312	(123,492)
Other Property And Services	60,100	194,363	9,832	47,417	(37,585)
	54,720,608	73,526,058	18,523,242	18,908,648	(385,406)
<b>Expenses (Applications)</b>					
General Purpose Funding	(502,566)	(502,566)	(174,052)	(171,493)	-
Governance	(2,249,738)	(2,712,308)	(1,082,626)	(610,722)	(471,904)
Law, Order And Public Safety	(1,753,954)	(1,776,314)	(631,642)	(401,580)	(230,062)
Health	(1,122,073)	(1,158,565)	(390,641)	(251,586)	(139,055)
Education and Welfare	(379,193)	(379,193)	(153,953)	(55,508)	(98,445)
Housing	(2,942,214)	(2,958,650)	(1,086,496)	(196,241)	(890,255)
Community Amenities	(9,708,738)	(9,810,515)	(3,242,642)	(2,400,233)	(842,409)
Recreation And Culture	(19,279,423)	(19,400,880)	(5,446,019)	(3,844,142)	(1,601,877)
Transport	(16,037,913)	(16,041,409)	(4,518,180)	(3,064,955)	(1,453,225)
Economic Services	(12,083,023)	(12,423,360)	(641,602)	(509,398)	(132,204)
Other Property And Services	792,620	494,817	(56,973)	322,605	(379,578)
	(65,266,215)	(66,668,943)	(17,424,826)	(11,183,251)	(6,241,575)
<b>Capital</b>					
<b>Revenue</b>					
Proceeds From Disposal Of Assets	5,926,756	6,013,003	1,813,756	880,518	933,238
Tsf From Aerodrome Reserve	5,173,492	5,794,188	1,497,164	0	1,497,164
Tsf From Air conditioning Reserve	0	0	0	0	-
Tsf From MSIS Reserve	0	0	0	0	-
Tsf From Walkington Theatre Reserve	0	0	0	0	-
Tsf From Royalties for Regions Reserve	18,066,500	18,066,500	6,040,000	0	6,040,000
Tsf From Plant Replacement Reserve	745,977	745,977	0	0	-
Tsf From Dampier Drainage Reserve	0	0	0	0	-
Tsf From Infrastructure Reserve	7,751,338	7,938,838	2,264,500	0	2,264,500
Tsf From Waste Management Res	1,302,865	1,302,865	0	0	-
Tsf From Housing Reserve	1,604,135	1,604,135	1,350,000	0	1,350,000
Tsf From Parks, Ovals & Rec Facilities	0	0	0	0	-
Tsf From Information Technology Res	0	0	0	0	-
Tsf From Public Open Space Reserve	1,198,000	1,328,000	0	0	-
New Loans Raised	19,521,304	19,521,304	0	0	-
Tsf From Restricted Cash Unspent Grants/Contributions	0	0	0	1,434,380	(1,434,380)
Repayments Of Self Supporting Loans	5,601	5,601	2,756	2,678	-
Repayments Of Interest Free Loans To	101,536	101,536	2,512	2,512	-

Local Groups

61,397,504      62,421,947      12,970,688      2,320,088      10,650,600

**Shire Of Roebourne**  
**Statement Of Financial Activity**  
**for the period 1 July 2010 to 31 October 2010**

	Original Budget	Amended Budget	Year to Date Amended Budget	Year To Date Actual	\$10,000 or more
	\$	\$	\$	\$	\$
<b>Expenses</b>					
Purchase Of Assets - Land	(2,389,000)	(2,389,000)	(2,389,000)	(1,388,075)	(1,000,925)
Purchase Of Assets - Artwork	0	0	0	0	-
Purchase Of Assets - Buildings	(32,680,244)	(34,481,314)	(4,728,164)	(3,971,211)	(756,953)
Purchase Of Assets - Equipment	(536,890)	(314,668)	(511,158)	(34,552)	(476,606)
Purchase Of Assets - Furniture & Equip	(616,570)	(611,570)	(373,058)	(87,147)	(285,911)
Purchase Of Assets - Plant	(5,588,351)	(5,438,135)	(3,097,351)	(482,621)	(2,614,730)
Purchase Of Assets - Infrastructure	(22,197,855)	(22,524,873)	(7,063,678)	(3,695,242)	(3,368,436)
Loan Principal Repayments	(1,835,380)	(1,835,380)	(768,050)	(768,050)	-
Tsf To Aerodrome Reserve	(287,295)	(287,295)	(95,764)	(138,478)	42,714
Tsf To Air conditioning Reserve	0	0	0	0	-
Tsf To Dampier Drainage Reserve	(732)	(732)	(244)	(225)	-
Tsf To Plant Replacement Reserve	(41,356)	(41,356)	(13,784)	(11,695)	-
Tsf To Walkington Theatre Reserve	(98)	(98)	(32)	(43)	-
Tsf To Royalties for Regions Reserve	(400,000)	(16,400,000)	(133,332)	(246,918)	113,586
Tsf To Workers Compensation Res	(24,128)	(24,128)	(8,044)	(10,501)	-
Tsf To Infrastructure Reserve	(918,136)	(918,136)	0	(127,177)	127,177
Tsf To Waste Management Reserve	(407,623)	(1,207,413)	(40,692)	(66,108)	25,416
Tsf To Housing Reserve	(1,488,162)	(1,488,162)	(66,056)	(14,243)	(51,813)
Tsf To Parks, Ovals & Rec Facilities Res	0	0	(56)	0	-
Tsf To Aged Persons Home Reserve	(1,345)	(1,345)	(448)	(688)	-
Tsf To Information Technology Reserve	0	0	0	0	-
Tsf To Junior Sport Reserve	(1,542)	(1,542)	(516)	(784)	-
Tsf To Public Open Space Reserve	(12,355)	(12,355)	(4,060)	(19,895)	15,835
Tsf To Mosquito Control Reserve	(537)	(537)	(12)	(21)	-
Tsf To History & Cultural Publications Reserve	(1,090)	(1,090)	(364)	(474)	-
Tsf To Underground Power Reserve	(3,985,345)	(3,985,345)	0	0	-
Tsf To Medical Services Assistance Package Reserve	(7,654)	(7,654)	(2,552)	(2,315)	-
Interest Free Loan Principal	0	0	0	0	-
Tsf of Unbudgeted Muni Restricted Cash	0	0	0	(1,434,380)	1,434,380
Income Set Aside As Restricted Funds	0	0	0	0	-
	(73,421,688)	(91,972,128)	(19,296,415)	(12,500,843)	(6,795,572)
<b>Adjustment For Non Cash Items</b>					
Depreciation	7,798,569	7,798,569	1,101,820	0	
Amounts Set Aside To Provisions	(200,000)	(200,000)	0	0	
Accrued Loan Interest	0	0	0	(234,685)	
Accrued Salary & Wages	0	0	0	(69,622)	
Movement in Deferred Rates	0	0	0	11,441	
(Profit) / Loss On Disposal Of Assets	(3,506,519)	(3,592,766)	(1,019,032)	0	
	4,092,050	4,005,803	82,788	(292,865)	
<b>Surplus Brought Forward 1 August</b>	0	0	0	0	

<b>Amount Raised From Rates</b>	18,477,741	18,658,199	18,191,722	18,193,509	-
<b>Surplus / (Deficit)</b>	<u>0</u>	<u>(29,064)</u>	<u>13,047,199</u>	<u>15,445,285</u>	

This statement is to be read in conjunction with the accompanying notes.

Operating revenue is over the year to date budget by \$385,406 which represents a positive variance of 2.08%.

Operating Expenditure is under the year to date budget by \$6,241,575 which represents a variance of 35.82%.

In accordance with the materiality threshold adopted by Council for the reporting of variances by programme in the Statement of Financial Activity, the following comments are made to provide an explanation of the above variances.

General Purpose Funding

*Revenue*

Revenue up 32.61% (\$417,905) due to additional interest on reserves Term Deposits brought to account to October 2010 \$101,286 with Interest payable at maturity in October on Royalty for Regions Funds \$113,586 higher than expected YTD. Interim rates & Instalment notices issued were \$229,043 higher than budgeted YTD. Lower than expected Interest on Municipal Investments due to lower interest rates YTD \$55,480.

*Expenditure*

Expenditure is showing a variance down of 1.47% which is an immaterial variance YTD.

Governance

*Revenue*

Revenue is up 303.63% (\$168,908) which is due to Pilbara to Parliament Income of \$197,045 and \$15,345 FESA Admin Contribution Budgeted for October not received until November.

*Expenditure*

Expenditure is down 43.59% (\$471,904) which is due to:

- 1) \$235,228 down on Non-Statutory Donations Budgeted Year to Date October
- 2) \$161,978 down on Executive Services Office & Project Expenses, still to be completed.
- 3) \$122,841 down on IT Software, Network Expenses, and Main Computer System upgrade due to work still to be completed in November.
- 4) \$75,887 down on Karratha Admin Building costs
- 5) \$47,843 down on Employment Costs Strategic Projects, due to Project Manager vacancy
- 6) \$48,477 down on Employment Costs Executive due to vacancies, Exec PA, OHS Officer
- 7) \$398,876 up on Administration costs allocated
- 8) \$46,619 up on Employment Costs Corporate Services due to 12 month leave entitlement paid in July
- 9) \$18,875 up on Office Expenses Corporate Services – Budget Increased in Budget Review

Law, Order and Public Safety

*Revenue*

Revenue is down by 23.12% (\$14,349) which is due to RTO grants for Community Safety \$20,000 not yet received as Budgeted for September less FESA Contribution Karratha SES above YTD Budget.

Expenditure is down 36.42% (\$230,062) which is due to:

- 1) \$63,389 down on Anti Graffiti Initiatives Budget spread evenly over the year

- 2) \$60,012 August to September Budget unspent on Cyclone Hazard removal costs to be reforecast for later in the Year i.e. November
- 3) \$22,586 down on Security & Off-road vehicle signage & education YTD.
- 4) \$20,000 down on Depreciation
- 5) \$13,686 down on Karratha SES Building Costs YTD – FESA operating grants received Oct.

Health

*Revenue*

Revenue is down by 26.39% (\$5,489) which is due to income received on Health Premises & Stallholder Fees & charges.

*Expenditure*

Expenditure is down 35.60% (\$139,055) which is due to:

- 1) \$11,361 down on MSIS Employment & Office costs – position currently vacant
- 2) \$11,113 MSIS Retention payments lower than budgeted – Paid in December
- 3) \$73,375 down on Compliance Auditing & Inspections to occur in second quarter

Education and Welfare

*Revenue*

Revenue is showing a variance of down 58.01% (\$29,359) which was due to Freemasons Aged person unit contribution not yet received. Also yearly contribution not yet received for Early Learning Specialist Scholarship (\$18,332) Pilbara Iron made first contribution in November.

*Expenditure*

Expenditure is showing a variance of down 63.95% (\$98,445) which is due to:

- 1) \$21,717 down on Early Learning Specialist Scholarship expenses as income not yet received
- 2) \$29,693 down on Day Care Buildings costs
- 3) \$117,985 down on KELT project expenses to occur early 2011

Housing

*Revenue*

Revenue is showing a variance down of 92.69% (\$988,406) due to Disposal & Profit not yet recorded in asset register on sale of Harding Way Units. Proceeds have been received in August.

*Expenditure*

Expenditure is down 81.94% (\$890,255) which is due to:

- 1) \$42,993 up on Leased Housing due to paid in advance
- 2) \$33,522 down on Interest expense on Staff Housing Loans due to 09/10 accrual
- 3) \$99,845 down on Staff Housing Op Costs Year to Date
- 4) \$150,516 down on Depreciation YTD not yet posted
- 5) \$682,697 down on allocation of Staff Housing costs

Community Amenities

*Revenue*

Revenue has a variance down of 11.58% (\$599,412) mainly due to:

- 1) \$96,085 up on Domestic Refuse Collection Fees.
- 2) \$101,360 up on Industrial/Commercial Refuse collection Fees
- 3) \$43,532 up on Town Planning Fees
- 4) \$424,003 down on Industrial/Commercial Refuse disposal Fees
- 5) \$179,613 down on Liquid Waste disposal fees
- 6) \$72,476 down on Hazardous Waste disposal fees
- 7) \$39,641 down on Income from Recycling
- 8) \$36,000 down on Litter Initiatives Funding
- 9) \$10,000 down on Contributions Economic Development from RDA

*Expenditure*

Expenditure is showing a variance down of 25.98% (\$842,409). The main variances are as follows:

- 1) \$ 208,931 down on Litter Control – reduced staff numbers
- 2) \$128,458 down on Domestic Refuse Collection – vacant positions in this area
- 3) \$134,080 down on Depreciation not yet posted for waste collection & landfill ops
- 4) \$76,069 down on Town Planning Office Expenses – Staff Development not yet spent
- 5) \$64,793 down on Recycling
- 6) \$43,001 down on Economic Development Employment Costs

- 7) \$47,498 down on Drainage Maintenance Costs
- 8) \$ 30,336 down on Economic Development Prospectus Project
- 9) \$20,629 down on Refuse Site Maintenance & Refuse Site 7 Mile
- 10) \$16,199 down on Karratha City of the North Expenses

Recreation and Culture

*Revenue*

Revenue has a variance up of 51.72% (\$1,443,102). The variance is due to:

- 1) \$2,000,000 up on Grants and Contrib. for Baynton West Family Centre not expected til Nov.
- 2) \$46,350 up on Lease fees from Telstra towers received.
- 3) \$38,417 up on KEC Programme Income – Attendance has been better than expected.
- 4) \$13,600 up on Grant unbudgeted Received for Community Heritage NLA
- 5) \$280,542 down on Grants & Contributions-Ovals not yet received from Dept Education
- 6) \$176,000 down on Grant & Contributions-Playground Structures Not yet Received
- 7) \$120,000 down on Cossack Grant Income not yet received from Heritage Council
- 8) \$23,500 down on Contribution to Cossack Art Prizes
- 9) \$16,164 down on Special Youth Projects Income not received til October
- 10) \$55,772 down on KAC Merchandise Sales due to Pool Closure for Refurbishment
- 11) \$10,000 down on Community Bus (Public Transport Project – 60k 10/11)

*Expenditure*

Expenditure has a variance of down 29.41% (\$1,601,877). The main variances are as follows:

- 1) \$123,111 down on Employment Costs – KAC & KEC & RAC (KAC Closed til Nov, training being completed for permanent employees)
- 2) \$130,005 down on Oval Mtce
- 3) \$92,860 down on Hard-court Mtce – Ongoing
- 4) \$122,225 down on Parks & Gardens Mtce – due to staff shortages
- 5) \$138,418 down on Karratha Entertainment Centre Expenses
- 6) \$70,939 down on Cossack Operating Expenses
- 7) \$71,480 down on Playground Maintenance
- 8) \$72,273 down on Effluent Tank Mtce – further works pending
- 9) \$66,668 down on Roebourne Pool Contrib. to Building Assets
- 10) \$42,629 down on Open Space/ Drain Reserve Mtce
- 11) \$60,964 down on KAC Building Mtce –closed for Project until November
- 12) \$34,260 down on Community Bus (Public Transport Project)
- 13) \$27,549 down on NAIDOC week expenses – remaining wont be expended til June-11
- 14) \$31,990 down on Special Youth Projects Expense
- 15) \$30,000 down on Review of Karratha Library Operations, to appoint consultant in October and complete by Feb-11.
- 16) \$31,068 down on Contribution to Walkington Theatre October paid in November
- 17) \$22,404 down on Karratha Library Contribution – September not paid until October
- 18) \$18,367 down on Roebourne Aquatic Centre Expenses
- 19) \$21,670 down on Community Bus (Public Transport Project)
- 20) \$11,409 down on Interest on Loan repayments Cossack Infrastructure – due to 09/10 Accrual Reversal
- 21) \$20,000 down on Contribution to St Luke's Oval
- 22) \$12,654 down on Boat Ramp Maintenance
- 23) \$208,305 up on Employment Costs Recreation & Community Development (offsets above Centres)
- 24) \$49,981 up on Dampier Pavilion Building
- 25) \$15,403 up on Roebourne Race Track expenses as completed additional car park & track surface prep works.
- 26) \$27,000 up on Heritage Expenses related to new grant income received 10/11.

Transport

*Revenue*

Revenue shows a variance down of 2.27% (\$168,572). The main variances are as follows:

- 1) \$332,506 down on Karratha Airport income (including leases) due to timing on Oct-10 Invoice raised in Nov – timing of landing data availability. Not received til three weeks after mth end
- 2) \$220,317 up on Road to Recovery Project Grants Year To Date
- 3) \$110,569 down on Local Govt Road Grants – Only received part in October(Searipple bridge)
- 4) \$139,449 up on Tien Tsin Inne income
- 5) \$78,961 on sale of assets not yet realised as budgeted

*Expenditure*

Expenditure has a variance of down 32.16% (\$1,453,225) The main variances are due to depreciation on infrastructure assets not yet applied and as follows:

- 1) \$348,233 down on Karratha Terminal Building Mtce
- 2) \$266,000 down on Contributions to Road works
- 3) \$159,018 down on Interest on Loan – Karratha Airport – due to reversal of 09/10 year 30 June Interest Accrual YTD
- 4) \$94,229 down on Footpath Mtce
- 5) \$68,090 down on Traffic Signs & Control costs
- 6) \$79,066 down on Airport Employment costs
- 7) \$17,283 down on Street Lights-Electricity
- 8) \$12,377 down on TTI Kiosk Expenses
- 9) \$45,057 down on Pastoral Access Rd Mtce
- 10) \$30,000 down on Consultants required for studies not yet spent for Quarter
- 11) \$34,899 down on Landside Mtce
- 12) \$31,797 down on Airport office expenses
- 13) \$37,797 down on Street Tree Mtce Costs
- 14) \$23,282 down on Airport Security Costs
- 15) \$25,427 down on Other Roads Expenses
- 16) \$20,785 down on planned Greening of Main Streets Costs
- 17) \$18,845 down on Crossover Contributions
- 18) \$34,908 up on TTI Employment costs
- 19) \$36,706 up on TTI Bar expenses
- 20) \$27,953 up on Town Street Mtce
- 21) \$77,787 up on sheeting roads begun first quarter while budgeted evenly over year.
- 22) \$135,987 up on Airside Mtce

Economic Services

*Revenue*

Revenue has a variance up of 21.04% (\$123,492). The variance is mainly due to Receipt of Unbudgeted \$145,000 Contribution to Enhancement of Camping Grounds at 40 Mile from Apache yet to be utilised less Building Licence fees down on budget by \$25,151. Increased Camping Fees at 40 Mile Beach have been received year to date.

*Expenditure*

Expenditure has a variance down of 20.61% (\$132,204) due to Overrun in employment costs Building less Karratha Community Celebration Expenses not yet brought to Account by October

Other Property and Services

*Revenue*

Revenue has a variance up of 382.27% (\$37,585) which is mainly due to increased Budget for Diesel Fuel Rebate claims.

*Expenditure*

Expenditure has a variance down of 666.24% (\$379,578). This is mainly due to:

- 1) \$133,117 up on plant costs & allocations – over allocated as per Plant Reserves transfer.

- 2) \$330,159 down on Employment costs due to vacancies in Waste Management & Works
- 3) \$37,474 down on Tech Serv – Design & Investigations
- 4) \$52,482 down on Works Office Expenses
- 5) \$30,000 down on Asset Management costs Monthly Budget

Capital

*Revenue*

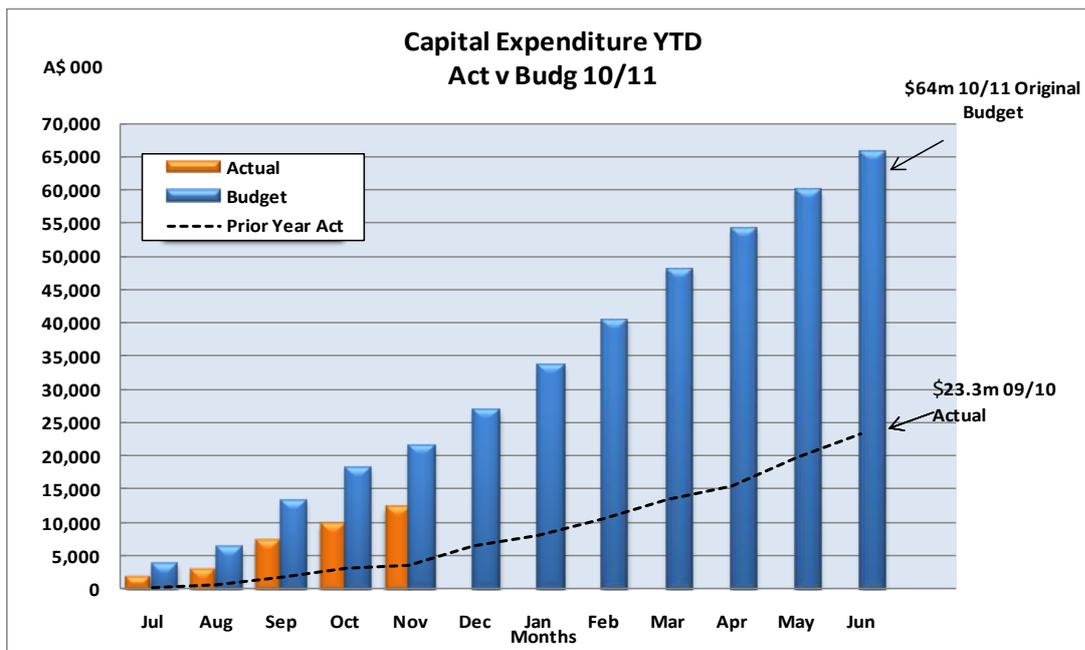
Capital Revenue shows a variance down of 82.11% (\$10,650,600) - no Transfers from Reserves are have occurred Year to Date against Budgeted \$8,305,000 (Royalties for Regions & Infrastructure) To occur Nov-Dec. This has been offset by 09/10 Unspent Restricted Cash brought in. Proceeds from disposal of assets are down by \$933,238 Year to Date against Budget (the Harding Way Units settled in August has been the only Sale recorded to date).

Capital

Expenditure

Capital expenditure shows a variance of down 35.22% (\$6,795,572). This is mainly due to expense being down in the following areas:

- 1) \$985,062 Infrastructure Airport Projects - underspent on Car park Year to Date as Expenditure out of sync with Budgeted Months, Reforecast in Budget Review.
- 2) \$1,000,925 down on Land purchases as forecast – Council Resolved not to approve BayntonWest lots
- 3) \$1,986,456 down on Baynton West & Bulgarra Family Centre Buildings – Forecast to occur from Nov.
- 4) \$934,940 down on Various Plant & Equip/vehicle Purchases planned for October – Orders starting to be placed, Tech Services, Daycare Centres, Executive & Admin, Town planning, Health & Safety
- 5) \$1,169,984 on Playground Structures against Budgeted Expenditure Months to occur from Nov
- 6) \$694,176 Parks – Infrastructure – Cattrall Park Upgrade \$2.2m has commenced (architecture only year to date, yet budget spread evenly over the year)
- 7) \$1,162,000 Roads – Plant Purchases Various – Budgeted all plant to be purchased in Sep & Mar only \$85k ordered YTD
- 8) \$174,798 Landfill Operations– 7 Mile Liquid Waste Pond Redevelopment & Weighbridge (\$537k Oct) now ordered but budgeted evenly over the year – In Budget Review.
- 9) \$220,266 down on Waste Compactor moved to operating hire rather than capital in Budget Review
- 10) \$99,727 down YTD October on KAC Refurb, to be complete in Nov and finalise costs
- 11) \$186,246 on Public Toilets & Recreation Projects –underspent ytd on Portable toilet blocks & Bulgarra Precinct-Electrical Upgrade
- 12) \$182,180 down on Purchase Plant YTD – Vehicle & Plant Depot, order has been placed for \$182k
- 13) \$154,017 Beaches – Infrastructure – John’s Creek boat ramp car park extension
- 14) \$97,498 Community Safety – Infrastructure – Entry Statement Projects – In Design Stage
- 15) \$70,000 down on Purchase Plant for Parks & Gardens – (order has been placed for 42k Oct)
- 16) \$111,378 Footpaths – Infrastructure – Commencing November
- 17) \$124,463 Furniture & Equipment Purchases – Corporate Services, Computers
- 18) \$183,750 Community Safety – Infrastructure – CCTV & Security purchases
- 19) \$60,892 Plant & Equipment Purchases – KEC,KAC and Cossack behind budget
- 20) \$13,264 TTI - Furniture & Equipment
- 21) \$19,661 RAC - Purchase of Equipment order not placed until October
- 22) \$39,000 down on Karratha Youth Centre – Buildings – Project has commenced
- 23) \$1,584,149 up on Karratha Airport Baggage Handling System Project due to timing difference on expenditure. Total Budget of \$2.5M was spread evenly over the Year in Synergy. The baggage handling project capital has been committed in the first part of 10/11 Year and has been forecast in Budget Review.
- 24) \$265,182 up on Upgrade Effluent Systems (63% of Total Year Budget has been spent)
- 25) \$211,495 Town Beautification projects – Pt Samson Entry Statement ahead of budget ytd
- 26) \$376,539 up on Transfer to Reserves for 09/10 Interest Reversal brought to account to Oct
- 27) \$10,694 up on Teesdale Housing Improvements.



Rates

Variance shown is immaterial variance YTD after Annual Rates Notices & Budget Review Amendment.

**Shire Of Roebourne**  
**Statement Of Financial Activity**  
**for the period ending 31 October 2010**

**Note 1. Net Current Assets**

	Note	Year To Date Actual \$	Brought Forward 1 August \$
<b>Current Assets</b>			
Cash and Cash Equivalents - Unrestricted		5,593,000	256,567
Net Trust Liabilities in Muni		(51,399)	(0)
Trust - ATM Floats		6,259	-
Trust - Medical Services Incentive Services		13,389	-
Cash and Cash Equivalents - Restricted - LSL & R4R		344,007	344,007
Cash and Cash Equivalents - Restricted - Reserves	2	64,070,535	57,163,625
Cash - Restricted Unspent Grants/Contributions	1	1,283,642	
Cash - Restricted Unspent Loans	1	942,220	
Trade and Other Receivables	3	10,329,332	5,261,716
Land held for Resale - Development Costs		217,625	
Inventories		177,160	692,546
<b>Total Current Assets</b>		<b>82,925,770</b>	<b>63,718,460</b>
<b>Current Liabilities</b>			
Trade and Other Payables		801,598	6,210,829
Bank Overdraft		0	0
Current Portion of Long Term Borrowings		1,053,539	-
Current Portion of Provisions		2,125,167	-
<b>Total Current Liabilities</b>		<b>3,980,305</b>	<b>6,210,829</b>

<b>Net Current Assets</b>	<u>78,945,465</u>	<u>57,507,631</u>
<b>Plus (Minus) Items To Be Excluded</b>		
Take Out Reserve Funds	(64,070,535)	(57,163,625)
Take Out Fully Restricted Cash (Grants/Contributions)	(1,322,124)	
Take Out Fully Restricted Cash (Loans)	(942,220)	
Take Out Restricted Cash (LSL)	(344,007)	(344,007)
Add Back Non Cash Provisions	2,125,167	
Add Back Current Borrowings	<u>1,053,539</u>	
<b>Net Current Asset Position</b>	<u><u>15,445,285</u></u>	<u><u>(0)</u></u>

Note Explanation:

1) Includes amounts received for:		
- unspent loan monies	942,220	
- PDC Hydrology Grant	40,000	
- Waterways Grant-St Luke's Oval	45,455	
- Roebourne Enhancement Scheme	331,950	
- Roebourne Community Recreation Assoc inc	<u>23,024</u>	
	<u><u>1,382,649</u></u>	

**Shire Of Roebourne**  
**Statement Of Financial Activity (con't)**  
**for the period ending 31 October 2010**

2) Reserves, Long Service Leave and Royalties for Regions (R4R – Karratha Leisure Centre) are Cash Backed

3) Includes amounts invoiced for:

- Alliance Airlines Pty Ltd	114,255
- BHP Billiton Iron Ore Pty Ltd	28,304
- Carr Civil Contracting	117,588
- Cobham Aviation Services	336,216
- Fortescue Metals Group Ltd	22,000
- Goodline (Ribshire) Pty Ltd	15,531
- ISS Facility Services Resources	24,433
- Instant Waste Management	50,704
- Lyons & Peirce	115,582
- McMahon Services - Metal Com	56,812
- Ocean to Outback Contracting	14,387
- Pilbara Iron Services	265,022
- Pilbara Regional Council	38,500
- Skywest Airlines Pty Ltd	211,720
- Transpacific Cleanaway	421,719
- Transpacific Industrial Solutions	44,994
- Virgin Blue Airlines Pty Ltd	199,191
- Woodside Burrup Pty Ltd	11,121
- Woodside Energy Ltd	110,801
- Ziggy Contracting	36,239
Total Trade and Other Receivables (incl above)	6,314,166
Total Rates Debtors Outstanding	4,015,166

**Shire Of Roebourne**  
**Balance Sheet**  
**for the period ending 31 October 2010**

<b>Note 2: Balance Sheet</b>	<b>2010/11</b>
	<b>\$</b>
<b>Current Assets</b>	
Cash On Hand	89,690
Cash and Cash Equivalents - Unrestricted	7,729,172
Cash and Cash Equivalents - Restricted (Trust)	1,155,358
Cash and Cash Equivalents - Restricted	64,414,542
Trade and Other Receivables	10,423,743
Inventories	394,785
<b>Total Current Assets</b>	<u>84,207,291</u>
<b>Non Current Assets</b>	
Trade and Other Receivables	91,731
Infrastructure	68,398,335
Property, Plant And Equipment	77,769,647
<b>Total Non Current Assets</b>	<u>146,259,713</u>
<b>Total Assets</b>	<u>230,467,004</u>
<b>Current Liabilities</b>	
Bank Overdrafts	0
Trade and Other Payables	801,598
Trust Liabilities	1,187,109
Short Term Borrowings	1,053,539
Short Term Provisions	2,125,167
<b>Total Current Liabilities</b>	<u>5,167,414</u>
<b>Non Current Liabilities</b>	
Long Term Borrowings	16,367,024
Long Term Provisions	167,490
<b>Total Non Current Liabilities</b>	<u>16,534,514</u>
<b>Total Liabilities</b>	<u>21,701,927</u>
<b>Net Assets</b>	<u><u>208,765,076</u></u>
<b>Equity</b>	
Accumulated Surplus	133,013,040
Asset Revaluation Reserve	11,681,010
Reserves	64,071,027
<b>Total Equity</b>	<u><u>208,765,076</u></u>

**Shire Of Roebourne**  
**Statement Of Financial Activity**  
**for the period ending 31 October 2010**

**Note 3: Cash and Cash Equivalents**

	\$
<b>Municipal Fund Bank</b>	
Cash On Hand	89,690
Westpac on call	1,424,157
Term deposits – Westpac / WATC	7,460,373
	<u>8,974,220</u>
<b>Reserves Fund Bank</b>	
Westpac on call & Term Deposits	64,070,535
Westpac -Maxi Reserve	344,007
	<u>64,414,542</u>
<b>Total Cash</b>	<u><u>73,388,762</u></u>

## Shire Of Roebourne

### Statement Of Financial Activity

#### by Divisions by Activities

#### for the period ending 31 October 2010

#### Note 4

	2010/2011 Budget	2010/2011 Amended	2010/2011 Year To Date Amended Budget	2010/2011 Actual To Date
	\$	\$	\$	\$

Note: Material Variance is Year to Date Amended Budget to Year to Date Actual ( => 10% or => \$10,000)

#### CORPORATE SERVICES

Net (Cost) Revenue to Council for Rates	18,303,399	19,098,006	18,141,058	18,388,655
Net (Cost) Revenue to Council for General Revenue	1,981,744	2,076,918	797,664	698,349
Net (Cost) Revenue to Council for Corporate Services	1,290,826	1,092,330	199,021	(54,256)
Net (Cost) Revenue to Council for Project Management	(111,850)	(44,297)	(115,890)	(162)
Net (Cost) Revenue to Council for Information Services	(536,389)	(612,814)	(244,133)	(114,708)
Net (Cost) Revenue to Council for Television & Radio Services	(19,690)	(19,690)	(7,355)	(1,556)
Net (Cost) Revenue to Council for Members of Council	(458,706)	(488,025)	(253,170)	(229,817)
Net (Cost) Revenue to Council for Emergency Services	31,666	31,666	6,900	21,607
Net (Cost) Revenue to Council for Cossack Infrastructure Project	(1)	(1)	(66,494)	(55,085)
Net (Cost) Revenue to Council for Executive Admin	(1,852,577)	(1,769,893)	(668,107)	(214,868)

#### COMMUNITY SERVICES

Net (Cost) Revenue to Council for Cossack Art Awards	(54,493)	(79,713)	(1,055)	(21,892)
Net (Cost) Revenue to Council for Tourism/Visitors Centres	(499,139)	(499,139)	(179,712)	(79,856)
Net (Cost) Revenue to Council for Aged Persons Housing	(62,168)	(62,168)	(20,094)	1,189
Net (Cost) Revenue to Council for Youth Development	(169,250)	(169,250)	(55,040)	(13,782)
Net (Cost) Revenue to Council for Other Culture	(163,919)	(150,319)	(41,189)	(40,310)
Net (Cost) Revenue to Council for Community Development	(848,311)	(798,185)	(296,103)	(305,609)
Net (Cost) Revenue to Council for Walkington Theatre	(354,777)	(354,777)	(143,592)	(112,524)
Net (Cost) Revenue to Council for Community Sponsorship	(650,211)	(666,771)	(351,207)	36,938
Net (Cost) Revenue to Council for Community Safety	(419,905)	(392,810)	374,731	(42,015)
Net (Cost) Revenue to Council for Daycare Centres	(80,781)	(80,781)	(131,500)	(31,109)
Net (Cost) Revenue to Council for Child Health Clinics	(201,032)	(201,032)	(55,685)	(23,166)
Net (Cost) Revenue to Council for Karratha Entertainment Centre	(1,457,533)	(1,421,643)	(606,650)	(352,695)
Net (Cost) Revenue to Council for Karratha Aquatic Centre	(859,140)	(876,256)	(1,181,188)	(937,187)
Net (Cost) Revenue to Council for Roebourne Aquatic Centre	(186,505)	(182,475)	(256,592)	(110,734)
Net (Cost) Revenue to Council for Libraries	(1,219,486)	(1,231,486)	(421,207)	(350,599)
Net (Cost) Revenue to Council for Cossack Operations	(494,211)	(494,211)	(128,581)	(151,204)
Net (Cost) Revenue to Council for Ovals & Hardcourts	376,147	(24,210)	1,726,107	(401,283)
Net (Cost) Revenue to Council for Karratha Bowling & Golf	(352,745)	(352,745)	(125,266)	(133,531)
Net (Cost) Revenue to Council for Pavilions & Halls	(721,670)	(851,834)	(1,279,034)	2,907,364
Net (Cost) Revenue to Council for Recreation Projects	(2,417,762)	(1,852,422)	(743,696)	(311,387)
Net (Cost) Revenue to Council for Playgrounds	(254,434)	(254,434)	(1,231,980)	(166,516)
Net (Cost) Revenue to Council for Medical Services	(105,930)	(105,930)	(35,385)	(19,400)
Net (Cost) Revenue to Council for Other Buildings	(288,353)	(288,353)	(103,560)	36,187
Net (Cost) Revenue to Council for Karratha Youth Centre	0	0	930,000	(68,890)
Net (Cost) Revenue to Council for Leisure & Learning Precinct	259,975	259,975	2,970,993	(44,022)
Net (Cost) Revenue to Council for Economic Development	(228,838)	(228,838)	(85,754)	(3,506)

Net (Cost) Revenue to Council for Ranger Services	(1,399,565)	(1,445,627)	(538,909)	(448,570)
Net (Cost) Revenue to Council for Camping Grounds	30,090	30,090	38,000	188,705

## Shire Of Roebourne

### Statement Of Financial Activity (con't)

#### by Divisions by Activities

for the period ending 31 October 2010

	2010/2011 Budget	2010/2011 Amended	2010/2011 Year To Date Amended Budget	2010/2011 Actual To Date
	\$	\$	\$	\$
<b>DEVELOPMENT SERVICES</b>				
Net (Cost) Revenue to Council for Building Control	399,417	330,640	132,838	15,053
Net (Cost) Revenue to Council for Health Services	(565,612)	(602,258)	(204,606)	(182,559)
Net (Cost) Revenue to Council for Town Planning	(1,297,372)	(1,653,540)	(455,500)	(241,925)
<b>TECHNICAL SERVICES</b>				
Net (Cost) Revenue to Council for Staff Housing	(3,046,529)	(3,414,404)	(912,492)	(966,864)
Net (Cost) Revenue to Council for Waste Collection	(1,208,429)	(1,208,430)	682,358	1,151,873
Net (Cost) Revenue to Council for Landfill Operations	2,954,795	2,954,232	932,887	1,039,283
Net (Cost) Revenue to Council for Public Services Overheads	0	0	(13,806)	232,544
Net (Cost) Revenue to Council for Waste Overheads	0	0	(19,870)	408,200
Net (Cost) Revenue to Council for Depots	(287,186)	(292,226)	(105,823)	(157,965)
Net (Cost) Revenue to Council for Vehicles & Plant	2,872,365	2,795,644	(130,746)	(33,637)
Net (Cost) Revenue to Council for Roads & Streets	(3,707,301)	(3,542,534)	(1,888,202)	(653,077)
Net (Cost) Revenue to Council for Parks & Gardens	(2,325,140)	(2,333,901)	(105,096)	(288,883)
Net (Cost) Revenue to Council for Drainage	(285,843)	(285,843)	(88,616)	(56,848)
Net (Cost) Revenue to Council for Footpaths & Bike Paths	(417,805)	(417,805)	(251,384)	(45,778)
Net (Cost) Revenue to Council for Effluent Re-Use Scheme	(543,975)	(543,975)	(350,658)	(543,567)
Net (Cost) Revenue to Council for Cemeteries	(55,176)	(55,176)	(18,903)	(14,700)
Net (Cost) Revenue to Council for Public Toilets	(436,010)	(443,010)	(190,032)	(139,137)
Net (Cost) Revenue to Council for Beaches, Boat Ramps, Jetties	(91,007)	(91,007)	(197,012)	(20,166)
Net (Cost) Revenue to Council for Roebourne Enhancement Scheme	0	0	0	0
Net (Cost) Revenue to Council for Town Beautification	(1,482,125)	(1,482,125)	(595,062)	(752,944)
Net (Cost) Revenue to Council for Private Works & Reinstatements	1,589	1,589	528	3,878
Net (Cost) Revenue to Council for Works Overheads	0	0	(158,491)	494,450
Net (Cost) Revenue to Council for Parks & Gardens Overheads	0	0	(13,048)	319,561
Net (Cost) Revenue to Council for Karratha Airport	3,734,595	3,750,757	1,370,951	(202,743)
Net (Cost) Revenue to Council for Tien Tsin Inne	375,284	375,284	97,331	183,220
Net (Cost) Revenue to Council for Other Airports	(17,011)	(17,011)	(7,704)	(1,100)
Net (Cost) Revenue to Council for Tech Services	248,784	199,345	(64,241)	(1,048,953)
Net (Cost) Revenue to Council for Tech Services Overheads	(624,784)	(624,784)	(214,748)	(197,820)





## **11 COMMUNITY AND CORPORATE SERVICES**

### **11.1 COSSACK TOWNSITE: PROPOSED CLOSURE OF ACCOMMODATION AND PUBLIC BUILDINGS DURING JANUARY AND FEBRUARY**

<b>File No:</b>	<b>RC.66</b>
<b>Attachment(s)</b>	<b>Nil</b>
<b>Responsible Officer:</b>	<b>Director Community and Corporate Services</b>
<b>Author Name:</b>	<b>Acting Manager Community Facilities</b>
<b>Disclosure of Interest:</b>	<b>Nil</b>

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#### **REPORT PURPOSE**

To consider the option of closing the accommodation service and public buildings at the town site of Cossack during the off-peak tourist season (January and February).

#### **Background**

The Shire of Roebourne employs a Caretaker and Assistant Caretaker at Cossack on a full time basis. The positions are responsible for managing Cossack to a high standard of presentation of buildings, surrounds, services and facilities located at Cossack and Jarman Island. The employment conditions require the caretakers to reside on the premises to care take and provide for general security.

The current incumbents Sue and Russ Heaton initially started in the positions on 17 March 2010 for a 16 week contract, which was completed on 7 July. At this time both positions were changed to permanent employees and a new ongoing contract agreed upon.

Historically, there has been a long standing agreement between the Shire and Caretakers that the number of hours worked each week was indeed flexible and understood that the extra hours worked in the busier peak tourist season would be off-set by the reduced number of hours worked in the non peak season.

As the popularity of Cossack continues to grow as a destination for day trippers and special events (Cossack Art Awards etc), the total number of hours worked by the caretakers is well in excess of what is currently being resourced.

As such, solutions have been sought to reduce the workload on the Caretakers so that the Cossack townsite is administered within the financial parameters as set by Councils budget.

The Shire engages relief caretakers to be available for the six week annual leave period of the permanent caretakers.

The accommodation and kiosk functions of the townsite have produced an income of \$85k, \$83k and \$84k over the past three financial years. On average only 1.7%, 3.1% and 2.2% have come in the months of January, February and March respectively.

## **Issues**

### Staff Entitlements

As Shire of Roebourne employees, staff are entitled to a total of six weeks annual leave. In addition they are entitled to one day per month as a rostered day off, provided the additional time has been worked in that period. These entitlements must be able to be clearly identified to ensure that as an employer, the Shire of Roebourne is meeting all of its legislative human resource requirements.

### Service level to public.

Council may consider the option of closing the accommodation and buildings to the public for a period over the off-season to reduce the workload of the Caretakers and the ability for them to take annual leave. The January / February period is, in comparison, a very quiet time of the year with less than 5% of the annual operating income produced in this period. The climate at this time of year as well as only one accommodation room being air conditioned, are significant factors for the decreased usage of the accommodation facilities.

The closure of the accommodation and buildings for a two month period would allow the current caretakers to take 4 weeks of their annual leave (the additional two weeks leave is taken at the end of October) and to work on a 'limited' caretaking role for the other 4 weeks in which the facilities are closed. This time would be used to maintain the minimum requirements of security and maintenance duties and the reduced hours worked would assist to off-set greater hours worked later in the year, during peak season. The remainder of the townsites facilities; beaches, lookouts etc would remain accessible to tourists and residents.

### Existing bookings

There are currently no existing accommodation bookings until early March 2011.

### Impact of Closure

Whilst the closure of the facilities will have minimal impact in regards to the provision of accommodation (based on previous years financial figures), the townsite destination is used over this period by a number of fishing enthusiasts and the general public.

During the proposed period of closure (January and February) caretakers will still have a "presence" within the town site for security and minor maintenance matters.

Both Caretakers at the Cossack Townsite have been involved in discussions regarding this proposal and agree with the proposed closure of accommodation and public buildings.

An informative media campaign would be required to relay the details of the closure to the public. Appropriate signage would also need to be established at the turn off to the townsite for the period of the closure.

## **Options**

Council has the following options available:

Approve the closure of the accommodation facilities and public buildings at the Cossack Townsite for a two month period during the off-season (January and February).

Or

Council may wish to consider its level of resources committed to the management and Caretaking of the facility and provide future direction.

**Policy Implications**

There are no relevant policy implications pertaining to this matter.

**Legislative Implications**

There are no relevant legislative implications pertaining to this matter.

**Financial Implications**

The closure of the facilities for the January / February period would result in a loss of income from the accommodation services. As previously stated, the average income over the last 3 years for this period is less than 5% (\$4,200) of total income. This anticipated loss of income is offset by the saving in staff resources by only employing one relief caretaker (\$5485) instead of the two required to maintain the operation of the accommodation and public buildings.

More significantly, failure to address the total number of hours worked by caretakers may result in considerable expenditure via the payment of overtime rates. This may be in the vicinity of approximately 10 hours per week per employee (\$500 per week), during the peak period. Should Council decide not to close the facility during the non peak period, additional resources in the vicinity of \$26,000 (based upon peak season being 6 months in duration) would be required.

In addition, failure to address this issue has led to employee dissatisfaction in the past (and may continue to do so into the future), resulting in a high level of staff turnover. This in turn exposes Council to the cost of recruiting and re-training of new employees.

**Conclusion**

The Cossack Townsite is a popular, yet very seasonal attraction in the Shire of Roebourne. Climatic conditions dictate that the early summer months of the year are a relatively quiet time at the facility.

Caretakers are employed and responsible for managing Cossack to a high standard of presentation of buildings, surrounds, services and facilities located at Cossack and Jarman Island, including Cossack Cafe. It is a requirement to reside on the premises to care take and provide for general security.

The closure of a part of the facility would mean that the Caretakers may take leave and also work reduced hours during the non-peak period. These hours would be off-set by the increased hours worked later in the year.

The current amount of hours worked by caretakers is in excess of the financial resources allocated by Council and officers have provided Council with a cost effective alternative to minimise the financial impost to Council. However there will be a reduction of customer service levels afforded to the community during the proposed closure period, although officers believe that this will not be significant.

**Voting Requirements**

Simple.

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**RECOMMENDATION**

**That Council close the accommodation facilities and public buildings at the Cossack Townsite for a two month period of January / February 2011 and repeat this closure on an annual basis.**

## **11.2 DONATIONS, SPONSORSHIPS & COMMUNITY FUNDING DRAFT AND AMENDED POLICIES**

<b>File No:</b>	<b>CS.22</b>
<b>Attachment(s)</b>	<b>Amended Policy CS6</b> <b>Draft Policy CS20</b>
<b>Responsible Officer:</b>	<b>Director Community &amp; Corporate Services</b>
<b>Author Name:</b>	<b>Senior Community Development Officer</b>
<b>Disclosure of Interest:</b>	<b>Nil</b>

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### **REPORT PURPOSE**

For Council to consider:

- 1) Amendments to the Donations, Sponsorships Policy CS6 and
- 2) Adoption of the new Community Grant Scheme, Policy CS20 which provides guidance for the distribution of funding to community groups.

### **Background**

Council during the 2010/11 budget discussions resolved to allocate \$50,000 to community groups/organisations to be utilised as establishment costs. In accordance with Council's decision, Policy CS20 has now been drafted together with amendments to Policy CS6 to guide the administration and the community groups in the requirements of accessing funding.

### **Issues**

The draft policies focus on encouraging not for profit community, sporting, cultural service groups and associations to apply for funding that foster high quality programmes, community events, facilities and services that provide a return benefit to the Shire of Roebourne Community.

Historically the funding policy encompassed donations, sponsorships and the quarterly community, cultural & sports funding schemes. With the low number of applications being received during the quarterly rounds, Community Development Officers gathered feedback from various community and sporting groups. Issues raised in the feedback were that funds are not paid out until after the event has taken place and that the guidelines were unclear. Policy CS6 has now been streamlined into two separate policies to simplify the process of applying for the quarterly funding scheme.

To assist the community with timely support, all applications submitted under the Community Grant Scheme are proposed to be assessed against pre-determined criteria by Shire staff and referred to the Chief Executive Officer via the Community Services Portfolio Group for approval.

A summary of the key changes / additions to the policies include:

#### **CS.6 Donations, Sponsorships Policy**

- 1) Community Cultural and Sports Grant Scheme have been removed from this policy to create Policy CS20
- 2)

### **CS 20 Community Grant Scheme**

- 1) Contains Community Cultural and Sports Grant Scheme previously held under policy CS 6.
- 2) Contains Community Group Assistance Scheme which aims to assist with the establishment costs for new community groups/organisations
- 3) Allocation of Funds: Applicants eligible to claim funds upon receipt of letter of approval and submission of a valid tax invoice to the Shire of Roebourne.
- 4) Delegated Authority: To assist the community with timely support, all applications submitted under the Community Grants Scheme shall be assessed against pre-determined criteria by Shire staff and referred to the Chief Executive Officer via the Community and Corporate Services Portfolio Group for approval.
- 5) Use of Funds: The funding of uniforms and non-durable equipment has been addressed in the guidelines for the Community Grant Schemes. A maximum of 50% of the value of the application for uniforms/non-durable equipment capped at \$500 will be considered.

### **Options**

Council has the following options available:

1. Adopt the amended Donations and Community Sponsorship Policy CS6
2. Not approve the amendments to Donations and Community Sponsorship Policy CS6
3. Council make amendments to the proposed Donations and Community Sponsorship Policy CS6
4. Adopt the Community Grant Scheme Policy CS20
5. Not approve the amendments to Community Grant Scheme Policy CS20
6. Council make amendments to the proposed Community Grant Scheme Policy CS20

### **Policy Implications**

1. Policy number CS.6 titled Donations, Sponsorships & Community funding is relevant to this matter.
2. Draft Policy number CS20 to be adopted.

### **Legislative Implications**

There are no relevant legislative implications pertaining to this matter.

### **Financial Implications**

The expenditure is in accordance with the budget.

### **Conclusion**

The adoption of the policies will guide the administration in the facilitation of the funding to community, sporting, cultural, service groups and associations to foster high quality programmes, community events, facilities and services that provide a return benefit to the Shire of Roebourne community.

### **Voting Requirements**

Absolute.

---

**RECOMMENDATION**

**That Council adopt:**

- 1. Amended Policy CS.6 - Donations and Community Sponsorship Policy as attached.**
- 2. Policy CS.20 - Community Grant Scheme as attached.**

## ATTACHMENT 1 – DRAFT POLICY CS6 AND CS20



### OBJECTIVE

To offer not for profit community, sporting, cultural, service groups, associations and individuals that are based within the Shire of Roebourne, financial assistance to foster high quality programmes, community events, facilities and services that provide a return benefit to the Roebourne Shire Community.

### POLICY PROVISIONS

#### Policy Guidelines

In recognition of the important role that community groups and organisations play in developing vibrant communities, Council is committed to the provision of support and assistance through the Donations and Sponsorship Program.

The program offers assistance in the following areas:

- One Off Donations
- Annual Community Sponsorship
- Education
- Walkington Award

#### General Conditions/Criteria

The Shire will endeavour to provide support to projects, activities, events that are consistent with the values and strategies contained within the Shire's Strategic Plan.

#### Eligibility

To be Eligible:

- Organisations must be non-profit and shall include, but are not limited to, sporting clubs (that are incorporated under the Associations incorporation Act), religious groups and demonstrated not-for-profit community groups or individuals that have a focus on community needs with a social benefit. In some instances, organisations may apply for funding on behalf of an unincorporated group that is based or operates within the Shire of Roebourne,
- The proposal supports the values and strategic direction of the Shire of Roebourne,
- The proposal meets the specific funding program guidelines and criteria,
- The applicant organisation can demonstrate:
  - The capacity to manage and be accountable for funds and the project
  - That its membership is primarily Shire residents
  - That its aims and objectives are targeted principally at the Shire of Roebourne community.
  - The capacity to manage the event or project.
  - Priority (other applications)
  - Ability to generate income
  - Available funding (budget)
- Assistance will not be issued to applicants where monies were not expended for the purpose in which the original application detailed.

### **Reporting**

Organisations successful in their application for funds are to:

Acquit the funds during the financial year in which their successful application was made. The acquittal is to include the appropriate financial statements as determined by Council, and to demonstrate that the funds have been spend on the purpose for which they were allocated.

Provide a written report to Council on the outcome of their project including relevant statistics and evaluation of the activity against objectives and key performance indicators. Specific report requirements will be noted in Community Donations and Sponsorship Guidelines.

### **Other:**

Council will not fund deficit funding and will not fund retrospectively.

Decisions regarding funding applications are final and will not be reconsidered. Applicants may choose to resubmit their applications during future funding rounds, including the same financial year.

### **One Off Donations**

*Aim:* One off donations maybe provided for any purpose where an organisation could not otherwise have applied to the Shire of Roebourne for financial assistance in accordance with this policy procedure.

*Funding Rounds:* Applications can be submitted at any time and can take up to six weeks to be processed and presented to Council for consideration.

*Budget:* Council shall make an annual budgetary provision for the purpose of one off donations.

*Delegated Authority:* All requests for donations shall be administered by Community Services, in consultation with Council's Community Sponsorships Committee consisting of Community Services staff and Community Services Portfolio Councillors. Community Services has delegated authority to pay out the donations as resolved by Council

### **Annual Community Sponsorship**

*Aim:* To offer group's financial assistance to encourage high standards of community service and programme delivery in the areas such as health, welfare, training and general interest groups etc that promotes a positive public image of the Shire of Roebourne. Assistance maybe used to cover costs such as operating costs, administration costs, annual events, building maintenance and service delivery.

*Funding Rounds:* Annual Community Sponsorship have an annual round of funding. Applications shall be advertised and considered in April of each year. Applicants will be notified of the outcome after the budget is adopted each financial year.

*Budget:* Applications shall be assessed and listed in order of priority and placed in Councils annual draft budget process for consideration.

*Delegated Authority:* All requests for donations shall be administered by Community Services, in consultation with Councils Community Funding Committee consisting of Community Services staff and Community Services Portfolio Councillors. Community Services have delegated authority to pay out the annual community sponsorship grants, as resolved by Council.

### **Education**

*Aim:* To assist local educational institutions with end of year presentations.

*Funding Rounds:* That Council make an annual donation to all local primary & secondary schools, and TAFE colleges within the Shire of Roebourne at the end of each school year.

*Budget:* Council shall make an annual budgetary provision for the purpose of providing a one off donation to all primary & secondary schools within the Roebourne Shire to assist with end of year presentations.

*Delegated Authority:* That Community Services has delegated authority to administer the annual donation to each local educational institution for the purpose of assisting with the end of year presentations.

### **Walkington Award**

- Aim:** The Walkington Award is to encourage students, between the ages of 16 – 25, who reside or whose parents reside in the Shire of Roebourne, to continue either full or part time studies at a recognised educational institution.  
The Award will be made to the student whom the Award Committee consider has achieved academic excellence over the previous twelve months and has also demonstrated achievement in other area's such as community involvement.
- Funding Rounds:** Applications shall be advertised and considered on receipt by the last Friday of October each year.
- Budget:** Council shall make an annual budgetary provision for the purpose of the Walkington Award.  
Council will invite financial contributions for the Walkington Awards from the educational institutions who comprise the judging committee.
- Delegated Authority:** That Community Services has delegated authority to administer the Walkington Award, in consultation with the Walkington Award Committee comprising;
- Community Development Coordinator
  - Shire President
  - Director, Pilbara TAFE (Karratha Campus)
  - Principal, Karratha Senior High School
  - Principal, St Luke's College.

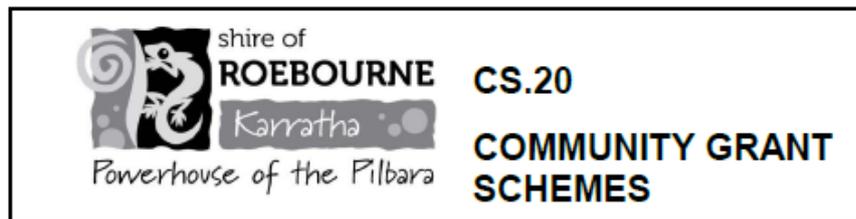
### **Return Benefits to the Shire of Roebourne**

- The receiving group/individual agree to acknowledge the Shire of Roebourne's assistance through the following mediums, dependant but not limited to;
  - Public address announcements;
  - Shire banner displayed at the event;
  - Shire logo displayed on posters, pamphlets, sign boards etc;
  - Shire logo displayed as appropriate on other promotional materials such as t-shirts & stubby holders;
  - Undertake joint media promotion with the Shire of Roebourne.

### **RELATED DOCUMENTS**

Delegations Register  
CE1 – Financial Requests for Unbudgeted Items

Previous Policy No:	CS10
Resolution Numbers:	1025 – Apr 1986, 3523 – Apr 1986, 1944 – Jul 1992, 5595 – Nov 1993, 8718 – Jul 1995, 10510 – Jul 1997, 10553 – Aug 1997. 10755 – Nov 1997, 12603 – Mar 2002, 12738 – Sep 2002, 13497 – Oct 2004, 14223 – Oct 2007
Last Reviewed:	October 2007
Next Review:	October 2008
Responsible Officer:	Manager Community Services



#### **OBJECTIVES**

To offer not for profit community, sporting, cultural, service groups and associations that are based within the Shire of Roebourne, financial assistance to foster high quality programmes, community events, facilities and services that provide a return benefit to the Roebourne Shire Community

#### **POLICY PROVISIONS**

##### **Policy Guidelines:**

In recognition of the important role that community groups and organisations play in developing vibrant communities, Council is committed to the provision of support and assistance through the Community Grant Scheme each financial year.

Council will allocate an annual percentage of general purpose funds to be available for the Community Grant Scheme and for this to be included as part of the Shire of Roebourne annual budget process.

The program is divided into 3 areas:

- Community and Cultural Grants
- Sports Funding Grants
- Community Group Assistance Scheme

There will be four (4) rounds of funding each financial year. Applications for the Community Grants Scheme must be submitted prior to the following dates to ensure the application is evaluated in the appropriate funding round.

##### **General Conditions/Criteria**

The Shire of Roebourne will endeavour to provide support to projects, activities, events that are consistent with the values and strategies contained within the Shire's Strategic Plan.

##### **Eligibility**

To be Eligible:

- Organisations must be non-profit and shall include, but are not limited to, sporting clubs (that are incorporated under the Associations incorporation Act), religious groups and demonstrated not-for-profit community groups or individuals that have a focus on community needs with a social benefit. In some instances, organisations may apply for funding on behalf of an unincorporated group that is based or operates within the Shire of Roebourne,
- The proposal supports the values and strategic direction of the Shire of Roebourne,

- The proposal meets the specific funding program guidelines and criteria,
- The applicant organisation can demonstrate:
  - The capacity to manage and be accountable for funds and the project
  - That its membership is primarily Shire residents
  - That its aims and objectives are targeted principally at the Shire of Roebourne community.
  - The capacity to manage the event or project.

#### **Allocation of Funds**

All successful applications will be eligible to claim allocated funds upon receipt of letter of approval and submission of a valid tax invoice to the Shire of Roebourne

#### **Unspent Funds**

Funds which are unspent at the conclusion of the project or activity will be returned to Council within 60 days of the completion of the project, activity or event,

Funds that remain unaccounted for or remain unspent in the custody of the organisation shall be treated as for any Council debt.

Grant allocations that are not accessed within six months from notification of the success will be forfeited.

#### **Advertising**

Each round of the Community Grant scheme will be advertised to coincide with the opening of each funding round and subsequent invitation for applications.

Application packs will be available from the Shire's website or by contacting the Shire's Community Development staff.

#### **Other:**

Council will not fund deficit funding and will not fund retrospectively.

Decisions regarding funding applications are final and will not be reconsidered. Applicants may choose to resubmit their applications during future funding rounds, including the same financial year.

#### **Sports Funding Scheme**

- Aim:* Applications for Sports Funding Grants may be made by any individual, sporting club or association or any other recreation / leisure body for the purpose of advancing skill or assisting in the public participation of their sporting activity.
- Funding Rounds:* Applications for funding should be submitted to the Shire of Roebourne to ensure the application is evaluated in the appropriate funding rounds in - February, May, July & October of each year.
- Budget:* Council shall make an annual budgetary provision for the purpose of the Sports Funding Scheme.

### **Community & Cultural Grant Scheme**

- Aim:* Applications for Community & Cultural Grants can be made by any individual, club, committee or Association or any other leisure body who performs community based activities within the Shire of Roebourne.
- Funding Rounds:* Applications for funding should be submitted to the Shire of Roebourne to ensure the application is evaluated in the appropriate funding rounds in February, May, July & October.
- Budget:* Council shall make an annual budgetary provision for the purpose of the Community Cultural Grant Scheme.

### **Community Group Assistance Scheme**

- Aim:* Applications for Community Group Assistance Scheme may be made by individual, sporting club or association or any other recreation / leisure body for the purpose of establishment costs.
- Funding Rounds:* Applications for funding should be submitted to the Shire of Roebourne to ensure the application is evaluated in the appropriate funding rounds in February, May, July & October.
- Budget:* Council shall make an annual budgetary provision for the purpose of the Community Cultural Grant Scheme.

### **Return Benefits to the Shire of Roebourne**

The receiving group / individual agree to acknowledge the Shire of Roebourne's assistance through the following mediums, dependant but not limited to;

- Public address announcements;
- Shire banner displayed at the event;
- Shire logo displayed on posters, pamphlets, sign boards etc;
- Shire logo displayed as appropriate on other promotional materials
- Undertake joint media promotion with the Shire of Roebourne.

### **Delegated Authority**

To assist the community with timely support, all applications submitted under the Community Grants Scheme shall be assessed against pre-determined criteria by Shire staff and referred to the Chief Executive Officer or nominate delegate to the Community Services Portfolio Group for approval and subsequent payment in accordance with the budget allocations.

**RELATED DOCUMENTS**

Delegations Register

CE1 – Financial Requests for Unbudgeted Items

Previous Policy No:	Insert here
Resolution Numbers:	Insert here
Last Reviewed:	Insert here
Next Review:	Insert here
Responsible Officer:	Insert here

### **11.3 YAANDINA FAMILY CENTRE: ADOPTION OF LEASE AND FUNDING AGREEMENTS**

<b>File No:</b>	<b>LE.231</b>
<b>Attachment(s)</b>	<b>1. Site Location for Proposed Youth Centre</b> <b>2. Karratha Contracting Power Audit Report</b> <b>3. Funding Agreement for Roebourne Youth Centre</b> <b>4. Draft Lease Agreement (Standard)</b>
<b>Responsible Officer:</b>	<b>Director Community and Corporate Services</b>
<b>Author Name:</b>	<b>Acting Manager Community Facilities</b>
<b>Disclosure of Interest:</b>	<b>Nil</b>

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#### **REPORT PURPOSE**

For Council's consideration of the lease of land and funding agreement to Yaandina Family Centre Inc to enable the development of a Youth centre in Roebourne.

#### **Background**

The Roebourne Youth Precinct Master Plan was endorsed by Council in May 2004. The Master Plan recommended a four stage development to improve youth facilities in Roebourne as part of the Roebourne Enhancement Scheme, the final stage being the development of a Youth Centre.

The recommended location of the Youth Centre in the Roebourne Youth Precinct Master Plan is portion of Lot 760 on plan 186636, Reserve 39095, Sholl Street Roebourne. This is Crown land vested to Council for Civic purposes and also contains the Roebourne Community Centre. The Yaandina Family Centre Inc would require a lease with Council for a portion of this reserve to construct a Youth Centre.

At its meeting of 16 February 2009, Council resolved to agree in principle to the lease of portion of Reserve 39095 to the Yaandina Family Centre Inc for the purpose of construction and management of a Youth Centre, subject to Yaandina Family Centre Inc submitting a full development application for the facility.

Application for planning approval P2284 was approved in October this year.

Recently, the Shire's lawyers Kott Gunning have prepared standard lease agreements for this type of arrangement with community groups. A number of discussions and correspondence have been exchanged with Yaandina regarding the proposed lease agreement with both Yaandina and officers being in agreement with the attached document.

Similarly a funding agreement has been negotiated with Yaandina who have had input into its terms and conditions. The agreement provides for the amount of \$1 million to be provided to Yaandina. These funds form a part of the those provided by the State of Western Australia to the Department of Regional Development and Land to the Shire, through it's Regions for Royalties scheme.

## Issues

Following a number of discussions and correspondence between the Shire and Yaandina the lease and funding agreement conditions have been mutually agreed upon. Key elements of the agreements highlighted in this report to Council include:

### Lease agreement term / fee

The term of the Lease is recommended at 21 years from the commencement date of 1 January 2011, for a nominated peppercorn return of \$1- (one dollar) per annum.

### Funding / Project Timeline

Yaandina will commence the project within six months of the date of the funding agreement. The manner in which the funding is to be paid will depend on the outcome of the construction Tender. Yaandina will inform the Shire of its requirements after this time. It is proposed that the funding will be paid in the second half of the 2010-11 financial year.

### Power Supply

The responsibility to provide the power supply to the lease site to meet the needs of the new youth facility was originally a contentious issue between the two parties. The Shire recently commissioned an audit report of existing power supplies to the site which services both the existing Roebourne Community Hall and the Outdoor sporting courts.

The report, received in November concludes;

*The total calculated load of both existing facilities(Roebourne hall and sports courts) is 350 Amps which equates to a 12.5% redundancy of the 400 Amp limiter. Theoretically this is enough for each of the existing facilities to operate simultaneously under full load and still allow minor items to be operated (should they decide to run stereos etc from the GPO circuits located within the building) without causing additional effect.*

*However, any significant upgrade or increase in number of high current draw items, e.g. car park lighting etc, may have a dramatic effect on the total load and significantly reduce the redundancy.*

*It is our recommendation that no additional significant loading be applied to the current infrastructure as additional loading may cause nuisance tripping which would cut power to both facilities.*

The construction of a new Youth Centre will require a significant power supply that exceeds the current capacity available from the adjacent Roebourne Community Hall. It was requested that the Shire contribute to the provision of power to the lease site, however negotiations between the two parties have resolved the matter to be in accordance with the original proposal from Yaandina as detailed below.

Both the Funding agreement and the Lease agreement provide for this and contain clauses relating to this issue. The funding agreement states;

*In the course of the design of the Roebourne Youth Centre, Yaandina will ensure through its Architect that sufficient electric power will be provided to meet the means of the use of the Roebourne Youth Centre by Yaandina and will not impact upon the facilities of the Shire.*

The Lease agreement states;

*The Tenant is to ensure that sufficient electric power will be provided to meet the needs of the use of the Premises by the Tenant and avoid any impact upon the facilities of the Landlord. It is the responsibility of the Tenant to carry out any necessary work and install any necessary equipment. The carrying out of the work and the installing of the equipment shall be Tenant's Works and the work and equipment once installed will be Tenant's Fixtures for the purposes of this Lease.*

The attached lease agreement is a standard agreement that the Shire utilizes for a number of community facilities and community groups. Officers will engage Kott-Gunning Lawyers to review the Standard Agreement and make amendments to suit the needs of the Shire and Yaandina.

### **Options**

Council has the following options available:

That Council agree to lease the portion of Lot 760 on plan 186636, Reserve 39095, Sholl Street Roebourne to the Yaandina Family Centre Inc for the purpose of construction and management of the Roebourne Youth Centre and adopt the attached funding agreement.

Or

That Council does not agree to lease the portion of Lot 760 on plan 186636, Reserve 39095, Sholl Street Roebourne to the Yaandina Family Centre Inc for the purpose of construction and management of the Roebourne Youth Centre and not adopt the attached funding agreement.

Or

That Council amends information contained in the agreement documents as required and agrees to lease the Lot 760 on plan 186636, Reserve 39095, Sholl Street Roebourne to the Yaandina Family Centre Inc for the purpose of construction and management of the Roebourne Youth Centre.

### **Policy Implications**

There are no relevant policy implications pertaining to this matter.

### **Legislative Implications**

There are no relevant legislative implications pertaining to this matter.

### **Financial Implications**

From funds provided by the Department of Regional Development and Lands to the Shire, the Shire will make available a sum of up to \$1,000,000 plus GST to be used to fund the construction of the Roebourne Youth Centre.

A funding agreement has been negotiated with Yaandina who have had input into its terms and conditions. The manner in which the funding is to be paid will depend on the outcome of the construction Tender and will be in accordance with the approval of the Shire's Chief Executive Officer. Yaandina will correspond with the Shire on the proposed payment scheduled during the facility construction process.

The funding agreement provides for a detailed acquittal of funds process as per schedules 2 and 3 of the attached agreement.

### **Conclusion**

The construction and development of the Youth Centre in Roebourne is the final stage of the Roebourne Youth Precinct Master Plan which was endorsed by Council in May 2004.

At its meeting of 16 February 2009, Council resolved to agree in principle to the lease of portion of Reserve 39095 to the Yaandina Family Centre Inc for the purpose of construction and management of a Youth Centre, subject to Yaandina Family Centre Inc submitting a full development application for the facility.

Development application has been approved and Funding and Lease agreements have been prepared after seeking input from Yaandina. Endorsement of these agreements is required to progress this project.

### **Voting Requirements**

Simple.

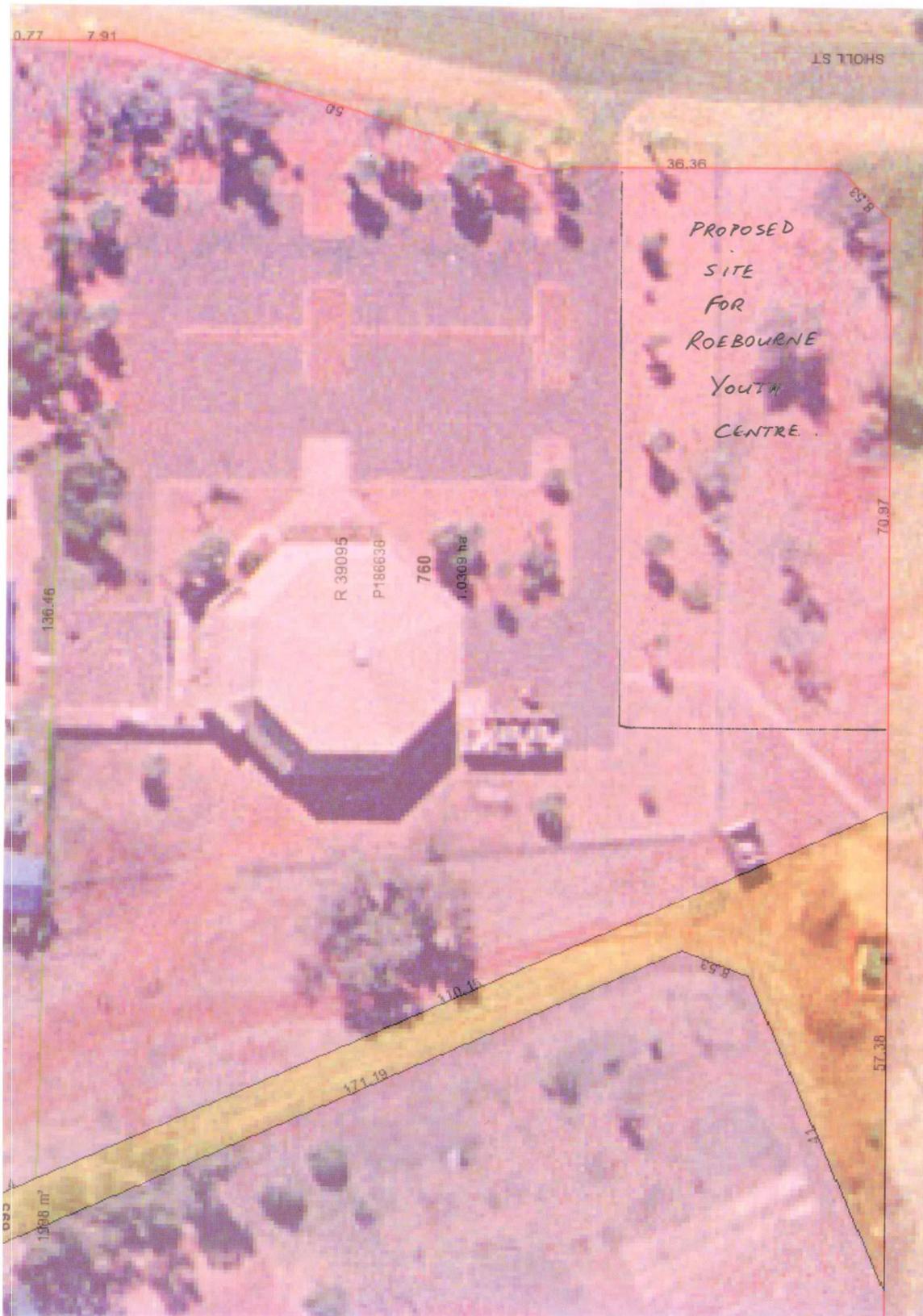
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## **RECOMMENDATION**

### **That Council**

- 1) Resolve to lease the portion of Lot 760 on plan 186636, Reserve 39095, Sholl Street Roebourne to the Yaandina Family Centre Inc for the purpose of construction and management of the Roebourne Youth Centre for a 21 year term for an annual lease fee of \$1.00 as identified in the lease attachment**
- 2) Approve the attached funding agreement between the Yaandina Family Centre and the Shire of Roebourne for the funding of \$1,000,000 (ex gst) towards the Roebourne Youth Centre.**

**ATTACHMENT 1 – SITE LOCATION FOR PROPOSED YOUTH CENTRE ATTACHMENT**



## ATTACHMENT 2 – KARRATHA CONTRACTING POWER AUDIT REPORT



Lot 1003 Orkney Road & Lot 1504 Anderson Road  
P O Box 442 Karratha WA 6714  
ABN 41721563810

Phone 9144 4705

Fax 9144 4715

www.kcpl.net.au  
admin@kcpl.net.au

To: Shire of Roebourne  
Att: Vince Tran  
Date: 26/11/2010  
Subject: Roebourne Hall Power

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Vince,

I have reviewed all the information Brian has collected relating to the current and calculated loads for both the Roebourne Hall and the Covered Courts and can provide the following report and recommendation:

### **Background**

This site currently has a 250amp current limiter which will be upgraded to a 400amp limiter (proposed change over - 29 - 30 November)  
This means that any combined loads being fed from this switch will be limited to 400 Amps

The current loading :

### **Roebourne Hall**

A power analyzer was connected to the incoming supply feeding the hall for five (5) days from 5/11 – 10/11 and the highest recorded reading was 147 Amps/phase.

Unsure that the result gave us a true indication we carried out another load test on the 23/10 ensuring that all possible circuits were under full load. (e.g. All lights, airconditioners, kitchen appliances, hot water units etc were turned on at once). The highest recorded reading was 193 Amps which is closer to what we expected.

### **Clarification**

It must be noted that:

- One hot water unit is disconnected
- All the incandescent 150W ceiling mounted spotlights are disconnected
- No stage lighting or additional appliances were connected at the time of the test and therefore, would increase loading.

### **Basket Ball Courts**

A power analyzer was connected to the incoming supply feeding the basketball courts for five (5) days from 10/11 – 15/11 and the average reading was around 30 - 40 Amps/phase which peaked at 80 Amps/phase which would be attributed to the startup of the lights.  
However, we believe this reading isn't a true record of the actual load (see clarification below)

Clarification

It must be noted that:

- Only half of the high bay lights are currently connected and when the balance are connected there will be an increase load.

The theoretical loading :

The issue we have with the readings taken is that they are not a "true" indication of the current load, only a true indication of the current load at the time of testing. Given that the both facilities have items that are either disconnected or yet to be installed (hot water units, high bay lights) the tolerance for interpretation is too great. Therefore, we opted to take the tact of using the theoretical load (calculated maximum demand) to determine the current draw from each facility.

The calculated maximum demand as per AS/NZS 3000-2007 is

Hall 270 Amps per phase (with the spotlights & hot water unit connected)  
Courts 80 Amps per phase (with all high bay lights connected)

**Conclusion**

The total calculated load of both facilities is 350 Amps which equates to a 12.5% redundancy once the 400 Amp limiter is installed next week. Theoretically this is enough for each facility to operate simultaneously under full load and still allow minor items to be operated (should they decide to run stereos etc from the GPO circuits located within the building) without causing additional effect.

However, any significant upgrade or increase in number of high current draw items, e.g. car park lighting etc, may have a dramatic effect on the total load and significantly reduce the redundancy.

Should Council decide to increase the redundancy or add additional circuits of significant size the transformer would need to be upgraded. The cost of a complete upgrade would be significant as not only is there the cost of the transformer itself, but also the cost of new boards and the construction of a new compound as the larger transformer may not fit within the existing compound.

It is our recommendation that no additional significant loading be applied to the current infrastructure as additional loading may cause nuisance tripping which would cut power to both facilities.

**Options**

The options for council are:

1. Install the 400 Amp limiter and ensure no additional significant loads be applied to the existing setup
2. Upgrade the transformer and associated infrastructure building in a larger redundancy

**Recommendation**

It is our recommendation that Council pursue option 1 as we believe 12.5% redundancy would be adequate to operate both facilities without compromising their integrity.

Should you have any questions, please feel free to contact myself or Brian

Regards

**Ben Lewis**

*General Manager*  
*Karratha Contracting*  
*P. 9144 4705*  
*F. 9144 4715*  
*M. 0488 608 635*  
*E. [ben.lewis@kcpl.net.au](mailto:ben.lewis@kcpl.net.au)*  
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**ATTACHMENT 3 – FUNDING AGREEMENT FOR ROEBOURNE YOUTH CENTRE**

**2010**

**THE SHIRE OF ROEBOURNE  
(ABN: 83 812 049 708)**

**AND**

**YAANDINA FAMILY CENTRE INCORPORATED**

**FUNDING AGREEMENT FOR  
ROEBOURNE YOUTH CENTRE**

### FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made the                    day of                    2010

#### BETWEEN

SHIRE OF ROEBOURNE of Welcome Road, Karratha, WA, 6714 (hereinafter called “the Shire”) of the one part,

#### AND

YAANDINA FAMILY CENTRE INCORPORATED of Hampton Street, Roebourne, WA, 6718 (Hereinafter called “Yaandina”) of the other part.

#### BACKGROUND

- (a) The Shire is a local government incorporated under the Local Government Act 1995.
- (b) Yaandina is an Association incorporated under the *Associations Incorporation Act 1987*.
- (c) The Shire has secured money through the State Government Royalties for Regions Pilbara Revitalisation Fund for a number of projects, including the construction of a youth centre in the town of Roebourne (“the Roebourne Youth Centre”).
- (d) The Shire and Yaandina have agreed that Yaandina manage and operate the Roebourne Youth Centre.
- (e) In order to develop a plan for the Roebourne Youth Centre, Yaandina have engaged an architect to design the building and supervise its construction.
- (f) The Shire will provide land on which the Roebourne Youth Centre is to be built and it is intended there will be a lease of that land (“the Site”) from the Shire to Yaandina, subject to statutory requirements of the Local Government Act 1995.
- (g) Out of the funds provided by the State of Western Australia to the Department of Regional Development and Land to the Shire, the Shire will make available a sum of up to \$1,000,000 plus GST to be used to fund the construction of the Roebourne Youth Centre.

#### OPERATIVE PART

##### THE PARTIES AGREE AS FOLLOWS:

##### 1. DEFINITIONS

Event of Default means an event so described in clause 13(a).

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**Funding** means the sum of up to \$1,000,000 plus GST to be provided by the Shire to Yaandina for the Project.

**GST** has the same meaning as in the GST Act.

**GST Act** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and, where the context permits, includes the Commissioner of Taxation's goods and services tax rulings and determinations and any other written law dealing with GST applying for the time being in the State of Western Australia.

**Insolvency Event** means the happening of any of these events:

- (a) an order is made, or an application is made to a court for an order, that a body corporate be wound up; or
- (b) except to reconstruct or amalgamate while solvent, a body corporate:
  - (i) is wound up or dissolved; or
  - (ii) resolves to wind itself up or otherwise dissolve itself, or gives notice of intention to do so; or
  - (iii) enters into, or resolves to enter into, any form or formal or informal arrangement for the benefit of all or any class of its creditors, including a scheme of arrangement, deed of company arrangement, compromise or composition with, or assignment for the benefit of, all or any class of its creditors; or
- (c) a liquidator or provisional liquidator is appointed (whether or not under an order), or an application is made to a court for an order, or a meeting is convened or a resolution is passed, to make such an appointment, in respect of a body corporate; or
- (d) a receiver, manager, receiver and manager, trustee, administrator, controller (as defined in section 9 of the Corporations Act 2001 (Cth) of similar officer is appointed, or an application is made to a court for an order, or a meeting is convened or a resolution is passed, to make such an appointment, in respect of a body corporate; or
- (e) any step is taken to enforce security over, or a distress, attachment, execution or other similar process is levied, enforced or served out against any asset (which is an asset funded by this Agreement) of Yaandina;
- (f) the process of any court or authority is invoked against a body corporate, or any asset or undertaking of a body corporate, to enforce any judgement or order for the payment of money or the recovery of any property;
- (g) a body corporate:

- (i) takes any step to obtain protection, or is granted protection, from its creditors under any applicable legislation; or
- (ii) stops or suspends payment of all, or a class of, its debts; or
- (iii) is or is taken by any applicable legislation to be, or states that it is, or makes a statement from which it may be reasonably deduced that it is:
  - A. insolvent or unable to pay its debts when they fall due; or
  - B. the subject of an event described in section 459C(2)(b) or section or section 585 of the *Corporation Act 2001 (Cth)*; or
- (iv) is taken to have failed to comply with a statutory demand as a result of the operation of section 459F(1) of the *Corporations Act 2001 (Cth)*; or
- (v) ceases, or threatens to cease, to carry on all or a material part of its business; or
- (h) a person becomes an insolvent under administration as defined in section 9 of the *Corporations Act 2001 (Cth)* or action is taken which could result in the event; or
- (i) a person dies, ceases to be of full legal capacity or otherwise becomes incapable of managing its own affairs for any reason; or
- (j) anything analogous or having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction.

**Notice** means a notice issued under clause 16.

**Party** means each of the Shire and Yaandina as the context requires and **Parties** means both of them.

**Project** means the construction of the Roebourne Youth Centre, including engagement of an Architect and other consultants necessary for the preparation of plans, specifications and other documents requisite for the Roebourne Youth Centre to be constructed on the Site.

**Purpose** means the purpose of the Project.

**Royalties for Regions** means the policy that was endorsed by Cabinet on 13 October 2008 as properly varied from time to time.

**Schedule** means any schedule to, and forming part of, this Agreement.

**Site** means the land to be provided by the Shire for the Roebourne Youth Centre, being more particularly described as Lot 760 on Plan 186636, Reserve 39095, Sholl Street, Roebourne.

**State** means State of Western Australia.

**Term** means the term of this Agreement which subject to this Agreement is the term so described in Schedule 4.

**Tax Invoice** has the meaning given to it in the *A New Tax System (Goods and Services Tax) Act 1999*.

**Yaandina** means the organisation funded to undertake the Project under this Agreement.

## 2. INTERPRETATION

In this Agreement unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing any gender include the other genders;
- (c) references to persons include corporations;
- (d) references to a person include the legal personal representatives, successors and assigns of that person;
- (e) a reference to a statute, ordinance, code, or other law includes regulations, by-laws, rules and other statutory instruments under it for the time being in force and consolidations, amendments, re-enactments, or replacements of any of them (whether of the same or any other legislative authority having jurisdiction);
- (f) references to this Agreement or any other instrument include this Agreement or other instrument as varied or replaced, and notwithstanding any change in the identity of the Parties;
- (g) references to writing include any mode of representing or reproducing words in tangible and permanently visible form, and include e-mail and facsimile transmission;
- (h) if the Recipient consists of a partnership or joint venture, then:
  - (i) an obligation imposed under the Agreement binds each person who comprises the Recipient jointly and severally;
  - (ii) each person who comprises the Recipient agrees to do all things necessary to enable the obligations under the Agreement to be undertaken;
  - (iii) the act of one person who comprises the Recipient binds the other person who comprises the Recipient; and

- (iv) an event of default by one person who comprises the Recipient constitutes an Event of Default by the Recipient;
- (i) an obligation incurred in favour of two or more persons is enforceable by them jointly and severally;
- (j) if a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (k) references to this Agreement include its recitals, schedules and annexures (if any);
- (l) headings are inserted for ease of reference only and are to be ignored in construing this Agreement;
- (m) references to time are local time in Perth, Western Australia;
- (n) where time is to be reckoned from a day or event, that day or the day of that event is to be included;
- (o) references to currency are to Australian currency unless otherwise stated;
- (p) no rule of construction applies to the disadvantage of a Party on the basis that the Party put forward this Agreement or any part thereof;
- (q) a reference to any thing is a reference to the whole and each part of it, and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;
- (r) when the day or last day for doing an act is not a Business Day, then the day or last day for doing the act will be the directly preceding Business Day; and
- (s) if the word “including” or “includes” is used, the words, “without limitation” are taken to immediately follow.

3. SCOPE OF THIS AGREEMENT

- (a) Yaandina shall
  - (i) use the Funding for the purposes of the Project;
  - (ii) carry out all the aspects of the Project in a competent, diligent, satisfactory, workmanlike and professional manner, and to a high standard;
  - (iii) in its carrying out the Project use all Funding in a commercially prudent, sensible and reasonable manner;

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- (iv) acknowledge the Parties' respective roles and responsibilities associated with the Project at all times where the project is promoted;
  - (v) provide appropriate funding and other resources including staff with the capacity to meet their obligations as specified in this Agreement;
  - (vi) provide leverage with wider stakeholders to facilitate strong stakeholder ownership and involvement where required in the Project referred to in this Agreement; and
  - (vii) use all available opportunities to facilitate additional financial investment in the Project referred to in this Agreement.
- (b) The Shire shall:
- (i) pay to Yaandina the Funding in the manner set out in Schedule 4 and Schedule 5;
  - (ii) indemnify and keep indemnified Yaandina for any liability for GST and any related penalty or interest charge that may arise from a statement of GST payable on the supply for which Yaandina issues a recipient created tax invoice under this Agreement; and
  - (iii) provide to Yaandina reporting templates to fulfil clauses 3c(ix) 3c(x) and 3c(xi) and the reporting requirements outlined in Schedule 2 and Schedule 3.
- (c) With managing the Project Yaandina:
- (i) will be responsible for management of the Project which include processes for establishing, administering, governing and implementing the Project;
  - (ii) will obtain the prior written approval of the Shire for any variations to costings and payments in items identified in the Schedule(s);
  - (iii) will implement the Project in accordance with this Agreement, any written proposal/s submitted by or on behalf of Yaandina, and in consultation with the Shire;
  - (iv) will monitor the effectiveness of the Project and report to the Shire as per this Agreement ;
  - (v) will use the Funding solely for the Project and not make any changes to the Project without the Shire's prior written approval;

- (vi) will provide the Shire with copies of, or access to, any financial records, progress and correspondence in respect of the Royalties for Regions initiative nominated in this Agreement as and when requested;
- (vii) must allow the Auditor General, or an authorised representative, to have access to and examine records and information concerning this Project (as permitted under the Auditor General Act 2006);
- (viii) will notify the Shire of legal proceedings, arbitration or administrative proceedings or debt recovery actions pending or threatened against the funding agent as soon as practicable after the institution of those proceedings or that debt recovery action;
- (ix) will notify the Shire immediately if Yaandina is in breach of any law or act, receives an audit qualification or is under scrutiny through an inquiry or decree or any consent, registration, approval, licence or permit or agreement, order or award binding on Yaandina;
- (x) will provide to the Shire Progress and Financial Reports on a quarterly basis (as at 30 September, 31 December, 31 March and 30 June) which shall include:
  - (A) a quarterly statement of income and expenditure as detailed in Schedule 2 as properly varied from time to time;
  - (B) a statement outlining the progress (or otherwise) of the Project as detailed in Schedule 3 as properly varied from time to time; and

Note – quarterly statements are to be certified by the Chief Financial Officer or Accountable Officer and are to be submitted within one month of the end of each quarter.
- (xi) will provide to the Shire an audited annual report on the Project based on a financial year ending 30 June which shall include:
  - A. a statement of certification outlining income and expenditure for the Project as detailed in Schedule 2 as properly varied from time to time;
  - B. a statement outlining the progress (or otherwise) of the Project as detailed in Schedule 3 as properly varied from time to time; and

Note – the audited annual report on the Project is to be submitted within three months of the end of the financial year.

- (xii) at the completion of the Project or the conclusion of this Agreement (which ever occurs first) provide a financial statement to the Shire, acquitting the total Funding paid by the State and expended by Yaandina including:
  - (A) certification that the Funding was used for the Project; such certification properly to address the issues itemised in Schedule 2;
  - (B) a Performance Evaluation Report as per Schedule 3, as properly varied from time to time, showing how and to what extent the Funding was spent and the agreed outcomes achieved.
- (xiii) at the completion of the Project or the conclusion of this Agreement (which ever occurs first):
  - (A) return any unspent and uncommitted Funding to the Shire unless otherwise agreed including any savings that have accrued to the Project;
  - (B) where no reasonable explanation can be provided to substantiate unspent funds, return any unsubstantiated unspent funding to the State (being Funding that has been approved for payment on behalf of the State, but in respect of which no work has been undertaken by Yaandina and no contractual commitment entered into prior to the effective date of completion or conclusion); and
  - (C) reimburse the State for any funding spent otherwise than in respect of the Project unless otherwise agreed.
- (xiv) keep and maintain accurate, complete, up-to-date, properly detailed written records of income, expenditure, work, activities, progress, setbacks, problems and business and commercial arrangements and dealings in relation to either or both of this Agreement and the Project, promptly provide the Shire with information or documentation (relating in any way to the Project or this Agreement) requested by the Shire. Yaandina will ensure that any such information or documentation (as the case may be) is accurate, complete, up-to-date, properly detailed and not in any way misleading or deceptive;
- (xv) use all reasonable endeavours to adhere to each and every agreed budget;

- (xvi) achieve the milestones expressly or impliedly set out in Schedule 4 in accordance with that schedule.
- (xvii) In the course of the design of the Roebourne Youth Centre, Yaandina will ensure through its Architect that sufficient electric power will be provided to meet the means of the use of the Roebourne Youth Centre by Yaandina and will not impact upon the facilities of the Shire.

**4. YAANDINA'S GENERAL UNDERTAKINGS**

Yaandina covenants and agrees in favour of the Shire that during the Term:

- (a) (representation or warranty incorrect) it will notify the Shire promptly if any representation or warranty made or taken to be made by or on behalf of Yaandina in or in connection with this Agreement is found to be incorrect or misleading when made or taken to be made;
- (b) (performance of obligations) it will at all times duly perform and observe its obligations arising out of or in connection with this Agreement and will promptly inform the Shire of any occurrence which might materially adversely affect its ability to perform;
  - (ba) it will promptly notify the Shire if any matter, circumstance or thing comes to its attention which suggests that any aspect of the Project, is or is likely to be unworkable, impossible or impractical or that any aspect of the Project must or is likely out of necessity to be modified;
- (c) (authorisations) it will comply with the terms of each authorisation necessary to enter into this Agreement, observe obligations under it and allow it to be enforced and it will obtain and renew on time each such authorisation;
- (d) (acknowledge) that funding provided under this Agreement is public money and is subject to compliance by Yaandina with the terms of the Grant as detailed in this Agreement;
- (e) (undertake) it will undertake its responsibilities under this Agreement with integrity, good faith and probity in accordance with good corporate governance practices;
- (f) (cooperate) it will cooperate fully with the State in the administration of this Agreement;
- (g) (laws) it will comply with all relevant State and Commonwealth laws, rules, regulations and by-laws.
- (h) (inspection) it will permit the Shire, any officers of the Shire or any other person authorised by any of them to enter Yaandina's premises at any reasonable time to determine whether Yaandina is performing

its obligations under this Agreement, provided that any person entering Yaandina's premises does so in a manner so as to cause minimal disruption to Yaandina's business.

- (i) (collaborate) it will collaborate with the Department of Water and the Department of Agriculture and Food Western Australia where requested.
- (j) it will provide written details of Project research and findings to State and Commonwealth departments, as and when requested (but only to the extent that Yaandina does not jeopardise any intellectual property rights).

**5. YAANDINA'S WARRANTIES**

Yaandina represents and warrants that:

- (a) it is duly authorised and has the power to enter into and observe and perform its obligations under this Agreement; and that its obligations under this Agreement are valid and binding and are enforceable against it in accordance with their terms;
- (b) all authorisations, registrations, consents, approvals licences and permits which are or will be required in connection with the performance by Yaandina of its obligations under this Agreement have been or will be obtained or effected and are or will be and will remain in force and effect for as long as necessary;
- (c) there is no litigation, arbitration or administrative proceedings currently taking place, pending or threatened against Yaandina which could have materially adverse effect on Yaandina's ability to perform this Agreement;
- (d) this Agreement and performance under it does not violate any law or government order or decree or any consent, registration, approval, licence or permit or agreement, order or award binding on Yaandina;
- (e) all information provided by or on behalf of Yaandina to the Shire relating to Yaandina's affairs and this Agreement are true, accurate and complete and, without limiting this clause 5.1(e), all financial information provided by or behalf of Yaandina to the Shire is, in all material respects, a true, fair and accurate statement of its financial position as at the date of preparation of the information;
- (f) it has, after diligent inquiry and investigation, fully disclosed to the Shire all material information which could reasonably be regarded as affecting in any way the Shire's decision to enter into this Agreement; and
- (g) it will comply with all laws (including Commonwealth and State statutes and subordinate legislation) in connection with this Agreement.

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The representations and warranties made by Yaandina under clause 5 are taken to be made continuously throughout the Term.

**6. REPORTS AND INFORMATION**

(a) Notification

Yaandina must provide to the Shire notification of legal proceedings or debt recovery actions against Yaandina, as soon as practicable after the institution of those legal proceedings or that debt recovery action.

(b) Information

Yaandina must provide promptly to the Shire any information, documents, supporting evidence or any other thing in connection with Yaandina or this Agreement that the Shire requests from time to time including, without limitation, any information, documents, supporting evidence or any other thing which the Shire requires in considering whether the Shire is satisfied of any matter in connection with this Agreement.

Where:

- (i) any document, information or other matter previously provided under this Agreement has changed and that change would, or might, result in, or cause, circumstances which would, or might, adversely affect the ability of Yaandina to comply with its obligations under this Agreement or otherwise disadvantage the Shire; or
- (ii) any accounts or financial statements provided by Yaandina under this Agreement have been replaced by later accounts or financial statements since having been provided to the Shire,

Yaandina must promptly provide the Shire with full details of the change or with updated copies of the accounts or financial statements (as the case may be).

(c) This clause 6 survives the end of this Agreement by 3 years.

**7. ARRANGEMENTS FOR WORKING IN PARTNERSHIP**

(a) Marketing and Acknowledgements

- (i) Any communication activity including presentations, publications, signage, articles, newsletters or other literary works relating to the Project or its activities shall give equal representation to the Parties in the display of logos, Yaandina's Logos and party names where agreed and as deemed appropriate.

- (ii) The respective role of the Shire and Yaandina must be acknowledged at relevant forums, conferences and project launches where the Project is promoted.
  - (b) Communications
    - The Parties shall:
      - (i) work cooperatively at the senior management and officer levels;
      - (ii) maintain open communication, both formal and informal, to progress the objectives of this Agreement;
      - (iii) share information and knowledge as practicable; and
      - (iv) advise any shared stakeholders about arrangements between the Parties.
  - (c) Media Management and Advertising
    - (i) The Parties shall coordinate joint communications when dealing with the media and shared stakeholders in relation to the Project referred to in this Agreement on issue(s) of significance or mutual concern, including circulating draft media statements, advertising proposals and advertisements between the Parties for comment prior to publication.
    - (ii) Yaandina shall coordinate joint communications with the Shire prior to the release of any media statement, advertising proposals and advertisements by Yaandina in relation to the Project referred to in this Agreement.
  - (d) Subcontracting
    - (i) Yaandina can subcontract the performance of any relevant obligation associated with the Project referred to in this Agreement.
    - (ii) Yaandina will be responsible for ensuring the suitability of a subcontractor for the work proposed to be carried out and for ensuring that such work meets the requirements of this Agreement.
- 8. **AUDIT RIGHTS**

The Shire may arrange for an evaluation or audit to be carried out in respect of the Project funded under this Agreement. If the Shire arranges for an audit to be carried out:

  - (a) The Shire must notify Yaandina that the Shire has arranged or will arrange for an audit to be carried out; and

- (b) Yaandina must allow all persons appointed by the Shire to carry out the audit to have full access to the records of Yaandina for the purpose of carrying out the audit.

Clause 8 survives the end of this Agreement by 3 years.

**9. SECURITY, PRIVACY AND CONFIDENTIALITY**

- (a) The Parties agree to comply with the Information privacy principles set out in section 14 of the *Privacy Act 1988* in respect of personal information received, created or held by Parties in connection to this Agreement, as if the Parties were an agency as defined in the *Privacy Act 1988*.
- (b) This clause 9 shall survive the termination or expiry of this Agreement.
- (c) In regard to information policy it should be noted that the Shire is subject to the provisions of the *Freedom of Information Act 1992*.

**10. INTELLECTUAL PROPERTY RIGHTS**

The Parties acknowledge that nothing in this Agreement shall affect ownership of any intellectual property rights.

**11. CONTACT OFFICERS**

- (a) The Parties agree to appoint Contact Officers. The Contact Officer for each Party is authorised to act for that Party in relation to this Agreement and is the first point of contact for the other Party in relation to any disputes arising under the Agreement.
- (b) The details for each Party's Contact Officer as at the execution date are set out in Schedule 1.
- (c) If the Parties wish to change their Contact Officer that Party will notify the other Party in writing of the new contact details within 5 Business Days after the change.

**12. INSURANCE**

- (a) Yaandina must during the continuance of this Agreement effect, maintain and keep current with a reputable insurer the following insurances:
  - (i) public liability insurance in an amount of not less than TWENTY MILLION DOLLARS (\$20,000,000.00) in respect of any one occurrence, unlimited in the aggregate (or such other amount as shall be determined at the reasonable discretion of the Shire from time to time to reflect prudent commercial practices) in respect of the Project and the Project site which covers all claims and losses howsoever arising or caused including but not limited to those in respect

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of any injury of, or illness to, or death of, any person, any loss, damage or destruction to any property, claims, risks and events covered under the indemnities provided by Yaandina to the Shire under this Agreement;

- (ii) property insurance covering loss of or damage to any equipment that that Yaandina provides for use on the Project site for its full replacement value; and
  - (iii) workers compensation insurance in accordance with the provisions of the Workers' Compensation and Injury Management Act 1981 including cover for common law liability for an amount of not less than FIFTY MILLION DOLLARS (\$50,000,000.00) for any one event in respect of Yaandina's workers.
- (b) Yaandina must not, and is not to permit any person to, do anything which adversely affects the continuation, validity, extent of cover or ability to make a claim under the insurance policies.
  - (c) Yaandina must notify the Shire immediately if an event occurs which does give rise or might give rise to a claim under the insurance policies or which could prejudice the insurance policies.
  - (d) Yaandina must ensure that all premiums in respect of insurance policies and renewals of insurance policies are paid punctually.
  - (e) If requested by the Shire, Yaandina must provide a copy of all policies, certificates of currency and receipts for premiums in connection with all insurance cover referred to above.

**13. DEFAULT**

- (a) Event of default

The Shire and Recipient agree that it is an Event of Default if:

- (i) Yaandina breaches this Agreement and does not remedy the breach within 7 days after having received from the Shire a written notice calling upon Yaandina to remedy the breach;
- (ii) a representation or warranty made or taken to be made by or on behalf of Yaandina in connection with this Agreement, the Funding or the Project is found or is notified by Yaandina to be materially incorrect or misleading when made or taken to be made;
- (iii) an undertaking given to the Shire or its solicitors by Yaandina or another person in connection with this Agreement is breached or not wholly performed within the period specified in the undertaking or, if no period is specified, within 7 days from the date of the undertaking;

- (iv) a person is appointed under legislation to investigate or manage any part of the affairs of Yaandina;
  - (v) an Insolvency Event occurs in respect of Yaandina;
  - (vi) this Agreement is or becomes wholly or partly void, violable, unenforceable or ineffective, or is claimed to be so by Yaandina;
  - (vii) Yaandina breaches any law including any statute or subordinate legislation of the Commonwealth or the State;
  - (vii) any aspect of this Agreement is or is found to be invalid, void, voidable or unenforceable;
  - (viii) Yaandina persistently or regularly breaches this Agreement.
- (b) Consequences of event of default
- If an Event of Default occurs during the Term, then:
- (i) the Shire shall cease to be liable for any unpaid amount of the Funding;
  - (ii) the Shire, in its absolute discretion, may by notice in writing to Yaandina, demand that part or all of the Funding already paid to Yaandina is due and payable by Yaandina to the Shire; and
  - (iii) if the Shire makes a demand under clause 13b(ii), the Funding or the part thereof demanded is due and payable by Yaandina to the Shire in immediately available funds within 30 days of the date of the notice, and , at any event, the Shire may then terminate this Agreement.

#### 14. ASSIGNMENT

- (a) This Agreement is (and all rights under it are) personal to Yaandina and may not be assigned or transferred by Yaandina. The Shire may assign its rights and obligations under this Agreement as it sees fit.
- (b) For the purpose of this clause 14, Yaandina shall be deemed to have assigned this Agreement if:
  - (i) any act, matter or thing is done or occurs, the affect of which is, in the opinion of the Shire, to transfer, directly or indirectly, the management or Control of Yaandina; or
  - (ii) there is any change in Control of Yaandina.

**15. INDEMNITY**

- (a) Yaandina hereby agrees to indemnify and keep indemnified the State and the Shire and to hold them and their respective officers, employees and agents harmless against all reasonably foreseeable damages, losses, liabilities, cost and expenses (including legal fees) claimed, suffered or incurred by the State or the Shire or any of their respective officers, employees and agents whether before or after the date of this Agreement to the extent caused by any:
  - (i) breach of an obligation of this Agreement by Yaandina;
  - (ii) act or omission of Yaandina or its employees, contractors, officers or agents; or
  - (iii) breach of a State or Commonwealth law relevant to the Agreement by Yaandina or its employees, contractors, officers or agents.
- (b) This indemnity is reduced to the extent that the Shire caused or contributed to the liability or damage.
- (c) This indemnity shall survive expiration or termination of this Agreement.

**16. NOTICES**

- (a) Notices

A notice or other communication in connection with this Agreement:

  - (i) must be in writing;
  - (ii) may be given by an Contact Officer of the Shire or a Contact Officer of Yaandina (as the case may be); and
  - (iii) must be:
    - (A) sent by prepaid ordinary post to, or left at the address of the addresses at the address set out at the end of this clause 16; or
    - (B) sent by facsimile to the facsimile number of the addressee set out at the end of this clause 16.
- (b) Receipt of Notice

A notice or other communication takes effect from the time it is received, unless a later time is specified in the notice or communication. For the purpose of this clause 16, a letter or facsimile is take to be received:

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- (i) in the case of a letter sent by post, on the third Business Day after posting;
  - (ii) in the case of a facsimile, on production of a transmission report from the facsimile machine from which the notice or communication was sent which shows that the entire facsimile was sent to the facsimile number of the addressee set out at the end of this clause 16; and
  - (iii) if received after 5.00pm, is taken to be received on the next Business Day.
- (c) Address for Service

The Parties' respective address for service are as follows:

- (i) The Shire
  - Registered Mail: PO Box 219
  - KARRATHA WA 6714
  - Facsimile: (08) 9143 1388
  
- (ii) Yaandina
  - Registered Mail: PO Box 228
  - ROEBOURNE WA 6718
  - Facsimile: 91821648

**17. PROJECT TIMEFRAME**

- (a) Yaandina will commence the Project within six months after the date this Agreement is entered into unless otherwise agreed to in writing by the Shire.
- (b) Yaandina will finalise the Project within 12 months after the practical completion date as shown in Schedule 4 unless otherwise agreed to in writing by the Shire.

**18. EXTENSION**

The Term of this Agreement may be extended upon prior written application by Yaandina and subject to Shire approval.

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**19. SCHEDULES**

Any express or implied provision of any Schedule hereto is hereby deemed to be a provision of this Agreement and therefore must be complied with (by the relevant party) in accordance with its terms.

In the above paragraph “provision” includes term, condition, warranty, stipulation, right, obligation, representation and the like.

**20. SHORTFALL**

If the Funding is insufficient for Yaandina properly to meet all of its obligations under this Agreement, then Yaandina is solely responsible for funding any shortfall.

**SCHEDULE 1 – CONTACT OFFICERS**

**THE SHIRE**

<b>Name:</b>	Colleen Longmore
<b>Job Title:</b>	Chief Executive Officer
<b>Phone:</b>	(08) 9186 8512
<b>Facsimile:</b>	(08) 9143 1388
<b>Email:</b>	Colleen.longmore@roebourne.wa.gov.au
<b>Postal Address:</b>	PO Box 219, Karratha, WA 6714
<b>Street Address:</b>	
<b>Supervisor</b>	NA

**YAANDINA**

<b>Name:</b>	Veronica Rodenburg
<b>Job Title:</b>	C.E.O.
<b>Phone:</b>	91821172
<b>Facsimile:</b>	91821648
<b>Email:</b>	veronica@yaandina.org
<b>Postal Address:</b>	PO Box 228 ROEBOURNE WA 6718
<b>Street Address:</b>	Hampton Street ROEBOURNE WA 6718
<b>Supervisor</b>	N/A

**SCHEDULE 2 – STATEMENT OF CERTIFICATION**

1. Total approved Funding for the current financial year.
2. Balance brought forward from previous financial year.
3. Drawdowns from Shire to date.
4. Total committed in the current year from drawdowns.
5. Actual expenditure to date.
6. Initial estimated cost of the Project.
7. Leverage of funding from other sources.
8. Forecast cost to complete the Project.
9. Progress/status of the Project.
10. Infrastructure cost to date.
11. Quarterly income and expenditure.

**SCHEDULE 3 – PERFORMANCE EVALUATION REPORT**

1. Project outcome (KPI).
2. Project indicators.
3. Outcome indicator type.
4. Achievements target.
5. Actual achievements.
6. Explanation of variances between target and actual achievements.
7. Linkage to Royalties for Regions outcomes.
8. Funding allocation by project category.
9. What precisely the Funding received has been spent on.

**SCHEDULE 4 – PROJECT DETAILS**

**1 Purpose of the Project**

Build a youth centre in Roebourne to support local youth at risk of harm

**2 Project Controls**

Completion of all details in schedules 2 and 3 as attached

**3 Manner in which Funding is to be Paid**

T.B.A. after award of construction Tender

**4 Term of Agreement**

From receipt of appropriately signed documents until fully acquitted funding requirements completed.

**5 Detailed Description of Project – Roebourne Youth Centre**

*12.1 Project Objective*

To build a youth centre to support local youth at risk of harm

*12.2 Project Timeframe*

Main Activities / Milestone	Milestone Date
Tender for Construction	August 2010
Award Tender	December 2010
Construction Commences	January 2010
Construction Complete	June 2011

*12.3 Project Budget*

Item / Deliverable	Cost (\$'000)
Project design and documentation	350
Project construction	4000
Project management and contingency	150
<b>Total Cost</b>	<b>4500</b>

LEJ:Funding Agreement V2.docx

*12.4 Project Deliverables*

Item / Deliverable	Performance Measures
Tender for Construction	Was the documentation completed with all approvals ready for tender by 31 August 2010?
Award Tender	Was the contract let to the successful tenderer by 31 December 2010?
Construction Commences	Did construction commence by 30 January 2011?
Construction Complete	Was construction completed by 30 June 2011?

*12.5 Funding Amount(s)*

A total of \$1 million to assist with funding the building of a youth centre to support local youth at risk of harm

Item / Deliverable	Total '09/'10 – '11/12 \$'000	2009/2010 \$'000	2010/2011 \$'000	2011/2012 \$'000
Contribution to total construction Cost	1000		1000	
<b>Total</b>	<b>1000</b>		<b>1000</b>	

*12.6 Practical Completion Date Referred to in Clause 17*

30 June 2011

#### SCHEDULE 5 – PAYMENT OF THE FUNDING

Funding will be made available as a conditional grant specifically for the delivery of the Project outlined in Schedule 4.

Account name: Shire of Roebourne Municipal Account  
BSB: 036-187  
Account number: 00-0020

The Shire through its internal process may raise a recipient created invoice for the Funding amount identified in Schedule 4. The terms of the invoice is governed by the following:

- (a) Yaandina warrants that it has an Australian Business Number and is registered for GST.
- (b) Yaandina will immediately notify the Shire in writing of any change to Yaandina's registration.
- (c) The Shire warrants that it is registered for GST.
- (d) The Shire will immediately notify Yaandina in writing of any change to the Shire's Registration.
- (e) If any supply is made by Yaandina after the date of this Agreement in connection with the Funding, the Shire may issue a recipient-created tax invoice in respect of the supply and Yaandina will not issue a tax invoice in respect of that supply.
- (f) Yaandina and the Shire may agree that the provisions of the agreement to use recipient-created tax invoices will not apply in respect of a particular supply in which case Yaandina will issue a tax invoice in respect of that supply.
- (g) The Shire or Yaandina may terminate agreement to use recipient-created tax invoices at any time by giving written notice to the other party.
- (h) In this Agreement the terms "supply", "registered", "tax invoice", "recipient-created tax invoice" and "GST" have the same meaning as in the GST Act and "GST Act" means the A New Tax System (Goods and Services Tax) Act 1999.

**EXECUTED** by the parties as an agreement.

Signed for and on behalf of the Yaandina Family Centre

\_\_\_\_\_  
Signature of Chief Executive Officer

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Full name of Chief Executive Officer

\_\_\_\_\_  
Full name of Witness

Signed for and on behalf of the Shire of Roebourne

\_\_\_\_\_  
Signature of Chief Executive Officer

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Full name of Chief Executive Officer

\_\_\_\_\_  
Full name of Witness

**ATTACHMENT 4 - DRAFT LEASE AGREEMENT (STANDARD)**  
**(SEE ATTACHED)**



#### 11.4 ANNUAL COMMUNITY ASSOCIATION DEVELOPMENT SCHEME

**File No:** AN.8

- Attachment(s)**
1. **Dampier Community Association Annual Community Association Development Scheme application**
  2. **Roebourne Advisory Committee Annual Community Association Development Scheme application**
  3. **Wickham Community Association Annual Community Association Development Scheme application**
  4. **Point Samson Community Association Annual Community Association Development Scheme application**

**Responsible Officer:** Director Community & Corporate Services

**Author Name:** Community Development Coordinator

**Disclosure of Interest:** Nil

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#### **REPORT PURPOSE**

For Council to endorse the four community association (Dampier, Wickham, Point Samson and Roebourne) applications for financial assistance via the Annual Community Association Development Scheme.

#### **Background**

In recognition of the important role that Community Associations play and their ability to forge communities through a variety of events and projects, Council has committed to the provision of support and assistance through the Annual Community Association Development Scheme.

Council has indicated that it will allocate funds on an annual basis for the purpose of contributing to named Community Associations. Community Associations are required to present a detailed project brief to Council, depicting project intent, benefit and costing. Funds will be allocated to Associations through a set payment plan detailed in the project proposal.

The intention of the funding is to offer financial assistance to facilitate Community Associations in coordinating and delivering strategic, high quality community programs, events and/or services which provide direct benefit to their community.

#### **Issues**

The Annual Community Association Development Scheme is being offered for the first time in 2010. There have been short timelines for Community Associations to submit their applications due to adoption of new Policy and Guidelines for this sponsorship. The Community Development team have liaised closely with each of the Community Associations to offer support and assistance in completing the applications.

Community Associations are required to acquit the funds and complete an acquittal report, including financials and original receipts to council no later than 30 June 2011.

A summary of the scheme applications are listed below:

<b>Annual Community Association Development Scheme 2010/2011</b>					
<b>Applicant</b>	<b>Project</b>	<b>Funding Category</b>	<b>Total Cost of Project</b>	<b>Funding Requested</b>	<b>Additional Funding Secured</b>
Dampier Community Association	Lions Park - space net/play equipment for older children - volleyball anchors - BBQ and picnic tables	Equipment	\$172,841	\$100,000	It should be noted that the \$200,000 contains the \$100,000 ex gratia payment from Rio Tinto for the Kangaroo Hill Camp. The payment is made to the Shire and the Shire utilises these funds for projects within Dampier.
Roebourne Advisory Committee	- Basketball/Oval 'Lights On' project - 6 Community Events - Youth Cultural Dance Program - Community Notice Board	Various	\$99 860.00	\$99 860.00	In kind support from DSR, PCYC, Yaandina, NBAC, Juluwarlu, NAC and NYFL.
Wickham Community Association	- Upgrade of the Wickham Garden Picture Theatre	Facility Development	\$300,000	\$100 000	In kind support to value of \$100 000 from Rio Tinto
Point Samson Community Association	- Community Hall alteration/store room - Second stage of Centenary Park enhancement	Facility Development	\$219,848	\$100 000	Intend to apply for Royalty for Regions funding in 2011.

The four applications received from the community associations have identified a number of projects that meet the Shire's strategic objectives. Officers have some concern over the association's ability to complete the projects by the 30<sup>th</sup> June 2011.

In addition, Officer's would highlight the Dampier Community Association have indicated in their proposed project description a low level water park. However, the association has not included a costing for this project within the budget details. Officers would suggest that the project scope be limited to the items identified within the budget detail, those being: Space net, Volleyball anchors, electric BBQ and picnic tables with shelters.

A number of the projects will require interaction with Shire staff and processes, in particular staff in planning, building approvals and infrastructure. This interaction is not only required, but will assist in the timely completion of the projects as well as ensure the projects meet all compliance requirements.

### **Options**

Council has the following options available:

- a) Approve the applications received from Roebourne Advisory Committee and Wickham, Point Samson and Dampier Community Associations.
- b) Approve the applications subject to modifications as deemed by Council
- c) Reject the applications

### **Policy Implications**

Policy number CS19 titled Annual Community Association Development Scheme is relevant to this matter.

### **Legislative Implications**

There are no relevant legislative implications pertaining to this matter.

### **Financial Implications**

The expenditure is in accordance with the budget.

### **Conclusion**

The objectives of the Annual Community Association Development Scheme is to

- Assist Community Associations to maximise their development in partnership with the Shire of Roebourne.
- Provide an equitable means by which Community Associations can access Council funds for their future development.
- Establish mutually beneficial partnerships between the Shire of Roebourne and the community.
- Applications shall be considered based on how well they meet the Shire's following strategic objectives:
  - Creating aesthetically attractive and vibrant towns
  - Facilitating inclusive and engaged communities
  - Building capacity, capability and partnerships across the community
  - Encouraging the building of stable and diverse communities
  - Providing a range of appropriate facilities that reflect the demography of the communities

The four applications received from the community associations have identified a number of projects that meet the Shires strategic objectives. Officers have some concern over the association's ability to complete the projects by the 30<sup>th</sup> June 2011 as the details in the majority of the applications were limited in the project timeline detail.

### **Voting Requirements**

Simple.

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**RECOMMENDATION**

**That Council:**

- 1. Approve the Dampier Community Association Annual Community Association Development Scheme application for \$100,000 as per attachment 1.**
- 2. Approve the Roebourne Advisory Committee Annual Community Association Development Scheme application for \$99,860 as per attachment 2.**
- 3. Approve the Wickham Community Association Annual Community Association Development Scheme application for \$100,000 as per attachment 3.**
- 4. Approve the Point Samson Community Association Annual Community Association Development Scheme application for \$100,000 as per attachment 4.**

**ATTACHMENT 1 - DAMPIER COMMUNITY ASSOCIATION ANNUAL COMMUNITY ASSOCIATION DEVELOPMENT SCHEME APPLICATION**



**Annual Community Association  
Development Scheme  
2010 / 2011**

**APPLICATION COVER SHEET**

Grant Reference Number: ACS/ \_\_\_\_\_

SHIRE OF ROEBOURNE  
RECEIVED  
- 7 DEC. 2010  
Action By: VANESSA SUBRAMONEY  
File No: GS.41  
Document ID: I89015

**APPLICANTS DETAILS**

COMMUNITY ASSOCIATION: Dampier  
CONTACT PERSON FOR PROJECT: Jennifer Fox  
POSITION HELD: President  
POSTAL ADDRESS: PO Box 197 Dampier WA 6713  
TELEPHONE: DAY: 0918 929 425  
MOBILE: \_\_\_\_\_  
AUSTRALIAN BUSINESS NUMBER: ABN: 41 801 613 831  
ARE YOU REGISTERED FOR GST? YES  NO   
TOTAL AMOUNT REQUESTED: \$ 100 000

**PLEASE** read the Annual Community Association Development Scheme Guidelines *before* completing this application. Appropriate supporting documentation must be attached with this application form.

Queries should be directed to:  
Debra Woods – Divisional Administration Officer Community Services on 9186 8577.  
Guidelines can be requested from our Community Development Team  
Ph: 9186 8555 Fax: 9185 1626  
Postal: PO Box 219, KARRATHA WA 6714

## SECTION 2 – PROJECT/ACTIVITY DETAILS

### 1. PROPOSED PROJECT, EVENT, ACTIVITY OR SERVICE

Please provide a brief summary of the activity/project that you are planning to undertake.

- A comprehensive redevelopment of Lion's Park (a prominent location) at the entrance to showcase Dampier's Community pride. It will involve play equipment to suit older children who have limited entertainment options, volleyball anchors will promote/assist and encourage bi-weekly physical activities further enhance community spirit and a balanced healthy lifestyle. As planned feature, to highlight what Dampier has to offer as a vibrant small community, is a two level water play centre, the only one in the Shire of Roebourne. This will give families and the community a meeting place surrounded by extra picnic tables and a BBQ. Transforming with water-wise landscaping and new adequate fencing. This redevelopment of Lion's Park will reflect the enthusiasm and future of Dampier residents. It will integrate Dampier into the Shire of Roebourne's 2020 vision.

### 2. COMMUNITY BENEFITS

If approved, describe how this project will benefit your broader community.

- Making a safe and inviting meeting place for families in Dampier and surrounding towns
- Provide a central location for relaxed recreation
- Showcase Dampier as a priority to the Shire of Roebourne.
- Statement towards normalization is a positive action which would undo bitterness and resentment towards mining companies, and create some positive hope that Dampier will progress
- Promote long term family growth in a town that has growing contractor housing.

### 3. TIMEFRAME

When are you proposing to undertake this activity/project?

Start Date: Jan/Feb 2011 End Date: June 2011

Please include a timeline/schedule of the activity/project.

**SECTION 3 – FINANCIAL DETAILS**

**1. FUNDING PARTNERS**

Please list any other sources you have been successful securing funding from and the amounts

NA

Please outline how your Association will raise any additional funds should the Shire's funding be insufficient to cover the full project cost. Please note the Shire will not contribute to any shortfall.

NA

**2. ACKNOWLEDGEMENT OF FUNDING**

Please outline all methods you would use to acknowledge the support you have received from the Shire.

- A plaque at Lion's Park as a permanent acknowledgement
- Photo and article in Pilbara Echo, Pilbara News and DCA newsletter
- Progress report in Councillor's Corner of Pilbara News.

**3. BUDGET DETAILS**

List all the expenditure and income details relating specifically to your activity/project that you are seeking assistance for. Please attach your budget and also a funding timeline indicating dates and amounts that progressive project payments are due.

EXPENDITURE		INCOME	
ITEMS	TOTAL COSTS	ITEMS	TOTAL COSTS
space net	\$2,841		
Volley ball anchors	5,000		
1 x 2 HP Electric BBQ (APP)	25,000		
3 x Picnic tables + Stole (fox)	60,000		
<b>TOTAL COSTS</b>	<b>\$172,841</b>	<b>TOTAL COSTS</b>	

TOTAL INCOME \$ \_\_\_\_\_  
 TOTAL EXPENDITURE \$ \_\_\_\_\_  
 TOTAL AMOUNT REQUESTED FROM COUNCIL \$ 200,000

**2. DECLARATION**

I hereby certify that I have been authorised by the President:

Association: Dampier Community Ass.

The information contained herein, is the best of my knowledge, true and correct.

Name of President: Jennifer Fox

Signature: Jennifer Fox

Date: 7/12/10

Please Note: The application form must be signed by the President/Chairperson to be accepted.  
 Annual Community Association Development Scheme 2010/11  
 Applications close 7 December 2010 - Page 4 of 5

**APPLICANT CHECKLIST**

Before you submit your application, please ensure you have:

- Spoken to the Shire's Senior Community Development Officer
- Attached a detailed project brief outlining proposed event, activity service or project including:
  - Identified benefits to the broader community
  - Outline of the Association's risk management strategy
  - Financial sustainability should the project will have ongoing costs
  - Outline of any additional funding support
  - Income and expenditure budget
  - Forecast timeline for progressive payments
  - Demonstrated that the Association has capacity to deliver the project outcomes
- Attach a copy of Association's minutes, demonstrating that the project has been endorsed by the Association
- Ensure the Association President/Chair has signed the application cover sheet
- Ensure the project can be completed and acquitted by 30 June 2011

<b>OFFICE USE ONLY</b>	
ACKNOWLEDGED (date):	_____
COUNCIL MEETING (date):	_____
COUNCIL RESOLUTION	_____
RESULT	_____
ACQUITTAL DUE DATE	_____
MONIES SENT	_____

**Dampier Community Association Minutes of the general meeting for Monday November 29.11.2010, held in the DCA Lesser Hall @ 7.35pm**

**Present:** Jenny Fox, Harry Chilvers, Rachael Fox, Melanie Barton, Ian McGilvray, Jean Chilvers, Anna Pianta, Caroline O’neal

**Apologies:** Ken Mulvaney, Geoff & Lyn Nel, Sharon Vertigan

**Minutes from last meeting of 27.9.2010 were read**

**Proposed:** Anna

**Seconded:** Ian

**Business arising from previous minutes**

Item	Action	outcome
<b>Administrator Position</b>	Our new administrator is Lyn Hawke. She has started working two days a week to get a hand over.	<b>complete</b>
<b>Park Tables</b>	Have been installed by Pat & Jenny	<b>complete</b>
<b>Centurion account</b>	Has been set up and are using it	<b>complete</b>
<b>Landscaping for lookout</b>	Have quote in from Millstream landscapers, just under \$10,000. Simon from Brida will assist with plants and installing the reticulation. All agree to finish the project and get the landscaping done.	<b>complete</b>
<b>Shark Bins</b>	Have an extension till January 31 <sup>st</sup> for the completion of the shark bin project. The frames should be back from the engineer before Christmas and Geoff and Lyn are keen to finish the project before they leave. Locations for the bins are 2 @ skate park, 2 @ sharks oval, 1 @ library, 1 @ school, 1 @ boat club, 1 @ bowling club. Frames to be dyna bolted to existing cement areas and clubs/organizations will be responsible for emptying the bins alleviating the “who is going to empty them?” question.	

**Correspondence in:** request for donation DPS presentation night  
 Extension of time for Community safety and crime prevention initiative  
 Sponsorship request for Junior Cricket & Playgroup and Dampier Volunteer Fire brigade  
 Katrina’s resignation

**General business**

Item	Action	outcome
<b>Lions Park re-development through the new Shire Community Association Development scheme</b>	The Shire have granted \$200,000 for DCA to spend on community facilities, projects or events. This funding is to be on an annual basis. As Dampier is limited in what is maintained by the shire the committee felt it was a good idea to start with re developing the Lions Park. The community also voiced this at the recent forum. Some of the ideas put forward to be included are a space net or play equipment for older children, a children’s water park or wave pool, permanent holes/supports for the volleyball nets, more	<b>Jenny put forward the motion to up-grade lions park.</b>  <b>All agree</b>

	<p>picnic tables around the grounds, low level lighting for picnics and evening volleyball, new fencing around the perimeter and beautification (including garden beds). Some future ideas are to replace the existing toilet and add another BBQ. DCA will do the costings and work out the priority of the ideas that can be started this financial year with the others following on. Rachael &amp; Anna will put the proposal together as it needs to be submitted by Dec 7<sup>th</sup>. Caroline outlined and explained the process for the application form and is available to help with anything we need in relation to the forms or the application.</p>	
<b>Sponsorship requests</b>	<p>Dampier playgroup requesting sponsorship for Christmas party, presents for the children. Gift would be a book with sponsored by DCA inside.</p> <p>Karratha &amp; Districts junior cricket Association request for sponsorship to help with lighting costs over the 2010/11 season.</p> <p>Dampier Volunteer fire brigade request sponsorship for purchasing lollies to hand out on Christmas day</p>	<p><b>Agreed \$500</b></p> <p><b>Declined as this is not within DCA's guideline</b></p> <p><b>Committee agreed to \$100</b></p>
<b>Katrina's resignation</b>	<p>Katrina has given her resignation for year's end. She has enjoyed the experience of understanding the complex issues surrounding the 'normalization' of the town.</p>	<b>Accepted complete</b>
<b>Citizen of the year</b>	<p>Rose is still feeling the impact of the said recent events and at this stage would like to withdraw from the nomination. Everyone would still like her to accept the award for the work she has done and will continue to do for wildlife. All agree to leave it a few more days yet, before mentioning it again. Jenny will speak to her daughter Amanda and get her opinion on weather to convince Rose to accept the award.</p>	
<b>Write off bad debts</b>	<p>Katrina would like to know if she can write off some outstanding debts. They date back to 2007 to 2009.</p>	<b>All agree complete</b>
<b>Monetary support for Sports club playground</b>	<p>Ian put a proposal to the committee that we help out the sports club with replacing the playground that was taken down due to it being unsafe. As we are limited with projects this is one that we can help another group with. Katrina sent an email to the sports club committee to see if anyone had done any costings or proposals but everyone has been away or on holidays. Lynny suggested to Jenny to speak with Mark Saunders and see what they have planned so far.</p>	<p><b>All agree to the idea of financial support</b></p> <p><b>Jenny to follow up</b></p>

<b>Newsletter</b>	After discussion at the community forum it was agreed to put the 1800 number for Rio in the newsletter again advising people to ring this number for complaints/reports. Shire has limited jurisdiction in the town so please use the call number. The new opening hours of Roadrunner café are to be advertised as well as the feed back from the forum.	<b>complete</b>
<b>Nel's resignation</b>	Geoff and Lyn put in late apologies for tonight's meeting but would like to give their resignation from the committee due to the family relocating to Geraldton at the end of the year. They will see the bin project finished before they leave.	<b>complete</b>
<b>Re-vamping of the DCA</b>	The Rio Community Advisory Group is drifting at the moment and has become more an update session rather than an action group. With this in mind, John and Ian have discussed the DCA taking on more of a shire representation for the town especially now with the monetary amounts we will be eligible for from the shire. The DCA could have a shire representative as well as a Rio Tinto representative on the committee. This could happen by either making the committee bigger and re-writing the constitution or keeping the committee at 12 but include the rep's in this total. This idea can be discussed further at the AGM in the new year.	<b>ongoing</b>

Meeting closed: 8.45pm

**Quote**

**00003291**



Bill To: Dampier Project

Ship To: Dampier Project  
Proposal 2

PO Box 409  
WILLETTON WA 6955  
Phone (08) 9256 1560  
Fax (08) 9256 1561  
Mobile 0418 952 062  
Email info@playright.com.au  
www.playright.com.au

ACN 094 022 830  
ABN 50 877 629 326

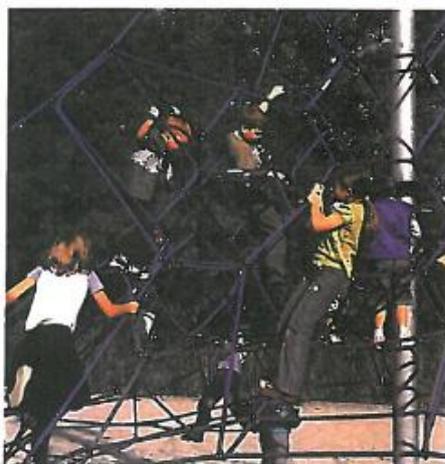
SALESPERSON	YOUR NO.	SHIP VIA	COLPPD	SHIP DATE	TERMS	DATE	PG.	
Robyn MANLEY					Net 30	06/12/2010	1	
QTY.	ITEM NO.	DESCRIPTION		PRICE (excl)	UNIT	DISC %	EXTENDED PRICE (incl)	CODE
1	COR3244	LARGE SPACENET - 7.4M Subtotal		\$64,720.00	ea		\$71,192.00 \$71,192.00	GST
12		RELOCATION, TRAVEL, ALLOWANCE AND ASSOC OUTSIDE METRO COSTS ETC		\$10,440.00			\$11,484.00	GST
10		FREIGHT CHARGE FROM PERTH TO DAMPIER TBA AT TIME OF PURCHASE DEPENDANT ON EQUIPMENT PURCHASED						GST
10		PLEASE NOTE THAT THIS THIS INSTALLATION REQUIRES 2 TRPS TO SITE TO COMPLETE THE INSTALLATION. THIS FIRST TRIP TO PREPARE AND POUR FOOTINGS FOR THE NET. THE FOOTINGS REQUIRE TO TO CURE FOR 3-4 WEEKS PRIOR TO THE INSTALL OF THE NET						GST
COMMENT		CODE	RATE	GST	SALE AMOUNT (GST Exclusive)	SALE AMOUNT	\$82,676.00	
TERMS & CONDITIONS APPLY		GST	10%	\$7,531.00	\$75,310.00	FREIGHT	\$165.00	GST
						GST	\$7,531.00	
						TOTAL	\$82,841.00	
						PAID TODAY	\$0.00	
Customer ABN:					<b>BALANCE</b>		<b>\$82,841.00</b>	
If Your Organisation Supports Electronic Banking, This Account May Be Settled By Direct Deposit To The Following Account: PlayRight Australia Pty Ltd TAS AMYANDLOR Family Trust, National Australia Bank, Booragoon. BSB 086 136 Account # 49339 3315.								

## Large Spacenet™

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This popular spacenet is, just like the Small Spacenet™ 3144, very versatile. The mesh size of 44 cm makes it suitable for a wide range of age groups.

The Large Spacenet™, however, has twice as many space cells, and with its greater ground area and height, it offers much more room for climbing.

Suitable age	Rope	Rope diameter	Mesh size	Space cells	Height	Floor space*	Fall height*	Need of concrete
5-12 years	461 m	22/23 mm	44 cm	10	7.40 m	11.00 x 11.00 m	max. 2.40 m	8.10 m <sup>2</sup>

\* Please ask for extra area requirement.  
Underground material has to be taken from the table in the annex.

**COROCORD® RAUMNETZ GMBH BERLIN**  
Eichborndamm 167 · D · 13403 Berlin · Phone +49 30.40 89 88 · 0 · Fax - 77 · www.corocord.com



<b>ALL PARK PRODUCTS</b> D A Christie Pty Ltd PO Box 279, Dromana VIC 3936 Ph: 1300 135 227 Fax: 1300 788 832 Email: sales@allpark.com.au ABN: 31 004 637 138			
<b>QUOTATION</b>			
Date:	December 8, 2010		
Quote Numbers:	JH101208D	Quote Validity:	30 DAYS
Payment Terms:	Full Payment with ORDER	Despatch (Approx.):	15 days from PAYMENT
Client:	Dampier Community Association	Client Contact:	Jenny Fox
Invoicing Address:		Phone:	0418 929 425
		Fax:	
		Email:	jfox@wastnet.com.au
Delivery Address:	Lions Park Dampier WA 6713	Delivery Contact:	
		Mobile:	
		Order No.:	
<b>PRODUCT DESCRIPTION</b>			
<b>To Supply &amp; Deliver the following:</b>			
<b>MOD-E-04-HE - ELECTRIC, 3 Module Bench &amp; Frame, 2 x 15amp High Efficiency S/Steel Hotplate Inserts, Push Button Control, Powdercoated Stainless Steel Door Assy. 6 CFC Panels &amp; Colour Inserts. Total Current Draw 30 Amps per unit.</b>		1	\$7,156.00
Standard Colours available: Frames & Doors: Dulux Aztec Silver (Antique Silver) Panel Colour: (Please Tick One) <input checked="" type="checkbox"/> Aztec Silver <input type="checkbox"/> Paperbark <input type="checkbox"/> Deep Ocean Blue <input type="checkbox"/> Wilderness Green <input type="checkbox"/> Pale Eucalypt			
<b>OPTIONAL KEYING ALIKE STANDARD:</b> Doors "Keyed Alike" to simplify service & maintenance.		1	\$27.00
Freight and Packaging via Standard Road Express Delivery VIA		1	\$865.00
		Sub Total <b>\$8,048.00</b> GST <b>\$804.80</b> <b>Total inc GST \$8,852.80</b>	
Pictorial representations only. Customer assembly required.			
<b>Summary of Terms &amp; Conditions: Please read our full Standard Terms &amp; Conditions of Contract attached.</b>			
1) All Park Products reserves the right to refuse the sale of any product if a price variation is not accepted. 2) All Park Products will not accept "holding" orders (unless order paid for in advance). 3) All Park Products will not store customer orders longer than 30 days. Orders not delivered within 30 days will incur additional costs at the customer's expense. 4) Delivery address supplied must be manned during normal business hours. If no-one in attendance, or not accepted for any reason, a second delivery fee will be incurred at the customer's expense. 5) Deliveries may require the use of a forklift. 6) Payment Terms: CASH CUSTOMERS - Full Payment required on placement of All Purchase Orders ACCOUNT HOLDERS - 30% payment upon acceptance of LARGE orders, balance payable on credit terms. 7) Cancelled Orders will attract a cancellation fee of: 20% of order value for BBQs: 50% of order value for all other orders.			
For further information on this quotation please contact: <b>Julie Houlahan on 0438 135 229.</b> Thank you for your enquiry, and we assure you of our best attention at all times.			
To accept this quotation, please provide your <b>official purchase order referencing this Quote Number</b> , or sign below and fax to 1300 788 832: <span style="float: right;">E &amp; O.E.</span>			
Signature	Printed Name	Date	

STANDARD TERMS AND CONDITIONS OF CONTRACT	
D A Christie Pty Ltd Trading as All Park Products (ABN 51 004 637 938)	
<p>The following terms and conditions of sale ("Terms of Sale") shall apply to and form part of any contract for the supply of goods and services ("Goods") by D. A. Christie Pty Ltd Trading as All Park Products ("the Company") to another party ("the Purchaser"). Unless varied in writing, these conditions shall apply to all contracts for the supply of Goods and prevail over any other terms proposed by the Purchaser at any time.</p>	
<p><b>1. QUOTATION</b></p> <p>1.1 No quotation given by the Company to the Purchaser shall constitute an offer or invitation to sell. Any order from the Purchaser to the Company for the supply of Goods shall not be binding upon the Company until accepted by the Company.</p> <p>1.2 Prices given in any quotation by the Company are applicable to that quotation only and will not apply in any other instance.</p> <p>1.3 The Company reserves the right to make any corrections to prices quoted due to clerical errors or errors of omission.</p> <p>1.4 Quotations are valid for a period of thirty (30) days from date of issue by the Company or as otherwise specified in the quotation, but, prior to acceptance, are subject to change or withdrawal at any time.</p>	
<p><b>2. PURCHASE ORDERS</b></p> <p>2.1 When ordering, an official order is to be submitted by the Purchaser to the Company quoting an order number or other means of identifying it, a full description of the Goods to be purchased and the delivery address. Reference to the Company's quote number to the Purchaser should also be made (where applicable).</p> <p>2.2 A contract shall only be or be deemed to have been entered into between the Company and the Purchaser for the supply of the Goods when the Purchaser's order has been accepted by the Company in writing or performance of it (whichever occurs first).</p>	
<p><b>3. PAYMENT TERMS</b></p> <p>3.1 The extension of credit to the Purchaser by the Company shall be at the sole discretion of the Company, and, where extended, the Company requires payment in full within thirty (30) days of invoice date or as otherwise specified on the invoice.</p> <p>3.2 When credit is not given by the Company to the Purchaser, payment in full is required upon the Company's receipt and acceptance of the Purchaser's purchase order.</p> <p>3.3 Notwithstanding extension of credit to the Purchaser, the Company may require a deposit upon acceptance of an order in which case acceptance of the order is conditional upon receipt of the deposit.</p> <p>3.4 The time specified for payment is of the essence.</p>	
<p><b>4. INDEMNITY</b></p> <p>Without prejudice to any other rights the Company may have against the Purchaser, and to the extent permitted by law, the Purchaser shall indemnify the Company for, and save it harmless from, any loss, damage or expense (including, without limitation, costs, whether or not the subject of a court order) incurred by it should the Purchaser breach any of these Terms of Sale or cancel any order or part thereof for the Goods after acceptance by the Company.</p>	
<p><b>5. DELIVERY</b></p> <p>5.1 Lead times for dispatch of product are for reference only and are subject to change.</p> <p>5.2 The Purchaser shall in its purchase order advise the Company of a nominated delivery point which is manned during normal business working hours.</p> <p>5.3 Notwithstanding the Purchaser's inability to accept delivery of the Goods, the Company is deemed to have delivered the Goods when they are made available for unloading at the Purchaser's nominated delivery point or have been loaded onto the Purchaser's collecting vehicle (as the case requires).</p> <p>5.4 Any costs incurred by the Company due to any failure by the Purchaser to accept the Goods at the time of delivery must be reimbursed by the Purchaser to the Company.</p> <p>5.5 The Company is not liable for any claims for non-fulfilment or late delivery of Goods or for any loss or damage (including consequential loss or damage) suffered by the Purchaser arising from delay in delivery or failure to deliver due to circumstances beyond the Company's reasonable control. The Purchaser must accept and pay for the Goods notwithstanding late delivery.</p>	
<p><b>6. STORAGE</b></p> <p>If the Company notifies the Purchaser that the Goods are ready for delivery and the Purchaser requests the Company to hold the Goods on its behalf, the Goods will be held by the Company at the Purchaser's risk, and the Company shall be entitled to charge storage fees in respect of the Goods so stored.</p>	
<p><b>7. CLAIMS</b></p> <p>7.1 The Purchaser shall inspect the Goods immediately upon delivery and, if the Goods are damaged, must give written notice to the Company within forty-eight (48) hours of the date of delivery. All other claims relating to the supply of Goods shall be advised in writing by the Purchaser to the Company within seven (7) days of the date of delivery or expected date of delivery.</p> <p>7.2 No Goods will be accepted for return by the Company unless agreed in writing by the Company prior to such return and then only upon conditions acceptable to the Company and at the Purchaser's entire risk as to loss or damage. Where the Company agrees to accept Goods for return, the Company's then current restocking charge, as varied from time to time, will be charged to the Purchaser and shall be payable immediately.</p> <p>7.3 Where the Company is responsible for carriage of goods the Company will replace free of charge goods lost or damaged in transit to the contractual point of delivery provided written notice of such damage is given to the Company within forty-eight (48) hours of delivery, or notice of such loss is given within seven (7) days of expected delivery.</p>	
<p><b>8. RETENTION OF TITLE</b></p> <p>8.1 Whilst the risk in the Goods passes on delivery, legal and equitable title remains with the Company until payment in full for all debts accrued or owed to the Company is made.</p> <p>8.2 If payment for the Goods is not made by the Purchaser by the due date specified to the Purchaser by the Company, then the Purchaser must return the Goods to the Company on demand. If the Purchaser does not return the Goods to the Company within 48 hours of the demand, the Company is hereby authorised to enter upon the Purchaser's premises at any time and do all things necessary to recover the Goods. The Purchaser shall be liable for all costs associated with the exercise by the Company of its rights under this clause, which shall be repayable on demand.</p>	
<p><b>9. WARRANTIES</b></p> <p>9.1 The Company warrants that the products manufactured by it are of merchantable quality. The warranty is not transferable and applies only to the original Purchaser. It does not cover faults which arise from negligent use or accident or misuse or damage or normal wear and tear or the use of the product for any purpose not intended by the Company.</p> <p>9.2 The Company's obligation under the warranty is limited to repairing or replacing those goods which are determined by the Company to be defective in workmanship and/or materials.</p> <p>9.3 The duration of the warranty is for a period of 12 months from date of delivery to the original Purchaser.</p> <p>9.4 The Company accepts no responsibility for repairs made other than by the Company or its accredited agent. Items used in the manufacture of the Company's products and items not of the Company's manufacture are sold subject to the warranty given by the manufacturer of those goods.</p> <p>9.5 No warranty is given by the Company in respect of obsolete stock sold at auction, second-hand equipment, or prototype equipment disposed of by the Company or its agents.</p> <p>9.6 This warranty does not apply to any of the Company's products which are modified in any way by any person other than a person authorised by the Company, including, but not restricted to, products tampered with, altered, modified, repaired, or not installed in accordance with the Company's published installation instructions. This warranty is in addition to and not in substitution for any warranty given by law.</p>	
<p><b>10. APPLICABLE LAW</b></p> <p>These terms and any contract between the Company and the Purchaser are governed by and will be interpreted in accordance with the laws of Victoria Australia.</p>	
<p><b>11. EXCLUSIONS AND LIMITATIONS</b></p> <p>Nothing in these conditions shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law (including the Trade Practices Act 1974 (Cth)) and which by law cannot be excluded, restricted or modified.</p>	

## modular series



standard configurations  
& options.

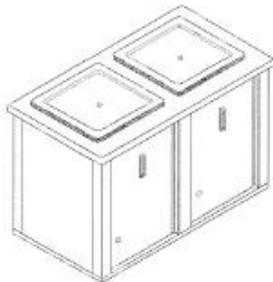


CHRISTIE

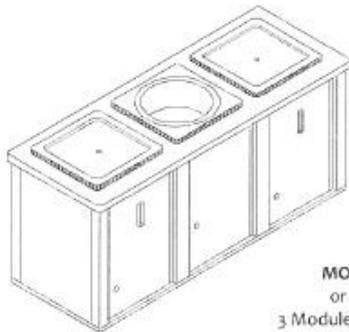
**STANDARD MODELS: ELECTRIC OR GAS**



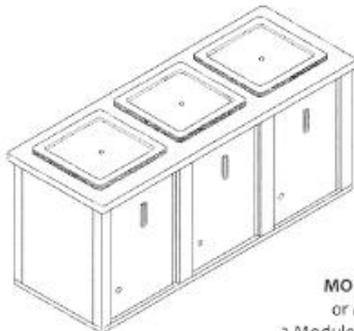
**MOD-E-01 (electric)  
or MOD-G-01 (gas)**  
1 Module Bench & Frame  
1 Hotplate Insert



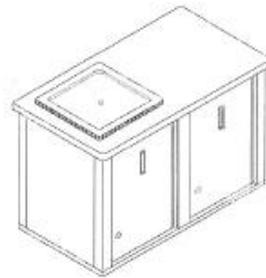
**MOD-E-03 (electric)  
or MOD-G-03 (gas)**  
2 Module Bench & Frame  
2 Hotplate Inserts



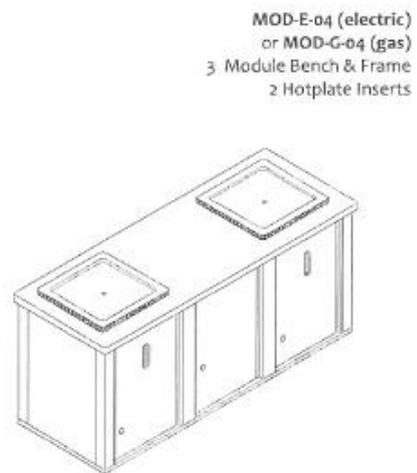
**MOD-E-05 (electric)  
or MOD-G-05 (gas)**  
3 Module Bench & Frame  
2 Hotplate Inserts. 1 Sink Insert



**MOD-E-06 (electric)  
or MOD-G-06 (gas)**  
3 Module Bench & Frame  
3 Hotplate Inserts



**MOD-E-02 (electric)  
or MOD-G-02 (gas)**  
2 Module Bench  
& Frame  
1 Hotplate Insert



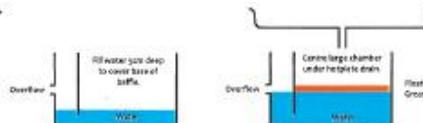
**MOD-E-04 (electric)  
or MOD-G-04 (gas)**  
3 Module Bench & Frame  
2 Hotplate Inserts

**GAS ONLY MODEL NOT ILLUSTRATED  
MOD-G-09**  
3 Module Bench & Frame. 1 Hotplate Insert.

### STANDARD CONFIGURATION:

- Frame:** High Strength Custom Aluminium Extrusion - Powdercoated.
- Insert Door:** 2mm Stainless Steel - Powdercoated.
- Insert Frame:** 1.5mm Stainless Steel - Powdercoated
- Benchtop:** 1.2mm Stainless Steel.
- Cladding:** 18mm Compressed Fibre Cement Backing Panels with 0.55mm Stainless Steel Facia Panels - Powdercoated.
  
- Electric Hotplate:** HE2005 High Efficiency Hotplate. Mono Pressed Stainless Steel with Laminated Heat Dispersion Coating. High contact Heating Element and All Stainless, Insulated Clamp Plate.
- Gas Hotplate:** Mono Pressed Stainless Steel with Laminated Heat Dispersion Coating. Power requirement for Controls - 12 volt D.C. ONLY. 1.25 Amp during ignition cycle, 60mA during balance of operation cycle, nil gas or current draw at rest.
- Operation:** Unit operates by pushing a door-mounted button in for approx 6 seconds, reducing the risk of children starting the unit.
- Colours:** Frame & Insert Doors - Dulux "Aztec Silver".  
 Facia Panels – Standard Colours: Dulux "Paperbark", Dulux "Deep Ocean", Dulux "Wilderness", Dulux "Pale Eucalypt", Dulux "Aztec Silver", Polished Stainless Steel (extra cost).  
 Benchtop – Polished Stainless finish.

- Baffled Fat Collection Tray:**  
 Designed for units installed out in the open.  
 Operates like a Grease Trap.  
 Separates water from fat.  
 Recommended for units with no shelter or lid.



- Disposable Bag System Fat Collection Tray:**  
 Recommended for units installed under a shelter or that have a lid on the hotplate.  
 Tray accepts special heavy-duty plastic bags. Makes cleaning simple.

### OPERATING FUEL – HOTPLATE INSERT:

- Electric:** Unit supplied to use 240-volt AC electricity, 15amp, 3.6kW per hotplate.
- L.P.G.:** Unit supplied to use uL.P.G. or Propane. Nominal Hourly Gas Consumption 18Mj/h per hotplate.  
 Test Point Gas Pressure 2.75kPa
- Natural Gas:** Unit supplied to use Natural Gas. Nominal Hourly Gas Consumption 14.5Mj/h per hotplate.  
 Test Point Gas Pressure 0.88kPa

### TIMING CONTROL POWER OPTIONS - GAS MODELS ONLY:

- Battery:** Unit is supplied with a 12vdc, 7amp/hour Sealed Lead Acid Battery & Charger.
- Mains:** Unit is supplied with a 240vac to 12vdc Regulated Power Supply (Battery Eliminator).

## OPTIONS FOR ELECTRIC & GAS MODELS:

### Optional Key Operated Hotplate:

Unit operates by a Key Switch mounted on the door. Operation is restricted to authorised persons whilst providing all safety features of other models. Also allows usage of the cooking facility to be charged for without the risk of theft or vandalism posed by coin operation.

### Safety Hinged Lid:

Stainless Steel Heat Resistant Hinged Lid. Designed to minimise the possibility of being burnt when the lid is closed even while the unit is operating (models ordered with a lid are automatically supplied with a Bag System Fat Collection tray). Not recommended for unsupervised locations.

### Hot Water Service:

Hot Water Heater for use with Sink Insert models. 25ltr Cylinder. 240vac, 2.4kW, 10amp.

### Access Door:

Provides access to the structure for storage or cleaning. (only where no other insert is installed)

### Keying Alike:

Where two or more units are ordered together we can provide all the access doors "keyed alike" to simplify service and maintenance. We can also key the doors to your Master Key or Security Key system.

### Polished Insert Door:

Insert Door is supplied in a Polished Stainless finish instead of the standard Powdercoated Stainless Steel finish.

### External Equipment Control:

Used to control external equipment such as Lighting and Exhaust fans. The external equipment will turn on when the unit starts and will stay on for a set amount of time after the appliance has stopped cooking. The extended time is adjustable from 2 to 30 minutes.

### Operation Hours Time Clock:

Prevents the appliance being used during certain hours, such as night time, etc.

### Frame Insert & Fascia Colours:

All colours listed on the Dulux Powdercoat Colour Chart are available for an Extra Cost.

## OPTIONS FOR GAS MODELS ONLY:

### Gas Bottle Auto Changeover Valve:

Connects 2 Bottles. Gas is drawn from the 1st bottle then automatically changes over to 2nd bottle when the 1st is empty. Tell-tale indicates when bottle empty.

### Solar Battery Charging Kit:

Solar Panel mounted on a Roof/Pole Bracket. Includes Regulator and Cable.

## DIMENSIONS:

### Bench Height:

Bench Height is 900mm for all Modular units.

### Bench Width:

750mm wide

### Bench lengths:

1 module - 750mm long. 2 module - 1390mm long. 3 module - 2035mm long.

### Slab Sizes:

Minimum - 50mm smaller than Bench size.  
It is recommended the slab extend 450mm past the Bench size on all sides for users to stand upon.

### Hotplate:

Overall Size 540x540mm. Total Cooking Area 440x440mm. Effective Cooking Area 440x440mm.

D.A.Christie Pty Ltd 12-14 Brassier Avenue, P.O. Box 279 Dromana, Victoria, 3936 Australia  
www.dachristie.com.au P: +61 3 5981 0144 F: +61 3 5981 0381 [sales@dachristie.com.au](mailto:sales@dachristie.com.au)

## ATTACHMENT 2 - ROEBOURNE ADVISORY COMMITTEE ANNUAL COMMUNITY ASSOCIATION DEVELOPMENT SCHEME APPLICATION

RECEIVED  
7 DEC 2010

### The Shire of Roebourne's Roebourne Advisory Committee

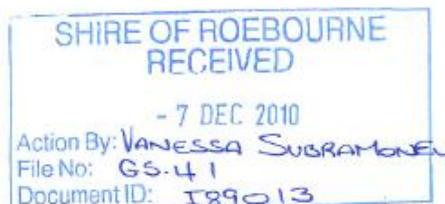
c/- Box 216

Roebourne 6718

Contacts: Elizabeth Smith

Dr. Jan Kapetas

6<sup>th</sup> December 2010



Dear Members of the Shire of Roebourne Council,

Thank you for inviting our Roebourne Advisory Committee to submit an application for funding to carry out projects and programs that respond to the expressed needs and aspirations of our community.

In order to canvas community needs and aspirations, our Committee advertised the availability of these funds in the MilliMilli Ieramagardu in both October and November, inviting community members to present ideas for consideration by the Committee. We also actively canvassed diverse community members of all ages and local service providers and not-for-profit organizations in order to ensure that our application for funding is both responsive to community needs and supported by our community.

As outlined in our application, the key factors we are responding to are:

- The need for a central information noticeboard where up-to-date and regular community-based health, education, youth and other programs and events can be advertised. The Post Office site for the noticeboard was selected as the Post Office is the most visited place in our town.
- The need to bring our often fragmented community together on a regular basis in an atmosphere of goodwill and friendship. Themed monthly events will enable local community sectors, groups, associations, and not-for-profit organizations opportunities to hire performers and audio/visual equipment, organize stalls, & pay for lighting and venues and provide high quality community engagement and revitalizing activities. Community groups will be encouraged to use these events to train young people in coordination and leadership roles. The availability of funding assistance for events, and an event calendar will be widely advertised and managed by the RAC.
- The "Lights On" project responds to widespread community concern for the safety, anti-social behaviour and wellbeing of younger members of our community who often do not have a good home environment in which to spend their weekend evenings. We are negotiating a program of coordinated sporting and recreational activities that will be made available on "Lights On" evenings by the Dept. of Sport and Recreation, Yaandina Youth Officers, the PCYC, and local sporting groups. We believe the "lights On" program will have significant benefits for our community.
- The Chooky Dancers recently performed in our community and at the Roebourne Regional Prison as part of the Desert REAF Festival, and

stayed on for a further 2 days. During their visit, the Group discussed the real health, behaviour and and community and cultural wellbeing that had evolved on Eloho Island through the establishment of their dance group. Not only was the audience of 600 inspired by their performance in October, young people and community Elders, families and youth called for an opportunity for a longer term return visit by the ChookyDancers so that everyone could learn from them. Ngarluma, Yindjibarndi and other Aboriginal cultural groups have long recognized the need to sustain Aboriginal cultures in the west Pilbara for otherwise, our young people lose their way, lose self-confidence, and accept the negative stereotyping of themselves and their people – resulting in poor school performance, reckless and risky behaviours, and high levels of petty crime and incarceration. The community believes that dance and life skills workshops by role models of the caliber of the ChookyDancers, will be very helpful to our community, and has the capacity to be a pivotal action in turning around negative behaviour.

#### Risk Management Strategy

Funding and management will come under the Shire's Risk Management Guidelines as RAC are an advisory committee, and not an incorporated body. Funds will remain with the Shire of Roebourne and released only upon the completion of event plans, and/or presentation of Tax Invoices. The Roebourne Advisory Committee will take responsibility for carrying forward and completing programs and projects on-time and on-budget. RAC will report on progress on a monthly basis. RAC will be advised by and responsive to Council Guidelines regarding Events Management.

The Income & Expenditure Budgets have been completed. The RAC Committee Meeting Minutes for December 1<sup>st</sup> 2010 (held by Debra Woods at the Shire of Roebourne) show that the Application was approved by the Committee.

#### Letters of Support and Expressions of Support

The Timeline for Progressive Payments has been outlined, together with costings, have been provided.

Please do not hesitate to request further information, if required.



Dr. Jan Teagle Kapetas  
for the Shire of Roebourne Roebourne Advisory Committee.



## Annual Community Association Development Scheme 2010 / 2011

### APPLICATION COVER SHEET

Grant Reference Number: ACS/ \_\_\_\_\_

#### APPLICANTS DETAILS

*Elizabeth Smith, Josie Baron, Marion Cheedy, Jan Teagle  
Kapetas, Jack Shaw, Maureen Whitby*

COMMUNITY ASSOCIATION: Roebourne Community Advisory Committee

CONTACT PERSON FOR PROJECT: Dr. Jan Teagle Kapetas

POSITION HELD: Committee Member

POSTAL ADDRESS: PO Box 216, Roebourne WA 6162

TELEPHONE: 08 9182 1497

MOBILE: 0427 086 168

AUSTRALIAN BUSINESS NUMBER: ABN:- 83 812 049 708 (Shire of Roebourne administers this grant)

ARE YOU REGISTERED FOR GST? YES  NO

TOTAL AMOUNT REQUESTED: \$99,860 - 00

**PLEASE read the Annual Community Association Development Scheme Guidelines before completing this application. Appropriate supporting documentation must be attached with this application form.**

Queries should be directed to:  
Debra Woods - Divisional Administration Officer Community Services on 9186 8577.  
Guidelines can be requested from our Community Development Team  
Ph: 9186 8555 Fax: 9185 1626  
Postal: PO Box 219, KARRATHA WA 6714

## **SECTION 2 - PROJECT/ACTIVITY DETAILS**

### **1. PROPOSED PROJECT, EVENT, ACTIVITY OR SERVICE**

Please provide a brief summary of the activity/project that you are planning to undertake.

*Roebourne residents are most concerned about ensuring that all members of our community are able to be engaged in making our town a safe, attractive, inclusive and wonderful place to live and bring up our families, and care for our elderly. Most importantly, we want to build local capability, to support and celebrate our youth, and our cultural, arts, educational and sporting achievements in ways that build the resilience and strength of every community member. Our application for funding December 2010-June 2011 focuses upon (i) ensuring our youth have safe and enriching environments in which to spend their leisure until the construction of the planned Roebourne Youth Centre, (ii) providing events and activities that can bring all of our community members together for a series of monthly community events, (iii) providing an appropriately placed community notice board that will ensure that everyone local knows what is planned and happening locally; and (iv) Provide culturally enriching dance skills program featuring members of the Chooky Dance Group - that will result in a NAIDOC Week performance by local youth and adults. The Committee believes these activities and projects will really contribute to our sense of community and belonging to community.*

*In particular, we are applying for funds to:*

- Construct a community notice board next to the Roebourne Post Office - a place where all Roebourne families will see community notices. (Currently available notice board sites (store/BP) are not visited by many residents, with the result that health & educational programs, cultural events, sporting events etc. often lack audiences and/or participants.) Our Committee has selected a design that fits with the Heritage values of the Post Office and the rest of the Roebourne Heritage Precinct.*
  - Keep the basketball court/oval lights on for 3 x hours on 3 nights per week (between 7-10pm) to provide a safe and lively place for youth & children to participate in supervised and unsupervised activities. (The Dept. Sport & Recreation and the PCYC/Yaandina Youth officers will facilitate activity programs for young people).*
  - Organize and co-ordinate 6 x themed Community Events that will ensure families are able to enjoy shared time together (examples: Youth Performance Night/ Culture Nights / Film Nights/ Sporting Nights / Music Nights. Events will be co-ordinated by local Volunteers, Organizations and the RAC committee. A key aspect of the event coordination will be the mentoring of young leaders and trainees in the processes of organizing events.*
  - To provide an enriching 14xday youth cultural dance skills program featuring Chooky Dancer mentors that will result in Roebourne Youth Dance Event in NAIDOC Week 2011.*
- 

### **2. COMMUNITY BENEFITS**

If approved, describe how this project will benefit your broader community.

*In 2009, Roebourne was recognized by the Department of Aboriginal Affairs as an Aboriginal community at risk. The intergenerational troubles and long term neglect of our town and its satellite Aboriginal communities of Cheeditha and Mingullatharndo have been widely recorded - our history of multiple losses of sacred country, intergenerational impoverishment due to being forced to leave stations and live on the Roebourne Reserve, unemployment, widespread illness and early death due to poverty, continuing disparagement of our cultures, poor quality,*

*overcrowded housing that up to 5 families are forced to occupy, homes where heavy drinking affects the lives of children and everyone else in those streets, causing our children to fail at school and fail to attend school, high levels of imprisonment, family violence - promises of improved support that evaporate or prove to be short term pilot projects that do not deliver... For more than 40 years, many people in our community have worked hard to bring beneficial change, volunteering thousands of hours to community support activities - yet the fractures remain and our lives of many of our children are not improving.*

*This application seeks to ensure the delivery of beneficial programs that have been widely discussed with community, and which have wide support. - Providing lighting to the basketball courts on 3 nights per week will ensure that children and youth have a safe place to be, and a place to be involved in sporting activities that contribute to their health and wellbeing.*

*- Cultural Dance Workshops facilitated by the Chooky Dancers will assist in re-building cultural confidence among the Youth in our community. The Chooky Dancers were established to address youth crime and alcohol dependence, and have been successful in turning around the situation in their Elcho Island community. Their recent visit to Roebourne made a vital impact upon our community, and there is a very widespread desire to bring them back to work with our young people.*

*- A regular program of community gathering events will assist in healing some of the fractures that exist between families, and provide opportunities for community members and community organizations to work together to build community spirit. Local Roebourne community associations that have little capacity to apply for funding, will be encouraged to seek support via RAC for value adding to their events and programs.*

*- The Community Notice Board will ensure that all members of the community will know what is planned by the multiple service organizations and local cultural, educational and health groups - which will assist in ensuring better participation and a more committed and engaged community.*

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### **3. TIMEFRAME**

**When are you proposing to undertake this activity/project?**

*Start Date: \_January 3<sup>rd</sup> 2011 End Date: June 30<sup>th</sup> 2011*

**Please include a timeline/schedule of the activity/project.**

- 1. Construction of the Community Notice Board - the Board will be ordered by the Roebourne Advisory Committee in February 2011. Construction will follow as soon as practical. Completion expected by May 2011.*
- 2. Chooky Dancers Workshops - We anticipate engaging the Chooky Dancers to facilitate workshops in the April school holidays 2011. On-going dance workshops will be facilitated by community volunteers.*
- 3. Community Events will be held at least once a month - with the possibility of more. Community Organizations and Services will be advised of the availability of funding and community volunteer support to carry out their community engagement and celebration events.*
- 4. We would like to initiate the Basketball Courts/Oval "Lights On" program from early January through to June 30<sup>th</sup>.*

Annual Community Association Development Scheme 2010/11  
Applications close 7 December 2010 - Page 3 of 8

### SECTION 3 - FINANCIAL DETAILS

#### 1. FUNDING PARTNERS

Please list any other sources you have been successful securing funding from and the amounts

*In-kind Support for Youth Activity Nights at the Basketball Courts has been promised by (i) the Dept. Sport and Recreation (2) PCYC and Yaandina Youth Service officers (3) NBAC*

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*In-Kind Support for Events has been promised by (1) Juluwarlu (2) Yaandina Youth Officers and PCYC officer (3) The Maori Cultural Group*

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*We will be seeking partnership support from Ngarluma Aboriginal Corporation and the Ngarluma Yindjibarndi Foundation Ltd. - both in-kind (ie provision of buses to pick up people for events) and financial support*

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Please outline how your Association will raise any additional funds should the Shire's funding be insufficient to cover the full project cost. Please note the Shire will not contribute to any shortfall.

*We do not expect that there will be shortfalls. However, Cultural Funding Support will be sought from FACSIA; the WA Dept. Culture & the Arts; the Australia Council; and local Resource and Contractor Companies to extend the value of the Shire's support to our community.*

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*We will not anticipate or expect further funding from the Shire to cover any shortfall.*

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#### 2. ACKNOWLEDGEMENT OF FUNDING

Please outline all methods you would use to acknowledge the support you have received from the Shire.

*1. The Community Notice Board will have signage acknowledging the Shire of Roebourne's assistance. An article will be placed in the local media.*

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*2. We will undertake joint media promotion with the Shire relating to the "Lights On" program.*

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*3. All promotional materials relating to the Chooky Dancer Cultural Dance project will feature our appreciation of the support of the Shire of Roebourne. Announcements will be made at workshops and the proposed cultural dance event that highlight the contribution made by the Shire.*

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*4. Community Events will be widely advertised using the Shire Logo and noting Shire Financial support. We will also undertake joint media promotion with the Shire. Appropriate announcements will be made at Events, and the Shire's banners featured.*

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Annual Community Association Development Scheme 2010/11  
Applications close 7 December 2010 - Page 5 of 8

**3. BUDGET DETAILS**

List all the expenditure and income details relating specifically to your activity/project that you are seeking assistance for. Please attach your budget and also a funding timeline indicating dates and amounts that progressive project payments are due.

EXPENDITURE		INCOME	
ITEMS	TOTAL COSTS	ITEMS	TOTAL COSTS
Basketball Court Lighting x 9 hours per week x 26 weeks @ \$40 per hour plus venue hire fees (\$500)	\$9,860-00	In-Kind support Dept. Recreation & Sport & Yaandina Youth Officers	In-Kind
4 x Chooky Dancer Mentors for 2 weeks to teach dance skills (April School holidays) based on costs of their Desert REAF Festival Visit (with dancers being lodged with local families for the duration).	\$45,000	Should there be a shortfall applications will be made to Roebourne Rejuvenation Project/DIA/Reconciliation WA/Resource & Construction Companies	No shortfall anticipated
Event 1 - January	\$5,000	Organizations will be encouraged to contribute in-kind planning, coordination and management to Events valued at \$2,000 per Event	In-kind
Event 2 - February	\$5,000	As Above	In-Kind
Event 3 - March	\$5,000	As Above	In-kind
Event 4 - April	\$5,000	No Income	-
Event 5 - May	\$5,000	Shire of Roebourne	\$99,860
Event 6 - June	\$5,000	<b>TOTAL COSTS</b>	<b>\$99,860</b>
Construction of Community Notice Board	\$15,000		
<b>TOTAL COSTS</b>	<b>\$99,860</b>		

TOTAL INCOME \$\_99,860-00\_\_\_\_\_

TOTAL EXPENDITURE \$\_99,860-00\_\_\_\_\_

TOTAL AMOUNT REQUESTED FROM COUNCIL \$\_99,860-00\_\_\_\_\_

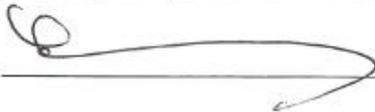
**2. DECLARATION**

I hereby certify that I have been authorised by the President:

**Association:** Shire of Roebourne, Roebourne Advisory Committee

The information contained herein, is the best of my knowledge, true and correct.

**Name of President:** Mr. Gary Bailey

**Signature:** 

**Date:** 4<sup>th</sup> December 2010

**Please Note:** The application form must be signed by the President/Chairperson to be accepted.

**APPLICANT CHECKLIST**

**Before you submit your application, please ensure you have:**

- Spoken to the Shire's Senior Community Development Officer
- Attached a detailed project brief outlining proposed event, activity service or project including:
  - Identified benefits to the broader community
  - Outline of the Association's risk management strategy
  - Financial sustainability should the project will have ongoing costs
  - Outline of any additional funding support
  - Income and expenditure budget
  - Forecast timeline for progressive payments
  - Demonstrated that the Association has capacity to deliver the project outcomes
- Attach a copy of Association's minutes, demonstrating that the project has been endorsed by the Association
- Ensure the Association President/Chair has signed the application cover sheet
- Ensure the project can be completed and acquitted by 30 June 2011

<b>OFFICE USE ONLY</b>	
ACKNOWLEDGED (date):	_____
COUNCIL MEETING (date):	_____
COUNCIL RESOLUTION	_____
RESULT	_____

<i>ACQUITTAL DUE DATE</i>	_____
<i>MONIES SENT</i>	



**ATTACHMENT 3 - WICKHAM COMMUNITY ASSOCIATION ANNUAL COMMUNITY ASSOCIATION DEVELOPMENT SCHEME APPLICATION**

7: DEC. 2010 15:07

VINCENT CATANIA MLA

NO. 757 P. 1



RECEIVED

- 7 DEC 2010

Shop 27,  
Karratha City Shopping Centre  
KARRATHA WA 6714  
PO Box 1640  
Tel: (08) 9144 4113  
Fax: (08) 9144 115  
Free Call: 1800 199 347

Shop 14,  
Carnarvon Central Shopping Centre  
CARNARVON WA 6701  
PO Box 1000  
Tel: (08) 9941 2999  
Fax: (08) 9941 2666  
Free Call: 1800 627 668  
Email: northwest@mp.wa.gov.au

**OFFICE OF  
VINCENT CATANIA MLA  
Member for North West**

Fax cover sheet plus 5 pages

To: Vanessa

From: Fiona White-Hartig

SHIRE OF ROEBOURNE  
RECEIVED  
- 7 DEC 2010  
Action By: VANESSA SUBRAMONEY  
File No: GS.41  
Document ID: I89012

Fax No 91851626 Date 07/12/2010

Re: Wickham Community Association – Community Association Development Scheme



# Annual Community Association Development Scheme 2010 / 2011

## APPLICATION COVER SHEET

Grant Reference Number: ACADS/ \_\_\_\_\_

### APPLICANTS DETAILS

COMMUNITY ASSOCIATION: WICKHAM COMMUNITY ASSOCIATION

CONTACT PERSON FOR PROJECT: FIONA WHITE-HARTIG

POSITION HELD: CHAIRPERSON

POSTAL ADDRESS: PO BOX 165, WICKHAM WA 6720.

TELEPHONE: DAY: \_\_\_\_\_

MOBILE: 040 9324630.

AUSTRALIAN BUSINESS NUMBER: ABN:- 424 278 289

ARE YOU REGISTERED FOR GST? YES  NO

TOTAL AMOUNT REQUESTED: \$ 100,000.00.

**PLEASE** read the Annual Community Association Development Scheme Guidelines before completing this application. Appropriate supporting documentation must be attached with this application form.

Queries should be directed to:  
Debra Woods – Divisional Administration Officer Community Services on 9186 8577.  
Guidelines can be requested from our Community Development Team  
Ph: 9186 8555 Fax: 9185 1626  
Postal: PO Box 219, KARRATHA WA 6714

Annual Community Association Development Scheme 2010/11  
Applications close 7 December 2010 - Page 1 of 5

7 DEC. 2010 15:07

VINCENT CATANIA MLA

NO. 757 P. 3

**SECTION 2 – PROJECT/ACTIVITY DETAILS**

**1. PROPOSED PROJECT, EVENT, ACTIVITY OR SERVICE**

Please provide a brief summary of the activity/project that you are planning to undertake.

THE WICKHAM COMMUNITY ASSOCIATION (WCA) WOULD LIKE TO UPGRADE THE PICTURE GARDEN THEATRE

THE UPGRADE WOULD INVOLVE THE INSTALLATION OF A STAGE (POWERED), REPLACEMENT OF THE FENCING, INSTALLATION OF A NEW TICKET BOX, SUPPLY AND CONSTRUCT A NEW STORAGE SHED, IMPROVE THE LIGHTING & POWER AND TO INSTALL TABLES/SEATING AND LANDSCAPE THE AREA NEAR THE KIOSK.

**2. COMMUNITY BENEFITS**

If approved, describe how this project will benefit your broader community.

THE PICTURE GARDEN THEATRE IS CURRENTLY UTILISED EVERY FRIDAY & SECOND SATURDAY NIGHT. THE UPGRADE WILL ALLOW THE FACILITY TO BE USED FOR EVENTS SUCH AS BANDS, PRESENTATION EVENINGS AND PRIVATE FUNCTIONS. THE UPGRADE WILL MAKE THE VENUE MORE FUNCTIONAL & USER FRIENDLY AS A MULTI-USE FACILITY.

**3. TIMEFRAME**

When are you proposing to undertake this activity/project?

Start Date: JAN 2011 End Date: JAN 2012.

Please include a timeline/schedule of the activity/project.

JAN 2011 - STAGE 1. INSTALL TICKET BOX AND STORAGE SHED

THE REMAINDER OF THE PROJECT IS DEPENDENT ON WHEN ADDITIONAL GRANT MONEY IS RECEIVED.

7 DEC 2010 15:08

VINCENT CATANIA MLA

NO. 757 P. 4

**SECTION 3 – FINANCIAL DETAILS**

**I. FUNDING PARTNERS**

Please list any other sources you have been successful securing funding from and the amounts

THE NCA HAVE ALREADY RECEIVED APPROXIMATELY \$100,000.00 OF IN KIND SUPPORT FOR THE PICTURE GARDEN THEATRE FROM RIO TINTO. RIO TINTO HAVE REPLACED THE KIOSK, PROTECTION ROOM AND UPGRADED THE PATHS AND CARPARK.

Please outline how your Association will raise any additional funds should the Shire's funding be insufficient to cover the full project cost. Please note the Shire will not contribute to any shortfall.

THE NCA WILL APPLY FOR FUNDING, IF REQUIRED THROUGH THE ROYALTIES FOR REGIONS GRANTS AVAILABLE THROUGH THE ALBACA DEVELOPMENT COMMISSION.

**2. ACKNOWLEDGEMENT OF FUNDING**

Please outline all methods you would use to acknowledge the support you have received from the Shire.

THE NCA IS HAPPY TO PLACE A SPONSORSHIP SIGN ON THE PICTURE GARDEN FENCE TO ACKNOWLEDGE THEIR SPONSORSHIP (SOR).

7. DEC. 2010 15:08

VINCENT CATANIA MLA

NO. 757 P. 5

**3. BUDGET DETAILS**

List all the expenditure and income details relating specifically to your activity/project that you are seeking assistance for. Please attach your budget and also a funding timeline indicating dates and amounts that progressive project payments are due.

EXPENDITURE		INCOME	
ITEMS	TOTAL COSTS	ITEMS	TOTAL COSTS
FENCE REPLACEMENT.		SHARE OF ROSEBAGINE.	100,000.00
TICKET BOX, STORAGE RIED		ROYALTIES FOR REGIONAL	
STAGE, SEATING, LANDSCAPING		(PDC GRANT)	200,000.00
LIGHTING & POWER.	261,000.00		
SOUND SYSTEM UPGRADE.	39,000.00		
<b>TOTAL COSTS</b>		<b>TOTAL COSTS</b>	300,000.00

TOTAL INCOME

\$ 300,000.00

TOTAL EXPENDITURE

\$ 300,000.00

TOTAL AMOUNT REQUESTED FROM COUNCIL

\$ 100,000.00 .

**2. DECLARATION**

I hereby certify that I have been authorised by the President:

Association: NICKHAM COMMUNITY ASSOCIATION

The information contained herein, is the best of my knowledge, true and correct.

Name of President: FIONA WHITE-HARTIG

Signature: *Fiona White-Hartig*

Date: 7.12.2010.

Please Note: The application form must be signed by the President/Chairperson to be accepted.

Annual Community Association Development Scheme 2010/11  
Applications close 7 December 2010 - Page 4 of 5

7. DEC. 2010 15:08

VINCENT CATANIA MLA

NO. 757 P. 6

**APPLICANT CHECKLIST**

**Before you submit your application, please ensure you have:**

- Spoken to the Shire’s Senior Community Development Officer
- Attached a detailed project brief outlining proposed event, activity service or project including:
  - Identified benefits to the broader community
  - Outline of the Association’s risk management strategy
  - Financial sustainability should the project will have ongoing costs
  - Outline of any additional funding support
  - Income and expenditure budget
  - Forecast timeline for progressive payments
  - Demonstrated that the Association has capacity to deliver the project outcomes
- Attach a copy of Association’s minutes, demonstrating that the project has been endorsed by the Association
- Ensure the Association President/Chair has signed the application cover sheet
- Ensure the project can be completed and acquitted by 30 June 2011

<b>OFFICE USE ONLY</b>	
ACKNOWLEDGED (date):	
COUNCIL MEETING (date):	
COUNCIL RESOLUTION	
RESULT	
ACQUITTAL DUE DATE	
MONIES SENT	



Wickham Community Association Inc  
PO Box 165 Wickham WA 6720  
ABN: 424 278 289

**MEETING MINUTES 16<sup>TH</sup> NOVEMBER 2010**

Meeting Opened: 7.45pm

Present: Kirsty Stone, Fiona White-Hartig, Karen Cullen, Ruth Ellis, Wayne Lee

Apologies: Ann Flynn, Eric McNally, Father Pocock

General Business:

1. **Garden Competition:** The judging has been completed and winners will be announced at the Community Awards/ Thank A Volunteer evening.
2. **Thank you Volunteer Night:** Saturday December 11<sup>th</sup> for the thank you volunteer night and citizenship. Closing date for nominations is the 26<sup>th</sup> of November 2010. Fiona and Kirsty to action
3. The WCA has given 'in principle' support to investigate ownership of the proposed new community centre/youth group. Fiona to continue negotiations with Rio Tinto and funding bodies.
4. **Picture Garden Theatre:** All of the committee members voted to use the \$100,000.00 from the Shire of Roebourne towards the Picture Garden upgrade. Fiona to organize a quote for the works from Karratha Contracting.
5. Community bus is due soon. Fiona to contact Lotterywest for the remainder of the funding.
6. A girl's night under the stars is on the 30<sup>th</sup> November. Movie still to be confirmed. Entrance fee will go towards breast cancer. This event did not happen due to unforeseen circumstances.
7. Invoice Rio Tinto second payment of \$7500 . Ruth has done this.
8. Public liability to increase to 20 million when renewal is due. Ruth to follow up.
9. AGM to be held on Tuesday 14<sup>h</sup> November 2010. The financial report will be tabled at the AGM.

Meeting closed: 8.45pm



**Exclusions**

- Digging in hard rock.
- This does not allow for and distribution board upgrades or power supply issues.
- Any unforeseen work arising.

**Todd McKay**  
**Building Supervisor**  
*Karratha Contracting*  
*P. 9144 4705 F. 9185 2001 M. 0427 778 616*  
*E. [building2@kcpl.net.au](mailto:building2@kcpl.net.au)*  
*W. [www.kcpl.net.au](http://www.kcpl.net.au)*



**ATTACHMENT 4 - POINT SAMSON COMMUNITY ASSOCIATION ANNUAL  
COMMUNITY ASSOCIATION DEVELOPMENT SCHEME APPLICATION**



**Annual Community Association  
Development Scheme  
2010 / 2011**

**APPLICATION COVER SHEET**



Grant Reference Number: ACADS/ \_\_\_\_\_

**APPLICANTS DETAILS**

COMMUNITY ASSOCIATION: Point Samson Community Assos.

CONTACT PERSON FOR PROJECT: Anita Cheeseman

POSITION HELD: Secretary

POSTAL ADDRESS: P.O. Box 93 Wickham 6720

TELEPHONE: DAY: 08 91871185

MOBILE: 0407 088 061

AUSTRALIAN BUSINESS NUMBER: ABN- 5 057 935 761

ARE YOU REGISTERED FOR GST? YES  NO

TOTAL AMOUNT REQUESTED: \$ 100 000=

**PLEASE** read the Annual Community Association Development Scheme Guidelines *before* completing this application. Appropriate supporting documentation must be attached with this application form.

Queries should be directed to:  
Debra Woods – Divisional Administration Officer Community Services on 9186 8577.  
Guidelines can be requested from our Community Development Team  
Ph: 9186 8555 Fax: 9185 1626  
Postal: PO Box 219, KARRATHA WA 6714



**SECTION 3 – FINANCIAL DETAILS**

**I. FUNDING PARTNERS**

Please list any other sources you have been successful securing funding from and the amounts

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Please outline how your Association will raise any additional funds should the Shire's funding be insufficient to cover the full project cost. Please note the Shire will not contribute to any shortfall.

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**2. ACKNOWLEDGEMENT OF FUNDING**

Please outline all methods you would use to acknowledge the support you have received from the Shire.

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**3. BUDGET DETAILS**

List all the expenditure and income details relating specifically to your activity/project that you are seeking assistance for. Please attach your budget and also a funding timeline indicating dates and amounts that progressive project payments are due.

EXPENDITURE		INCOME	
ITEMS	TOTAL COSTS	ITEMS	TOTAL COSTS
<b>TOTAL COSTS</b>		<b>TOTAL COSTS</b>	

TOTAL INCOME \$ \_\_\_\_\_  
 TOTAL EXPENDITURE \$ \_\_\_\_\_  
 TOTAL AMOUNT REQUESTED FROM COUNCIL \$ \_\_\_\_\_

**2. DECLARATION**

I hereby certify that I have been authorised by the President:

Association: *Cheeseman - A. CHEESEMAN SECRETARY*  
*PSCA.*

The information contained herein, is the best of my knowledge, true and correct.

Name of President: *Kim Head.*

Signature: *[Signature]*

Date: *02/12/2010.*

**Please Note:** The application form must be signed by the President/Chairperson to be accepted.

Annual Community Association Development Scheme 2010/11  
 Applications close 7 December 2010 - Page 4 of 5

**APPLICANT CHECKLIST**

**Before you submit your application, please ensure you have:**

- Spoken to the Shire’s Senior Community Development Officer
- Attached a detailed project brief outlining proposed event, activity service or project including:
  - Identified benefits to the broader community
  - Outline of the Association’s risk management strategy
  - Financial sustainability should the project will have ongoing costs
  - Outline of any additional funding support
  - Income and expenditure budget
  - Forecast timeline for progressive payments
  - Demonstrated that the Association has capacity to deliver the project outcomes
- Attach a copy of Association’s minutes, demonstrating that the project has been endorsed by the Association
- Ensure the Association President/Chair has signed the application cover sheet
- Ensure the project can be completed and acquitted by 30 June 2011

<b>OFFICE USE ONLY</b>	
ACKNOWLEDGED (date):	_____
COUNCIL MEETING (date):	_____
COUNCIL RESOLUTION	_____
RESULT	_____
	_____
ACQUITTAL DUE DATE	_____
MONIES SENT	_____

Point Samson Community Association

MINUTES  
Po Box 93, Wickham 6720



Annual Community Association Development Scheme  
2010 – 2011

Application Sheet

SECTION 2 – PROJECT/ACTIVITY DETAILS

1. Proposed project, event, activity or service:

The Point Samson Community Association (PSCA) proposes 2 projects:

- a. **Hall alteration (store room) to Point Samson Community Hall.** We will enclose an unused area under the hall's veranda. This will create a safe & secure storage area for the hall equipment such as tables, chairs, PA system & fans. A roller door will be added for access when utilizing tables & chairs outside. The interior door will be maintained providing easy access to the disabled toilet. The fill in of the window (East side, will become enclosed with alteration) will give added wall space for the positioning of a new presentation system the PSCA will purchase, install & maintain.
- b. **Second Stage of Centenary Park.** This stage plans to add many historic, artistic & environmental elements to an already visually appealing & well visited park! The park will include several new sculptures, landscaping, use of some of the old Samson Jetty pylons, lighting, added pavers (paid by individuals and shipped over by the PSCA) and information signs for the whale, turtles (institute) & Manta Rays (proposed). Many of the items that were planned for the first stage of Centenary Park were not delivered such as, 6 rock piles, cement plinths for both sculptures, 3000 plants that were reduced to 150 plants & large rocks that filled the drain off Vitenbergs Drive.

2. Community Benefits:

- a. Hall alterations provide storage & create added internal space. It will add appeal to the corporate & private sector seeking to use the amenity. Hiring of the Community Hall assists the PSCA to raise funds necessary to maintain & enhance the hall (2009 new tables & chairs were purchased by the PSCA). The funds are also utilized to support our community during regular clean up days & Children's entertainment (Halloween Party & Children's Christmas Party that the PSCA organise & finance)
- b. Second Stage Upgrade of Centenary Park. Will help the PSCA achieve the desired outcomes towards completing the original plans for this once unusable, overgrown & visual unappealing land. The lighting will provide security & safety to the area for the whole of the community. The proposed additional sculptures to the park will encourage tourist & locals from surrounding towns to visit & possibly come again! The proposed signs are beneficial in educating individuals of our wonderful marine life, how we maintain & protect it. The PSCA are expending raised funds to develop a Point Samson Pamphlet that will be available at the park, shop & caravan parks.



Point Samson Community Association  
MINUTES  
Po Box 93, Wickham 6720



**3. Timeframe:**

Start date:

- a. Hall alteration / store room – March 2011
- b. Second Stage Upgrade of Centenary Park – First sculpture ready April 2011

Finish date:

- a. Hall alteration / store room – August 2011
- b. Second Stage Upgrade of Centenary Park – December 2011 (with additional funds to be applied for by Fiona White-Hartig)

Section 3 – Financial details

**1. Funding partners:**

- a. Royalties for Regions (applications not open til 2011) - Fiona White-Hartig will utilize this grant to obtain leverage for added funds from Royalties for region to complete Centenary Park.
- b. The PSCA will also expend funds to enhance the hirers' capabilities to utilize the hall to its maximum capacity by purchasing a presentation system, installation, maintenance & repairs. By purchasing external fans for comfort outside.
- c. The PSCA have organised and paid for the shipping of named pavers in Centenary Park. We are also heavily involved in maintaining the park by means of weeding, mulching & rubbish collection.

Raising additional funds should the Shire's funding be insufficient to cover the full project cost.

- a. PSCA has some funds to aid in maintaining and or completion of the projects.
- b. Past fundraisers such as number plates, sausage sizzles & the town garage sale have contributed to the PSCA finances
- c. Hiring of the Community Hall offers a source of income that we can utilize.

**2. Acknowledgement of funding:**

- a. Hall alteration / store room addition – Once this project is completed a plaque of recognition will be located on the outside of the hall. On opening the new extension an invitation will be extended to the SoR to attend where a certificate of appreciation will be awarded.
- b. Second Stage Upgrade of Centenary Park - The Point Samson Pamphlet's that are being designed will acknowledge the SoR funding in this park. An acknowledgement sign already exists at the entry of the park and maybe added to. A letter & certificate of thanks will also be forwarded to the SoR.

Any media releases in regards to the proposed projects will acknowledge the SoR & this warranted scheme.



**Point Samson Community Association**  
 MINUTES  
 Po Box 93, Wickham 6720



**Expenditure - Hall alteration / store room addition**

\* Please see attached scope of work for the proposed works

Item	Cost
Closing in one side of the Community Hall veranda, roller door, resurfacing the floor, removing & replacing louvred window	\$50,000.00
1. External fans x 2 @ 1595.00 paid by PSCA	\$3190.00
2. Presentation system / stereo paid by PSCA	\$8684.00
Installation verbal quote paid by PSCA	\$1000.00
<b>TOTAL</b>	<b>\$50,000.00</b>

**Expenditure – Second Stage Upgrade of Centenary Park**

\* Numbers respond to the numbers on the attached quotes.

Item	Cost
1. Sculptures including, freight & insurance	\$23,778.00
2. Quote for site works for jetty sculpture	\$32,780.00
3. Lights solar @ \$7800.00 each x 4	\$31,200.00
4. Map of planned proceedings – crushed rock to fill both area's	\$10,000.00
5. Manta Rays x 3	\$50,000.00
6. Quote for site works for Manta Rays	\$20,000.00
7. New pavers, educational signs for whale, turtle & Manta's	\$2090.00
<b>TOTAL</b>	<b>\$169,848.00</b>

**Grand Total      \$219,848.00**

**Income - Hall alteration / store room addition & Second Stage Upgrade of Centenary Park**

Item	Cost
SoR – ACADS it is expected the remaining funds will go to Centenary Park to commence landscaping for the sculptures.	\$100,000.00
Fiona White-Hartig will utilize this grant to obtain leverage for added funds from Royalties for region to complete Centenary Park. (applications not open until 2011)	Unsure until 2011
<b>TOTAL</b>	<b>\$100,000.00 plus</b>



Point Samson Community Association  
MINUTES  
Po Box 93, Wickham 6720



Funding Timeline

Date	Item	Amount
March 2011	Commence structural framing of the extension, removal of the window & new flooring laid	\$25,000.00
April 2011	Earthworks, landscaping of jetty area & the arrival of the first 2 sculptures.	\$25,000.00
May 2011	Continued earthworks & landscaping	\$25,000.00
June 2011	Completion of the storeroom inserting the roller door & painting	\$25,000.00





**11.5 ROEBOURNE ADVISORY COMMITTEE MINUTES NOVEMBER AND DECEMBER 2010**

**File No:** CS.4

**Attachment(s)** 1. **Minutes of the Roebourne Advisory Committee Meeting held 1<sup>st</sup> November and 1<sup>st</sup> December 2010**

**Responsible Officer:** Director Community and Corporate Services

**Author Name:** Manager Community and Economic Development

**Disclosure of Interest:** Nil

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**REPORT PURPOSE**

To receive the minutes of the Roebourne Advisory Committee held 1st November and 1st December 2010 and consider any issues emanating from those minutes.

**Background**

Roebourne Advisory Committee Meeting were held 1st November and 1st December 2010. Draft minutes of the meetings are provided as an attachment to this report.

**Issues**

A summary of the current action list is provided in the minutes. Most items have either been actioned, in progress or awaiting deliberations for progress.

A summary of the key matters raised and discussed at the November and December Roebourne Advisory Committee meeting were:

- 1) Application for the Annual Community Association Development Scheme. The application contains four main project areas, those being; Sports oval light funding, Community events (6), youth cultural dance program and the installation of a Roebourne Information board.
- 2) Abandoned Vehicles. The committee had observed the removal of car wrecks from within the town. Whilst thankful that this was occurring, the committee requested having notification advice available for pick up from the Post Office, to assist residents.
- 3) Swimming Pool overflow. The committee advised that water overflow from the swimming pool is creating stagnant pool in the vicinity, which is a potential hazard. Officers took the opportunity to raise the matter of the pool redevelopment with the committee. Due to the pool's age and the southern end of the pool subsiding (resulting in the overflow) a \$3.5 million redevelopment is scheduled to begin in March/April 2012. The committee expressed their desire to retain the pools layout/format as they believed the design was well received by the community and is functionally adequate. It was agreed that the amenity/plant facilities required redeveloping due to the age and the lack of space to meet the functional demands.
- 4) Painting of Basketball change rooms. Committee members observed that the painting and application of the anti graffiti coating on the basketball change rooms has recently taken place and the Shire and its Graffiti contractor were commended.

### **Options**

Council has the following options available:

That Council

- a) Receive the minutes of the Roebourne Advisory Committee meetings held 1<sup>st</sup> November and 1<sup>st</sup> December 2010.
- b) Receive the minutes of the Roebourne Advisory Committee meetings held 1<sup>st</sup> November and 1<sup>st</sup> December 2010 with amendments.

### **Policy Implications**

There are no relevant policy implications pertaining to this matter.

### **Legislative Implications**

There are no relevant legislative implications pertaining to this matter.

### **Financial Implications**

The impact of the minutes of the meeting will require the time of Council's Officers to investigate various issues in order to provide responses, scope of works and costs to issues raised.

The expenditure is in accordance with the budget.

### **Voting Requirements**

Simple.

---

## **RECOMMENDATION**

That Council:

- a) **Receive the minutes of the Roebourne Advisory Committee held 1st November 2010**
- b) **Receive the minutes of the Roebourne Advisory Committee held 1st December 2010**

**ATTACHMENT 1 - MINUTES OF THE ROEBOURNE ADVISORY COMMITTEE  
MEETING HELD 1<sup>ST</sup> NOVEMBER AND 1<sup>ST</sup> DECEMBER 2010**



**Roebourne Advisory Committee  
MEETING**

**MINUTES**

The Roebourne Advisory Committee Meeting was held  
in the Marnda Mia Boardroom, 45 Roe St Roebourne  
on 1 November 2010 at 5.10pm

\_\_\_\_\_  
Collene Longmore  
CHIEF EXECUTIVE OFFICER

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## **1 OFFICIAL OPENING**

The Roebourne Advisory Committee Meeting was held in the Marnia Mia Boardroom, 45 Roe St Roebourne on 1 November 2010 was declared open at 5.10pm

## **2 RECORD OF ATTENDANCES / APOLOGIES / LEAVE OF ABSENCE**

Councillors:

Cr Garry Bailey

Community representatives:

Ms. Marion Cheedy  
Dr. Jan Kapetas  
Mr. Jack Shaw  
Ms. Elizabeth Smith  
Ms Josephine Baron

Staff:

Andrew Ward	Director Community & Corporate Svcs
John Verbeek	Manager Economic & Community Dev
Kristy-Lee Cooke	Community Development Coordinator

Apologies:

Ms. Maureen Whitby  
Cr Fiona White-Hartig  
Cr Joanne Pritchard

## **3 DECLARATION OF INTEREST**

Ni

## **4 CONFIRMATION OF MINUTES AND BUSINESS ARISING FROM MINUTES OF PREVIOUS MEETINGS**

That the Minutes of the Roebourne Advisory Committee Meeting held on 18 October 2010 be confirmed as a true and correct record of proceedings.

Moved: Elizabeth Smith    Seconded: Jack Shaw    carried:

## **5 ISSUES ARISING FROM PREVIOUS MINUTES**

Resolution Register

**Discussion:** John Verbeek advised that Angela Bell (Community Safety Coordinator) is meeting with the RSL on Tuesday night to discuss the War Memorial. Dr Jan Kapetas advised the committee that there was Grant funding available for War memorials and can be applied for year round.

Gary Bailey confirmed that there is money allocated for construction of footpaths –  
Kristy-Lee Cooke confirmed that Ron Van Welie currently is waiting on quotes.  
Dr. Jan Kapetas raised the issue of no designated areas for bikes to be ridden  
Dr Jan Kapetas raised the issue of car removal program

**Action:**

Kristy-Lee Cooke

- Confirm when car removal program will commence.
- Contact Jayne Leadbetter at the Dept of Housing
- Report sprinklers not working to Technical Services (maintenance request)
- Discuss with rangers if any land is gazetted for off-road vehicles

Dr Jan Kapetas

- Discuss with John Ballantyne to raise issues with off-road vehicles and see if a proactive approach can be taken.

## **6 AGENDA ITEMS DISCUSSED**

### **6.1 ANNUAL COMMUNITY ASSOCIATION DEVELOPMENT SCHEME**

The committee discussed possible projects for the scheme, with the following items listed.

**Discussion:**

- Two public basketball courts
- Covered playground at school oval
- Public toilets in town centre
- 2 rubbish bins per house
- Lights on the oval 2 nights per week for 2 hours
- Community Arts and Culture Festival
- Playground

The above list included items identified by Elizabeth Smith who surveyed the community for ideas for the scheme.

Dr Jan Kapetas put forward that the community needs a small 12 seater bus and the committee advised that NYFL offer bus out for hire/community.

Officers advised that projects need to be affordable (under \$100k) and if the project requires ongoing maintenance where the funds will be generated from. Based on this information. The committee prioritised the top 3 projects as:

1. Lights on the oval 2 nights per week for 2 hours
2. Festival/event
3. Playground

Action: Andrew Ward advised the committee to collate their ideas together and circulate to the committee members with a decision to be brought back to December meeting.

Dr Jan Kapetas volunteered to complete the application form and circulate to committee for feedback prior to December meeting.

**7 GENERAL BUSINESS**

**Yaandina Youth Centre**

Dr Jan Kapetas raised the matter of the Shire and Yaandina failing to progress on the Youth Centre and suggested that a letter be sent to council and ask for consideration to progress with the project.

Andrew Ward provided an update on the Shire's prospective, in particular the power upgrade issue which was to be discussed at Saturday's meeting of Councillors.

**Cyclone Collection**

Elizabeth Smith requested clarification on what would to actually be collected after reading through the list of what wouldn't be collected. Officers provided clarification, but agreed a number of residents would not follow the directions for the cyclone collection.

**Action:**

Kristy-Lee Cooke to discuss the matter with Infrastructure Services and how the Shire will deal with the situation during the pick up

**8 CLOSURE & DATE OF NEXT MEETING**

The meeting closed at 6.35pm and the next Ordinary Council meeting is the 6 December 2010.

**RESOLUTION REGISTER**

Date Raised	Issues	Recommendation	Action Officer	Comments/Updates	Status
March 2010	Car removal program to be established.	<p>Investigations and costing required</p> <p>That the Shire budget for monthly removal of car bodies. Was suggested that the Shire work in partnership with Dept Housing to contact tenants about removal of old car bodies.</p>	Lisa Manser – Ranger Services	<p>A \$20,000 allocation has been put forward in the 2010/2011 Council Budget to establish a regular program of car body removal.</p> <p>An information sheet on how to report and abandoned vehicle has been prepared and will be circulated at the May meeting. Information to be posted on the Shires' web site and distributed to the community</p> <p>It was recommended that a Letter box drop with additional information discussed to be to be given to the Roeboume Post Office on the Abandon Vehicle document.</p>	<p>Ranger Services are coordinating the car body removal program. Was due to commence in Oct but delayed. Awaiting advice from Lisa Manser on revised dates. KL to develop forms for community to complete for vehicles they want removed. To be distributed through Milli Milli and Post Office</p>
March 2010	Numbering of streets/houses	Investigations and costing required	Community Safety Community Development	<p>Cr Fiona White-Hartig to contact various Community organisations to seek interest. Current status: Shire of Roeboume has already had discussions with Repay WA as a community service project for offenders to provide stencils, numbers of houses and paint for this project. Community Development and Community Safety Coordinator will work with Corrective Services on this project jointly. Costing for paint and stencils is currently being sourced and Dept Planning have already provided house numbering for Roeboume and Wickham.</p>	<p>Green background painting has begun. KL was adv 25/10 ventilation masks are required - to be ordered before project can continue. Repay WA to advise timeline for completion.</p>

Date Raised	Issues	Recommendation	Action Officer	Comments/Updates	Status
March 2010	Footpaths to/from school priority- Sherlock & Crawford suggested	Investigations and costing required	Tech Services	Information provided at the Oct meeting requires amendment due to upgrades for Sherlock and Crawford have been budgeted for in the current financial year.	List of budgeted works includes upgrades as well as new footpaths. KL confirmed with Ron Van Welie that quotes are currently being called for.
March 2010	Roeboume Community Information Board	<ol style="list-style-type: none"> <li>1. Community Development to obtain additional quotes from alternative suppliers and then make a recommendation to the Committee or preferred solution.</li> <li>2. Committee to make a decision on which option to proceed with.</li> <li>3. Community development to obtain quotes for installation.</li> <li>4. Internal Planning and building approvals obtained as required.</li> <li>5. Installation.</li> <li>6. Official opening and media.</li> </ol>	Community Development	<p>Roeboume Advisory Committee requested that the notice board be placed adjacent to the Post Office. The committee request allocation of the funds to be included in the 2010/11 budget.</p> <p>Community Development provided colour schemes for discussion to the Committee.</p> <p>Additional quotes were obtained from ForPark Australia. Two options from Landmark Engineering and three options from ForPark were presented to the Committee.</p> <p>19/8 The committee recommends the Weatherproof Montego display panel from Landmark Engineering which is weather proof and lockable. It is suggested the colours should be maroon or dark green to keep in line with the heritage theme of Roeboume. Moved: Jan K; Seconded: Marion C.</p> <p>Formal request required to be sent to Gary Bailey as landowner, seeking permission to have the info board installed next to the Post Office</p>	To be submitted as part of \$100K Annual Community Association Development Scheme.
Date Raised	Issues	Recommendation	Action Officer	Comments/Updates	Status

Roeboorne Advisory Committee Meeting – Minutes

Monday 1 November 2010

March 2010	Banner poles in Roe Street	That the installation of banner poles in Roe Street in Roeboorne be undertaken in accordance with the 2010/11 Budget provisions.	Kristy-Lee Cooke and Angela Bell	Money has been allocated in the Cleansweep budget for banner poles. Community Safety/Community Development to follow through.	Banner brackets have arrived. KL to work with the school, community and Juluwarlu to develop designs for banners. Brackets and banners to be installed to main street light poles once banners are printed.
March 2010	Broken kerbs	That a replacement/repair program be undertaken on the broken kerbs around Roeboorne.	Technical Services	Ron Van Welie advised that the footpath crew would be in Roeboorne in the Oct-Nov period. Regular maintenance only programmed for 2010-2011.	To be progressed in Oct-Nov.
March 2010	Cemetery - Interpretive signage project	Investigation and costing required.	Tech Services	An allowance has been made in the 2010/2011 Draft Budget. The Scope of the Project to be discussed at the May Meeting. Simple sign to be developed for the 5 Mile Cemetery and have it graffiti coated.	Project was discussed with committee and clarification of requirement was the installation of directional finger board signage only.
March 2010	Basketball court surface replacement	Prepare scope of works and seek cost estimate.	Community Facilities	An allowance has been made in the 2010/2011 Draft Budget. Estimate is \$30,000 to remove rubber backed surface and provide acrylic finish to reduce maintenance.	Facilities advised replacement due March – June 2011 due to heat over summer.
March 2010	Entry statement	To be consistent with Shire towns. Needs scope of works and cost.	Community Safety Angela Bell	An allowance of \$45k x 3 has been included in the 2010/2011 Draft Budget. Scope to be confirmed at the May Meeting. Roeboorne Advisory Committee request that the construction be Pilbara Stone Walls at two entry points to town with information included and the remaining \$45K be allocated to a WWII memorial.	Committee was advised of Council's resolution on Entry statements at the October Council meeting.

Date Raised	Issues	Recommendation	Action Officer	Comments/Updates	Status
March 2010	War Memorial	<p>That the Community Safety Coordinator discuss construction of a new War Memorial at next Karratha and Districts RSL meeting and report back to the Roeboume Advisory Council.</p> <p>The Roeboume Advisory committee recommends that only two entry statements be installed and that the money for the third entry statement (Wickham Entry) be re-allocated towards a new war memorial.</p>	Community Safety Angela Bell	<p>RAC recommended that this be place adjacent to the current Memorial in Roe St and include a second list of names as the current Memorial has no further space left. \$45K requested to be allocated from entry statement budget.</p> <p>Angela Bell reported that she discussed this with the Karratha and Districts RSL at the recent meeting and their view was they had no involvement with the Roeboume war memorial or Anzac Day services.</p>	Waiting for Angela Bell to return from leave to advise on current status
March 2010	Indoor court/hall	Investigations required as part of needs analysis for redevelopment of Community Centre	50 Cent Hall Committee	Scoping scheduled for Q3 2010. Council to re-initiate 50 Cent Hall Committee.	50 Cent Hall Committee minutes of the September meeting were read to members. Minutes identified a number of issues and actions for the hall
March 2010	Village Park Enhancement	Shire of Roeboume to follow up with Mamda Mia in regard to progress on park planning and determine level of Shire support of otherwise.	Community Development	Discussions have occurred with Woodside on the project. Project manager from Mamda Mia has left so awaiting feedback from Woodside on support for the project	In Progress
March 2010	Standards of main street trees	Inspection required and attention to any maintenance items.	Tech Services	<p>Budgeted funding for further beautification next financial year.</p> <p>White Ant inspection required.</p> <p>KL/SK understanding of this is that parks and gardens had inspected and trimmed the trees in the main street – need to seek confirmation from parks and gardens.</p>	To be investigated as part of Roeboume rejuvenation scheme

Roebourne Advisory Committee Meeting – Minutes

Monday 1 November 2010

Date Raised	Issues	Recommendation	Action Officer	Comments/Updates	Status
24 June 2010	Accumulation of rubbish around Roebourne	Investigate the feasibility of the supply of an additional rubbish bin for townspeople.	John Verbeek, Troy Davis, Allan Moulton	The committee recommends that as well as rubbish pick ups twice per week, that an additional bin be offered FOC to each household and the cost be taken from the \$100K that was allocated to each town.	May be considered as part of the 100K community Association grant scheme initiative, JV to provide costings
24 June 2010	Accumulation of rubbish around Cheeditha	Follow up about providing a skip bin to make use of a bobcat and truck available at Cheeditha.	John Verbeek	Council no longer provides a skip bin service to outside clients. Cheeditha Community would need to engage a private contractor. 19/8 Was suggested that a second bin also be offered FOC to Cheeditha residents as per Roebourne residents.	May be considered as part of the 100K community Association grant scheme initiative
27 July 2010	Traffic barriers required on Crawford Way	That the Technical Services Department investigate and report back on the safety of vehicles on Crawford Way and the necessity of visible barriers.	Ron Van Welie	Technical Services to attend to.	Ron Van Welie advised that guide posts were installed over culverts. Maureen W requested that guide rails be installed. KL to query with Ron Van Welie.
27 July 2010	Cemetery signage	That Council liaise with the Shire of Camarvon regarding obtaining information about their grave marking procedure and advise on duplicating that at the Wickham and Roebourne Cemetery.	Shire of Camarvon	Ron Van Welie advised that the cast iron or aluminium headstones were approx \$38 each. The committee recommends that money for a Cemetery Conservation Plan should be included in next FY budget.	For inclusion in 2011/12 budget
21 October 2010	Shire of Roebourne budget items for the town of Roebourne 2010/11	Committee discuss funding requests with the local community and provide feedback for the 2011/12 budget at the December Committee meeting.	John Verbeek	John Verbeek distributed details of the Shire of Roebourne's budget allocations for the town.	Committee to provide Council with Budget information in Dec/Jan 2011

Roeboume Advisory Committee Meeting – Minutes

Monday 1 November 2010

Date Raised	Issues	Recommendation	Action Officer	Comments/Updates	Status
21 October 2010	<p>Annual Community Association Development Scheme</p> <p>Officers outlined the schemes guidelines and purpose as well as key dates, in particular:</p> <ul style="list-style-type: none"> <li>• Closing Date - 7 December,</li> <li>• Council consideration of applications 20 December and</li> <li>• Community Associations being advised of the outcomes 22 December</li> </ul>	<p>Committee members to discuss potential projects with the local community and provide information to the committee at the November meeting. The committee will prioritise the scheme application forms prior to the December 7 deadline for Council consideration.</p>	Kristy-Lee Cooke and John Verbeek	<p>Kristy-Lee and John Verbeek updated the committee on the Shire's \$100,000 grant scheme to community associations and provided guidelines, application form and information on the acquittal process</p>	Submission due Dec 7th
21 October 2010	<p>Blockades to certain Places for motor bikes and their trails</p>		Kristy-Lee Cooke	<p>Maureen Whitby raised the mater of the numerous trails for motorbikes not having bollards and restriction barriers between bollards being recently removed. The old cemetery was noted as a particular example.</p>	Kristy-Lee to query with Ron Van Welie
21 October 2010	<p>New laws, bush tracks and car seats and the effect it will have on local families.</p>	<p>Officers raised the matter of Vehicle usage on bush tracks with committee members and advised them of the information material circulated by local police.</p> <p>Kristy-Lee to contact Roeboume Prison to confirm whether their prisoners are qualified to install car seats to comply with new laws.</p>	Kristy-Lee Cooke	<p>Committee members also advised of the difficulty encountered with introduction of the new car seats laws, in particular fitting of car seats to older model cars, driving the local bus as well as the problems encountered by Yaandina community when transporting family's .KLC was advised that Roeboume prison was training their prisoners to be accredited installers.</p>	<p>KL met with Adrienne from Roadwise and confirmed there are currently 12 accredited installers in the Shire. Prisoners are being trained to raise awareness and also so they can install once returned home.</p>

The resolutions below have been completed or are of an ongoing nature. The committee has asked that this be left in the register for information purposes.

Date Raised	Issues	Recommendation	Action Officer	Comments/Updates	Status
March 2010	Shire to reconvene Roeboume Youth Network	Shire of Roeboume to facilitate meeting of youth service providers.	Kristy-Lee Cooke	The Shire is in the process of updating its 3 Year Youth Plan and will use this process to re-engage the RYN as well as other stakeholders operating in the youth area.	In progress. KL to attend Roeboume Youth Forum on 8/09/10 Ongoing
March 2010	Tree verge maintenance on entrance to town	Investigations and maintenance program required	Tech Services	Current status: KL/SK understanding is that this was inspected and found that there had been significant damage to irrigation and trees were in poor condition etc. Check with parks/gardens on current status, however there was also previous discussion had with the committee about a possible garden/beautification project that if funded by the shire for cost of materials and plants etc that the community may undertake themselves or potentially may be another option for a Repay WA project.	To be inspected. Tech Services advised that no further action will be taken until Rejuvenation project announcements
March 2010	Various derelict houses condition	Inspection required and action needed where applicable.	John Verbeek	Demolition orders were placed on properties. NBAC has approached the Shire to possible redevelopment for indigenous group housing through Foundation Housing which would mean the facilities are demolished. Authority has been provided by Foundation Housing to NBAC to negotiate purchase.	JV adv 5 – 6 houses have already been demolished. Others have been purchased by new owners to either demolish or renovate. Complete
March 2010	Street lighting-condition/maintenance	Investigations of responsibilities required	Simon Kot	All lights not operating to be reported to Horizon Power. For discussion at May meeting. Current status: SK advised that all maintenance on street lighting be reported to Horizon Power as the SoR has a maintenance contract with Horizon to maintain and repair the street lights.	Horizon Power is the contact organisation for repairs and replacements. Not Shire responsibility. Completed

Roeboume Advisory Committee Meeting – Minutes

Monday 1 November 2010

Date Raised	Issues	Recommendation	Action Officer	Comments/Updates	Status
March 2010	Signage on North West Coastal Highway approach to Roeboume to direct traffic.	Shire to contact Main Roads to progress	Community Development	MRWA advised existing NWCH signage as adequate to meet Aust Standards. SoR has ordered signs to install "No through Rd" sign and signs further down to Woodbrook and Harding Dam.	Completed
May 2010	Naming of creeks of NWC Highway	That Council liaise with the Main Roads Department to ascertain if the creeks along the North West Coast Highway from Whim Creek to Karratha can have naming assigned.	Main Roads Department SoR Jack Shaw	MRWA advise that due to constant vandalism MRWA is investigating other methods to sign post the bridges. Signs reported missing or damaged have been attended to in the past but they often go missing or are damaged again.	Completed
May 2010	Dog Problem	Investigate dog problem at 661 A/B Bumup St	Ranger Services	May 2010 13 dogs removed from property in last 3 month. Issue addressed.	No further action.
May 2010	Light pole on School Oval	Power supply - Investigate location of 3 phase outlet	May 2010	Light pole on School Oval	Currently no outlet, but SoR will noted for budget consideration in 2011/12
24 June 2010	'Welcome to Ngarluma Country' airport sign – example at Paraburdoo Airport	Follow up with Larry Softly in regard to obtaining information about the Paraburdoo Airport Welcome to Country signage.	John Verbeek	Contact made with Larry Softly. Mr Softly advised that he attended Paraburdoo Airport and to the best of his knowledge there was no welcome to country sign at Paraburdoo airport.	Put on hold at request of SoR CEO
24 June 2010	Rubbish around the Roeboume water pipeline	Investigate the feasibility of reopening the Roeboume waste management facilities.	John Verbeek, Troy Davis, Allan Moulton	The Roeboume Waste management facility is permanently closed and there is no intention of reopening. It is currently operating as a waste transfer station. 19/8 Ron advised the Shire does a clean up each time they are out that direction.	No further action required
27 July 2010	Speed humps for Cheeditha Community	Investigate who is responsible for roads in Cheeditha.	John Verbeek	Determined not to be Shire responsibility.	No further action
Date Raised	Issues	Recommendation	Action Officer	Comments/Updates	Status

Roebourne Advisory Committee Meeting – Minutes

Monday 1 November 2010

27 July 2010	Projects for Roebourne in 2010/11 Budget	That the Executive Manager Technical Services be invited to the next meeting of the Roebourne Advisory Council to outline the impacts of the 2010/11 Budget in regard to the Roebourne town site.	Troy Davis	Ron Van Welie gave an update on the Tech services budget – CD to save copy for future reference	No further action
27 July 2010	Cyclone Pole on top of Mt Welcome	That the loose Cyclone Warning pole on the top of Mt Welcome be repaired.	Kristy-Lee Cooke Mike Booth	It needs to be identified who is responsible for the repairs to the cyclone pole. Community Development to investigate with Technical Services whether FESA are responsible. New conduit has been installed. Pole appears to have been repaired.	Completed
27 July 2010	Weeds in streets and verges near Library	That the Technical Services Department undertake a weed removal program on the weeds and verges near the library.	Technical Services	The committee requested that the weeds be poisoned and removed near the library.	Completed
27 July 2010	Toilet signage	That the Technical Services Department investigate and report back on the requirement for signage advising the location of the toilets in Roebourne town centre.	Technical Services Ron Van Welie to advise Works Coordinator to attend to.	Beth Smith requested that Tech Services remove the public toilet sign from the Rec Club given it is no longer open for use.	Completed
27 July 2010	NWC T Junction signage	That Council liaise with the Main Roads Department to ascertain if the signage on the North West Coast T-junction can be replaced/repaired.	Main Roads Department	Needs to be determined who at the Shire will take carriage of liaising with Main Roads	Completed
27 July 2010	Quad bikes	That the Pilbara Police Superintendent be invited to the next meeting of the Roebourne Advisory Council to discuss solutions to the problem of quad bikes being driven along Roebourne footpaths.	Senior Ranger WAPOL  Angela Bell to Liaise with WAPOL.	Police advised that they were limited in terms of what they can do and that it was more a Shire matter to deal with. It was recommended that the police and Senior Ranger work together on joint patrols as the Shire have the power to seize bikes and vehicles. Council to work with WAPOL to educate children in Roebourne.	Rangers have increased patrols, no bikes impounded to date, focus on education of riders. Ongoing
<b>Date Raised</b>	<b>Issues</b>	<b>Recommendation</b>	<b>Action Officer</b>	<b>Comments/Updates</b>	<b>Status</b>
27 July 2010	Vehicle congestion,	That an investigation into the	Technical Services	Recommendation by the committee was that	To be investigated

Roeboume Advisory Committee Meeting – Minutes

Monday 1 November 2010

	throughput and lack of parking on Roe Street	feasibility of removing the concrete treatments along Roe Street which inhibit parking is taken. That a program of monitoring the traffic movements along Roe Street in Roeboume be established to ascertain the speed of vehicles.		Tech Services work in partnership with Main Roads and WAPOL to address. It was also recommended that the 50km zone be extended through town up past the oval given the children crossing roads etc. Moved: Beth Seconded: Jan	as part of Roeboume rejuvenation scheme.
21 October 2010	Schedule Of Future Committee Meetings			The committee agreed to the first Monday of the Month at 5pm for all future Committee Meetings (except January).	All committee members notified
21 October 2010	Roeboume Library Staffing Issues		Leigh Cover	The matter of appropriate signage advising that the library was closed was discussed and it was resolved the Manager of Community Facilities will advise staff to display appropriate (size and location) signage advising the community members that the library was closed.	Completed Manager of facilities has been notified



**Roebourne Advisory Committee  
MEETING**

**MINUTES**

The Roebourne Advisory Committee Meeting was held  
in the Marnda Mia Boardroom, 45 Roe St Roebourne  
on 1 December 2010 at 5.20pm

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Collene Longmore  
CHIEF EXECUTIVE OFFICER

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## **1 OFFICIAL OPENING**

The Roeboume Advisory Committee Meeting was held in the Mamda Mia Boardroom, 45 Roe St Roeboume on 1 December 2010 was declared open at 5.20pm

## **2 RECORD OF ATTENDANCES / APOLOGIES / LEAVE OF ABSENCE**

### Councillors:

Cr Garry Bailey  
Cr Fiona White-Hartig

### Community representatives:

Dr. Jan Kapetas  
Ms. Elizabeth Smith  
Ms. Maureen Whitby

### Staff:

Andrew Ward                      Director Community & Corporate Svs  
John Verbeek                      Manager Economic & Community Dev

### Apologies:

Cr Joanne Pritchard  
Ms Josephine Baron  
Mr. Jack Shaw  
Ms. Marion Cheedy  
Kristy-Lee Cooke                      Community Development Coordinator

## **3 DECLARATION OF INTEREST**

Nil

## **4 CONFIRMATION OF MINUTES AND BUSINESS ARISING FROM MINUTES OF PREVIOUS MEETINGS**

That the Minutes of the Roeboume Advisory Committee Meeting held on 1 November 2010 be confirmed as a true and correct record of proceedings, subject to the inclusion of Josephine Baron in attendance.

Moved: Jan Kapetas    Seconded: Beth Smith

Carried:

## **5 ISSUES ARISING FROM PREVIOUS MINUTES**

### Resolution Register

**Discussion:** Maureen Whitby again raised the issue of traffic barriers required on Crawford Way. Ron Van Welie had advised previously that guide posts were installed over the culverts.

**Action:** John Verbeek to follow this up with Ron Van Welie.

**6 AGENDA ITEMS DISCUSSED**

**6.1 ANNUAL COMMUNITY ASSOCIATION DEVELOPMENT SCHEME**

**Discussion:**

Dr Jan Kapetas presented the draft application for the Annual Community Association Development Scheme, projects included:

1. Oval Lighting project – funding to light the oval for 9 hours per week x 26 weeks, to provide a safe and lively place for youth and children to participate in supervised and unsupervised activities.
2. Coordination of six themed community events.
3. Provide a youth cultural dance program featuring Chooky dancers as mentors, resulting in a Roeboume Youth Dance event to be held in NAIDOC week 2011.

Additional discussion centred on the provision of the Roeboume Community information board. John Verbeek advised that he had sought advice from Ray McDermott and it was his view that there was no separate budget inclusion for this and that the monies had to come out of the Annual Community Association Development Scheme.

**Resolution:**

That the Roboume Advisory Committee approve the application for the Annual Community Association Development Scheme inclusive of:

- Oval Lighting Project
- Community Events (6)
- Cultural dance Program
- Roeboume Information Board

Moved: Beth Smith

Seconded Maureen Whitby

Carried

## **7 GENERAL BUSINESS**

### **Abandoned Vehicles**

Gary Bailey advised the committee that he had observed a crew removing car wrecks from within the town that day. Whilst thankful that this was occurring, he questioned why the original idea, of having a notification advice form available for pick up from the Post Office, had not been initiated.

**Action:** John Verbeek to follow up with Rangers.

### **Old Cemetery Bollards**

The committee was advised that the new green bollards around the old cemetery have been knocked down.

**Action:** John Verbeek to follow up with Ron Van Welie

### **Old Bridge across Harding River**

The committee was advised that the bollards on the old bridge need to be replaced to prevent illegal vehicular access.

**Action:** John Verbeek to follow up with Ron Van Welie

### **Harding River Precinct**

The committee was advised that the undergrowth on the banks of Harding River is overgrown is a potential hazard.

**Action:** John Verbeek to follow up with relevant internal staff and agencies.

### **Swimming Pool overflow**

The committee was advised that water overflow from the swimming pool is creating stagnant pool in the vicinity, which is a potential hazard.

**Action:** John Verbeek to discuss with Acting Manager of Community Facilities.

Officers took the opportunity to raise the matter of the pool redevelopment with the committee. Due to the pool's age and the southern end of the pool subsiding (resulting in the overflow) a \$3.5 million redevelopment is scheduled to begin in March/April 2012. The committee expressed their desire to retain the pools layout/format as they believed the design was well received by the community and is functionally adequate. It was agreed that the amenity/plant facilities required redeveloping due to the age and the lack of space to meet the functional demands.

### **Painting of Basketball change rooms.**

Committee members have observed that the painting and application of the anti graffiti coating on the basketball change rooms has recently taken place and the shire and its Graffiti contractor were commended.

### **Resignation of Maureen Whitby**

Gary Bailey advised that he had received Maureen Whitby's resignation. The committee did not accept this resignation due to the likely hood that Maureen will be making periodic visits to Roebourne in the future and maybe still able to attend meetings. This will be reviewed in the New Year.

## **8 CLOSURE & DATE OF NEXT MEETING**

The meeting closed at 6.21pm and the next meeting will be held on 7 February, 2011.

**RESOLUTION REGISTER**

Date Raised	Issues	Recommendation	Action Officer	Comments/Updates	Status
March 2010	Car removal program to be established.	<p>Investigations and costing required</p> <p>That the Shire budget for monthly removal of car bodies. Was suggested that the Shire work in partnership with Dept Housing to contact tenants about removal of old car bodies.</p>	Lisa Manser – Ranger Services	<p>A \$20,000 allocation has been put forward in the 2010/2011 Council Budget to establish a regular program of car body removal.</p> <p>An information sheet on how to report and abandoned vehicle has been prepared and will be circulated at the May meeting. Information to be posted on the Shires' web site and distributed to the community</p> <p>It was recommended that a Letter box drop with additional information discussed to be to be given to the Roeboume Post Office on the Abandon Vehicle document.</p>	<p>Ranger Services are coordinating the car body removal program. Was due to commence in Oct but delayed. Awaiting advice from Lisa Manser on revised dates. KL to develop forms for community to complete for vehicles they want removed. To be distributed through Milli Milli and Post Office</p>
March 2010	Numbering of streets/houses	Investigations and costing required	Community Safety Community Development	<p>Cr Fiona White-Hartig to contact various Community organisations to seek interest. Current status: Shire of Roeboume has already had discussions with Repay WA as a community service project for offenders to provide stencils, numbers of houses and paint for this project. Community Development and Community Safety Coordinator will work with Corrective Services on this project jointly. Costing for paint and stencils is currently being sourced and Dept Planning have already provided house numbering for Roeboume and Wickham.</p>	<p>Green background painting has begun. KL was adv 25/10 ventilation masks are required - to be ordered before project can continue. Repay WA to advise timeline for completion.</p>

Roeboume Advisory Committee Meeting – Minutes

Wednesday 1 December 2010

Date Raised	Issues	Recommendation	Action Officer	Comments/Updates	Status
March 2010	Footpaths to/from school priority- Sherlock & Crawford suggested	Investigations and costing required	Tech Services	Information provided at the Oct meeting requires amendment due to upgrades for Sherlock and Crawford have been budgeted for in the current financial year.	List of budgeted works includes upgrades as well as new footpaths. KL confirmed with Ron Van Welie that quotes are currently being called for.
March 2010	Roeboume Community Information Board	<ol style="list-style-type: none"> <li>1. Community Development to obtain additional quotes from alternative suppliers and then make a recommendation to the Committee or preferred solution.</li> <li>2. Committee to make a decision on which option to proceed with.</li> <li>3. Community development to obtain quotes for installation.</li> <li>4. Internal Planning and building approvals obtained as required.</li> <li>5. Installation.</li> <li>6. Official opening and media.</li> </ol>	Community Development	<p>Roeboume Advisory Committee requested that the notice board be placed adjacent to the Post Office. The committee request allocation of the funds to be included in the 2010/11 budget.</p> <p>Community Development provided colour schemes for discussion to the Committee.</p> <p>Additional quotes were obtained from ForPark Australia. Two options from Landmark Engineering and three options from ForPark were presented to the Committee.</p> <p>19/8 The committee recommends the Weatherproof Montego display panel from Landmark Engineering which is weather proof and lockable. It is suggested the colours should be maroon or dark green to keep in line with the heritage theme of Roeboume. Moved: Jan K; Seconded: Marion C.</p> <p>Formal request required to be sent to Gary Bailey as landowner, seeking permission to have the info board installed next to the Post Office</p>	To be submitted as part of \$100K Annual Community Association Development Scheme.

Roeboume Advisory Committee Meeting – Minutes

Wednesday 1 December 2010

Date Raised	Issues	Recommendation	Action Officer	Comments/Updates	Status
March 2010	Banner poles in Roe Street	That the installation of banner poles in Roe Street in Roeboume be undertaken in accordance with the 2010/11 Budget provisions.	Kristy-Lee Cooke and Angela Bell	Money has been allocated in the Cleansweep budget for banner poles. Community Safety/Community Development to follow through.	Banner brackets have arrived. KL to work with the school, community and Juluwarlu to develop designs for banners. Brackets and banners to be installed to main street light poles once banners are printed.
March 2010	Broken kerbs	That a replacement/repair program be undertaken on the broken kerbs around Roeboume.	Technical Services	Ron Van Welie advised that the footpath crew would be in Roeboume in the Oct-Nov period. Regular maintenance only programmed for 2010-2011.	To be progressed in Oct-Nov.
March 2010	Cemetery - Interpretive signage project	Investigation and costing required.	Tech Services	An allowance has been made in the 2010/2011 Draft Budget. The Scope of the Project to be discussed at the May Meeting. Simple sign to be developed for the 5 Mile Cemetery and have it graffiti coated.	Project was discussed with committee and clarification of requirement was the installation of directional finger board signage only.
March 2010	Basketball court surface replacement	Prepare scope of works and seek cost estimate.	Community Facilities	An allowance has been made in the 2010/2011 Draft Budget. Estimate is \$30,000 to remove rubber backed surface and provide acrylic finish to reduce maintenance.	Facilities advised replacement due March – June 2011 due to heat over summer.
March 2010	Entry statement	To be consistent with Shire towns. Needs scope of works and cost.	Community Safety Angela Bell	An allowance of \$45k x 3 has been included in the 2010/2011 Draft Budget. Scope to be confirmed at the May Meeting. Roeboume Advisory Committee request that the construction be Pilbara Stone Walls at two entry points to town with information included and the remaining \$45K be allocated to a WWII memorial.	Committee was advised of Council's resolution on Entry statements at the October Council meeting.

Roeboume Advisory Committee Meeting – Minutes

Wednesday 1 December 2010

Date Raised	Issues	Recommendation	Action Officer	Comments/Updates	Status
March 2010	War Memorial	That the Community Safety Coordinator discuss construction of a new War Memorial at next Karratha and Districts RSL meeting and report back to the Roeboume Advisory Council.  The Roeboume Advisory committee recommends that only two entry statements be installed and that the money for the third entry statement (Wickham Entry) be re-allocated towards a new war memorial.	Community Safety Angela Bell	RAC recommended that this be placed adjacent to the current Memorial in Roe St and include a second list of names as the current Memorial has no further space left. \$45K requested to be allocated from entry statement budget.  Angela Bell reported that she discussed this with the Karratha and Districts RSL at the recent meeting and their view was they had no involvement with the Roeboume war memorial or Anzac Day services.	Waiting for Angela Bell to return from leave to advise on current status
March 2010	Indoor court/hall	Investigations required as part of needs analysis for redevelopment of Community Centre	50 Cent Hall Committee	Scoping scheduled for Q3 2010. Council to re-initiate 50 Cent Hall Committee.	50 Cent Hall Committee minutes of the September meeting were read to members. Minutes identified a number of issues and actions for the hall
March 2010	Village Park Enhancement	Shire of Roeboume to follow up with Mamda Mia in regard to progress on park planning and determine level of Shire support of otherwise.	Community Development	Discussions have occurred with Woodside on the project. Project manager from Mamda Mia has left so awaiting feedback from Woodside on support for the project	In Progress
March 2010	Standards of main street trees	Inspection required and attention to any maintenance items.	Tech Services	Budgeted funding for further beautification next financial year. White Ant inspection required. KL/SK understanding of this is that parks and gardens had inspected and trimmed the trees in the main street – need to seek confirmation from parks and gardens.	To be investigated as part of Roeboume rejuvenation scheme

Roeboume Advisory Committee Meeting – Minutes

Wednesday 1 December 2010

Date Raised	Issues	Recommendation	Action Officer	Comments/Updates	Status
24 June 2010	Accumulation of rubbish around Roeboume	Investigate the feasibility of the supply of an additional rubbish bin for townspeople.	John Verbeek, Troy Davis, Allan Moulton	The committee recommends that as well as rubbish pick ups twice per week, that an additional bin be offered FOC to each household and the cost be taken from the \$100K that was allocated to each town.	May be considered as part of the 100K community Association grant scheme initiative, JV to provide costings
24 June 2010	Accumulation of rubbish around Cheeditha	Follow up about providing a skip bin to make use of a bobcat and truck available at Cheeditha.	John Verbeek	Council no longer provides a skip bin service to outside clients. Cheeditha Community would need to engage a private contractor. 19/8 Was suggested that a second bin also be offered FOC to Cheeditha residents as per Roeboume residents.	May be considered as part of the 100K community Association grant scheme initiative
27 July 2010	Traffic barriers required on Crawford Way	That the Technical Services Department investigate and report back on the safety of vehicles on Crawford Way and the necessity of visible barriers.	Ron Van Welie	Technical Services to attend to.	Ron Van Welie advised that guide posts were installed over culverts. Maureen W requested that guide rails be installed. KL to query with Ron Van Welie.
27 July 2010	Cemetery signage	That Council liaise with the Shire of Camarvon regarding obtaining information about their grave marking procedure and advise on duplicating that at the Wickham and Roeboume Cemetery.	Shire of Camarvon	Ron Van Welie advised that the cast iron or aluminium headstones were approx \$38 each. The committee recommends that money for a Cemetery Conservation Plan should be included in next FY budget.	For inclusion in 2011/12 budget
21 October 2010	Shire of Roeboume budget items for the town of Roeboume 2010/11	Committee discuss funding requests with the local community and provide feedback for the 2011/12 budget at the December Committee meeting.	John Verbeek	John Verbeek distributed details of the Shire of Roeboume's budget allocations for the town.	Committee to provide Council with Budget information in Dec/Jan 2011
Date Raised	Issues	Recommendation	Action Officer	Comments/Updates	Status

Roebourne Advisory Committee Meeting – Minutes

Wednesday 1 December 2010

<p>21 October 2010</p>	<p>Annual Community Association Development Scheme</p> <p>Officers outlined the schemes guidelines and purpose as well as key dates, in particular:</p> <ul style="list-style-type: none"> <li>• Closing Date - 7 December,</li> <li>• Council consideration of applications 20 December and</li> <li>• Community Associations being advised of the outcomes 22 December</li> </ul>	<p>Committee members to discuss potential projects with the local community and provide information to the committee at the November meeting. The committee will prioritise the scheme application forms prior to the December 7 deadline for Council consideration.</p>	<p>Kristy-Lee Cooke and John Verbeek</p>	<p>Kristy-Lee and John Verbeek updated the committee on the Shire's \$100,000 grant scheme to community associations and provided guidelines, application form and information on the acquittal process</p>	<p>Submission due Dec 7th</p>
<p>21 October 2010</p>	<p>Blockades to certain Places for motor bikes and their trails</p>		<p>Kristy-Lee Cooke</p>	<p>Maureen Whitby raised the mater of the numerous trails for motorbikes not having bollards and restriction barriers between bollards being recently removed. The old cemetery was noted as a particular example.</p>	<p>Kristy-Lee to query with Ron Van Welie</p>
<p>21 October 2010</p>	<p>New laws, bush tracks and car seats and the effect it will have on local families.</p>	<p>Officers raised the matter of Vehicle usage on bush tracks with committee members and advised them of the information material circulated by local police. Kristy-Lee to contact Roebourne Prison to confirm whether their prisoners are qualified to install car seats to comply with new laws.</p>	<p>Kristy-Lee Cooke</p>	<p>Committee members also advised of the difficulty encountered with introduction of the new car seats laws, in particular fitting of car seats to older model cars, driving the local bus as well as the problems encountered by Yaandina community when transporting family's .KLC was advised that Roebourne prison was training their prisoners to be accredited installers.</p>	<p>KL met with Adrienne from Roadwise and confirmed there are currently 12 accredited installers in the Shire. Prisoners are being trained to raise awareness and also so they can install once returned home.</p>

Roeboome Advisory Committee Meeting – Minutes

Wednesday 1 December 2010

Date Raised	Issues	Recommendation	Action Officer	Comments/Updates	Status
1 December 2010	Old Cemetery Bollards	The committee was advised that the new green bollards around the old cemetery have been knocked down	John Verbeek	John Verbeek to follow up with Ron Van Welie	
1 December 2010	Old Bridge across Harding River	The committee was advised that the bollards on the old bridge need to be replaced to prevent illegal vehicular access	John Verbeek	John Verbeek to follow up with Ron Van Welie	
1 December 2010	Harding River Precinct	The committee was advised that the undergrowth on the banks of Harding River is overgrown is a potential hazard	John Verbeek	John Verbeek to follow up with relevant internal staff and agencies.	
1 December 2010	Swimming Pool overflow	The committee was advised that water overflow from the swimming pool is creating stagnant pool in the vicinity, which is a potential hazard.	John Verbeek	Officers took the opportunity to raise the matter of the pool redevelopment with the committee. Due to the pool's age and the southern end of the pool subsiding (resulting in the overflow) a \$3.5 million redevelopment is scheduled to begin in March/April 2012. The committee expressed their desire to return the pools layout/format as they believed the design was well received by the community and is functionally adequate. It was agreed that the amenity/plant facilities required redeveloping due to the age and the lack of space to meet the functional demands. John Verbeek to discuss with Acting Manager of Community Facilities.	

The resolutions below have been completed or are of an ongoing nature. The committee has asked that this be left in the register for information purposes.

Date Raised	Issues	Recommendation	Action Officer	Comments/Updates	Status
March 2010	Shire to reconvene Roebourne Youth Network	Shire of Roebourne to facilitate meeting of youth service providers.	Kristy-Lee Cooke	The Shire is in the process of updating its 3 Year Youth Plan and will use this process to re-engage the RYN as well as other stakeholders operating in the youth area.	In progress. KL to attend Roebourne Youth Forum on 8/09/10 Ongoing
March 2010	Tree verge maintenance on entrance to town	Investigations and maintenance program required	Tech Services	Current status: KL/SK understanding is that this was inspected and found that there had been significant damage to irrigation and trees were in poor condition etc. Check with parks/gardens on current status, however there was also previous discussion had with the committee about a possible garden/beautification project that if funded by the shire for cost of materials and plants etc that the community may undertake themselves or potentially may be another option for a Repay WA project.	To be inspected. Tech Services advised that no further action will be taken until Rejuvenation project announcements
March 2010	Various derelict houses condition	Inspection required and action needed where applicable.	John Verbeek	Demolition orders were placed on properties. NBAC has approached the Shire to possible redevelopment for indigenous group housing through Foundation Housing which would mean the facilities are demolished. Authority has been provided by Foundation Housing to NBAC to negotiate purchase.	JV adv 5 – 6 houses have already been demolished. Others have been purchased by new owners to either demolish or renovate. Complete
March 2010	Street lighting-condition/maintenance	Investigations of responsibilities required	Simon Kot	All lights not operating to be reported to Horizon Power. For discussion at May meeting. Current status: SK advised that all maintenance on street lighting be reported to Horizon Power as the SoR has a maintenance contract with Horizon to maintain and repair the street lights.	Horizon Power is the contact organisation for repairs and replacements. Not Shire responsibility. Completed

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Date Raised	Issues	Recommendation	Action Officer	Comments/Updates	Status
March 2010	Signage on North West Coastal Highway approach to Roebourne to direct traffic.	Shire to contact Main Roads to progress	Community Development	MRWA advised existing NWCH signage as adequate to meet Aust Standards. SoR has ordered signs to install "No through Rd" sign and signs further down to Woodbrook and Harding Dam.	Completed
May 2010	Naming of creeks of NWC Highway	That Council liaise with the Main Roads Department to ascertain if the creeks along the North West Coast Highway from Whim Creek to Karratha can have naming assigned.	Main Roads Department SoR Jack Shaw	MRWA advise that due to constant vandalism MRWA is investigating other methods to sign post the bridges. Signs reported missing or damaged have been attended to in the past but they often go missing or are damaged again.	Completed
May 2010	Dog Problem	Investigate dog problem at 661 A/B Bumup St	Ranger Services	May 2010 13 dogs removed from property in last 3 month. Issue addressed.	No further action.
May 2010	Light pole on School Oval	Power supply - Investigate location of 3 phase outlet	May 2010	Light pole on School Oval	Currently no outlet, but SoR will noted for budget consideration in 2011/12
24 June 2010	'Welcome to Ngarluma Country' airport sign – example at Paraburdoo Airport	Follow up with Larry Softly in regard to obtaining information about the Paraburdoo Airport Welcome to Country signage.	John Verbeek	Contact made with Larry Softly. Mr Softly advised that he attended Paraburdoo Airport and to the best of his knowledge there was no welcome to country sign at Paraburdoo airport.	Put on hold at request of SoR CEO
24 June 2010	Rubbish around the Roebourne water pipeline	Investigate the feasibility of reopening the Roebourne waste management facilities.	John Verbeek, Troy Davis, Allan Moulton	The Roebourne Waste management facility is permanently closed and there is no intention of reopening. It is currently operating as a waste transfer station. 19/8 Ron advised the Shire does a clean up each time they are out that direction.	No further action required
27 July 2010	Speed humps for Cheeditha Community	Investigate who is responsible for roads in Cheeditha.	John Verbeek	Determined not to be Shire responsibility.	No further action

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Wednesday 1 December 2010

Date Raised	Issues	Recommendation	Action Officer	Comments/Updates	Status
27 July 2010	Projects for Roebourne in 2010/11 Budget	That the Executive Manager Technical Services be invited to the next meeting of the Roebourne Advisory Council to outline the impacts of the 2010/11 Budget in regard to the Roebourne town site.	Troy Davis	Ron Van Welie gave an update on the Tech services budget – CD to save copy for future reference	No further action
27 July 2010	Cyclone Pole on top of Mt Welcome	That the loose Cyclone Warning pole on the top of Mt Welcome be repaired.	Kristy-Lee Cooke Mike Booth	It needs to be identified who is responsible for the repairs to the cyclone pole. Community Development to investigate with Technical Services whether FESA are responsible. New conduit has been installed. Pole appears to have been repaired.	Completed
27 July 2010	Weeds in streets and verges near Library	That the Technical Services Department undertake a weed removal program on the weeds and verges near the library.	Technical Services	The committee requested that the weeds be poisoned and removed near the library.	Completed
27 July 2010	Toilet signage	That the Technical Services Department investigate and report back on the requirement for signage advising the location of the toilets in Roebourne town centre.	Technical Services Ron Van Welie to advise Works Coordinator to attend to.	Beth Smith requested that Tech Services remove the public toilet sign from the Rec Club given it is no longer open for use.	Completed
27 July 2010	NWC T Junction signage	That Council liaise with the Main Roads Department to ascertain if the signage on the North West Coast T-junction can be replaced/repaired.	Main Roads Department	Needs to be determined who at the Shire will take carriage of liaising with Main Roads	Completed
27 July 2010	Quad bikes	That the Pilbara Police Superintendent be invited to the next meeting of the Roebourne Advisory Council to discuss solutions to the problem of quad bikes being driven along Roebourne footpaths.	Senior Ranger WAPOL  Angela Bell to Liaise with WAPOL.	Police advised that they were limited in terms of what they can do and that it was more a Shire matter to deal with. It was recommended that the police and Senior Ranger work together on joint patrols as the Shire have the power to seize bikes and vehicles. Council to work with WAPOL to educate children in Roebourne.	Rangers have increased patrols, no bikes impounded to date, focus on education of riders. Ongoing

Roeboume Advisory Committee Meeting – Minutes

Wednesday 1 December 2010

Date Raised	Issues	Recommendation	Action Officer	Comments/Updates	Status
27 July 2010	Vehicle congestion, throughput and lack of parking on Roe Street	That an investigation into the feasibility of removing the concrete treatments along Roe Street which inhibit parking is taken. That a program of monitoring the traffic movements along Roe Street in Roeboume be established to ascertain the speed of vehicles.	Technical Services	Recommendation by the committee was that Tech Services work in partnership with Main Roads and WAPOL to address. It was also recommended that the 50km zone be extended through town up past the oval given the children crossing roads etc. Moved: Beth Seconded: Jan	To be investigated as part of Roeboume rejuvenation scheme.
21 October 2010	Schedule Of Future Committee Meetings			The committee agreed to the first Monday of the Month at 5pm for all future Committee Meetings (except January).	All committee members notified
21 October 2010	Roeboume Library Staffing Issues		Leigh Cover	The matter of appropriate signage advising that the library was closed was discussed and it was resolved the Manager of Community Facilities will advise staff to display appropriate (size and location) signage advising the community members that the library was closed.	Completed Manager of facilities has been notified



## 12 INFRASTRUCTURE SERVICES

### 12.1 CARPARKING CHARGES - KARRATHA AIRPORT

<b>File No:</b>	<b>TT.81</b>
<b>Attachment(s)</b>	<b>PCI Pricing Report - 12 February 2010</b>
<b>Responsible Officer:</b>	<b>Director Infrastructure Services</b>
<b>Author Name:</b>	<b>Airport Manager</b>
<b>Disclosure of Interest:</b>	<b>Nil</b>

#### REPORT PURPOSE

For Council to reconsider the adopted fees and charges for car parking at Karratha Airport.

#### Background

Council, as part of the 2010/11 adopted budget, approved the Fees and Charges as part of this process. The fees and charges included the rates to be applied in the newly developed Karratha Airport carpark facility, and these charges are outlined below:

#### Karratha Airport Parking Fees

##### Short Term (Per Hour)

460710	0 - 1 Hour		Jan-2011	Free
460710	1 - 2 Hours		Jan-2011	* 3.00
460710	2 - 3 Hours		Jan-2011	* 5.00
460710	3 - 4 Hours		Jan-2011	* 6.00
460710	4 - 5 Hours		Jan-2011	* 7.00
460710	5 - 6 Hours		Jan-2011	* 8.00
460710	6 - 7 Hours		Jan-2011	* 9.00
460710	7 - 24 Hours		Jan-2011	* 25.00
460710	Additional Days		Jan-2011	* 25.00

##### Long Term (Per Day)

460710	1 - 7 Days		Jan-2011	* 10.00
460710	8- 14 Days		Jan-2011	* 8.00
460710	> 14 Days		Jan-2011	* 6.00

The charges above were proposed after Parking Consultants International (PCI) were engaged to look at pricing options, comparing Karratha to other similar sized regional airports around Australia, as well as looking at parking rates applied by capital city airports such as Perth.

PCI completed this engagement on 12 February 2010 and a copy of the report along with the recommendations is attached.

Since the publicising of proposed rates for the carpark at Karratha Airport, there has been some public opinion expressed in the local media relating to the imposition of carparking charges at Karratha Airport. Subsequently, Council have requested a review of specifically the one (1) hour free proposal within the adopted charges, and the potential initiation of a discount system for pension and health-care card holders.

## Issues

### One-hour free

The inclusion of a one-hour free allowance within the adopted carpark charges was designed to assist in the facilitation of short term parking, avoiding congestion of the pick-up and drop-off areas for those passengers wishing to see people off or greet people within the terminal building.

An excerpt from the PCI report is included below :

***“It is understood that the Airport would like to allow some free parking. Free periods are advertised at only two of the five airports surveyed. Perth Airport advertises free parking for up to 5 minutes while Townsville Airport advertises free parking for up to 12 minutes. While not advertised, it is likely that the other airports also offer a “grace period” which is generally sufficient to allow people entering the car park inadvertently or those who are unable to find a car space to leave without paying.”***

***Given the importance of facilitating short term parking, especially for those picking up and dropping off passengers, a free period of one hour is recommended. This will prove useful when the time comes to announce the implementation of controlled parking, particularly given that none of the other airports surveyed offer such a lengthy free period.”***

Some discussion has taken place on whether one (1) hour is an adequate amount of time for the provision of free parking. As outlined above, the provision of a one (1) hour free component is particularly generous compared to similar sized facilities.

Even if a customer utilising the airport stays longer than the free one (1) hour timeframe, the cost for the 1-2 hour timeframe is only \$3.00. This has been set lower due to the estimated low percentage of airport users that would park during this timeframe and is also evidenced by the below excerpt from the PCI report :

***“The average ratio of the cost of a full day’s stay in a car park compared to a 2 hour stay is 3.7 times. With a full day rate of \$25, this would imply a rate of \$6.75 for a 2 hour stay. Given that the proposed full day rate has been inflated to specifically dissuade long term parking, a lower rate for a 2 hour stay is recommended. A rate of \$3.00 is considered reasonable for this period, lower than the surveyed airports with prices ranging from \$7.80 in Perth down to \$5.00 in Alice Springs and Townsville. This represents a ratio of 8.33 times which is higher than the maximum ratio surveyed of 5.4 times in Townsville. While this rate may appear low, it is important to recognise that only 3% or parkers currently stay less than 2 hours. Opus’ surveys indicate that this figure may increase to 7 to 8% in peak times. As a result, customers staying for this period are unlikely to generate significant revenue.”***

Some feedback to Airport Management suggests that airline services to Karratha are constantly delayed, suggesting a more generous free timeframe should be provided. However, this feedback is not supported by recent data provided by the Bureau of Infrastructure, Transport, and Regional Economics (BITRE). This is outlined below for the month of September 2010 and shows 87.1% of Karratha services departing on-time.

**Karratha On-Time Performance**

	<b>Sectors Flown Departures</b>	<b>No. Departures On Time</b>	<b>% Departures On Time</b>	<b>Sectors Flown Arrivals</b>	<b>No. Arrivals On Time</b>	<b>% Arrivals On Time</b>
<b>All Airlines</b>	271	236	87.1	271	241	88.9

In addition to this, Karratha Airport provides a live and up-to-date flight information service for users of the airport relayed directly to the Shire of Roebourne website. This assists users of the airport to see if an arriving or departing flight has been delayed.

To adjust the discount out to a two (2) hour free timeframe would mean that it will be more difficult in the future if Council was to ever consider bringing the free component back to that which is in line with other airports (eg.15-30 minutes)

The financial cost of such a move to increase the one (1) hour free timeframe is difficult to quantify in the absence of any usage patterns post the implementation of paid carparking, however it appears reasonable to assume that there would be some resultant loss in revenue.

*Discounts for pensioners and health-care card holders*

The possibility of introducing a discount system for pensioners and health-care card holders has also been raised. The paid equipment that is being installed does not have the ability to recognise pensioner or health-care cards. The introduction of a pensioner discount or for health care card holders could benefit a small section of the community who may qualify for such a discount. It is proposed that the introduction of such a discount could be handled through Council's customer service area, where the person qualifying could pay the full price required at the carpark, then present their ticket as proof of payment and receive a re-imbusement for the cost of carparking.

Therefore any system will require an administrative cost to provide. A recent survey of three (3) other airport facilities has been conducted. The airports surveyed comprised Perth, Rockhampton and Mackay in order to gain a cross-section of examples from similar sized facilities, as well as a capital city example.

*Perth*

Currently no discount is provided either to pensioners or health care card holders. Perth Airport is shortly to remove all of the discounts it provides to the following groups :

- Authorised Contractors to Perth Airport
- RAC – Vehicle repairs
- Politicians
- Uniformed people (AFP, Army, Police, ect) only if they had appropriate department vehicles
- Media
- Flying Angels
- RPH – Royal Perth Hospital

- Patients of PAP's
- Department of Justice
- Aboriginal Liaisons

### Mackay

Mackay Airport currently provides no form of discounts to pensioners or health-care card holders.

However they do have some cards issued to passengers that have medical issues that require specialists treatment on a regular basis in Brisbane. These card holders are permitted to use the short term car park that is located closest to the terminal at the same cost as the long term car park.

### Rockhampton

No discount is currently provided to pensioners or health care card holders at Rockhampton Airport.

### **Options**

Council currently has an option available to adjust the carparking charges proposed for Karratha Airport in order to appease some sections of the community.

However, these decisions are being made in advance of the paid parking being implemented and in the absence of the very valuable hard data that can be collected once the paid carpark becomes operational.

Options are outlined below :

1. Adjust the free timeframe from one (1) hour to two (2) hours, and provide a pensioner/health-care card discount.
2. Not adjust the free timeframe or provide a pensioner/health-care card discount, in order to review the implementation of paid parking after 12 months from the date of commencement.

Option 2 is proposed as the most appropriate option for Council to adopt. This will allow the decisions to be made with the best information that can only be made available after actual implementation of the paid system.

### **Policy Implications**

There are no relevant policy implications pertaining to this matter.

### **Legislative Implications**

Under Section 6.19 of the Local Government Act (1995) Council is required to provide notice to the public of any fees and charges implemented after the adoption of the Budget.

### **Financial Implications**

Any financial implications relating to the adjustment of parking charges or the implementation of pensioner discounts are difficult to quantify at this point in time, as actual usage patterns post the implementation of paid carparking have yet to be determined.

### **Conclusion**

Given the imminent introduction of paid parking at Karratha Airport (scheduled for February 2011) it is proposed that the best option for Council is to endorse the fees as adopted within the 2010/11 budget process. After implementation for 12 months, there will then be an opportunity to review actual usage patterns and trends in order to make any changes to the fee structure.

**Voting Requirements**

Simple.

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**RECOMMENDATION**

**That Council:**

- 1. Note the feedback from the Community on the proposal to initiate paid parking at the Karratha Airport**
- 2. Reaffirm the carparking fees as adopted within the 2010/11 Budget Fees and Charges;**
- 3. Be provided with a report on usage patterns and income derived from each of the payment categories. This report to be provided 12 months after the implementation of paid parking.**



**ATTACHMENT 1 – PCI PRICING REPORT, 12 FEBRUARY 2010**

**SEE ATTACHED**



## **12.2 PROPOSAL FOR THE IMPLEMENTATION OF ADVISORY GROUPS FOR THE KEY STRATEGIC AREAS OF WASTE SERVICES AND KARRATHA AIRPORT.**

<b>File No:</b>	<b>CP.124</b>
<b>Attachment(s)</b>	<b>Nil</b>
<b>Responsible Officer:</b>	<b>Director Infrastructure Services</b>
<b>Author Name:</b>	<b>Director Infrastructure Services</b>
<b>Disclosure of Interest:</b>	<b>Nil</b>

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### **REPORT PURPOSE**

For Council to consider the creation of Advisory Groups to interface between the operational units of Karratha Airport and Waste Services and the Council.

### **Background**

Over the years, both the operational areas of Karratha Airport and Waste Services have grown considerably into significant 'businesses'. Whilst not recognised as formal business units, they expend and generate considerable financial resources for the Council and it is proposed that an Advisory Group comprising key staff and representatives from Council be created to oversight and progress the strategic direction of both areas to ensure they are sustainable and are positioned to meet the growing demands of their respective industries. Whilst the proposed Advisory Groups will allow discussion of key developments and strategic issues at a more informal level, the focus is not to be on operational matters.

### **Issues**

Both operational areas of the Karratha Airport and Waste Services have realised considerable growth over the past few years. It has been recognised that greater input and ownership of both areas, by Council, is required to ensure key strategic objectives are being formulated and delivered upon.

There are alternative configurations for such a group that include a formal committee of Council that is tied to the reporting structures and Standing Orders of that Council, or an Advisory Group structure that reports back through Council but doesn't have any decision making powers of their own. The second option provides for more informal discussions to take place outside of constrictive meeting protocols.

A number of other Local Authorities with similar arrangements were researched. Some Councils had groups with no staff representation (this model isn't supported as staff need inclusion to ensure the views of the operations are considered). Others were formal Committees of Council which appeared somewhat cumbersome and unwieldy when operated under Standing Orders. This format did not allow for open, robust discussion and consideration of issues.

Whichever model is ultimately adopted, it is proposed that the structure of these groups would be similar. As a guide, it should include key staff and Councillor representation to ensure a good cross-section of the organisation. It should allow for open, robust discussion of topics and not be restricted by unnecessary protocol but should have a structure to

ensure the meetings are managed appropriately, recommendations and actions are recorded and minutes are presented to Council.

The proposal for representation is as follows:

Shire President

Councillors x 2 (could be Infrastructure Portfolio Group)

Chief Executive Officer

Director Infrastructure Services

Manager (Waste Services or Airport)

It is also proposed the meeting model for the Advisory Groups not be a formal Committee of Council but a recognised Group with the above designated members. It is envisaged that the Groups would meet 'as required' however indications from other Local Governments is that due the complexities and rapid growth of these activities, meetings inadvertently become monthly.

### **Options**

Council has the following options available:

1. Initiate the Advisory Groups in the recommended format
2. Propose an alternative format
3. Not initiate the Advisory Groups

### **Policy Implications**

No implications

### **Legislative Implications**

No implications.

### **Financial Implications**

Whilst no direct financial implications are attributable to this proposal, it is envisaged that a greater strategic focus on these key activities of Council will realise improved, financially sustainable decision making.

### **Conclusion**

Both the Karratha Airport and Waste Services have grown into substantial financial concerns. In order to effectively inform the strategic direction of both these activities it is regarded as imperative that an Advisory Group be created for each of these operational areas.

### **Voting Requirements**

Simple.

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**RECOMMENDATION**

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**That Council:**

- 1. Approve the creation of a Karratha Airport Advisory Group to discuss and inform the strategic direction of the operations.**
- 2. Approve the representation of the Karratha Airport Advisory Group as:**
  - a. Shire President**
  - b. Councillor\_\_\_\_\_ and Councillor\_\_\_\_\_**
  - c. Chief Executive Officer**
  - d. Director Infrastructure Services**
  - e. Airport Manager**
- 3. Approve the meetings to be called by the respective Manager on an ‘as needs’ basis.**
- 4. Approve the creation of a Waste Services Advisory Group to discuss and inform the strategic direction of the operations.**
- 5. Approve the representation of the Waste Services Advisory Group as:**
  - a. Shire President**
  - b. Councillor\_\_\_\_\_ and Councillor\_\_\_\_\_**
  - c. Chief Executive Officer**
  - d. Director Infrastructure Services**
  - e. Manager Waste Services**
- 6. Approve the meetings to be called by the respective Manager on an ‘as needs’ basis.**



### **12.3 KARRATHA EFFLUENT REUSE SCHEME - MEMORANDUM OF UNDERSTANDING, RECYCLED WATER SUPPLY**

<b>File No:</b>	<b>SD.11</b>
<b>Attachment(s)</b>	<b>1. Draft Memorandum of Understanding-Recycled Water Supply, (to be provided)</b> <b>2. Correspondence-Legal advice from McLeods</b>
<b>Responsible Officer:</b>	<b>Director Infrastructure Services</b>
<b>Author Name:</b>	<b>Director Infrastructure Services</b>
<b>Disclosure of Interest:</b>	<b>Nil</b>

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#### **REPORT PURPOSE**

For Council to endorse the Memorandum of Understanding (MOU) for the supply of recycled water to the Karratha Effluent Reuse Scheme (the “Scheme”). The MOU was developed between the Water Corporation (WaterCorp) and the Shire of Roebourne.

#### **Background**

Council currently accepts recycled water from WaterCorp’s treatment facilities at Bulgarra (WWTP #1) and Gap Ridge (WWTP #2). The recycled water is stored in ponds then chlorinated and pumped to storage tanks at each of our major park facilities and the golf course for the reticulation of the green spaces.

One of the major gaps in this arrangement was the lack of an agreement between the two (2) parties for the disposal and reuse of the recycled water, which in turn did not provide for the necessary approvals from the Department of Health (DoH). This was highlighted as a high risk for the Shire and a critical action to be undertaken.

Over a number of years, considerable negotiations have taken place between all parties to agree a suitable MOU that not only met the requirements of the DoH with respect to water quality and risk mitigation, but also recognised the roles and responsibilities of both the Shire and WaterCorp, now and into the future, and the inherent issues faced by the Shire with aging and poor infrastructure.

It was the intention of both the Council and WaterCorp representatives that the MOU should represent a partnership to manage the system for the benefit of both parties rather than a strictly legal document that purely met our obligations to the DoH. To this end, the document not only contains expectations on the basic operations of the Scheme, but also provides for a number of actions for both parties to work towards, thereby making this MOU a ‘living’ document.

The key obligations of both parties are listed in Schedule 1 of the MOU and provided below:

#### ***WaterCorp’s Obligations***

- 1. Operate and maintain Karratha #1 and #2 WWTP so effluent quality meets wastewater quality requirements in schedule 2.*

2. *Operate and maintain the Reuse Facilities adjacent to Karratha #1 and #2 WWTP, including pumping station, chlorinator module and holding ponds once the SoR has satisfied items 1 - 4 detailed in the Recipients Infrastructure obligations.*
3. *Operate existent Overflow Evaporation Ponds at Karratha #1 WWTP as marked on the plan once the SoR has satisfied items 1 - 4 detailed in the Recipients Infrastructure obligations.*
4. *Operate infrastructure in accordance with DoH requirements*
5. *Install mechanical aeration at Karratha #2 WWTP to improve wastewater quality.*
6. *Upgrade the Overflow Evaporation Ponds near Karratha #1 WWTP including duplication of effluent pipeline and reinstatement of damaged evaporation ponds.*
7. *Corporation to install flow monitoring devices at delivery point to insure water allocation is correct as per schedule 3.*

### **Shire's Obligations**

1. *Upgrade chlorinator module and filtration system at Karratha #1 and #2 WWTP Reuse Facilities to Water Corporation standard.*
2. *Upgrade pumping station at Karratha #1 and #2 WWTP Reuse Facilities to Water Corporation standard.*
3. *Ensure all other assets at Karratha #1 & #2 WWTP Reuse Facilities and the Overflow Evaporation Ponds near Karratha #1 WWTP are safe and in reasonable working order.*
4. *Transfer ownership of land and assets from the SoR to Water Corporation for the two Reuse Facilities at Karratha #1 and #2 WWTPs.*
5. *Desludge Holding Ponds at both SoR Reuse Facilities.*
6. *SoR to own and operate communication system for transfer of water from pumping station to holding tanks*
7. *Operate and maintain SoR delivery system so as a minimum the daily water allocation entitlements are disposed as per schedule 3.*
8. *Operate infrastructure in accordance with DoH requirements*

### **Issues**

In order for both parties (Council and WaterCorp) to meet their legal obligations with respect to the disposal of recycled water, an agreement meeting DoH guidelines and requiring their approval needs to be developed and endorsed by both parties. Principally the requirements relate to the quality of the water being used and how the process is to be managed to minimise risk to the public. As discussed earlier in this report, both Council and WaterCorp representatives agreed the document needed to also recognise the current operational issues being faced by both parties and that the MOU should recognise a partnership to improve both sides of the operations.

The original proformas documentation provided by WaterCorp a number of years ago was a highly legal document that basically transferred all risk to Council once we received the water, with WaterCorp having limited obligations with respect to maintaining quality or quantity. Since that first document was tabled, both parties have spent considerable time and effort restructuring the entire document to recognise the partnership required for WaterCorp to safely dispose of their recycled water and for Council to safely benefit from

the use of the water for maintaining public open space. This MOU has become a test case for WaterCorp and will be the first of its kind, in this form, to be implemented in the State.

Through negotiations with WaterCorp and the undertaking of a risk workshop, it was recognised that the systems adjacent to WaterCorp's facilities at Bulgarra and Gap Ridge were high risk to Council and more aligned with the core business of WaterCorp. These facilities include storage ponds, chlorination units and pumping infrastructure. Through the MOU process it was agreed that it would be beneficial to both parties for WaterCorp to take over ownership and control of both facilities once a WaterCorp audit was undertaken and both facilities were brought up to a safe standard. To date, both chlorination units have been upgraded with modular chlorination units at a cost of approximately \$500,000. WaterCorp have undertaken a comprehensive audit of both facilities and have determined that the pumping facilities at WWTP#1 require a complete replacement and the pumping facilities at WWTP#2 require localised improvements. An estimate of cost to perform these works is in the order of \$2Million however detailed hydraulic analysis of the network including proposed extensions to the system to existing green spaces and to meet the aspirations of the City of the North project would need to be undertaken to ensure upgrades were suitable for future need.

Given the specific skill set required to undertake and manage these works is currently not available in-house, an agreement is being negotiated between Council staff and WaterCorp for WaterCorp to act as Council's technical advisers and Project Managers/Superintendents for the investigative and upgrade works. Their system knowledge and understanding of the local issues, plus their agreed obligations under the MOU would realise a solid and beneficial partnership. This would give Council a level of comfort that the oversight of the Scheme is with an entity that has this function as 'core business', thereby minimising our current, operational risk with staff managing and operating the Scheme with minimal, relevant technical knowledge.

As noted previously, in order for WaterCorp to take over the chlorination and pumping infrastructure, an upgrade to both facilities in the order of \$2Million is required. This work formed part of the overall upgrade plan and was rated in the higher risk categories, therefore it is not unplanned or unexpected work. Also, as a guide, Council currently expends approximately \$250,000 per annum on these facilities for maintenance, repairs, power and chlorine. Therefore these savings would be realised once the upgrade works were completed and the assets transferred to WaterCorp.

Indications from WaterCorp is that the hydraulic analysis work required to ensure any upgrade works meet future needs will cost in the vicinity of \$150,000-\$200,000 and will take approximately six (6) months to complete. The analysis will provide complete system requirements including infrastructure sizing, priority works and staging to coincide with expansions to green spaces or additional funding being sourced to expedite works.

In order to fund this analysis, a budget amendment will be required. The upgrade budget was reduced to \$500,000 from \$1Million this year due to the unknowns associated with the MOU and these funds have been almost fully expended in the upgrade of the chlorination units. Therefore to regain momentum on the upgrade project and to enable considered budget deliberations for 2011/2012, a budget amendment of \$200,000 is required. This will provide detailed design and costs prior to finalising the 2011/2012 and allow the upgrades of the pumping infrastructure and subsequent handover of assets to WaterCorp to occur early in 2011/2012.

Legal advice from Council's Solicitors on the draft document indicates that it *"will significantly improve the Shire's position with respect to its use of the treated effluent"*. Several suggestions for amendments to the document have been made, generally with

respect to ensuring parity in the expectations and obligations, and WaterCorp have amended the document accordingly.

### **Options**

With respect to the MOU, Council can either:

1. Endorse the MOU subject to amendments based on the legal advice from Council's Solicitors
2. Reject the MOU
3. Propose revisions to the MOU

With respect to the request for a budget amendment, Council can either approve the budget amendment of \$200,000 to undertake the comprehensive hydraulic analysis and design of the Scheme or not.

### **Policy Implications**

No implications

### **Legislative Implications**

The Health Act 1911 contains a number of provisions that regulate the use of recycled water supplies:

Section 94 - Prohibits chemical refuse or any waste that is injurious to health to be disposed in sewers or drains.

Section 98 – prohibits sewage being put anywhere unless it is authorized.

Section 107 – prohibits the use of any apparatus for the treatment of sewage unless approved by the Executive Director of Public Health.

Section 129 – prohibits the pollution of any water supply.

Section 130 – Riparian rights - Power to prevent water pollution and prosecute people responsible for water pollution.

Section 131 - The power to close off a water supply that is considered polluted or unfit for human consumption.

The Department of Environment and Conservation also regulates the use of recycled water on land under Part V of the Environmental Protection Act 1986.

In the main, Council is required to comply with the Guidelines for the Use of Recycled Water in Western Australia, which has specific provisions for both the provider and end user of the reuse water, including the drafting of a Recycled Water Quality Management Plan (RWQMP). The MOU is the first step to this plan which ties Council to the WaterCorp and clearly spells out who is the provider and who is the end user of the water. The water quality standards that are within the MOU relate back to the Guidelines.

### **Financial Implications**

Works recently completed and/or currently being undertaken to bring Council's infrastructure up to a safe condition is within Council's budget allocations.

Approximately \$2Million will need to be expended to bring the facilities, noted to be transferred to WaterCorp, up to a suitable standard. However this is contingent upon an

unbudgeted expenditure of approximately \$200,000 for detailed hydraulic analysis and design of the entire Scheme.

Approximately \$250,000 per annum will be saved by having the noted facilities transferred to WaterCorp.

### **Conclusion**

The MOU is a mandated step in the arrangements between WaterCorp and the Shire for the use of recycled water. The lack of an MOU, hence the lack of approval to run a reuse scheme was highlighted as a high risk to the organisation and a critical gap to be filled.

### **Voting Requirements**

Simple majority for the endorsement of the MOU.

Absolute majority for the budget amendment of \$200,000.

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## **RECOMMENDATION**

### **That Council:**

- 1. Endorse the Memorandum of Understanding-Recycled Water Supply and approve the signing of the document by the Chief Executive Officer and Shire President under the Common Seal.**
- 2. Approve a budget amendment of \$200,000 to account 432506 to undertake a comprehensive hydraulic analysis and design of the entire effluent reuse scheme including provisions for future developments. The funding to be sourced from the Infrastructure Reserve.**



**ATTACHMENT 1 – DRAFT MEMORANDUM OF UNDERSTANDING, RECYCLED  
WATER SUPPLY VERSION 6-9 NOVEMBER 2010**

**(TO BE PROVIDED)**



**ATTACHMENT 2 – CORRESPONDENCE; LEGAL ADVICE FROM MCLEODS**



Our Ref  
Your Ref

ES:LC:ROEB-27182

3 December 2010

Ms S Bowman  
Corporate Compliance Officer  
Shire of Roebourne  
PO Box 219  
KARRATHA WA 6714

**By email:** [susan.bowman@roebourne.wa.gov.au](mailto:susan.bowman@roebourne.wa.gov.au)



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Peter Wittkuhn  
Elisabeth Stevenson (Senior Associate)  
David Nicholson (Senior Associate)  
Peter Gillett (Senior Associate)

Dear Ms Bowman

**Draft Memorandum of Understanding Water Corporation**

We refer to our advice earlier this year with respect to the Shire's arrangement with the Water Corporation for the Shire's use of treated effluent for irrigating its public open space areas and the draft Memorandum of Understanding that has now been prepared to formalise the arrangement between the Shire and the Water Corporation.

You have requested that we review the draft Memorandum of Understanding with respect to protecting the Shire's interests in this matter. In addition, you have requested advice on any potential GST implications that might be presented by the proposed Memorandum of Understanding.

**1. Terms of the Memorandum of Understanding (MOU)**

In broad terms the MOU will significantly improve the Shire's position with respect to its use of the treated effluent in the sense that it places some obligation on the Water Corporation to provide treated effluent in a state that is suitable for the Shire's end use of the effluent. This is as opposed to expecting the Shire to accept effluent as provided and, if necessary, for the Shire to treat the effluent to make it suitable for the Shire's use.

In reviewing the MOU we have assumed that the Shire is satisfied with –

- (a) the quality standards for recycled water identified in Schedule 2;
- (b) the Shire's infrastructure obligations identified in Schedule 1; and
- (c) the water entitlements identified in Schedule 3.

The following comments are made with respect to the draft MOU –

- (a) under clause 5(c) the Water Corporation is only required to use its 'best endeavours' to supply recycled water that meets the quality standards. This is reciprocated in clause 6(a) under which the Shire is only required to use its 'best endeavours' to take recycled water up to the Shire's entitlement. It seems probable that a 'best endeavours' commitment is all that is feasible in the circumstances. However, your attention is drawn to the fact that the Water

**Draft Memorandum of Understanding Water Corporation**

Corporation will not be committing itself in a complete sense to meeting the quality standards;

- (b) under clauses 5 and 6 the Water Corporation is responsible for the recycled water up to the delivery point and the Shire takes responsibility from that point. This appears to be appropriate in the circumstances;
- (c) under clause 8 the Shire is required to take measures to prevent backflow of water into the Water Corporation's distribution system. The provision appears appropriate in the circumstances, however, it is recommended that the Shire request that the clause be amended to ensure that the Shire is only obligated to meet reasonable requests. This can be achieved by inserting –
  - (i) the word 'reasonably' after 'Corporation' in the first and second line of clause 8(a);
  - (ii) 'reasonable' after 'Corporation's' in line 1 of clause 8(b); and
  - (iii) 'reasonably' after 'Corporation' in the last line of clause 8(b);
- (d) under clause 10(d) the Water Corporation is only liable to the Shire for any loss or damage arising from the supply (or failure to supply) the recycled water, if the Water Corporation is negligent. This liability is limited by operation of clause 11.2, which limits any liability of the Water Corporation to the Shire to the amount of any insurance payout with respect to a particular matter or, if the matter is not covered by insurance to \$50,000.

In our view, any limit on liability between the parties should be reciprocal. Accordingly, it is recommended that the Shire request that clauses 10(d) and 11.2 be replaced by a provision that is worded to the effect that neither party is liable to the other party for any loss or damage that arises out of the performance of obligations under the MOU, with the exception of liability for negligence. It is also recommended that the Shire request that clause 11.2 be amended so that it applies to the liability of either party to the other party.

- (e) under clause 11.1 the Shire indemnifies the Water Corporation against any loss or claim that might be suffered or made with respect to anything arising from the subject matter of the MOU, unless the loss or claim arises from any negligence on the part of the Water Corporation. In our view, each party should indemnify the other from any loss or claim that might be suffered or made as a result of any act or omission of the other party. It is recommended that the Shire request that the indemnity in clause 11.1 be amended accordingly;
- (f) under clause 13(b) the Water Corporation will be able to terminate the MOU at any time with immediate effect if in the reasonable opinion of the Water Corporation the use of the recycled water represents a threat to public health or is causing environmental damage. Given the background to this matter, it is our view that the Shire should also be able to terminate the MOU with immediate effect if in its reasonable opinion it is being supplied with recycled water that represents a threat to public health or is causing environmental damage;
- (g) under clause 13(c) if the MOU is terminated by either party giving at least 12 months notice under clause 13(a), or by the Water Corporation under clause

**Draft Memorandum of Understanding Water Corporation**

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13(b), the Water Corporation will cease supplying recycled water to the Shire on a date determined by the Water Corporation. It is recommended that the Shire request that such supply should cease on a date agreed between the parties;

- (h) under clause 13(d) if the MOU is terminated the Water Corporation will have no obligation to supply, and the Shire will have no right or entitlement to receive, any recycled water. It is recommended that the Shire request that this be amended to provided that on termination the Shire will have no right or entitlement to receive any recycled water nor any further obligation under the MOU; and
- (i) 'quality standards' are defined in clause 1 as meaning the standard set out in Schedule 2. Schedule 2 identifies both a 'target quality standard' and a 'typical range quality standard'. It is recommended that the standard that is to apply under the Water Corporation's obligations in clause 5(c) and (d) be clarified.

**2. GST**

We have been requested to take into account the following comments from the Executive Manger Corporate Services –

'There appears to be clear Supply and Consideration from a GST perspective.

The Watercorp will supply the treated water to the Shire and the Shire in Consideration will not on sell the water (in addition there are other obligations as to the cessation of the agreement).'

Section 9.10 of the a new *Tax System (Goods and Services Tax) Act 1999 (GST Act)* defines a supply in the following terms –

- (1) A supply is any form of supply whatsoever.
- (2) Without limiting subsection (1), supply includes any of these;
  - (a) supply of goods;
  - (b) supply of services;
  - (c) provision of advice or information;
  - (d) a grant, assignment or surrender of real property;
  - (e) a creation, grant, transfer, assignment or surrender of any right;
  - (f) a financial supply;
  - (g) an entry into, or release from, an obligation;
    - (i) to do anything;
    - (ii) to refrain from an act;
    - (iii) to tolerate an act or situation;
  - (h) any combination of any 2 or more of the matters referred to in paragraphs (a) to (g).'

Under section 195-1, of the GST Act 'consideration' for a supply or acquisition, means any consideration within the meaning given by section 9-15, in connection with the supply or acquisition. Section 9-15(1) provides that consideration includes –

3 December 2010  
Shire of Roebourne

McLeods  
Page 4

**Draft Memorandum of Understanding Water Corporation**

- (a) any payment, or any act or forbearance, in connection with a supply of anything; and
- (b) any payment, or any act or forbearance, in response to or for the inducement of a supply of anything.'

'Payment' as defined by case law can include a non-monetary or 'inkind' form and this could include a forbearance such as agreeing to refrain from selling a particular product.

It is our opinion, however, that payment through a forbearance such as refraining from selling a particular product, is payment when that forbearance has a commercial benefit to the recipient. If one business agrees to do something for another business in return for that other business not competing with the first business by selling a particular product, then the first business has received a commercial benefit from its supply to the other business.

In our view, agreement to 'not on sell the water' and any obligation of the Shire with respect to the cessation of the agreement are simply the terms under which the Water Corporation agrees to provide the recycled water.

Under subdivision 38-1 of the GST Act a supply of water is a GST free supply. It is arguable that the Shire provides a benefit to the Water Corporation by taking the water and that this is also a supply under the MOU. However, it is our view that the potential for characterisation of the transaction in this way is fairly remote.

The base position is that the Water Corporation is making a non-taxable supply to the Shire and that in accordance with clause 3(a) of the MOU, the supply is made free of charge. There may be a cost saving to the Water Corporation through the Shire taking the water, but on the face of the MOU, the Water Corporation's objective is providing the recycled water is pursuit of the environmental commitment it refers to in the introduction to the MOU.

We are not able to provide a definitive view on the GST question but we doubt that the situation warrants any in depth analysis.

**3. Conclusion**

- (1) It is recommended that the Shire take up the matters that we have raised with respect to reaching agreement with the Water Corporation to make amendments to the MOU.
- (2) In our view the possibility that the MOU may have GST implicates for the Shire is very remote.

If you have any queries with respect to this matter please do not hesitate to contact Elisabeth Stevenson.

Yours faithfully



Contact: Elisabeth Stevenson  
Direct line: 9424 6202  
Email: [estevenson@mcleods.com.au](mailto:estevenson@mcleods.com.au)

## 12.4 KARRATHA AIRPORT TERMINAL LEASE - SANLEA PTY LTD

<b>File No:</b>	<b>TT.63</b>
<b>Attachment(s)</b>	<b>Floor Plan</b>
<b>Responsible Officer:</b>	<b>Director Infrastructure Services</b>
<b>Author Name:</b>	<b>Airport Manager</b>
<b>Disclosure of Interest:</b>	<b>Nil</b>

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### REPORT PURPOSE

The purpose of this report is for Council to further consider a request from Sanlea Pty Ltd to lease a portion of the Karratha Airport Terminal, being one of the recently refurbished office areas located behind the new check-in counter redevelopment. This lease item was previously considered by Council at the meeting held 18 October 2010.

### Background

At the Council meeting held 18 October 2010, Council considered a request by Sanlea Pty Ltd to lease one of the newly developed areas created by the recent check-in/baggage handling expansion.

The intention in creating these two (2) lease areas was to create additional office space for lease by ground handling agents/airlines for occupation by airline ground staff.

Independent Valuers were engaged in July 2010 to conduct a valuation of the lease areas, and have valued the particular area being proposed by Sanlea to attract an annual rental amount of \$20,900 per annum, exclusive of GST and inclusive of variable outgoings.

Council were required to advertise publicly for expressions of interest for this area, in order to comply with Section 3.58 of the Local Government Act (1995). This was resolved as follows at the 18 October Council Meeting :

### Res No : 151355

**That Council endorse the public advertising of lease area A2 in the Karratha Airport Terminal for a period of 2 years with an annual rental amount of \$20,900 per annum, exclusive of GST and inclusive of variable outgoings.**

Public advertising was carried out in the Pilbara News, on Wednesday 10<sup>th</sup> and 17<sup>th</sup> November 2010, seeking any expressions of interest for this lease space.

No submissions were received.

### Issues

As no submissions were received, it is proposed that Council enters into a lease agreement with the original proponent, Sanlea Pty Ltd for the annual rental amount of \$20,900 per annum, exclusive of GST and inclusive of variable outgoings.

### Options

Council has the following options available:

1. Approve the entering into a lease agreement with Sanlea Pty Ltd;
2. Not approve the entering into a lease agreement with Sanlea Pty Ltd;

**Policy Implications**

There are no relevant policy implications pertaining to this matter.

**Legislative Implications**

Compliance with Section 3.58 of the Local Government Act (1995) has been achieved.

**Financial Implications**

Additional airport related income via this new lease agreement.

**Conclusion**

The use of the proposed area is consistent with the intention of the recent works to create suitable space for ground handling agents to carry out their business in support of customer airlines utilising Karratha Airport. Accordingly, it is proposed that the lease with Sanlea Pty Ltd proceeds.

**Voting Requirements**

Simple.

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**RECOMMENDATION**

**That Council approves the lease of Area A1 within the Karratha Airport Terminal to Sanlea Pty Ltd for a period of 2 years, commencing 1 January 2011, for the annual rental amount of \$20,900 p.a, exclusive of GST and variable outgoings.**

**ATTACHMENT 1 – FLOOR PLAN**

**SEE ATTACHED**



## **12.5 REQUEST FOR BUDGET AMENDMENT TO UNDERTAKE KERB MAINTENANCE WORKS IN ROEBOURNE**

<b>File No:</b>	<b>RD.66</b>
<b>Attachment(s)</b>	<b>Nil</b>
<b>Responsible Officer:</b>	<b>Director Infrastructure Services</b>
<b>Author Name:</b>	<b>Manager Of Works</b>
<b>Disclosure of Interest:</b>	<b>Nil</b>

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### **REPORT PURPOSE**

For Council to consider the reallocation of surplus capital footpath funding to undertake required kerbing works within the Roebourne townsite.

### **Background**

Within the 2010/2011 financial year Council budgeted \$336,154 to undertake footpath construction works in the Roebourne townsite. Works have commenced and are expected to be completed prior to the end of December 2010. The works are being undertaken at the following locations:

1. Crawford Way \$136,410,
2. Cleaver Street \$24,359,
3. Harding Street \$24,359 and
4. Sherlock Street \$151,025.

The quoted amount for the Contractor's footpath works component is \$209,079. Council has further in house costs to deliver fill and supervision and combined with the Contractors cost component, the expectation is the total project will cost approximately \$275,000. Therefore there is an expected saving of approximately \$60,000 overall.

### **Issues**

Many areas of footpath will be formed against the rear of the existing kerbing and therefore any damaged kerb within the footpath construction areas will be repaired as part of the whole process. These costs have been factored into the project.

Unfortunately within the townsite areas there are many sections of broken / missing kerbing that have been previously removed before they become a liability.

Not only is kerb broken in many areas there is also no supportive backfilling which stabilises the kerb against vehicular impact.

The Contactors have a kerbing crew within the area which has kerb backfilling capability and they have been asked to review and price damaged kerb areas within the Roebourne townsite.

Council has also budgeted \$129,782 for footpath maintenance works this financial year which also provides for kerb maintenance adjacent to footpaths, of which there is a Contractor's component of \$70,000. It is envisaged that \$40,000 of this could be combined with the footpath construction savings component to enable kerb maintenance works

required within the Roebourne townsite. These actions would deliver a tangible improvement to the kerbing and general aesthetics within the Roebourne townsite.

### **Options**

Council has the following options:

1. Endorse the budget amendment to reallocate \$60,000 (being \$30,000 from both Crawford and Sherlock Street footpath construction projects) and endorse a budget amendment to reallocate \$40,000 from Footpath Maintenance with both reallocations going to a new account, Kerb Maintenance; or
2. Propose an alternative series of budget amendments; or
3. Not endorse the proposal.

### **Policy Implications**

No implications

### **Legislative Implications**

No implications.

### **Financial Implications**

No additional funding required with the 2010/2011 financial year.

Although difficult to quantify, there will be a reduction in public liability and maintenance costs through the elimination of many sections of failing / broken kerbs.

### **Conclusion**

Council is undertaking considerable footpath construction works in Roebourne this financial year which also involves kerb maintenance adjacent to these areas. With some cost savings realised in this project and the ability to utilise a concreting Contractor while they are in the town, Council have the opportunity to reallocate some funding to undertake much needed kerb maintenance works in Roebourne.

### **Voting Requirements**

Absolute.

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## **RECOMMENDATION**

**That Council:**

**Endorse the following budget amendments to undertake kerb maintenance works in Roebourne:**

1. **Create a new job number “Kerb Maintenance”**
2. **Amend job number 945828 Crawford Way Footpath Construction from \$136,410 to \$106,410 and allocate \$30,000 to Kerb Maintenance**
3. **Amend job number 945831 Sherlock Street Footpath Construction from \$151,025 to \$121,025 and allocate \$30,000 to Kerb Maintenance**
4. **Amend job number 642800 Footpath Maintenance from \$128,112 to \$88,112 and allocate \$40,000 to Kerb Maintenance**

## 12.6 VIRGIN BLUE LEASE - KARRATHA AIRPORT

<b>File No:</b>	<b>TT.63</b>
<b>Attachment(s)</b>	<b>1. Floor Plan</b> <b>2. Qantas Letter of Request</b> <b>3. Photos</b>
<b>Responsible Officer:</b>	<b>Director Infrastructure Services</b>
<b>Author Name:</b>	<b>Airport Manager</b>
<b>Disclosure of Interest:</b>	<b>Nil</b>

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### REPORT PURPOSE

The purpose of this report is for Council to consider a proposal for relocation of the existing office utilised by Virgin Blue in the Karratha Airport terminal building, subsequent to the recent redeveloped areas created as part of the recent upgrades to the check-in area.

### Background

Virgin Blue Airlines commenced servicing Karratha from Perth on 21 October 2008. Due to the limited timeframe between the announcement and introduction of services, interim office space was provided to Virgin Blue, as well as the temporary check-in areas until the recently completed check-in upgrade works were undertaken. Subsequently this was approved at the meeting held on September 30, 2008:

#### Res No : 14466

**That Council advertise its intention to lease to Virgin Blue, on a temporary basis until the end of January 2009, the areas within the Karratha Airport identified as GA1, GA2 and H2 at the respective market lease fee as determined in the Valuation Report dated 10 September 2008.**

Virgin Blue's temporary lease over these areas was then further considered by Council at the meeting held on 20 April 2009, where it was identified that due to the works being conducted in the check-in area, that the arrangements should continue through until December 2009, at that point the estimated completion date for the check-in works.

#### Res No : 14608

**That Council approve the extension of the Virgin Blue occupation of the lease areas GA1, GA2 and H2 within the Karratha Airport Terminal building, until December 2009, at the respective market lease fee as determined in the Valuation Report dated 10 September 2008.**

The check-in works have been recently completed and Virgin Blue has relocated their check-in operations to the newly refurbished check-in area.

Discussions have taken place with Virgin Blue regarding the proposed movement of their office space to one of the newly refurbished spaces that is located immediately behind the check-in area.

On 29 March 2010, correspondence addressed to the CEO was received from Rowan Chalmers, Regional Manager WA Airports for Qantas, seeking additional lounge space in Karratha. Due to the significant growth in the passenger volumes flying to Qantas, and the particularly undersized nature of the lounge facility. A copy of the correspondence is attached.

## **Issues**

### Office A3

The office A3 (shown on the attached plan) was valued in August 2010, by Independent Valuers, and this exercise produced a recommended market rental rate of \$425 per m<sup>2</sup> + outgoings and exclusive of GST. The office size is 33m<sup>2</sup>. Power is not separately sub-metered to this office area, and Independent Valuers proposed a further \$25 per m<sup>2</sup> be incorporated into any proposed lease for the recovering of electricity costs.

### Virgin Blue discussions

Virgin Blue have expressed an interest in securing this office space (A3). There have to date been no other formal approaches for office space within the terminal building, however under the Local Government Act (1995) Council is required to disclose publicly it's intention to dispose of property via lease.

The area A3 was the previous Ansett Golden Wing Lounge and as can be evidenced by the attached photos, included sections of joinery not entirely suitable for use as office space. This joinery was not removed during the redevelopment process. Virgin Blue have obtained quotations for the removal of this joinery and relocation of some electrical cables and data cables that are in place within one of the sections of joinery. This is to ensure that the office can be fitted out appropriately. These quotations amount to approximately \$20,000.

Virgin Blue, in discussions with Council's Airport Manager, have requested if the Shire is willing to offset some of the removal costs associated above by adjusting the lease valuation amount to reflect the work required to have the office prepared to a "shell state" ready for fit out.

It is proposed that over a 5-year term this would reduce the rate per m<sup>2</sup> to \$375 per m<sup>2</sup>, and reflect a 50% share of the costs required to have the office prepared to a "shell state".

As the check-in and back office areas have been recently renovated it is likely that they would not be included in the initial Stage 1 of terminal expansion works, so the granting of a 5-year term to Virgin Blue, subject to no other proposals being received after a period of public advertising, appears reasonable.

### Qantas Lounge Expansion

The opportunity to secure Virgin Blue's move to a new office facility also assists with the Qantas request for more lounge space to deal with the issues, included within the terminal expansion brief, associated with the lack of space in the existing facility. Qantas have a current lease with the Shire over their adjacent lounge and office space and the expansion into the new area would provide them with short-term relief whilst longer term plans are developed for a larger more permanent lounge presence in a better location within an

expanded departure lounge. An updated valuation to assess the rate at which the additional space would be leased to Qantas would need to be undertaken.

It is proposed that the adjustment to the Qantas lease incorporating the additional lounge space would need to be subsequently presented to Council, with the valuation and the results of any submissions that may arise from the period of public advertising.

### **Options**

Council has the following options available:

1. Approve in principle, subject to no submissions being received from public advertising, the leasing of the Area A3 to Virgin Blue, for a 5-year term, at the rate of \$375 per square metre per annum, plus \$25 per m2 electricity costs.

AND

2. Approve in principle the leasing of the space currently occupied by Virgin Blue, to Qantas as interim space for the creation of additional lounge space. This subject to a valuation being conducted and no alternative submissions being received from public advertising, and provide delegated authority to the Chief Executive Officer to finalise the lease arrangements.

OR

1. Not approve in principle, the leasing of the Area A3 to Virgin Blue, for a 5-year term, at the rate of \$375 per square metre per annum, plus \$25 per m2 electricity costs.

AND

2. Not approve in principle the leasing of the space currently occupied by Virgin Blue, to Qantas as interim space for the creation of additional lounge space.

### **Policy Implications**

There are no relevant policy implications pertaining to this matter.

### **Legislative Implications**

Section 3.58 of the Local Government Act (1995) which requires the Shire to publicly advertise intentions to dispose of property via lease for a period of 14 days and consider any submissions that may arise.

### **Financial Implications**

The leasing of the Area A3 will provide Council with a return on investment from the recently redeveloped office areas.

### **Conclusion**

Qantas require additional space to meet the growing corporate needs of their customers as outlined within the letter to the CEO. The securing of a Virgin Blue move to the new office area A3 will allow this space to become available. The intention of the creation of office space A3 was to create additional space for airline offices.

**Voting Requirements**

Simple.

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**RECOMMENDATION**

**That Council:**

- 1. Approve in principle, subject to no submissions being received from public advertising, the leasing of the Area A3 to Virgin Blue, for a 5-year term, at the rate of \$375 per square metre per annum, plus \$25 per m2 electricity costs.**
- 2. Approve in principle the leasing of the space currently occupied by Virgin Blue, to Qantas as interim space for the creation of additional lounge space. This subject to a valuation being conducted and no alternative submissions being received from public advertising.**
- 3. Delegate authority to the Chief Executive Officer to finalise the lease arrangements upon closure of the advertising period subject to no submissions being received.**

**ATTACHMENT 1 - FLOOR PLAN**

**SEE ATTACHED**



## ATTACHMENT 2 - QANTAS LEASE



Rowan Chalmers  
Regional Manager  
Western Australia Airports

29 March 2010

Ms Collene Longmore,  
Chief Executive Officer  
Shire of Roebourne  
PO Box 219  
KARRATHA WA 6714

Dear Collene,

### **Request for Additional Lounge Space - Karratha Airport**

Thank you for making time in your schedule to meet with Adrian and myself last week – I really enjoyed our meeting and getting up to speed on the many new developments under way in Karratha.

My reason for writing is related to our discussion around the possibility of space becoming free within the existing terminal at the airport. This letter confirms that, if we are allowed to occupy this space, it would be our intention to expand our lounge area for the benefit of our customers flying to and from Karratha.

The Qantas Group has been flying to Karratha since 1994. Over these 16 years, we have grown service frequency from 16 to 53 services per week and our fleet has grown from 64 seat BAe146 to 168 seat B737-800 aircraft. We now carry around 10,000 passengers each week to and from Karratha but sadly, our lounge, with only 25 seats, has not kept pace with the level of growth and we really need some interim relief until the new terminal expansion is completed.

Within Western Australia, Qantas has invested in regional lounges in Kalgoorlie, Broome, Port Hedland and Karratha. As a full service airline, the provision of lounge facilities has become an expected part of the service offering at both a regional, domestic and International level. The lounge provides facilities and comfort for many international and interstate visitors to the Pilbara region in addition to many Roebourne Shire residents.

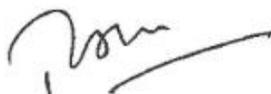
Qantas has recently announced new direct services between Karratha and Melbourne and Sydney in addition to our present direct Brisbane service. These services will be of significant benefit to the community of both Karratha and the Shire of Roebourne and they underline our commitment to serving the community. We would also note that we have not approached the Shire for financial support through waiving of passenger charges or landing fee concessions for these new services.

Qantas has been for many years your largest partner at Karratha Airport. With the proposed terminal redevelopment, our commercial relationship will be further expanded. We intend leasing a large area of terminal space to accommodate a new, state of the art lounge facility. However, as an interim measure, we desperately need to expand the current lounge.

As many councillors know Qantas has extended community support and responded to the needs of your community either directly or through John MacGowan and his organisation. We are not a charter operator but a full service airline providing safe, reliable and dependable services to the community.

We strongly believe that an expanded lounge facility will significantly enhance Karratha Airport's reputation for service standards and improve our service offering and we hope that Council will look favourably on our request.

Yours sincerely



Qantas Airways Limited ABN 16 009 661 901  
Qantas Centre 203 Coward Street Mascot NSW 2020 Australia  
Telephone 61 (2) 9691 3636

[qantas.com](http://qantas.com)

**ATTACHMENT 3 - PHOTOS**





## 12.7 KARRATHA AIRPORT TERMINAL EXPANSION

<b>File No:</b>	<b>TT.39</b>
<b>Attachment(s)</b>	<b>GHD Terminal Expansion Architectural Concept Design</b>
<b>Responsible Officer:</b>	<b>Director Infrastructure Services</b>
<b>Author Name:</b>	<b>Airport Manager</b>
<b>Disclosure of Interest:</b>	<b>Nil</b>

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### REPORT PURPOSE

For Council to endorse the GHD Terminal Expansion Architectural Concept Design report that was presented to Council in August 2010.

### Background

In November 2009 GHD and Airbiz were engaged to develop concept designs for the proposed expansion of the Karratha Airport terminal building.

As Council would be aware, the terminal building at Karratha Airport has come under significant strain over the last three (3) years as passenger numbers passing through the facility have risen at an average of 20%+ per annum.

The GHD/Airbiz report identified three (3) preliminary options for the development of the terminal building at Karratha. One of these options was then developed architecturally and costed to give Council an idea of ultimate expenditure required.

This report was then presented to Council at a briefing session on Thursday August 26, 2010.

### Issues

#### GHD Report

The scope of the GHD report firstly involved the conducting of a planning exercise by Airbiz to ascertain the ideal space requirements for each functional area. This was comprised of the current peak hour schedule and aircraft types utilising the facility, with additional space for growth built in at the request of Council. This resulted in the space required including three (3) additional aircraft in the current busy area, bringing the total aircraft planned for in the busy hour to six (6) narrow body aircraft types (3 x 737-800 and 3 x E-190/F100)

The concept design was then developed according to the outcomes of this planning exercise. In order to cater for the space requirements the finalised concept included the addition of an international area for dual use as domestic space, and the inclusion of a second floor with upstairs space being utilised for both airport management offices and suitable space for airline and airport conference and lounge facilities.

The concept design also included elements of the architectural exterior of the existing building undergoing significant treatments to represent a more iconic looking building, at the request of Council.

The GHD report provides a good starting point for expansion of the terminal building, and the research undertaken by Airbiz will prove useful, as airport planning principles have been applied in the sizing of the various functional areas to meet the growth that the facility is continuing to experience.

However, the report does not delve into any great detail of how the proposed concept design would be staged during construction. This requires further investigation as to how expansion of the building would be undertaken.

In addition, the construction of the second storey and the enhanced facade to the building appear to have contributed to the significant estimated construction cost contained within the report of \$90m - \$120m.

#### Next steps and key priorities

GHD have, subsequent to the presentation of the concept report, provided a business case proposal and an outline of staging priorities. However, it is considered, that in particular with the business case proposal, that this be conducted as a matter of urgency to identify exactly, the ability of the Shire to fund priority expansion of the Karratha Airport terminal building.

The building is now critically stressed within the following key functional areas at the peak hour:

- Toilets – the inadequate nature of the existing toilet facilities has reached a critical level during the peak hour – this is between 1600 and 1700 Monday - Friday where three (3) aircraft arrive with the potential for up to 372 passengers to disembark from these aircraft. In addition three (3) aircraft departing during this period with a potential for 372 passengers to travel on these aircraft adds to the strain on the existing toilet facilities.
- Screening Point and Departure Lounge – The movement of the glass panelling to create temporary additional space has provided temporary relief in this area however the facility remains under-sized to cope with peak passenger demand.
- Location of bar and cafe facilities – The location of these facilities and the sizing of them, inadequacy of kitchen and storage areas.
- Sizing of the arrivals hall for baggage area for peak aircraft demand

#### International Capability

In addition to the above, the proposal from GHD also outlined the possibility of provisioning suitable space for processing international passengers. This is currently being reviewed by Council staff and a separate report is to be provided to Council regarding the process to identify and apply for the approval to operate international services. It is the opinion of Council officers that the critical nature of the above shortcomings with the existing building should be addressed as a priority, and that the desire to attract an international service should be addressed in parallel as part of this process.

#### Next Steps

It is proposed to progress the concept report provided by GHD to the next step through progressing the immediate priorities of the terminal expansion to a concept design with consideration given to staging priorities.

It is proposed to engage an architectural Consultant in order to progress further into concept design work and preliminary investigations. Indications are that an initial fee of \$30,000 will be adequate. A brief is to be developed to outline the requirements for the next stage, however an indicative scope is:

Detailed review/analysis of GHD/Airbiz Master Plan (assuming an alternate Consultant)
Liaise with Client to determine anticipated number of development stages (projected growth in demand plus funding capacity will inform this process utilising projections in the recently adopted Capital Works Plan)
Establish stage 1 design criteria (ie immediate functional demands up to the anticipated date for further expansion)
Define the functional brief for the staged redevelopment
Review functional layout in Airbiz report to determine implications of the staging requirements
Update functional layout as required.
Work with QS to provide updated cost estimate

Once this phase of work is complete, it will require Shire endorsement. A schematic design should then be developed for the full master planned terminal, continuing to be cognisant of the staging requirements. This stage of work may be undertaken on a fixed fee basis if the scope is adequately defined, or it may continue to be undertaken on an hourly rates basis.

At completion of the schematic design phase, the first stage development can commence detailed design.

The time estimate for the first phase above is estimated at 3 months from engagement, working on a report back to Council for the April 2011 meeting.

As passenger numbers continue to rise, the ability of the Shire to effectively and proactively address the critical pinch points of the existing building are now considered to be an immediate priority. Particularly in order to build upon the successful redevelopment of the carparking facilities, current works in design phase to upgrade power and water infrastructure, and the recently completed check-in upgrades.

**Options**

Council has the following options available:

1. Receive the GHD Terminal Expansion Architectural Report and progress to the engagement of a Consultant, initially on a rates basis, as outlined above, to progress the staging and scoping of the key priorities outlined within this report.

OR

2. Not endorse the GHD Terminal Expansion Architectural Report or progress further with the staging and scoping of the key priorities outlined within this report.

**Policy Implications**

There are no relevant policy implications pertaining to this matter.

**Legislative Implications**

There are no relevant legislative implications pertaining to this matter.

**Financial Implications**

The proposed costs pertaining to the engagement of a Consultant can be funded from the Airport Consultancy budget.

**Conclusion**

With Council endorsing the report provided by GHD this will provide a critical stepping stone in the process to progressing with the staged development of the terminal building. The building is currently dysfunctional within the peak hour, with basic facilities such as toilets and public areas unable to cope with the demands being placed upon them.

**Voting Requirements**

Simple.

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**RECOMMENDATION**

**That Council:**

- 1) Receive the GHD Terminal Expansion Architectural Report**
- 2) Endorse the engagement of a Consultant to progress with priority staging and design of expansion requirements, with an update on progress to be provided to the April 2011 meeting of Council.**

**ATTACHMENT 1 – GHD TERMINAL EXPANSION ARCHITECTURAL CONCEPT DESIGN**

**SEE ATTACHED**



## **12.8 REQUEST FOR THE REALLOCATION OF SURPLUS FUNDING AND FOR ADDITIONAL FUNDING FOR AESTHETIC WORKS AT THE ROEBOURNE COMMUNITY HALL**

<b>File No:</b>	<b>CP.148</b>
<b>Attachment(s)</b>	<b>Project Brief for the Roebourne Community Hall</b>
<b>Responsible Officer:</b>	<b>Director Infrastructure Services</b>
<b>Author Name:</b>	<b>Engineering Technical Officer</b>
<b>Disclosure of Interest:</b>	<b>Nil</b>

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### **REPORT PURPOSE**

For Council to consider the reallocation of surplus funding from the planned power upgrade and contribute additional funding to complete the aesthetic works throughout the facility.

### **Background**

The Community Hall located on Lot 760 Sholl Street, Roebourne was built in the early 1980's hence many of its facilities were non compliant with current standards and the hall had become generally run-down. Earlier this year the Shire commenced the upgrade of the facilities to improve compliance however only limited aesthetics works were completed where they tied into the compliance works.

As part of the works a power upgrade was required for the daily operation of the hall, thus \$143,000 incl. GST was budgeted for the works as estimated by Horizon Power for a new transformer. Subsequently, a more detailed design was undertaken by Horizon Power and a new transformer was not required, just minor works.

### **Issues**

The quoted amount for the contractors to complete the power upgrade is \$40,393 which leaves a surplus of \$102,607 from the original \$143,000 budget GST Inc. The surplus was proposed by the Roebourne Steering Committee to be redirected for upgrading the aesthetics of the hall. In addition to the surplus, a further \$75,000 GST Inc is required to complete the works.

The work includes:

- *Remove old vinyl and bench tops in dressing rooms.*
- *Supply and install new vinyl and bench tops.*
- *Re-lay new splash back tiles.*
- *Supply and install new patio to entry of hall. Using RHS duragal beam and battens with trim deck roofing.*
- *Install adequate lighting with the new patio.*
- *Supply and install moorings in floor for sporting equipment*
- *Supply and lay exposed aggregate concrete to existing garden beds*
- *Supply and install new water fountain*
- *Paint interior walls with a coat of Acra-Shield*
- *Re-grout tiles in men's bathroom*
- *Clean front patio area*
- *Remove slats from foyer ceiling and supply and install plaster board ceiling,*

*including painting.*

- *Repair walls and ceilings throughout hall where slats are missing*
- *To upgrade the power supply to accommodate more amps for the existing power points in the Kitchen*
- *Repair the carpark lighting*

### **Options**

Council has the following options available:

1. To resolve to approve the reallocation of funding and contribute additional funding.
2. To resolve to reject the proposal.

### **Policy Implications**

There are no relevant policy implications pertaining to this matter.

### **Legislative Implications**

There are no relevant legislative implications pertaining to this matter.

### **Financial Implications**

A budget amendment resolved by Absolute Majority will be required.

### **Conclusion**

The Roebourne Community Hall was constructed in the 1980's with limited maintenance and renovation works completed in that time. The facility is utilised heavily by the community and needs to be upgraded and maintained for continued future usage.

### **Voting Requirements**

Absolute.

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## **RECOMMENDATION**

**That Council:**

1. **Endorses the reallocation of surplus funding from job number 933400 to a new account number to be created for the additional aesthetic works at the Roebourne Hall costed at \$102,607 GST inc, and**
2. **Endorse a budget amendment to contribute an additional \$75,000 Gst Inc funding from Council's Capital Infrastructure Reserve to complete the works.**

**ATTACHMENT 1 – PROJECT BRIEF**

**PROJECT BRIEF**



<b>Project Title*</b>	<i>Roebourne Community Centre Aesthetics Upgrade</i>
<b>Project Number*</b>	<i>[INSERT NUMBER]</i>

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<b>Department*</b>	Technical Services
<b>Last Updated:</b>	3 <sup>rd</sup> December 2010
<b>Author:</b>	Vince Tran
<b>Project Manager(s)*</b>	Vince Tran

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\* Indicates mandatory parameters  
Attachment - PROJECT BRIEF for Roebourne Community Hall

Project Overview Statement—Executive Summary

**1. PROJECT OVERVIEW\***

**1.1. Project Scope**

- *Remove old vinyl and bench tops in dressing rooms.*
  - *SAI new vinyl and bench tops.*
  - *Re-lay new splash back tiles.*
- *SAI new patio to entry of hall. Using RHS duragal beam and battens with trim deck roofing.*
- *Install adequate lighting with the new patio.*
- *Supply and install moorings in floor for sporting equipment*
- *Supply and lay exposed aggregate concrete to existing garden beds*
- *SAI new water fountain*
- *Paint interior walls with a coat of Acra–Shield*
- *RegROUT tiles in men’s bathroom*
- *Clean front patio area*
- *Remove slats from foyer ceiling and supply and install plaster board ceiling, including painting.*
- *Repair walls and ceilings throughout hall where slats are missing*
- *To upgrade the power supply to accommodate more amps for the existing power points in the Kitchen.*
- *Repair the existing Carpark lighting*

**1.2. Project Authority**

Funding Round	Funding Body	Budget	Date (Anticipated/Received)
2010/2011	SOR Budget	\$177,607	2010/2011

**1.3. Background**

The upgrades to the Roebourne Community Centre forms part of the Roebourne Youth Precinct Master Plan developed by Arbor Vitae in conjunction with CCS Strategic Management. This plan has been produced in the context of the Roebourne Enhancement Scheme for the Pilbara Development Commission. The youth precinct has been developed around the existing community hall, aquatic centre and the primary school. The Shire of Roebourne adopted this Master Plan in May 2004.

Outlined within this plan is a 4 stage process to develop the Youth Precinct. The community centre upgrades represents stage 3 of the master plan albeit a modified version of the original outlined in the master plan. Stage 1 of the plan completed in 2006 was the construction of 2 covered multi use courts with associated change rooms, toilets and kiosk facilities. Stage 2 which has been completed in early 2009 was the upgrade to the Primary School Oval which can accommodate standard size football, soccer and rugby fields. This oval is also fully lit to a standard that can accommodate big ball sports such as football and soccer.

Stage 4 of the master plan relates to the construction of a stand alone youth centre adjacent to the Community Centre. Discussions are ongoing with Yaandina on what facilities will be required within the youth centre as they will be a regular user to run their youth and family activities.

Project Overview Statement—Executive Summary

**1.4. Primary Project Objectives\***

- Improve the functionality of the centre to cater for a wide range of activities
- Improve the status of all user agreements for the facility.

**2. PRIMARY PROJECT DELIVERABLES\***

Milestone	Deliverables	Date
Specification & Design Finalized	Design Specifications and Plans	22/11/2010
Tender/Quotations Awarded	Contract, Quotations, Advertise, Assess, Award	24/12/2010
Construction Commences	Works Program/Timeline	30/01/2011
Construction Completed	Final Construction Handover Checklist	31/03/2011

**3. PROJECT ROLES & RESPONSIBILITIES**

**3.1. Project Team\***

Role	Tasks	Position Title
Project Sponsor: Leigh Cover	Strategic Manager	Manager Community Facilities
Project Manager: Vince Tran	Operational Manager, Manages Day to Day Activities	Engineering Technical Officer

Project Overview Statement—Executive Summary

**3.2. SoR Working Group**

Tasks	Position Title
<ul style="list-style-type: none"> <li>• Prepare scope of works</li> <li>• Collate cost estimates</li> <li>• Manage Project</li> <li>• Prepare Tender documents</li> </ul>	Engineering Technical Officer: Vince Tran
<ul style="list-style-type: none"> <li>• Community/User group consultation</li> <li>• Seek possible external funding</li> <li>• Prepare and negotiate user group agreements</li> <li>• Provide options for public art (murials)</li> </ul>	Manager Community Facilities: Leigh Cover
<ul style="list-style-type: none"> <li>• Oversee Project &amp; provide direction.</li> </ul>	Roebourne Steering Committee: John Lally Joanne Pritchard Garry Bailey Fiona White-Hartig Leigh Cover Vince Tran

**3.3. External Working Groups/Stakeholders**

Role	Tasks	Name
User Groups	Identify facility and usage requirements.	PCYC/Yaandina

**4. PROJECT CONDITIONS\***

**4.1. Project Assumptions**

- Council appoints Funding through Budget Review 15<sup>th</sup> November 2010
- Works commence Jan 30<sup>th</sup> 2011

**4.2. Project Issues, Risks and Constraints**

- Contractor Availability
- Ongoing user hire
- Adequate Funding
- Electrical compliance of existing facility.
- Work at end of Wet/Cyclone season

**5. SCOPE OF SERVICES/GOODS**

Quotation

Tender:

**5.1. Services/Goods Requirements**

- *Remove old vinyl and bench tops in dressing rooms.*
  - *SAI new vinyl and bench tops.*
  - *Re-lay new splash back tiles.*
- *SAI new patio to entry of hall. Using RHS duragal beam and battens with trim deck roofing.*
- *Install adequate lighting with the new patio.*
- *Supply and install moorings in floor for sporting equipment*
- *Supply and lay exposed aggregate concrete to existing garden beds*
- *SAI new water fountain*
- *Paint interior walls with a coat of Acra–Shield*
- *RegROUT tiles in men’s bathroom*
- *Clean front patio area*
- *Remove slats from foyer ceiling and supply and install plaster board ceiling, including painting.*
- *Repair walls and ceilings throughout hall where slats are missing*
- *To upgrade the power supply to accommodate more amps for the existing power points in the Kitchen.*
- *Repair the existing Carpark lighting*

**5.2. Methodology**

Selection/Compliance Criteria	Proposed Weighting
Relevant Experience	20
Key Personnel & Resources	20
Ability to achieve Timeline	30
Price	30

**5.3. Recommended Providers [Applicable to EOI or Quotations]**

Quotations – Local Providers as advised by relevant coordinator.

**5.4. Fee Submission**

Quotations and Tender Fees to be established as Fixed Price.

Project Overview Statement—Executive Summary

**5.5. Contract Conditions and Term**

Contract Conditions

In the accordance with the Terms and Conditions of the GC5, General conditions of Contract for the Provision of Minor Works and Services OR as applicable relevant Australian Standards Contract.

Contract Term

Construction Works to be completed by March 2011.

**6. PROJECT IMPLEMENTATION SCHEDULE\***

Milestone #	Project Milestone Description	Date Estimate	Priority/Likelihood
1	Confirm Scope of Works	Nov 10	
3	Tender Advertised	Nov 10	
4	Construction Commences	Jan 11	
5	Construction Completed	Mar 11	

Next Steps\*

1. *Submit for Project Sponsor Approval (Roebourne Steering Committee)*
2. *Complete Quotation/EOI or Tender Specification Documentation*
3. *Seek Specification Approval*
4. *Identify Evaluation Panel*
5. *Finalise PF1*

**APPROVALS\***

Prepared By \_\_\_\_\_  
Project Manager

Approved By \_\_\_\_\_  
Project Sponsor

## **13 DEVELOPMENT AND REGULATORY SERVICES**

### **13.1 INITIATION OF PROPOSED SHIRE OF ROEBOURNE TOWN PLANNING SCHEME NO. 8 AMENDMENT NO. 24 - TAMBREY NEIGHBOURHOOD CENTRE**

<b>File No:</b>	<b>LP.74</b>
<b>Attachment(s)</b>	<b>Scheme Initiation Report</b>
<b>Responsible Officer:</b>	<b>Director Development and Regulatory Services</b>
<b>Author Name:</b>	<b>Manager Strategic Planning Services</b>
<b>Disclosure of Interest:</b>	<b>Nil</b>

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#### **REPORT PURPOSE**

For the Council to consider a request to initiate an amendment to the *Shire of Roebourne Town Planning Scheme No. 8* (TPS8) to reclassify Lot 302 on Deposited Plan 53853 Tambrey Drive, Nickol from 'Parks, Recreation and Drainage' reserve to 'Urban Development' zone in order to facilitate the future development of the 'Tambrey Neighbourhood Centre'.

#### **Background**

The Scheme amendment request was received on 19 October 2010 prepared and submitted by TPG Planning and Urban Design on behalf of LandCorp (see attached Scheme initiation report containing plans and supporting information). Reclassifying the land to 'Urban Development' zone will enable the preparation of a Development Plan to guide the future subdivision of the land.

The subject site has been identified historically as being suitable for the development of a neighbourhood centre in a number of strategic planning documents and plans including:

1. Karratha Area Development Strategy (1998)
2. Karratha Regional Hotspots Land Supply Update (2010)
3. Karratha 2020 Vision and Community Plan (2009)
4. Karratha Retail and Commercial Strategy (2009)
5. Karratha City Growth Plan (2010)

The proposed neighbourhood centre is anticipated to support up to 4500m<sup>2</sup> retail floor space and mixed used residential development. TPG states that the implementation of a future Development Plan will facilitate the timely, orderly and proper delivery of a neighbourhood shopping centre that will provide the local community with greater retail choice, services, amenities and increased housing diversity.

It should be noted that the Council has already initiated Amendment No. 21 (City Wide Growth Strategy) to TPS8 that proposes reclassifying the same site to Urban Development (Development Area 7) for the purposes of the neighbourhood centre. Due to the complexity of Amendment No. 21, it is likely that some delays may be encountered in having the amendment finally approved. It is anticipated that this amendment will assist in fast tracking the ultimate development of the site.

### **Issues**

As stated, the proposed reclassification of the site to the 'Urban Development' zone through Amendment No. 21 has already been initiated by the Council. Final approval of Amendment No. 24 will assist in fast tracking the eventual development of the land. Reclassifying the land from 'Parks, Recreation and Drainage' reserve to 'Urban Development' zone will enable the submission of a Development Plan to guide the future planning of the neighbourhood centre. Furthermore, the land has been historically been strategically identified for the purpose of a commercial and mixed use neighbourhood centre. It is therefore recommended that the Council initiate this Scheme amendment.

### **Options**

Council has the following options available:

1. To initiate the proposed Scheme Amendment No. 24 to reclassify Lot 302 on Deposited Plan 53853 Tambrey Drive, Nickol from 'Parks, Recreation and Drainage' reserve to 'Urban Development' zone.
2. Not to initiate the proposed Scheme Amendment No. 24 to reclassify Lot 302 on Deposited Plan 53853 Tambrey Drive, Nickol from 'Parks, Recreation and Drainage' reserve to 'Urban Development' zone.

### **Policy Implications**

There are no relevant policy implications pertaining to this matter.

### **Legislative Implications**

The process for amending the Town Planning Scheme shall be undertaken in accordance with the *Planning and Development Act 2005* and associated Regulations.

### **Financial Implications**

Based on historic instances of similar Scheme amendments, it is anticipated that the final Planning assessment fee will total approximately \$1,500 which includes professional and administrative billing hours and disbursements (advertising etc.).

### **Conclusion**

The proposed reclassification of Lot 302 Tambrey Drive, Nickol through Amendment No. 24 is considered appropriate in order to facilitate the ultimate timely development of the site for the purposes of the Tambrey Neighbourhood Centre pending determination of Amendment No. 21. The 'Urban Development' zoning enables the preparation and submission of a Development Plan to properly guide the future development of the land.

Reclassifying the land is another step in the implementation of the City Wide Growth Strategy and the land has historically been strategically identified through numerous planning studies for the purposes of a commercial and mixed use neighbourhood centre. It is therefore recommended that the Council initiate the Scheme amendment and request the Chief Executive Officer to forward the amendment to the Environmental Protection Authority.

### **Voting Requirements**

Simple.

---

**RECOMMENDATION**

**That's Council –**

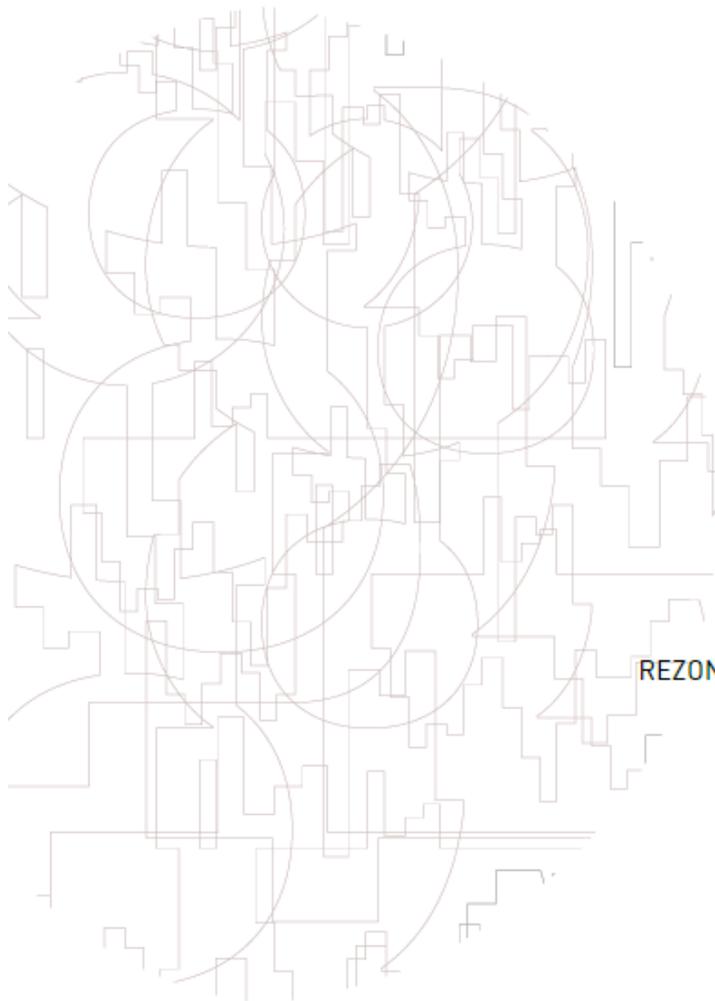
1. Initiate the proposed *Shire of Roebourne Town Planning Scheme No. 8* Amendment No. 24 to reclassify Lot 302 on Deposited Plan 53853 Tambrey Drive, Nickol from 'Parks, Recreation and Drainage' reserve to 'Urban Development' zone.
2. Subject to the advice from the Environmental Protection Authority that under s.48A of the *Environmental Protection Act 1986* the Amendment is not subject to formal environment assessment, request the Chief Executive Officer to advertise the Amendment in accordance with the requirements of the *Town Planning Regulations 1967* for a period of 42 days.



**ATTACHMENT 1 - SCHEME INITIATION REPORT**



TOWN PLANNING  
AND URBAN DESIGN



**SHIRE OF ROEBOURNE  
TOWN PLANNING SCHEME NO. 8**

**REZONING REQUEST - LOT 302 TAMBREY  
DRIVE, NICKOL**

711-088  
OCTOBER 2010

perth  
sydney

ii



**DOCUMENT CONTROL**

Document ID: PLANNING/PG 2011/Final Documents/Final Report/Final Tambrey Report 13.10.10						
Issue	Date	Status	Prepared by		Approved by	
			Name	Initials	Name	Initials
1	08.10.10	Draft	David Read		Tony Paduano	
2	13.10.10	Final	David Read		Tony Paduano	

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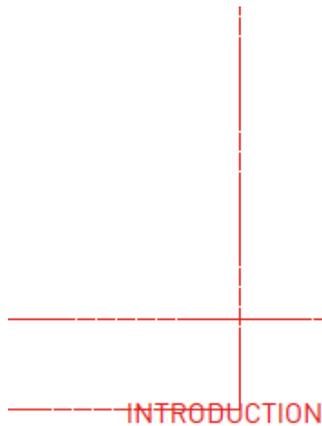
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1

### INTRODUCTION AND PROPOSAL

This report has been prepared on behalf of LandCorp in support of an amendment to the Shire of Roebourne Town Planning Scheme No. 8 to rezone Lot 302 Tambrey Drive Nickol [the subject site] to facilitate the development of a Neighbourhood Centre. The subject site has been identified as being suitable for the development of a Neighbourhood Centre in a number of planning documents, but approximately half of the site is currently reserved for Parks, Recreation and Drainage. To facilitate the development of the centre, and to help in addressing the significant shortage of residential land in Karratha, it is proposed to rezone the site from 'Parks, Recreation and Drainage' reserve to 'Urban Development' which will allow for a Development Plan to be prepared and adopted to guide the orderly and proper development of the site.

Whilst the amendment to the Scheme to rezone the subject site to Urban Development has already been initiated by the Shire as part of Amendment No. 21, this separate amendment is proposed given the importance of the development for Karratha and the potential for Amendment 21 to have a lengthy approval process given its extent and complexity. Expediting the rezoning of this site will enable a Development Plan to be implemented to facilitate the timely, orderly and proper delivery of a neighbourhood shopping centre that will provide the local community with greater retail choice, services, amenities and increased housing diversity.

### PREAMBLE

In November 2009, the State Government launched its Blueprint for the Pilbara Cities, seeking to transform the region by creating modern, diverse and sustainable centres that are supported by all the services and facilities that are enjoyed by other Australians. This document specifically included the revitalisation of Karratha where it is envisaged that the population will increase to 50,000 people in the medium term. The provision of services and facilities includes access to local retail outlets providing a range of goods and services within a reasonable distance for the catchment population.

As the Pilbara continues to develop as 'the economic powerhouse of Australia' and is touted to be on the verge of another period of accelerated economic growth, there is an increased demand for residential accommodation, amenities, retail and commercial floor space. Whilst the majority of the demand for retail and commercial floor space will be accommodated in the Karratha City Centre, it is also necessary for the suburban areas to have convenient access to these services. The subject site, in conjunction with the adjoining lots to the east which are already zoned 'Urban Development', have long been identified as the appropriate site for a Neighbourhood Centre, both in the objectives of the current Scheme, but also in the recent Karratha City of the North Blueprint.

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**PROPERTY LOCATION AND TENURE DETAILS**

The subject site, being Lot 302 on deposited plan 53853, is located on Tambrey Drive, Nickol approximately 4km west of the Karratha City Centre. Whilst the site has an area of 3.8085 hectares a small portion connecting onto Bathgate Road is already zoned 'Urban Development' and is therefore not the subject of this amendment request.

REFER TO FIGURE 1 - LOCATION PLAN

REFER TO FIGURE 2 - SITE PLAN

The Certificate of Title particulars are as follows:

Certificate of Title Volume/Folio	Lot No.	Deposited Plan No.	Street Address	Legal Area
LR3159/283	302	53853	Lot 302 Tambrey Drive, Nickol	3.8085ha

A copy of the Certificate of Title is contained in Appendix 1.

PLEASE REFER TO APPENDIX 1 - CERTIFICATE OF TITLE

**LAND USE AND TOPOGRAPHY**

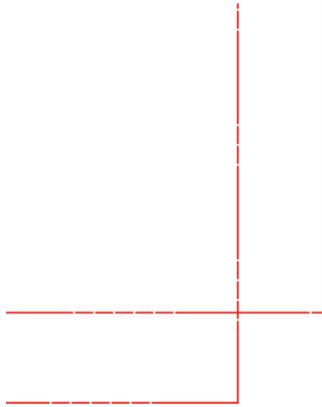
The subject site contains no improvements. The topography of the site is virtually flat at an AHD height of approximately 18m.

REFER TO FIGURE 3 - AERIAL PHOTOGRAPH

**LOCAL CONTEXT**

The subject site is approximately 4km east of the Karratha City Centre in the western portion of the currently developed town site. The site is abutted by residential development on the northern and western sides, with land to the north immediately north of the site being reserved for Parks Recreation and Drainage flanked by land zoned for residential development at a density of R20. The land immediately abutting the site to the west is reserved for Parks, Recreation and Drainage and contains a defined drainage channel which accommodates drainage flows from Karratha Hills to the south to Nickol Bay in the north. Beyond this to the west the land is zoned 'Urban Development' and largely developed in accordance with the Development Plan which indicates the majority have a density code of R17.5 with the exception of a number of corner lots which are coded R30 to accommodate triplex development. Also west of the site abutting Tambrey Drive is the Tambrey Centre (entertainment facility) and the newly developed Tambrey Primary School.

The lot immediately to the east of the subject site is already zoned for Urban Development and a Development Plan will be prepared for this area in conjunction with the subject site to be rezoned under this amendment to facilitate development of the Neighbourhood Centre. On the corner of Bathgate Road and Tambrey Drive is the Caltex Service station which also serves as a small convenience store. Further east on the opposite side of Bathgate Road is the developed suburb of Millars Well and to the south of the site is Dampier Road reserved



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as a State and Regional Road, beyond which is land containing the newly developed areas of Baynton. Less than 1km to the east on the southern side of Dampier Road is Karratha Hospital.

#### HISTORICAL SITE CONTEXT

The subject site was previously known as Lot 4634 on Deposited Plan 220761 Volume LR3116 Folio 735. A Preliminary Site Investigation undertaken by GHD in July 2010 indicated that the site has had no previous land use and is largely unchanged since the first aerial photograph of the site in 1957.

#### HERITAGE AND CULTURAL SIGNIFICANCE

The Australian Heritage Database does not identify any areas of European heritage significance on the site or the surrounding area with the nearest heritage site listed on the Western Australian Heritage database being the nearby Tambrey Centre.

A search of the Western Australian Government Aboriginal Heritage Enquiry System also identified that there are no areas of significance within the site.

#### CONTAMINATION AND ACID SULPHATE SOILS (ASS)

The DEC Contaminated Sites Database shows the site and surrounds have not been reported as known or suspected contaminated sites.

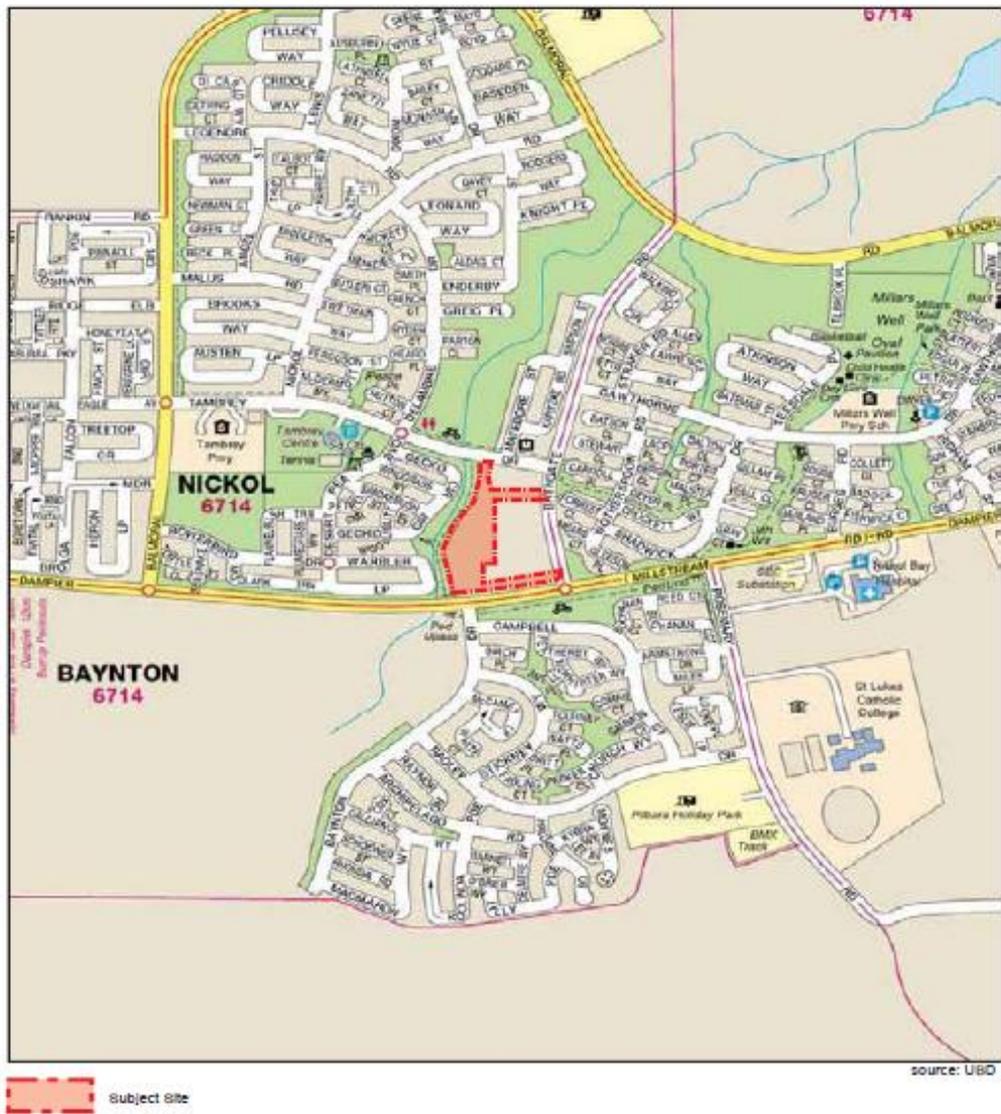
GHD concluded as part of its investigation that the site has a 'low potential' for ASS within 3m of the natural soil surface.

#### FLORA AND FAUNA

There are no Declared Rare and Priority Flora and Fauna or Threatened Ecological Communities in the Karratha Township area.

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FIGURE 1 - LOCATION PLAN



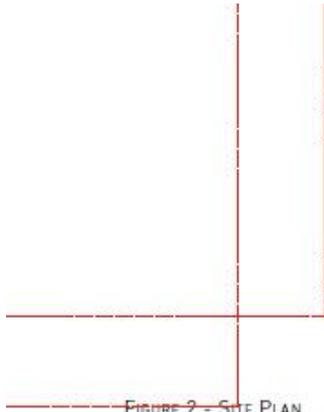


FIGURE 2 – SITE PLAN

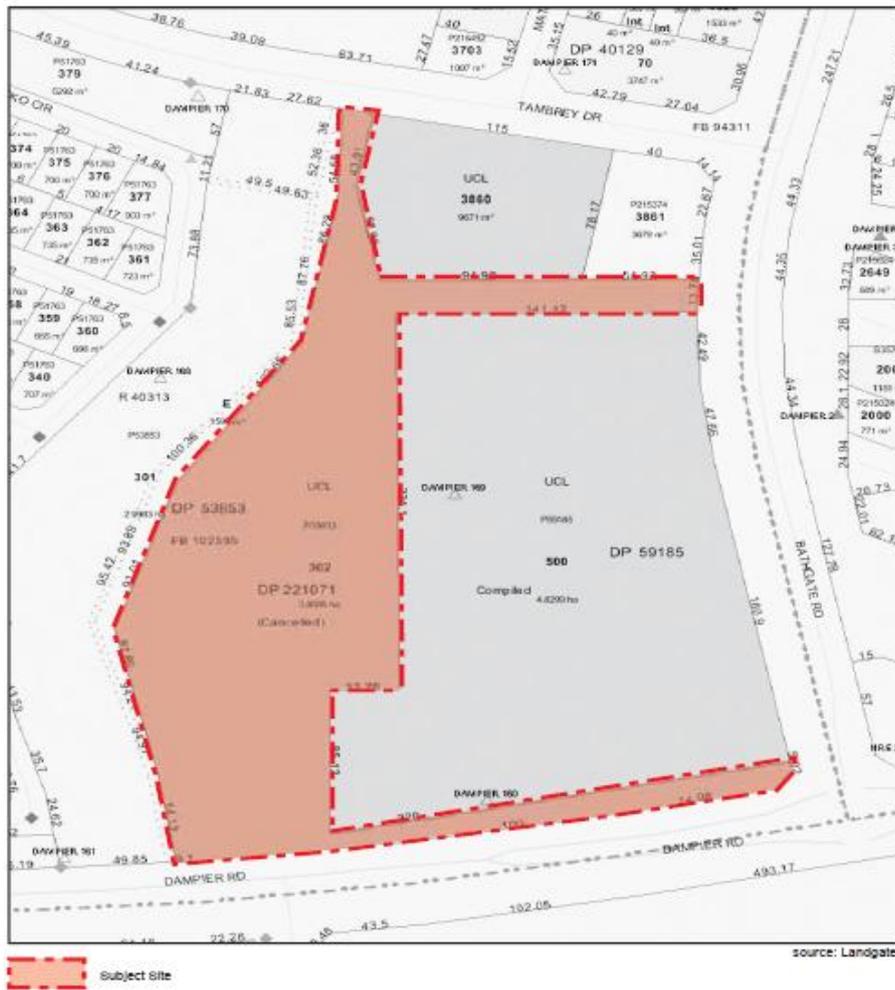
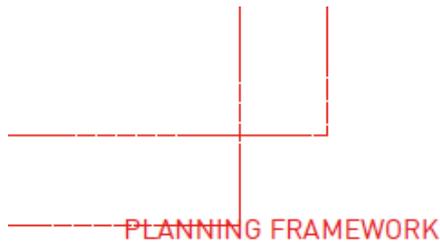


FIGURE 3 – AERIAL PHOTOGRAPH



source: Landgate

 Subject site



Development in Karratha is governed primarily by the Shire of Roebourne Town Planning Scheme No. 8. However, there are also a number of relevant strategic documents that were prepared to guide development in the area. The applicability of these documents to the subject site is detailed below.

### STRATEGIC DOCUMENTS

#### STATE PLANNING STRATEGY (1997)

The State Planning Strategy provides the basis for long-term State and regional land use planning and co-ordinates a whole-of-government approach to planning. The vision for the Pilbara Region as identified in the State Planning Strategy is as follows:

“In the next three decades, the Pilbara Region will be a world leading resource development area focusing on mineral extraction, petroleum exploration and production and the primary stages of downstream processing.

The region’s population will grow in the future, fuelled by specific resource development projects, the sustainable development of Karratha and Port Hedland and a more diverse economy. A growing tourism industry will have developed based on the region’s unique natural environment.”

Whilst more than a decade old, the Strategy still identifies a number of relevant strategies to achieve the above vision, which are based on the environment and resources, community,

economic and infrastructure principles that are equally applicable today. These strategies include the following:

- Improve town amenity;
- Promote opportunities for economic development;
- Address the need for the provision of social facilities; and
- Minimise the detrimental impact of fly-in, fly-out resource development projects.

The proposed Amendment to the Scheme will assist in the realisation of the above vision and strategies by providing strategically located land for residential and commercial development and improving town amenity.

#### WAPC STATE PLANNING POLICY NO. 3: URBAN GROWTH AND SETTLEMENT (2006)

WAPC State Planning Policy No. 3: Urban Growth and Settlement sets out the principles and considerations that apply to planning for urban growth and settlements in Western Australia.

The objectives of the Policy are:

- To promote a sustainable and well planned pattern of settlement across the State, with sufficient and suitable land to provide for a wide variety of housing, employment, recreation facilities and open space;
- To build on existing communities with established local and regional economies,

concentrate investment in the improvement of services and infrastructure and enhance the quality of life in those communities;

- To manage the growth and development of urban areas in response to the social and economic needs of the community and in recognition of relevant climatic, environmental, heritage and community values and constraints;
- To promote the development of a sustainable and liveable neighbourhood form which reduces energy, water and travel demand while ensuring safe and convenient access to employment and services by all modes, provides choice and affordability of housing and creates an identifiable sense of place for each community; and
- To co-ordinate new development with the efficient, economic and timely provision of infrastructure and services.

This Scheme Amendment will facilitate the creation of a mixed use neighbourhood centre as advocated by the Policy which will directly assist Karratha to achieve the sustainable objectives outlined above.

#### CITY OF THE NORTH (2010)

The Karratha City Growth Plan (discussed below), the Karratha City Centre Master Plan and the Implementation Blueprint together form the Karratha City of the North Plan (KCNP) for the revitalisation of Karratha. Together, these plans will guide the development of future housing, public spaces, commercial activities, tourist accommodation, entertainment and retail areas, as well as service infrastructure, transport, education and community facilities.

#### CITY GROWTH PLAN (2010)

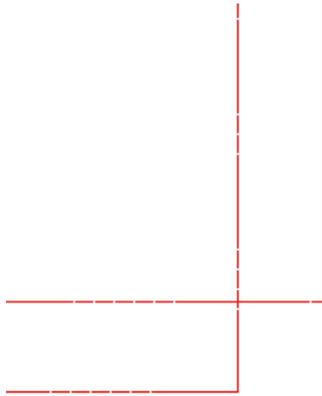
The City Wide Growth Plan provides a framework for the future growth and expansion of the Karratha townsite. The plan defines appropriate locations for future land use based on a total population of 50,000 residents, and has been developed following extensive community consultation and issues analysis.

The Growth Plan was based on the following vision that Karratha will be:

*"A liveable, compact, Regional City of 50,000+ people, with a diversified economy, a healthy local community which demonstrates demographic balance, affordability, high quality amenity, and infrastructure. It is a place of choice, to work, visit, grow up, raise families and age gracefully."*

The City Growth Plan assigns different growth precincts in and around Karratha, and designates the type of development that should be provided in each area. The subject land is within the Nickol / Baynton precinct, which has been identified for enhanced existing residential development with the potential for increased density. The main intent for this precinct is to build upon the existing neighbourhoods north of Dampier Road, to develop a cluster of modern walkable / liveable neighbourhoods that sit well within the landscape.

The subject site has been identified as Urban Development Program Area KA24A, intended for mixed use development of a Neighbourhood Centre including ground floor commercial / retail with upper floor medium density residential apartments.



This Scheme Amendment will therefore facilitate the implementation of the City Growth Plan by ensuring that land identified for the stipulated development is appropriately zoned.

REFER TO FIGURE 4 – CITY GROWTH PLAN

#### KARRATHA REGIONAL HOTSPOTS LAND SUPPLY UPDATE (2010)

This report is one of a suite of Regional HotSpots that focus on areas of the State most impacted by changing economic and social conditions. They are prepared for the Infrastructure Coordinating Committee (ICC) of the Western Australian Planning Commission (WAPC) by the Department of Planning (DoP) with contributions from the ICC agencies. The HotSpots inform on availability of land for future residential, industrial and commercial uses and identify the planning and infrastructure coordination needed to meet demand.

This document identifies the subject site, in conjunction with the lot to the east that is already zoned for Urban Development, as the Tambrey Commercial / Mixed Use area, stating that development in this area is to include a neighbourhood shopping centre, range of residential dwelling types and other mixed uses. It also asserts that the subject site requires a local scheme amendment.

The proposed amendment will implement the intentions of the Karratha HotSpots Update in relation to this site as it rezones the land required to allow for the development of the Tambrey Neighbourhood Centre.

REFER TO FIGURE 5 – KARRATHA HOTSPOTS PLAN

#### KARRATHA AREA DEVELOPMENT STRATEGY (1998)

The Karratha Area Development Strategy (KADS) was prepared in 1998 on behalf of the Western Australian Planning Commission. Despite the document being over 10 years old, and now being superseded by the KCNP, the Strategy remains the current strategic land use document for the district until the KCNP is endorsed by the Western Australian Planning Commission.

The primary purpose of KADS is to:

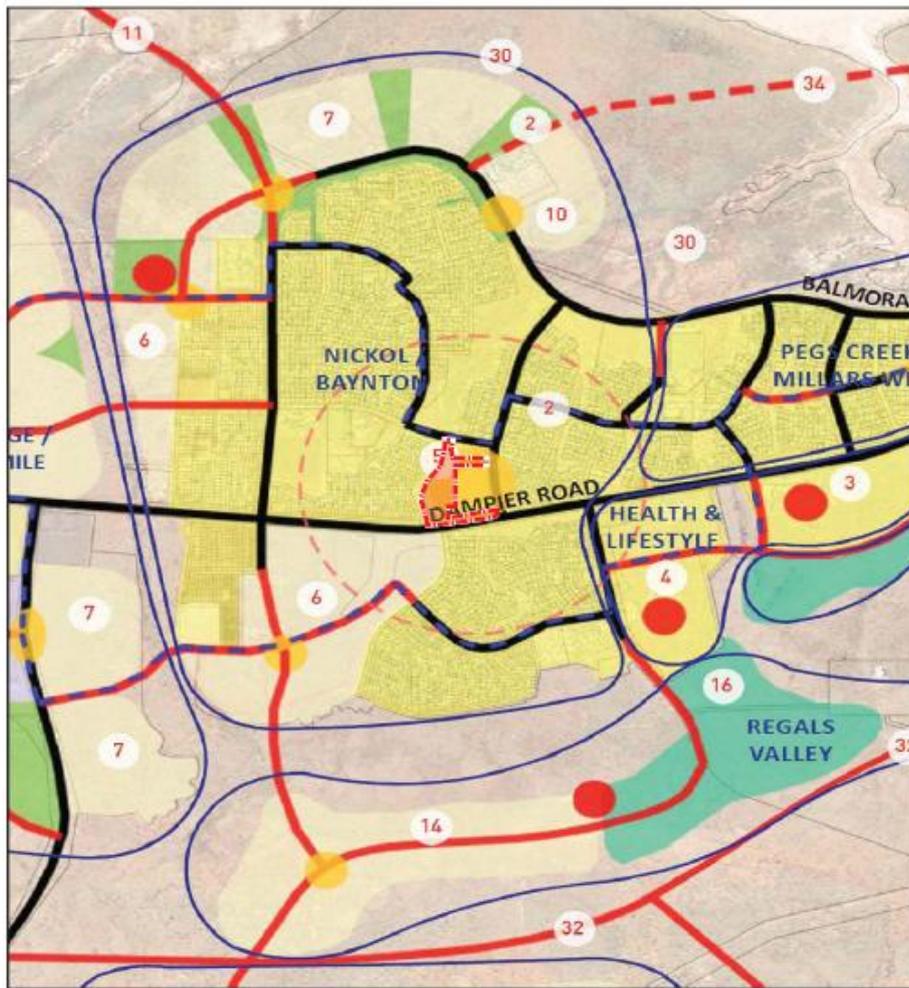
*“...provide a link between State, regional and local planning which is based on a balance of economic, social, cultural and environmental considerations.”*

The Strategy also incorporated a Structure Plan for Karratha which facilitated the expansion of the Karratha townsite to accommodate up to 37,000 people. The Structure Plan identifies the subject land as being “Commercial Mixed Business – Future”

The proposed Scheme Amendment is therefore consistent with the aims of KADS as it rezones the land to facilitate the creation of the commercial mixed business area identified in the Strategy.

REFER TO FIGURE 6 – KARRATHA AREA DEVELOPMENT STRATEGY STRUCTURE PLAN

FIGURE 4 – CITY GROWTH PLAN



source: Volume 2 City Wide Growth Plan

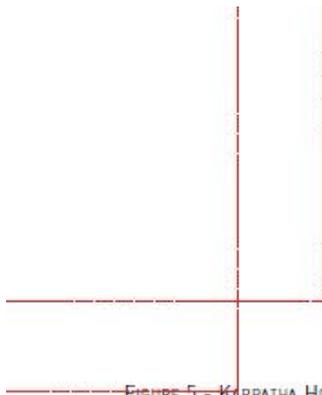


FIGURE 5 – KARRATHA HOTSPOTS PLAN

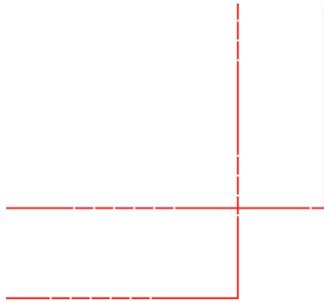


source: Karratha Regional HotSpots Land Supply Update - WAPC

**Legend**

- |   |   |   |  |
|---|---|---|--|
| <ul style="list-style-type: none"> <li> cadastre</li> <li> suburb boundary</li> <li> commercial/town centre/ mixed business zones</li> <li> industry/strategic industry/ industrial development zones</li> <li> vacant lots (as at 1 June 2010)</li> <li> wastewater treatment plant buffer</li> <li> wastewater treatment plant</li> </ul> | <p><b>Residential final approvals</b></p> <ul style="list-style-type: none"> <li> 2005-06</li> <li> 2006-07</li> <li> 2007-08</li> <li> 2008-09</li> <li> 2009-10</li> <li> Subject Site</li> </ul> | <p><b>Intended land use</b></p> <ul style="list-style-type: none"> <li> commercial</li> <li> logistics</li> <li> light industrial</li> <li> general industrial</li> <li> low density residential</li> <li> residential</li> <li> rural residential</li> <li> residential/tourism</li> </ul> | <ul style="list-style-type: none"> <li> mixed use</li> <li> tourism</li> <li> workforce accommodation</li> <li> development investigation area</li> <li> public purpose/community/institutional</li> <li> residential (identified in draft open space strategy)</li> </ul> |
|---|---|---|--|





### KARRATHA 2020

The Karratha 2020 Vision and Community Plan (2009), prepared by the Shire of Roebourne in partnership with the State Government and industry, assesses Karratha's infrastructure and service needs in response to anticipated future population growth.

The key themes highlighted by the document included the need to provide affordable, non-mining related housing to address the escalating costs of housing, the need to provide a diverse variety of housing types that appealed to a greater variety of family types and increased amenities and services to increase the town's livability.

The proposed rezoning will extend the Urban Development zone that will allow for a Development Plan to be prepared that will provide a Neighbourhood Centre not only increasing amenities and services, but will also include additional housing and housing types that will add to the diversity of housing types in Karratha.

### STATUTORY FRAMEWORK

#### SHIRE OF ROEBOURNE TOWN PLANNING SCHEME No. 8

The Shire of Roebourne Town Planning Scheme No. 8 (TPS8) was gazetted on 22 August 2000. The Scheme provides the statutory basis for planning and development of all land within the Shire of Roebourne and also includes controls to ensure long-term strategic planning

objectives are achieved. The objectives for Karratha relevant to the proposed Amendment include the following:

- *Develop Tambrey as a district commercial centre that does not compete with the regional catchment of the Town Centre and its facilities;*
- *Develop a mixed business area within the suburb of Tambrey that embodies current design principles;*
- *Enhance the high level of residential amenity within Karratha in both existing suburbs and the residential expansion areas; and*
- *Encourage residential development that will accommodate a greater range of lifestyles and needs to reflect the broadening population base.*

Rezoning the site to facilitate the creation of a mixed use neighbourhood centre at Tambrey specifically accords with these Scheme objectives.

Under the Scheme the subject site is currently reserved for 'Parks, Recreation and Drainage.'

REFER TO FIGURE 7 – ROEBOURNE TOWN PLANNING SCHEME

Clause 2.2 of the Scheme states:

*A person shall not carry out any development on, other than the erection of a boundary fence defined or accepted by council, or change the use of a reservation without first applying for and obtaining the written approval of the Council.*

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In addition, Clause 2.3 states:

*When an application for planning consent is made with respect to land within a reservation, the Council shall have regard to the ultimate purpose intended for the reservation and Council shall confer with the organizations it considers relevant to that purpose and the proposed use or development.*

It is proposed to rezone the site to the Urban Development zone, which will allow for a Development Plan to be prepared to facilitate the development of a Neighbourhood Centre that can accommodate retail, commercial and residential development.

Clause 3.2.3 of TPS8 currently states that development may only be permitted within the Urban Development zone where:

- a. development plan has been adopted for the subject land and the development is in accordance with the plan; or
- b. council has resolved that a development plan is not required.

TPS8 prescribes a series of uses and the permissibility of such uses that Council is able to consider and approve in the Urban Development Zone. The suitability and level of permissibility of some of these uses for the mixed use neighbourhood centre purpose of this site is not considered appropriate. For example a 'Shop' and 'Multiple dwelling' are 'SA' uses which require advertising but an 'Extractive Industry' which should not be permitted, can be approved without advertising. This anomaly is to be rectified by Amendment 18 to the Scheme.

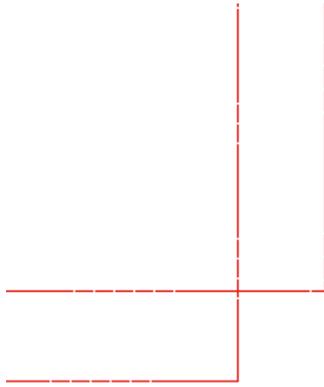
#### Amendment No. 18 to the Shire of Roebourne Scheme

Arising out of the City of the North Blueprint, the Shire, in conjunction with Landcorp, undertook a cursory review of its Scheme to put in place provisions that would facilitate development advocated by the Blueprint (primarily in the Karratha Town Centre) in an orderly and proper manner. This review resulted in Amendment No.18, to the Shire of Roebourne's Town Planning Scheme No.8, being initiated by the Shire.

Whilst the initial intent of the Amendment was to address the Karratha Town Centre and remove the R40 density cap and create a City Centre, the Shire capitalised on the opportunity to undertake an Omnibus Amendment which, amongst creating a City Centre zone for Karratha and inserting numerous provisions into the Scheme, also inserted provisions in relation to the preparation, adoption and operation of Development Plans.

At the time of writing this report, advertising of proposed Scheme Amendment No.18 had been completed and it was being presented to the Shire for adoption in October. Following consideration by the WAPC and the Minister, it is anticipated that the Amendment will be gazetted in late 2010 or early 2011.

One key aspect of the Amendment relevant to this site and this rezoning is that once Amendment 18 is gazetted, the uses currently prescribed for the Urban Development Zone pursuant to Clause 3.2 of the Scheme will



no longer be prescribed by the Zoning Table and all uses will need to be prescribed by the Development Plan. This will allow for a Development Plan to be prepared in accordance with the strategic 'Neighbourhood Centre' vision for the site with a series of precincts and an appropriate list of uses and level of permissibility relevant to each precinct.

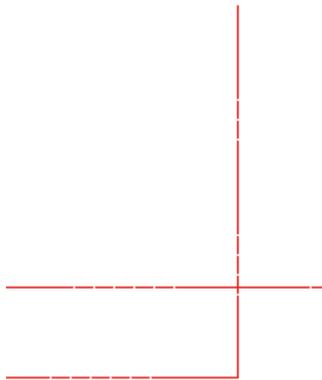
The other key aspect is that the Tambrey Neighbourhood Centre site, including the subject site becomes a Special Control Area and is inserted into Appendix 7 as a Development Area (DA7) where special conditions are imposed to ensure that it is developed in accordance with the strategic vision outlined by the KCTN Blueprint.



DA7 special conditions are outlined as follows:

DA7	Nickol Tambrey Dr/ Bathgate Rd	Urban Development and Parks, Recreation & Drainage	<p>An approved Development Plan together with all approved amendments shall apply to the land in order to guide subdivision and development.</p> <p>To provide for commercial, holiday accommodation, medium density residential, aged persons and/or mixed use (commercial/residential) development.</p> <p>The amount of retail floor space shall be determined based on an Economic Impact Assessment which shall also consider economic impacts on the Karratha City Centre.</p> <p>Provision of retail floor space is to be commensurate with a Neighbourhood Centre, delivered in stages and capped at an ultimate maximum floor space of 8,500m<sup>2</sup> NLA.</p> <p>The Shire may require the preparation of Detailed Area Plans to ensure development adequately addresses the public realm (including drainage reserves), climatic conditions, a Karratha vernacular and reflects 'main street' design principles.</p> <p>Land uses classified on the Development Plan apply in accordance with clause 7.2.11.4.</p>
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These conditions will also apply equally to the new area once the site the subject of this amendment is rezoned to Urban Development.



Proposed Amendment No.21

Whilst Scheme Amendment No.18 predominantly addressed the textual changes to the Scheme, Scheme Amendment 21 is the 'City Growth' amendment which proposes to insert all the growth areas identified in the City Growth Plan into the Scheme as either Urban Development zones or Industrial Development zones. Each of these zones is then created as a Special Control Area and allocated a Development Area number whereby Special Conditions can be inserted in Appendix 7 of the Scheme to ensure that each Development Area is developed in accordance with the vision outlined by the Blueprint.

Pursuant to Amendment 21, the subject site is to be rezoned "Urban Development" exactly the same as proposed by this amendment. The reason that the subject site has been selected to be addressed in a site specific amendment rather than as part of Amendment 21 is that Amendment 21 is likely to be a longer assessment and consideration process given the extent of areas to be rezoned, the level of complexity particularly in the Karratha City Centre, the level of environmental scrutiny that may be required and that the amendment is required to undergo preliminary advertising. Given the need to expedite the creation of the Neighbourhood Centre in line with the strategic vision for the site, it is proposed for the site to be rezoned separately to Amendment 21.

Amendment No. 21 was considered by the Shire at its meeting of 19 July 2010 where the Council resolved:

*"1. Should, if no substantive objections in the opinion of the Chief Executive Officer are received from landowners affected by the proposed changes to the amendment and legal advice be received that the potential financial risk to Council from claims for injurious affection are acceptable:*

*2. Initiate the proposed Shire of Roebourne Town Planning Scheme No.8 Omnibus Amendment No. 21 to introduce various Development Areas and associated Special Conditions, and changes to the proposed City Centre zone in order to reflect the proposals within the Karratha City Growth Plan and the Karratha City Centre Master Plan.*

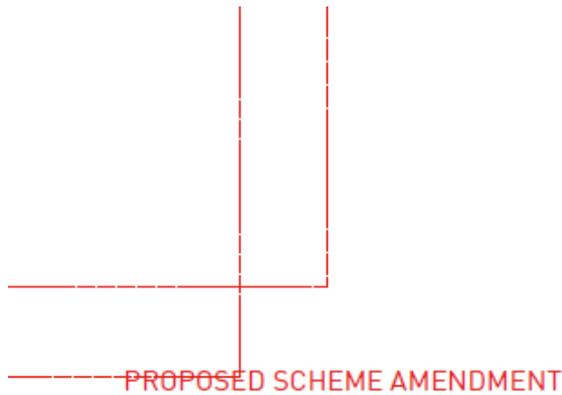
*3. Advertise the Amendment in accordance with the requirements of the Town Planning Regulations 1967 for a period of 42 days, subject to the advice from the Environmental Protection Authority that under s.48A of the Environmental Protection Act 1986 that Amendment 21 is not subject to formal environment assessment."*

It should be noted that the subject proposed Amendment for Tambrey is entirely consistent with this Amendment No. 21.

FIGURE 7 – ROEBOURNE TOWN PLANNING SCHEME



LEGEND		ZONES		OTHER	
	PARK, RECREATION AND DRAINAGE		RESIDENTIAL		MIXED BUSINESS
	DISTRICT ROADS		COMMERCIAL		R20 R CODES
	LOCAL ROADS		URBAN DEVELOPMENT		Subject Site
	STATE AND REGIONAL ROADS		TOURISM		



The proposal is to amend the portion of the site currently reserved for 'Parks, Recreation and Drainage' to 'Urban Development' to facilitate the development of a mixed use Neighbourhood Centre containing a mix of residential, commercial and retail uses.

REFER TO FIGURE 8 – ZONING FOLLOWING GAZETAL OF AMENDMENT 18 AND PROPOSED ZONING.

It is envisaged that Amendment 18 to the Shire of Roebourne Scheme will be gazetted prior to the gazettal of this amendment. The provisions of TPS8 applicable to the Urban Development zone under the Scheme following gazettal of Amendment 18 would then apply to the site. This includes the Special Conditions contained in Appendix 7 as well as the use classes outlined by the current Zoning Table no longer being applicable with uses to be determined in accordance with a Development Plan. The provisions in relation to the preparation and adoption of the Development plan will also apply.

### RATIONALE AND PLANNING JUSTIFICATION

The subject site has been identified since 1998 as being the location for a Mixed Use [commercial/residential] Neighbourhood Centre and this is not only reflected in the Karratha Area Development Strategy Townsite Structure Plan, but also in the objectives of the Scheme and the more recent Karratha City of the North Blueprint.

Rezoning to 'Urban Development' is considered

the most orderly and proper zone as it allows for development to occur in accordance with an approved Development Plan where land use can be determined based on a range of factors following more detailed analysis. This includes ascertaining any geotechnical and hydrological information which can inform the location of drainage and open space areas, the accessibility and availability of services, the location of denser urban forms in areas of higher amenity, the range of housing and commercial products to suit market demands, the location of road reserves, and the optimal development of site to achieve the objectives of the Karratha City of the North Blueprint. The only other potentially suitable zone that can achieve the strategic vision for the site is the Town Centre zone, but this is not considered suitable given the R40 density cap stipulated for a Town Centre zone in the Scheme and that 'Multiple Dwellings' are an 'SA' use which will necessitate advertising whereas they should be a 'P' permitted use if the land were to be developed in the manner advocated by the Growth Plan.

The proposed Urban Development zone will also facilitate the achievement of the objectives of TPS8 in that it will:

- Allow for Tambrey site to develop as a district commercial centre;
- Allow for the site to develop as a mixed business area that embodies current design principles;
- Develop a neighbourhood commercial centre so as to provide convenience goods and services to the local community;

- Enhance the level of residential amenity within the western suburbs of Karratha; and
- Encourage residential development that will accommodate a greater range of lifestyles and needs that reflect the broadening population base.

The Shire's Karratha 2020 Vision and Community Plan (2009) notes that there is a lack of retail, commercial and residential housing that is affordable, diverse and available for non mining uses. The rezoning of the subject site on Tambrey Drive will enable the development of a neighbourhood centre that can accommodate some of this retail demand as well as providing additional services, amenities and housing diversity not currently provided in Karratha.

The WAPC Pilbara Framework: Regional Profile (2009) also indicates that due to an increase in the population of Karratha, retail facilities are expected to expand and in support of this, the City Growth Plan (2010) states 'in response to the latent and anticipated strong demand for retail and commercial services, retail floor space in the Karratha primary trade area has the potential to increase by some 23,000m<sup>2</sup> or 48% above existing levels by 2020. A corresponding increase of commercial floor space in the order of 21,400m<sup>2</sup> or 46% is anticipated in the same time frame.' Additionally, the Pilbara Cities Growth Plan identifies the urgent demand for additional housing stock. The rezoning of Lot 302 Tambrey Drive will enable the development of a neighbourhood centre that would increase the number of retail outlets and commercial space available, as well as provide additional housing options.

At a state wide strategic level, the WAPC State Planning Policy No. 3: Urban Growth and Settlement (2006) states that to promote the development of sustainable and liveable neighbourhoods it is necessary to have convenient access to employment and services. The development of the Tambrey neighbourhood centre will allow for the provision of goods and services in a convenient location for the catchment population and increase employment opportunities.

#### **CONSISTENCY WITH SURROUNDING LAND USES**

The proposal is consistent with the zoning of the adjacent lot to the east as urban development.

Whilst there is residential land zoned R20-30 to the north and west of the site, the proposed development on the subject site will service these residents and will add to the amenity in the area. Development of the site will also complement the existing service station that has already been developed to the north east of the site.

An Urban Development zone is entirely appropriate within the Karratha town site and development of the site for a Neighbourhood Centre is ideally suited to be located amongst an established and increasing urban neighbourhood to satisfy local demand for retail, services, and amenities as well as providing local employment opportunities.

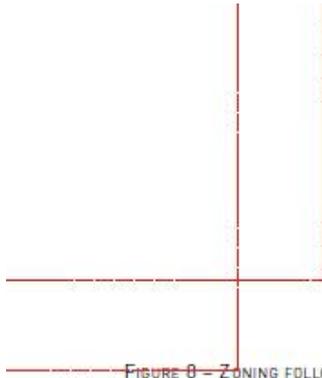
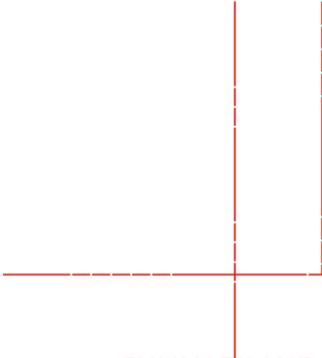


FIGURE 8 – ZONING FOLLOWING GAZETAL OF AMENDMENT 18 AND PROPOSED ZONING





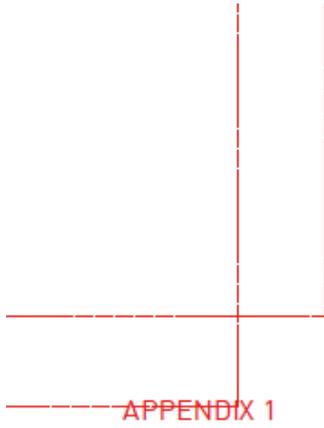
## SUMMARY AND CONCLUSION

This report has been prepared on behalf of LandCorp in support of an amendment to the Shire of Roebourne Town Planning Scheme No. 8 by rezoning Lot 302 Tambrey Drive to 'Urban Development'.

The proposed amendment seeks to address the current shortage in retail and commercial floor space and assist in the development of diverse housing options. This shortage will increase as the town of Karratha expands if land isn't appropriately rezoned to facilitate the development of a mixed use neighbourhood centre. This proposal is congruent with the objectives contained within the Shire of Roebourne Town Planning Scheme No. 8, the Karratha Areas Development Strategy and Structure Plan, the Karratha City of the North City Growth Strategy and the Karratha 2020 Vision and Community Plan.

Furthermore, the proposed amendment is entirely consistent with Amendment No. 21 [proposed] to the Shire of Roebourne Town Planning Scheme No. 8 which has already been supported by the Shire.

Based on the above it is respectfully requested that the Shire initiate an Amendment to its Scheme to rezone part of Lot 302 Tambrey Drive, Nickol from 'Parks, Recreation and Drainage' to 'Urban Development'.



CERTIFICATE OF TITLE



REGISTER NUMBER <b>302/DP53853</b>	
DUPLICATE EXTENSION <b>N/A</b>	DATE DUPLICATE ISSUED <b>N/A</b>

WESTERN AUSTRALIA  
**RECORD OF CERTIFICATE  
OF  
CROWN LAND TITLE**

VOLUME **LR3159** FOLIO **283**

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

**NO DUPLICATE CREATED**

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

*J. Roberts*  
REGISTRAR OF TITLES 

**LAND DESCRIPTION:**

LOT 302 ON DEPOSITED PLAN 53853

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

**STATUS ORDER/INTEREST:** UNALLOCATED CROWN LAND

**PRIMARY INTEREST HOLDER:** STATE OF WESTERN AUSTRALIA

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

1. L373310 TAKING ORDER. THE DESIGNATED PURPOSE OF SALE OF LOT 302 REGISTERED 13.7.2010.

Warning: A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required.  
Lot as described in the land description may be a lot or location.

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

**STATEMENTS:**

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

SKETCH OF LAND: DP53853 [SHEET 1].  
PREVIOUS TITLE: LR3116-735.  
PROPERTY STREET ADDRESS: NO STREET ADDRESS INFORMATION AVAILABLE.  
LOCAL GOVERNMENT AREA: SHIRE OF ROEBOURNE.  
RESPONSIBLE AGENCY: DEPARTMENT OF REGIONAL DEVELOPMENT AND LANDS (SLSD).

NOTE 1: L373312 CORRESPONDENCE FILE 02309-1987-02RO

LANDGATE COPY OF ORIGINAL NOT TO SCALE Wed Sep 29 15:57:47 2010 JOB 35313860



### **13.2 INVESTIGATION, POLICY AND PROCEDURES TO MINIMISE ILLEGAL RESIDENTIAL OCCUPATION IN THE KARRATHA INDUSTRIAL ESTATE**

<b>File No:</b>	<b>LS.18</b>
<b>Attachment(s)</b>	<b>Nil</b>
<b>Responsible Officer:</b>	<b>Director Development and Regulatory Services</b>
<b>Author Name:</b>	<b>Manager Environmental Health</b>
<b>Disclosure of Interest:</b>	<b>Nil</b>

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#### **REPORT PURPOSE**

This report seeks support from Council to investigate and minimise the illegal residential occupation of premises, primarily within the Karratha Industrial Estate, extending to other commercial and industrial areas within the Shire.

#### **Background**

The Shire's Environmental Health Service has investigated a complaint into the use of “donga” style accommodation to house staff at a commercial premises within the Karratha Industrial Estate.

#### **Issues**

Due to the ongoing resources boom within the Shire, there continues to be an acute lack of available and affordable housing within Karratha and surrounding townships. Although the Service Workers Accommodation Village on Warambie Road will assist in providing some relief, the Shire's Environmental Health Service believes that there would still be a significant number of staff living in unapproved and unauthorised structures.

To provide staff accommodation to meet business demands, many premises within the Karratha Industrial Estate have installed transportable “donga” style buildings on the property, without any approval from the Shire's Development and Regulatory Service. While a comprehensive investigation of the Karratha Industrial Estate has not been undertaken, the number of units that have been observed by the Shire's officers range from higher quality mine site accommodation units through to premises which would not be considered fit for human habitation. In some cases, the installation and use of the illegal accommodation has also resulted in the failure of the onsite effluent disposal system which is unable to meet the demands of both the business effluent and that produced by staff occupying the illegal residences.

This matter has been discussed with the Shire's solicitors who advised that the Shire would be held liable if serious injury or death was to occur in the area due to the illegal residential occupation. There are legislative provisions within the areas of Town Planning, Environmental Health and Building which the Shire is bound to enforce. It is the knowledge that this illegal activity is occurring and the failure to enforce which creates this liability.

While there are provisions in the Health Act 1911 (Building not erected as dwelling not to be converted into one), and the Local Government (Miscellaneous Provision) Act 1960 (Building constructed without Shire permission), the easiest enforcement tool is the Planning and Development Act 2005.

Occupation of a single bedroom caretaker's residence is permitted under the Shire of Roebourne Town Planning Scheme No.8, however this is subject to both a Town Planning approval and issue of a Building Licence. The Scheme only permits one caretaker's residence per commercial lot in the Karratha Industrial Estate.

It is intended that this be a gradual, staged process which would allow time for businesses to either find alternate accommodation, make application for an approved caretaker premises or move staff into the new Service Workers Accommodation Village. This also fairly treats those businesses that are complying with the law who lease residential premises in town.

Due to current staffing levels and increasing workloads, the current Town Planning staff are unable to undertake this action, therefore an additional position needs to be created. The employment of a contract planning compliance officer and planned staged assessment of the KIE is included in a PIIG process as once this project is completed, the planning compliance officer will then investigate and assess planning compliance in other parts of the Shire (e.g. Dampier). Monies have been sourced for this project by way of donation from Rio Tinto Iron Ore, and the budget will be included in the PIIG process.

For this to go ahead, there needs to be support of both Senior Management and Council, which is why the procedure and delegations will be put before Council. If this is not supported by Council, and no enforcement action is undertaken, the Shire will be carrying a significant risk.

A staged and measured advertising campaign will be commenced to both notify affected persons and businesses, in addition to providing time for alternative accommodation arrangements to be made. The advertising campaign will focus primarily on resident safety during the current cyclone seasons, as the illegally occupied premises have not been assessed against the Building Code requirements for cyclonic regions. This will also explain that the Shire will be commencing assessment of each premises during early 2011.

This is a complex issue which has broad reaching outcomes, both socially, politically and economically. Any rapid reaction to eliminate illegal occupation of the Karratha Industrial Estate would result in loss to services to the townships, negative political fallout for the Shire and impacts on residents' livelihoods (i.e. closure of business because of lack of staff).

### **Options**

Council has the following options available:

- 1) Commence development of procedures, including delegations to Shire staff to investigate and enforce breaches of legislation where it is found that residential occupation of the Karratha Industrial Estate and other commercial/industrial properties is occurring. This will reduce the liability risk to which the Shire is currently exposed.

This will require the CEO to be delegated authority to commence prosecution for breach of the Planning & Development Act 2005.

It is proposed that the following occur:-

- a) Develop a procedure for investigation and removal of illegal residential premises within the KIE, but also extending this to other commercial areas within the Shire. This will include delegations for the officer's undertaking the investigation and for the Chief Executive Officer to initiate prosecutions as this is not already in place.
- b) While this is being developed, commence an advertising campaign advising occupiers and owners of commercial/industrial properties that the Shire is aware of the issue and will be investigating all premises within the KIE. This will focus more so on the upcoming cyclone season and advising any persons living in the area to relocate to appropriate shelter.
- c) Once the procedure is finalised, Development and Regulatory Services will write to each property owner, leasing agent in the area and tenant/occupier advising that the Shire will be taking a more pro-active approach in regard to illegal residency with the KIE. This will take the form of a formal warning letter explaining the issues, compliance, retrospective approvals and penalties.
- d) Employ a Planning Enforcement Officer to undertake assessments of each premises to determine whether illegal occupation is occurring. The Planning Enforcement Officer will then issue a "direction to cease" illegal occupation which includes appeal provisions to SAT. The Shire's Solicitor has suggested that the tenant/property owner would be granted 120 days to comply with the direction, during which time they could appeal to SAT.
- e) Once the appeal to SAT has been heard, undertake enforcement action as necessary, including prosecution.

While the matter is being heard by SAT, the Shire would not be held liable for any injury etc to persons residing in the KIE.

- 2) Undertake no formal action, other than investigate complaints received, assessing each complaint on its own merits. Where no complaint is received, no investigation will be undertaken. This will retain the current liability risk to which the Shire is currently exposed.

### **Policy Implications**

- 1) Policy number DP5 titled Industrial Zones and Industrial Development Requirements is relevant to this matter, as this pertains to the provision, design and construction of caretaker accommodation.
- 2) Policy number DP8 titled Roebourne & Wickham Mixed Business Zone Development Requirements is relevant to this matter, as this pertains to the provision, design and construction of caretaker accommodation. This policy also further limits caretaker accommodation and binds this to the business operation on the property.

### **Legislative Implications**

There are several legislative implications pertaining to Town Planning, Environmental Health and Building Legislation including:-

Town Planning and Development Act 1928 Section 214 entitled “Directions by responsible authority regarding unauthorised development”. Where an unauthorised development or use is undertaken in contravention of the Town Planning Scheme, the Shire may give written direction for that development to stop.

Health Act 1911 Section 144 entitled “Building not erected as dwelling not to be converted into one”. No person shall convert into or adapt or use as a dwelling any building not originally constructed or erected as a dwelling-house, or permit the use of the building as a dwelling, without having first obtained the consent of the local government. The Chief Executive Officer has delegated authority to initiate prosecution for breach of this Act.

Local Government (Miscellaneous Provisions) Act 1960 Section 401 entitled “Notice of Required Alterations”. A Local Government may direct the builder or owner of a structure constructed without the permission of the local government to remove or alter that structure. The Chief Executive Officer has delegated authority to initiate prosecution for breach of this Act.

The Shire is currently not meeting its enforcement commitments and could therefore be held liable if a serious injury or death were to occur due to the illegal occupation.

### **Financial Implications**

A budget amendment resolved by Absolute Majority will be required. Completion of this project will require the employment of a Planning Compliance Officer.

### **Conclusion**

The continued illegal residential occupation of premises within the Karratha Industrial Estate remains a major liability issue to the Shire of Roebourne. The Shire’s Development and Regulatory Services Division require the support of Council to initiate action to cease continued illegal occupation and prevent any future illegal occupation of the Shire’s commercial and industrial areas.

### **Voting Requirements**

Absolute.

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**RECOMMENDATION**

**That Council**

- 1) **Direct Development and Regulatory Services to develop procedures for the investigation, assessment and enforcement of the provisions of the Planning and Development Act 2005 in relation to the residential occupation of premises within the Karratha Industrial Estate and other commercial/industrial districts within the Shire.**
- 2) **Commence an advertising campaign advising that the Shire will be investigating all premises within the KIE to ascertain the extent of the illegal residential occupation. This will focus more so on the current cyclone season and advising any persons living in the area to relocate to appropriate shelter.**
- 3) **Once procedure is developed, write to each property owner, leasing agent in the area and tenant/occupier advising that the Shire will be taking a more pro-active approach in regard to illegal residency with the KIE. This will take the form of a formal warning letter explaining the issues, compliance, retrospective approvals and penalties.**
- 4) **Grant delegated authority to the Chief Executive Officer to commence legal action where it is deemed that a breach of the Planning and Development Act has occurred and all other enforcement methods have failed. This includes failure to comply with Notice served under Section 214(2) of the Planning and Development Act 2005.**

**13.3 PROPOSED ADDITIONS TO AN APPROVED TRANSIENT WORKFORCE ACCOMMODATION FACILITY - LOT 103 WICKHAM DRIVE, WICKHAM**

<b>File No:</b>	<b>P2358</b>
<b>Attachment(s)</b>	<b>1. Site Plans, Floor Plans and Elevation Plans</b> <b>2. Locality Plan</b>
<b>Responsible Officer:</b>	<b>Director Development and Regulatory Services</b>
<b>Author Name:</b>	<b>Senior Planning Officer</b>
<b>Disclosure of Interest:</b>	<b>Nil</b>

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**REPORT PURPOSE**

For Council to consider and make determination on application for planning approval P2358 that proposes additions to the existing approved Transient Workforce Accommodation (TWA) facility at Lot 103 Wickham Drive, Wickham. The application has been referred to Council for determination in accordance with the Shire's Delegated Authority Register.

**Background**

Application for planning approval P2358 was received on 14 September 2010 submitted by Robe River Iron Associates being a subsidiary of RioTinto. The application proposes accommodation for an additional 158 persons to an existing approved (PA1647) 74 person TWA. The proposal would provide for a total of 232 occupants. The proposal also includes the following components;

- Additional parking area containing 30 new bays;
- Locker rooms;
- Recreation building;
- Linen store;
- Laundry;
- Ice Room;
- Additional Landscaping to the site and verge areas.

The site is located at the entry to Wickham townsite on Wickham Drive, which connects directly with the Roebourne-Point Samson Road. The site is commonly known as Wickham Village. The site is zoned Town Centre in accordance with TPS8.

The applicant has stated the following in regard to the need to provide additional accommodation units within the existing approved TWA;

*"The TWA buildings are required for a temporary timeframe of three to five years so that the proposed redevelopment works (RioTinto's) can be undertaken in Wickham to rejuvenate and improve the town. Redevelopment works include replacement of Wickham Lodge with a new purpose built in town standard FIFO facility, and the redevelopment of underutilised land in Saltbush Way and Acacia Place with grouped dwellings to ease the current housing shortage that the company is experiencing within the Pilbara area.*

*The port expansion to 280mtpa is the driver for new residential accommodation in Wickham and the replacement of Wickham Lodge with a new purpose built FIFO facility. In*

*the event that a second phase of port expansion is undertaken to 330mtpa, it is the Company's intention to remove the current Wickham Village TWA and redevelop this land into a use that is more appropriate within an urban townscape setting."*

It is noted that the site contained a 252 person TWA approximately 10 years ago and this was later decommissioned. In 2007 the Shire approved a TWA for 74 persons. From that approval a 72 room TWA is currently operating on site at this time.

Under TPS8 a TWA development is considered an SA use which requires the application to be publicly advertised. The application has been advertised in accordance with TPS8 and no submissions were received.

## **Issues**

### TPS8 – Wickham Objectives

Section 5.3 Precinct Objectives of TPS8 provides Council's preferred land use and development outcomes within various areas of the Shire and provides additional guidelines for Council when determining applications for planning approval. The subject site is located in that area known as the Wickham Precinct under TPS8. Subsequent Section 5.5 - Wickham Objectives provides the following relevant objectives;

- (i) Increase the economic diversity and viability of the Wickham townsite while not compromising the quality of the living environment.
- (ii) Improve the appearance and strengthen the function of the Wickham Town Centre by creating identity, diversity and legibility.

The TWA currently on the site has planning approval and it is considered the site is capable of accommodating an expansion to the existing TWA. The additional number of individuals being accommodated on site would contribute to some degree to the economic viability of the retail/commercial outlets within the Wickham town centre. It is considered that the proposal meets Objective (i).

It is considered the visual appearance of the site at present does not contribute positively to the visual aesthetics of the town, particularly considering the location of the site at the entrance to the town of Wickham. The applicant is proposing to landscape the verge areas and provide reticulation to maintain these areas. This will significantly improve the visual appearance of the site at the entrance to Wickham.

### Local Planning Policy DP10 – Transient Workforce Accommodation

DP10 -TWA is the Shire's guiding document for TWA development within the Shire as reflected in the objectives of the policy.

The proposal complies with DP10 requirements for site cover, building height and density. The proposed boundary setbacks are considered appropriate. The proposal provides adequate dining area and seating for the total number of 232 occupants in accordance with DP10. Essential buildings within the site, including the dining/kitchen areas are proposed to be accessible to those with disabilities. The number of 'accessible' accommodation units proposed to be provided is two (2) which meets the provisions of DP10. The proposed laundry facilities are in accordance with DP10.

DP10 requires that a building designed to Building Code of Australia importance level 4 and that is designed in accordance with DP10 is provided. This building provides an adequate shelter for cyclone emergency purposes. In discussions with the applicant it is

known that the dining/kitchen building having been constructed some years ago is not constructed to an importance Level 4. DP10 provides for the ability to demonstrate the provision of an alternative emergency sheltering solution. Through discussions with the applicant it is considered an adequate alternative has been justified. The applicant has stated that their procedures prior to a cyclone event include preventing FIFO workers flying into town when a yellow alert is issued and sending workers home at such a time. This makes available additional room in the Level 4 kitchen/dining building of both Camps A and recently approved Camp B to accommodate the number of occupants from Wickham Village. In correspondence dated 26 November RioTinto have forwarded an Emergency Cyclone Procedure detailing the above. Should Council grant planning approval to this application this alternative Emergency Cyclone Procedure will be endorsed through a condition of approval.

The proposal provides 30 additional parking bays to the existing bays on site, making a total of 86 parking bays including three accessible bays. In addition the applicant has provided 4 motorcycle bays and facilities for 16 bicycle parking spaces.

DP10 requires the provision of car parking bays at the rate of 0.5 bays per person. The proposal provides for a total of 232 occupants which under DP10 would require a total of 116 car parking bays. Section 6.12.5 of TPS8 states that where Council is satisfied that the circumstances of a development justify such action and there will not be any resultant lowering of safety standards, it may permit a reduction in the number of car parking bays otherwise required by TPS8 and/or associated policies (DP10). It is considered that as this TWA is for the purpose of providing accommodation to construction workers involved in upgrading of accommodation and works throughout Wickham townsite, that a large number of the occupants will be bussed by the applicant from Camp B to the relevant work sites in Wickham. Being largely FIFO workers, many of the occupants of the TWA will not have personal vehicles. It is considered that the proposed number of parking bays is adequate and a variation in accordance with TPS8 is warranted in this instance.

The applicant has not provided a detailed landscaping plan at the time writing this report. It is recommended that any condition of approval that may be granted by Council contain a condition requiring the submission and endorsement of a landscaping plan by Planning Services, prior to any occupation of the site.

To ensure that the day to day operations of the TWA are such that any potential impacts on surrounding sites and nearby land users are mitigated a Management Plan is recommended to be required as a condition of approval should Council grant approval to this proposal.

The applicant has stated that the time period this TWA is required for is approximately five years to enable the proposed redevelopment works (RioTinto's) to be undertaken in Wickham. As Wickham township grows as a result of these works and other proposed expansions at Cape Lambert, it is appropriate to provide a condition of approval that provides a timeframe for the length of operation of this development as a TWA. This is to ensure that the site is available for future development of a more permanent nature that is more compatible with a town centre development. It is recommended that should Council grant approval for this application, a condition of approval should require that the development is to cease six years from the date of Council's decision. The applicant could apply in writing to Council prior to this six year period ending to extend this time period. Such an application would be considered by Planning Services in light of the town planning scheme objectives and provisions of the time. Should any planning approval be issued for this proposal it is recommended that a condition of approval require the submission and endorsement of a Rehabilitation Plan.

In addition to the abovementioned matters it is recommended that should Council grant planning approval for this proposal a condition of approval be included that requires the submission of a detailed Stormwater Management Plan prior to any works beginning on site. Further to this, a separate condition would require the applicant to submit for endorsement a Construction Environmental Management Plan prior to any works beginning on site.

#### Local Planning Policy DP10 – Transient Workforce Accommodation

The proposal meets the standards provided within this policy for the following design elements; site cover, building height and front setbacks. This policy requires a 3 metre secondary street boundary. Some of the accommodation units are located within 3 metres of the secondary street boundary however, in this instance the verge areas have a considerable width and the scale of the development is considered not to present any undesirable building bulk to surrounding areas. A relaxation of the 3m metre setback in this instance is considered warranted.

All other relevant elements of this policy are covered within the Local Planning Policy DP10 – Transient Workforce Accommodation and have been discussed above.

#### **Options**

Council has the following options available:

1. Approve planning application P2358, with relevant conditions, for the development of additions to Transient Workforce Accommodation at Lot 103 Wickham Drive, Wickham.
2. Refuse planning application P2358 for the development of additions to Transient Workforce Accommodation at Lot 103 Wickham Drive, Wickham.

#### **Policy Implications**

Policy number DP10 – Transient Workforce Accommodation is relevant to this matter.  
Policy number DP 9 – Town Centre Zone Development Requirements is relevant to this matter.

#### **Legislative Implications**

There are no relevant legislative implications pertaining to this matter.

#### **Financial Implications**

The applicant has made payment of fees (\$27,740), applicable to the planning application based on development cost.

#### **Conclusion**

Application for planning approval (P2358) provides for additional accommodation units to the existing approved TWA on site. The site is considered capable of accommodating the proposed additions and is appropriate to the site and the zoning of the land. It is considered with relevant conditions of planning approval the proposal meets the relevant objectives and provisions of TPS8 and associated policies.

#### **Voting Requirements**

Simple.

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## **RECOMMENDATION**

**That Council resolves to approve the application for planning approval (P2358) for additions to Transient Workforce Accommodation at lot 103 Wickham Drive, Wickham with the following relevant conditions:**

- 1. The approved buildings, works and layout shall not be substantially altered without the prior written consent of Planning Services.**

**Note: Prior to undertaking any departure from the endorsed plans Planning Services must be contacted to determine whether an amendment to this development approval is required, or whether the departure is permissible to be documented on ‘as constructed’ plans to be submitted to Planning Services for endorsement upon the completion of the development.**

- 2. This development is to cease operations 6 years from the date of this decision notice and rehabilitation of the site is to be completed within 7 years of the date of this decision notice.**

**Note: Should the proponent seek to extend this time period the proponent is to submit a written application to Planning Services for consideration.**

- 3. A site rehabilitation plan (SRP) is to be submitted to Council for endorsement three (3) months prior to ceasing operations, as outlined in Condition 2. The endorsed SRP is to be completed to the Shire’s satisfaction within the timeframe stated within Condition No.2 and in accordance with works specified in the endorsed SRP.**
- 4. The majority of the recreational facilities to be provided, as indicated in the attached stamped plans, are to be constructed and operational prior to the new additional accommodation units being occupied.**
- 5. Emergency cyclone procedures pertaining to safely sheltering occupants of this development, are to be undertaken in accordance with the ‘Emergency Cyclone Procedure’ submitted to the Shire in correspondence dated 26 November 2010.**
- 6. None of the proposed additional accommodation units shall be occupied until such of the approved building and site development works have been completed to the satisfaction of the Shire. These works shall include, but not be limited to, installation of toilets, laundries, kitchen and dining facilities and the construction of additional car parking.**
- 7. Construction works are to be undertaken in accordance with a prepared Construction Environmental Management Plan to be submitted to and endorsed by the Shire.**
- 8. All temporary building(s) for construction purposes must be contained wholly within the site compound shown on the endorsed plan and, if located on the site between 1 October and 30 April, adequate cyclone tie downs and anchor points shall be installed in accordance with Region D Terrain Category 2 (cyclonic areas) requirements under the Building Code of Australia.**

9. A Site Management Plan is to be submitted to and endorsed by Planning Services prior to any occupation of accommodation commencing. Management of the facility shall ensure adherence to the Site Management Plan at all times. The Site Management Plan must address the following matters:
- i) Behaviour;
  - ii) Safety;
  - iii) Consumption of liquor;
  - iv) Noise emissions;
  - v) Supervision;
  - vi) Hours of operation; and
  - vii) Provision of recreational facilities.
10. A detailed landscape and reticulation plan/s is to be submitted to and endorsed by Planning Services, prior to any erection of buildings on site. The endorsed landscaping and reticulation is to be planted and installed within three (3) months of occupation of the additional accommodation units.
11. The landscaping, in accordance with the endorsed plan/s, being maintained to the satisfaction of the Shire.
12. A detailed Traffic Management Plan for both the construction and operational phases of the development is to be submitted to and endorsed by the Shire, prior to works beginning on site.
13. A detailed Stormwater Management Plan and Sediment and Erosion Control Plan are to be submitted to and endorsed by the Shire prior to any works beginning on site.
14. The stormwater drainage system for the development is to cater for a 1 – 20 year storm event and shall be designed in accordance with the *Australian Rainfall and Runoff Manual: a Guide to Flood Estimation* to ensure that no stormwater run-off discharges onto any adjacent private property by directing all run-off into adjacent road and/or drainage reserves or to any other point of discharge approved by the Shire.
- Note: A minimum 0.5% longitudinal fall along valley and kerb lines for all sealed surfaces is generally deemed to satisfy this requirement.
15. The ongoing use and development of the site shall not cause erosion or degradation to the subject or surrounding land. The development site shall have adequate erosion control measures in place during construction and operational phases to prevent scouring and dust nuisance problems occurring.
16. Parking areas and the number of parking bays to be provided are to be in accordance with the attached stamped plans. A total of 86 parking bays including three (3) accessible bays are to be provided. Four (4) motorcycle bays and facilities for 16 bicycle parking spaces are to be provided.
17. All parking areas and all vehicular access and manouevring areas shall be constructed in accordance with the Shire of Roebourne’s Type “A” (two coat seal) or “Type C” (asphalt surfaced commercial/industrial pavements) pavement construction specifications.

**Note: Council’s pavement specifications include requirements relating to drainage, kerbing, line marking, bollards and construction methods (in addition to pavement construction).**

**18. All sealed areas including delineation of designated parking bays (80 – 100 mm wide white, yellow painted lines or raised markers as per AS2890.1) shall be maintained to the satisfaction of Planning Services.**

**19. The vehicle crossover(s) must be constructed in accordance with the Shire of Roebourne’s Vehicle Crossover Specification.**

**Note: Before commencing any works on the vehicle crossover, the owner/developer must contact the Shire’s Technical Services Department to discuss these works. The landowner may be eligible for a Council contribution towards these works.**

**20. Damage to road pavements, kerbing, footpaths or Shire assets (as applicable) caused by construction activity including; but not limited to vehicle movements, shall be repaired in accordance with specifications and works supervision and scheduling arrangements to be approved by the Shire.**

**21. The car parking areas, access driveways and building entry areas are to be lit in accordance with Australian Standard AS1158 *Lighting for Roads and Public Spaces* and; thereafter, maintained to the satisfaction of Planning Services.**

**Note: Any external lighting shall be installed and maintained so as to avoid distracting passing motorists or causing nuisance to neighbours.**

**22. A rubbish pickup compound capable of accommodating bulk bins must be provided. The rubbish pickup compound must be suitably screened, constructed with concrete flooring of not less than 75 mm in thickness graded to a minimum 100 mm industrial floor waste gully connected to an onsite effluent system and be provided with a tap with adequate mains supply to the satisfaction of Planning Services. The location of the rubbish pickup compound must enable access to a front-loading single unit truck (12.5m long with a 12.5m turning radius).**

**Note: Should the rubbish compound/bin storage area be connected to the Water Corporation sewer and exceed 20m<sup>2</sup> a roof may be required in accordance with Water Corporation policy.**

**23. No goods, materials or vehicles are to be stored or parked permanently in the designated parking bays, landscaped areas, or within access driveways.**

**24. This decision to approve will expire if the development has not substantially commenced and is in continuation within two [2] years of the date of this decision.**

**Note: Planning Services will consider extensions to the approval period for to two [2] years provided a written request is received no later than the original or extended date of expiry.**

**ATTACHMENT 1 – SITE PLANS, FLOOR PLANS AND ELEVATION PLANS**

**SEE ATTACHED**



**ATTACHMENT 2 – LOCALITY PLAN**





**13.4 R-CODES VARIATION - OUTBUILDING WITH WALL HEIGHT OF 3.6M AND EXCESSIVE FLOOR AREA OF 160SQM AND REAR ACCESS OVER THE DRAINAGE RESERVE - LOT 158 BURKE CRESCENT DAMPIER**

**File No:** P2329  
**Attachment(s)** Location Plan, Site Plan and Elevation plan  
**Responsible Officer:** Director Development And Regulatory Services  
**Author Name:** Planning Assistant  
**Disclosure of Interest:** Nil

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**REPORT PURPOSE**

For Council to consider and make determination on the following two issues:-

- An application for a variation to the acceptable development provisions of the Residential Design Codes of Western Australia (R-Codes) and make determination against the relevant performance criteria for a proposed outbuilding situated at Lot 158 [158] Burke Crescent, Dampier.
- The proposal of the access to the outbuilding to be obtained across the rear boundary through the drainage reserve.

**Background**

Locality: Dampier  
Applicant: Barry Kuhn  
Owner: Barry Kuhn  
Zoning: Residential (R20)

Building Licence Application 20100523 and R-Codes Variation Application P2329 for an outbuilding were received on 9 August 2010. The R-Codes Variation Application was required as it proposes the development of an outbuilding with and over height wall of 3.6m and an excessive floor area of 160sqm. The excessive height and size outbuilding is required to store a motorhome 10 metres in length total width 5.5 metres (2 slide-outs) height 3.3 metres and a vehicle trailer 7 metres in length.

As part of the assessment of the R-Codes Variation a letter was sent to the applicant requesting that alternative access to the outbuilding, rather than over the rear drainage reserve be demonstrated. It was also requested that the excessive floor area be reduced to comply with the Shire of Roebourne local planning policy DP7 – Residential Frontage. Justification was sort for any deviation from what is permitted for the vehicular access to the property and floor area of an outbuilding.

The applicant responded in writing with a justification for the need to access his property over the rear drainage reserve. In his letter the applicant states:-

*"In my case front access to the proposed garage/storage shed is limited to the size of a normal sedan vehicle. Front access for the motorhome is just not possible.*

*As already mentioned, in my application the main reason for the size of the garage/shed is to house a motorhome 10 metres in length total width 5.5 metres (2 slide-outs) height 3.3 metres and a vehicle trailer 7 metres in length.*

*Obviously I would like to house these vehicles for a couple of reasons and they are:*

- To prevent deterioration of the vehicle if exposed to the severe weather conditions.*
- Protection in the event of cyclone.*
- Minimise the impact of vehicle sitting at the front of my property – Burke Crescent.”*

The applicant also addressed the variation of the R-Codes in relation to the excessive floor area of the outbuilding. In his letter he states:-

*“You mentioned in your correspondence was it possible to reduce the proposed floor area of the outbuilding. Yes, of course it is, but that would defeat the purpose of the garage/shed. The width could be reduced at the expense of room along both sides of the vehicle. The length could be reduced at the expense of the storage shed.”*

### **Issues**

#### Compliance with the Shire of Roebourne Town Planning Scheme No. 8 (TPS8)

The relevant Dampier Precinct objectives include:

*“Enhance the high quality residential environment of Dampier.”*

And

*“Encourage residential development that will accommodate a greater range of lifestyles to reflect the broadening population base.”*

The proposed outbuilding is not considered to meet the objectives of TPS8 as the proposed outbuilding, with a floor area of 160sqm and wall height of 36.m is considered inappropriate development for a Residential zone. The outbuilding is considered to be industrial in nature being oversized and bulky and further, it will not enhance the residential amenity of the area.

The maximum floor area allowed on the site is 96.2m<sup>2</sup> (which is 10 percent of the lot area) and is considered to be the appropriate size for an outbuilding on the subject lot. An outbuilding larger than this will not maintain the ability to carry out the essential functions of private open space and is considered to have an adverse affect on the visual amenity of the neighbours and streetscape.

#### Parking and Parking Facilities Local Law section 3.11

Access to properties over drainage reserves is not permitted within the Shire of Roebourne. The Shire of Roebourne’s *‘Parking and Parking Facilities Local Law section 3.11’* states:-

##### **“3.11 Parking on reserves**

*No person other than an employee of the local government in the course of his or her duties or a person authorised by the local government shall drive or park a*

*vehicle upon or over any portion of a reserve other than upon an area specifically set aside for that purpose.”*

The proposed access to the outbuilding over the drainage reserve at the rear of the subject property is therefore not lawful and cannot be permitted by the Shire of Roebourne. Furthermore, unauthorised vehicular access over drainage reserved causes erosion to untreated surfaces resulting in degradation to the site. The native vegetation found in the drainage reserves are at risk of irreversible damage as a result of continuous vehicular movements over them.

Residential Design Codes of Western Australia (R-Codes)

The relevant provision of the R-Codes that relate to this application is 6.10.1 – Outbuildings. The over height wall of 3.6m and the excessive floor area of 160sqm means that the development does not meet the acceptable development provisions and therefore the application should be measured against the performance criteria as follows:

*“Outbuildings that do not detract from the streetscape or visual amenity of residents or neighbouring properties.”*

The proposed 160sqm of floor space for the outbuilding is excessive and is well above the permitted size. An outbuilding with dimensions such as these is industrial in nature and is considered to have a detrimental affect on the residential area in which it is to be located. The entire length of the rear of the property will be taken up with this structure which is not residential in nature. This will affect the private open space of this property and will adversely impact on the visual amenity and streetscape amenity for the surrounding area.

The wall height of 3.6m for the outbuilding accentuates the overall size of the outbuilding. An outbuilding with a wall height of 3.6m that is also 20metres long and 8 metres wide results in a shed that is too big for the residential area in which it is proposed. Building bulk will impact on the subject and surrounding sites having the outbuilding a feature of the streetscape that stands out and detracts from the residential feel of the area. Outbuildings are incidental developments to more appropriate residential development such as a single house and therefore should not be the dominate feature of the residential zone in which it is located. This outbuilding is considered to me a dominating development and detracts from more appropriate residential structures.

Compliance with Local planning policy DP7 ‘Residential Frontage’

The key objectives of the Local Planning Policy DP7 that relate to the proposal include:

*‘To protect the amenity of residential streetscapes.’*

And

*‘To provide weather protection for boats, caravans and vehicles on residential properties.’*

The proposed outbuilding is not deemed to comply with the objective ‘To protect the amenity of residential streetscapes.’

The policy states;

*“Garages, carports, boatports, and non-habitable outbuildings shall have a maximum wall height of 2.7m and a total overall height of 4.5m. Where a wall*

*height of greater than 3.6m is proposed the applicant must be determined at an Ordinary Council Meeting.”*

And

*“In aggregate the floor area of all detached garages, carports boatports and outbuildings with permanent roofing must not exceed 10% of the lot area, or 120m<sup>2</sup> (whichever is the lesser).”*

The variations from the requirements of the local planning policy are considered to directly impact on the objective stated above. The protection of the amenity of the residential streetscape is not being maintained through the proposal of an outbuilding of this size. The local planning policy DP7 – Residential Frontage is generous in enabling outbuildings to be bigger in floor area than what the R-Codes allow. The wall height allowed in the local planning policy (2.7m) is also significantly greater than that of the R-Codes (2.4m) and still the development is pushing these generous limits. The floor area of 160sqm is significantly larger than the 96.2m<sup>2</sup> which is permitted and as described above is considered to adversely affect the residential area in which it is proposed.

### **Options**

Council has the following options available:

1. To approve the application for R-Codes variation for the outbuilding with over height wall of 3.6m, floor area of 160m<sup>2</sup> and access of the drainage reserve.
2. To refuse the application for R-Codes variation.

### **Policy Implications**

Local Planning Policy DP7 ‘Residential Frontage’ is relevant to this matter.

### **Legislative Implications**

There are no relevant legislative implications pertaining to this matter

### **Financial Implications**

The R-Codes variation application fee of \$100 has been paid by the applicant

### **Conclusion**

The proposed outbuilding with wall height of 3.6m and total floor area of 160m<sup>2</sup> is considered a development that is undesirable as it is inconsistent with the residential zoning of the area. The size of the outbuilding is industrial in nature and is expected to dominate the streetscape impacting on the visual amenity for surrounding property owners and from the street.

The proposed access to the outbuilding over the rear drainage reserve is not lawful and is potentially detrimental to the site. The Shire has a local law that states that driving a vehicle over or upon a drainage reserve is not permitted.

It is therefore recommended that the application for R-Codes Variation be refused.

### **Voting Requirements**

Simple.

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**RECOMMENDATION**

**That the Council:**

- 1. Refuse the application for a variation to the Residential Design Codes of Western Australian for the development of an outbuilding at Lot 158 Burke Crescent, Dampier on the following grounds:**
  - The proposed outbuilding is industrial in appearance given the combination of its excessive height and floor area and therefore does not meet the Dampier objectives of the *Shire of Roebourne Town Planning Scheme No.8* as the residential amenity of the area will not be enhanced. .**
  - The proposed outbuilding cannot meet the relevant performance criteria of the Residential Design Codes of Western Australia as it will adversely affect the Flinders Street streetscape due to its bulk and industrial appearance.**
  - The proposed outbuilding is non-compliant with the height and floor area provisions of local planning policy DP7-Residential Frontage.**
  - The only access for an oversize vehicle to the outbuilding is over the Council's 'Parks, Recreation and Drainage' reserve which is prohibited under section 3.11 of the Council's Parking and Parking Facilities Local Law.**



**ATTACHMENT 1 - LOCATION PLAN, SITE PLAN AND ELEVATION PLAN**

**SEE ATTACHED**



**13.5 TRANSIENT WORKFORCE ACCOMMODATION (LOT 1001) 13 - 15 WILSON WAY WICKHAM**

**File No:** P2326

**Attachment(s)**

1. Submissions
2. Statutory Declaration
3. Plan
4. Application
5. Notification Extent

**Responsible Officer:** Director Development And Regulatory Services

**Author Name:** Senior Planning Officer

**Disclosure of Interest:** Nil

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**REPORT PURPOSE**

For the Council to consider and decide an application by Mr Kim North to establish a 12 person Transient Workforce Accommodation Facility (TWA) on Lot 1001 Wilson Way, Wickham and within the Wickham Mixed Business zone.

For the Council to consider the submissions received.

For the Council to decide whether to accept a late submission from Mr John Symonds the Development Manager for Hanson Construction Materials Pty Ltd.

**Background**

It is proposed to establish a 12 person TWA (Lot 1001) at 13 – 15 Wilson Way, Wickham to provide accommodation for the employees of Norwest Sand and Gravel Pty Ltd, a landscaping business that operates from the site. The application was received on 6 August 2010. A request for further information was issued on 14 September 2010 and finally satisfied on 24 November 2010.

Notice of the application was served on the properties shown in Attachment 5 Notification Extent. The submission period closed on 24 November 2010. Two submissions were received. The submission from Mr Jozef Hofstee was received within the timeframe for making submissions. A late submission from Hanson Construction Materials Pty Ltd was received on 6 December 2010.

As the application involves Transient Workforce Accommodation within 20km of a townsite the proposal must be considered and decided at a meeting of the Council.

**Issues**

Statutory Considerations

The proposed Transient Workforce Accommodation facility falls within the Wickham Mixed Business zone. Properties in the vicinity of the subject site are utilised for a variety of purposes including activities that are industrial in nature. While those industrial uses are

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not provided for in the Mixed Business zone, that zone was applied over the area after many of the current industrial uses, including Mr North's sand and gravel business and the Concrete Batching Plant on the adjoining site, were established. TPS8 provides for the continuation (but not expansion) of those industrial uses as 'non-conforming uses' and Local Planning Policies DP 10 'Transient Workforce Accommodation' and DP8 'Roebourne and Wickham Mixed Business Zone Development Requirements' require consideration of the effects on and from those activities in coming to a decision on any new application for development approval in the area.

The proposed TWA is provided for in the Mixed Business zone subject to planning approval.

The objectives in TPS8 for the Wickham Mixed Business zone clearly state that uses should be consistent with the residential component in the zone. That objective is set out below.

#### *5.14 Wickham Objectives*

*(iv) Develop the Wickham Mixed Business zone as a precinct in which:*

- businesses may be developed in conjunction with single residences,*
- uses are not permitted which are inconsistent with the residential component,*
- and*
- no site may be developed purely for a residential function."*

The objectives of the Mixed Business zone are therefore strongly aligned with providing high levels of amenity for residential uses.

The proposed TWA associated with the proponents sand and gravel business brings the activity on the subject site into closer alignment with the objectives for the Wickham Mixed Business zone in that a residential component will now be incorporated on the site. The industrial nature of the sand and gravel business and the adjoining Concrete Batching Plant, are factors that complicate the application as they require consideration of the compatibility of existing lawful industrial uses with the proposed TWA.

#### Submissions (Attachment 1)

##### Jozef Hofstee – Lot 8 DP211969

Mr Hofstee owns the property directly opposite the subject site. That property contains the family home which Mr Hofstee has occupied for many years. Mr Hofstee supports the proposal for TWA provided other properties in the area can also establish TWA facilities. The submission raises issues with regard to the impact of the proposal on the limited supply of power and water to the street. The main concern raised in the submission is the dust generated from the track over unallocated crown land which the submitter claims is utilised by vehicles associated with the Mr North's landscaping business. Mr Hofstee believes that the TWA indicates Mr North's business is expanding and that expansion will result in greater use of the dirt track leading from the North property. Mr Hofstee seeks assurance that the road will be closed.

Planning Analysis Hofstee submission:

While Mr Hofstee seeks confirmation that other applications for TWA in the area will be treated favourably, no such confirmation can be given as each application will be treated on its merits. The matter of the supply of power and water is to be taken up by the proponent with the individual service providers. Any limitation on the ability to provide

those services would naturally limit the ability to operate the facility, as without those services the proposal would not achieve the building licence or health requirements of this Council. There is no direct connection with the use of the track leading from the subject site and the provision of TWA on the site. Neither is there any planning reason to limit the number of employees Mr North can engage at any time.

For the reasons set out above it is considered that the Hofstee submission raises matters that can not be addressed as part of the TWA planning application and any matter of unauthorised use of the dirt road resulting in dust affecting the Hofstee property would have to be taken up through compliance action under appropriate legislation.

Late submission - Hanson Construction Materials Pty Ltd Submission 11 Wilson Way

A late submission has been received from Mr John Symonds for Hanson Construction Materials Pty Ltd in relation to Lot 11, which adjoins the subject site. Lot 11 contains a Concrete Batching Plant that is permitted in the zone by virtue of non-conforming use rights. Mr Symonds considers the proposed TWA is generally inappropriate in such close proximity to the plant and in particular is concerned about the potential conflict between residential use and the truck movements associated with the Concrete Batching Plant.

Planning Analysis Hanson Construction Pty Ltd submission:

A Concrete Batching Plant is a prescribed premises in accordance with Schedule 1 of the Environmental Protection Regulations 1987. That status is applied because the concrete batching process can have serious health implications if the activity is not carried out in accordance with environmental controls. Comment was sought from the Department of Environment and Conservation on the matter of the controls that apply to the Concrete Batching Plant. The DEC responded by providing documents outlining the guideline separation distances of between 300 and 500 metres for sensitive activities located in relation to a concrete batching plant.

As the proposed TWA is located approximately 100 metres from the concrete batching plant the recommended separation distance can not be achieved. A mitigating factor in this case is that the concrete batching plant is subject to stringent controls with regard to dust emissions. Compliance with those controls should ensure that workers and residents on Mr North's property are not exposed to unhealthy amounts of dust from the plant itself. However, the proponents business activity also includes dust generating activities that may affect workers on the site and residents of the TWA. As there is potential for the residents to be exposed to dust emissions for long periods, it seems reasonable to require a high level of air quality within the accommodation units during the night.

It is agreed that the heavy industrial traffic movements and hours of operation associated with the concrete batching plant may create noise effects that are incompatible with residential accommodation on the site. The Department of Environment and Conservation (DEC) advise that the separation distance guidelines of between 300 – 500 metres are mainly intended to address noise effects. A mitigating factor may be that the separation area is wholly contained within the subject site and occupied by a workshop, administration buildings and a caretakers dwelling that will go some way to deflecting noise. However it is not known how effective the buildings will be as barriers to noise.

For the reasons set out above, and in discussion with the Council's Environmental Health Officers, it is considered that conditions of approval should require suitably qualified experts to report on the effects of noise and dust and provide recommendations regarding the appropriate methods of mitigation.

Recommended Condition to Address Noise Effects

Prior to occupation of the accommodation units the approval holder shall submit a noise management plan detailing the measures that will be undertaken to ensure noise levels experienced by residents are kept within levels prescribed in the *Environmental Protection (Noise) Regulations 1997*. The plan shall be prepared by a suitably qualified consultant and shall include predictions of the noise levels produced within the area (given that adjacent commercial premises may operate 24 hours per day, seven days per week) and the sound proofing measures to be used in the design and construction of the development. All recommendations set out in the report shall be implemented by the approval holder.

#### Recommended Condition to Address Dust Effects

Prior to occupation of the accommodation units, the approval holder shall engage a suitably qualified air quality engineer to undertake air quality testing in and around the accommodation units to determine compliance with AS1668 and all other standards relating to air quality. Such testing shall be undertaken while dust generating activities are being conducted at the concrete batching plant on the adjoining site and when those activities have ceased. Such testing shall be undertaken when under worst case prevailing weather conditions. If the results of such tests indicate an unacceptable air quality for the residents of the accommodation units, the approval holder shall install an engineer designed air filtration or air conditioning system capable of delivering air of an acceptable quality (as per AS1668) to the accommodation units.

#### Effluent disposal

The Council's Environmental Health Officer has commented that the site is sufficiently large to easily cater for the effluent disposal needs of the proposed TWA. The usual process of requiring the proponent to provide system design details prior to issuing development approval has been waived in this case on the basis that an 'on site disposal system' can clearly be designed to meet the needs of the proposed TWA on this site.

The proponent will be required to obtain approval for the installation of effluent disposal apparatus from the Department of Health. That requirement should be included as an information note on any approval issued for the proposal.

As the site may be subdivided in the future it is also considered appropriate to include an information note to alert the owner to the possibility that any future subdivision of the site may be constrained by the effluent disposal requirements of the TWA.

A condition of approval can ensure that the TWA is not occupied until such time as the effluent disposal system is approved and installed.

#### Parking and Manoeuvring

The proponent has submitted a site plan showing the location of vehicle parking spaces. It is proposed to locate the parking for the TWA at the rear of the accommodation units. Given the layout of the site, the proposed landscaping and the location of the TWA on the boundary adjoining Unallocated Crown Land, it is considered that parking can be located as proposed without any adverse effects.

#### Landscaping

The applicant has submitted a landscape plan that shows a variety of scrubs and trees to be located along the Wickham Road boundary of the site. The proposed landscaping is unlikely to screen the TWA facility entirely but will have the effect of softening the visual impact of the accommodation unit. The proposed landscaping is considered an appropriate response within the Mixed Business zone.

The provision and maintenance of the planting can be ensured by a condition of approval requiring that the planting is established and maintained for the period over which the TWA is in place.

#### Occupation of the Facility

In order to give some certainty to the public regarding the exclusive occupation of the TWA by employees of Norwest Sand and Gravel Pty Ltd, the applicant provided a Statutory Declaration as follows:

*“The proposed 12 person camp at Lot 1001 Wilson Way Wickham will be used to accommodate Norwest Sand and Gravel Pty Ltd employees only. The camp will not be open for the general public’s use nor advertised. The camp will be privately owned and operated.”*

The declaration gives added legal weight to any condition of approval requiring the same.

#### Removal of the TWA Facility

The applicant proposes to retain the TWA Facility for a period of 10 years at which time it will be removed. A condition of approval can limit the term of the approval to 10 years. An information note can be included in the approval document to ensure that the applicant and any successive owners and operators of the facility are aware of the need to apply for a further approval if they intend to extend the life of the accommodation facility.

#### General Compliance

It is considered that subject to conditions of approval the proposal will largely achieve the objectives, standards and performance criteria of TPS8 and Local Planning Policies DP8 and DP10. It is also considered that any adverse effects of allowing the TWA to locate within close proximity to the industrial use on the subject site and the adjoining site can be adequately addressed through conditions controlling dust and noise. For those reasons it is considered approval can be granted to the proposal.

#### **Options**

Council has the following options available:

- To approve the application by Mr Kim North to establish a 12 person Transient Workforce Accommodation Facility at (Lot 1001) 13 – 15 Wilson Way Wickham subject to the conditions recommended in this report and any further conditions considered appropriate by the Council or the Manager Statutory Planning Services.
- To refuse to approve the application by Mr Kim North to establish a 12 person Transient Workforce Accommodation Facility at (Lot 1001) 13 – 15 Wilson Way Wickham.
- To accept the late submission from Mr John Symonds of Hanson Construction Materials Pty.
- To refuse to accept the late submission from Mr John Symonds of Hanson Construction Materials Pty Ltd.

#### **Policy Implications**

1. Policy number DP10 titled Transient Workforce Accommodation
2. Policy number DP 8 Roebourne and Wickham Mixed Business Zone Development Requirements are relevant to this matter.

**Legislative Implications**

Shire of Roebourne Town Planning Scheme No.8  
Planning and Development Act 2005.

**Financial Implications**

There are no financial implications for the Council resulting from this report.

**Voting Requirements**

Simple.

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**RECOMMENDATION**

**That Council**

1. **Accept the late submission from Mr John Symonds of Hanson Pty Ltd.**
2. **Approve the application by Mr Kim North to establish a 12 person Transient Workforce Accommodation Facility at (Lot 1001) 13 – 15 Wilson Way Wickham subject to the conditions recommended in this report and any further conditions considered appropriate by the Council and Manager Statutory Planning Services.**

## ATTACHMENT 1 – SUBMISSIONS

**Leah Alexander**

*Submissions.*

*Attachment*

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**From:** Symonds, John (Victoria Park) AU [John.Symonds@hanson.com.au]  
**Sent:** Monday, 6 December 2010 8:18 AM  
**To:** Leah Alexander  
**Subject:** Application for 12 person transient workforce accommodation 13 - 15 Wilson Way Wickham

Dear Leah,

We acknowledge receipt of your letter of 10th November 2010 in regard to the above application. It is regrettable that the receipt of the letter to the correct Management within Hanson has been delayed and the date for responses has past (24th November 2011). We hope that our objection to the proposal at this late stage may still be recorded.

Hanson Construction Materials Pty Ltd operates a concrete batching plant adjacent to (Lot 11) the location of the proposed transient workforce accommodation in Wickham.

The concrete batching plant services the local construction industry and its hours of operation are varied to suit the local weather conditions and our clients construction timetables.

Large vehicles deliver aggregates and cement to the batching plant periodically and pre mixed concrete trucks leave and return to the batching plant delivering products at regular intervals. The interaction with transient workers whom may be returning from long shifts and the inevitable interaction with heavy trucks should be avoided under all circumstances.

Hanson is concerned with the proximity to its operation of such a development and one that appears to be incompatible with the industrial nature of the immediate environment.

Hanson is certain that the interaction with and concentration of its trucking movements over long hours, will give rise to complaints from the intended residents of such a facility in the area.

Hanson's facility is appropriately operating in an industrially zoned area and only similar, industrial activities should be permitted by Council in this area.

For any further details please contact John Symonds on 08 9311 8852.

Regards

*John Symonds*

*Development Manager Western Region*

**Hanson Construction Materials Pty Ltd**

**Tel:** +61 (0) 8 9311 8852

**Fax:** +61 (0) 8 9311 8899

**Mob:** +61 0418 904 011

**Email:** [john.symonds@hanson.com.au](mailto:john.symonds@hanson.com.au)

**Web:** [www.hanson.com.au](http://www.hanson.com.au)

**Leah Alexander**

Submission 1

**From:** Joe & Norma [jhofstee@bigpond.net.au]  
**Sent:** Wednesday, 24 November 2010 3:45 PM  
**To:** Leah Alexander  
**Subject:** accomadation 13 15 wilson way wickham  
**Importance:** High

hi leah as we stated we have no objection to camp for workers so long as its the same for all occupiers and owners in the mixed business area wickham. we also have concerns about water use and power as we have had discussions about power to much draw for transformer in wilson way. we spoke to main man at watercorp karratha he advised us no more allocation for projects in our area due to water shortage. we also have grave concerns for illegal road out from their block to dump road ie increase in workers means more vehicle movements which creates dust noise we have taken this issue to shire and nothing done proponent has stated that only one or two movements of vehicles a month we have recorded 10 to 12 movments daily we need assurance that the road will be closed. noise levels to be controlled as well as start times and finish times my contact details are mobile 0418844114 home 91871837 regards jozef hofstee

**ATTACHMENT 2 – STATUTORY DECLARATION**

Attachment (2.)

WESTERN AUSTRALIA

OATHS, AFFIDAVITS AND STATUTORY DECLARATIONS ACT 2005

STATUTORY DECLARATION

I, DONALD KIMBERLEY NORTH.

(name, address and occupation of person making declaration)

sincerely declare as follows:-

The proposed 12 person camp at Lot 1001 Wilson Way Wickham will be used to accommodate Norwest Sand & Gravel Pty Ltd employee's only. The camp will not be open for the general public's use nor advertised. The camp will be privately owned and operated.

(insert content of the statutory declaration; use numbered paragraphs if content is long)

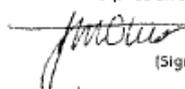
This declaration is true and I know that it is an offence to make a declaration knowing that it is false in a material particular.

This declaration is made under the *Oaths, Affidavits and Statutory Declarations Act 2005*

at Point Samson  
(place)

on 24-11-2010  
(date)

in the presence of -

 - JP 10504  
(Signature of authorised witness)

Jane Maree Oliver

(Justice of the Peace)

(Name of authorised witness and qualification as such a witness)

23 Bruce Way  
Point Samson WA 6720

by   
(Signature of person making the declaration)



**ATTACHMENT 3 – PLANS**

**SEE ATTACHED**



**ATTACHMENT 4 - APPLICATION**

Original Application -

Attachment ④

**TO WHOM IT MAY CONCERN**

**SUBMISSION FOR 12 PERSON ACCOMMODATION CAMP AT LOT 1001 13  
WILSON WAY WICKHAM LIA**

The proposed camp is to accommodate our own employees - Norwest Sand & Gravel Pty Ltd.

Norwest Sand & Gravel Pty Ltd is a small privately owned earthmoving business. Our primary business is civil contracting, general plant hire and supply of sand and garden materials.

We employ up to 22 people, about one third of those have their own accommodation, however are in caravan parks, caretaking and house minding. Because we are unable, at the moment, to offer any form of accommodation it is impeding our company and the day to day running of our business.

Accommodation in the area is a serious problem. We have looked at other alternatives and tried other options but to have a camp is the option that will work best for us as a growing company.

With projects commencing in the local area our company is growing and we are having the same accommodation problems as everyone else so we have decided to go this way with a 12 room camp.

This is not a commercial venture in the sense that it will not be open to the general public or other companies therefore we have made no allowance for disabled facilities within the camp.

There will be no 'wet mess'.

There will be a communal kitchen - no catering staff.

Vehicle wash down bay and screened bulk bin storage will be installed to Shire specifications.

The accommodation camp will be situated in the south west front corner of Lot 1001 Wilson Way. As the yard is approximately 16,000 sqm the back of the yard is used for the parking of road trains and machinery. This is accessed by a separate gate and do not drive thru the camp area.

There will be from 6 -12 people on site at the camp at any one time.

**Camp Management Plan - LOT 759 Wilson Way Wickham LIA**

**Introduction**

The camp will be accommodating Norwest Sand & Gravel Pty Ltd employees only. Norwest Sand & Gravel Pty Ltd has procedures and policies in place through its Occupational Health and Safety Management System (OHSMS) to compliment the day to day running of the camp and maintain a safe and healthy environment for its residents and for its neighbours.

All employees residing at the camp will undergo the Health, Safety and Environment (HSE) induction performed by Norwest Sand and Gravel. The induction will include information and company expectations on the following, but not limited to; facilities provided by the camp, safety consideration; including the emergency management policy, evacuation procedures, the code of conduct requirements, disciplinary procedures, conflict resolution procedures, Norwest Sand and Gravel's policy pertaining to the consumption of drugs and alcohol and the individual occupant's expectations and responsibilities before commencing work and/or moving into provided accommodation.

**The Camp**

The camp will contain the following facilities:

- Four (4) Suitable, safe and comfortable domiciles
- Laundry, ablution, toilet, personal waste facilities
- Kitchen facilities - self catering
- Outdoor area with bar-b-que facilities
- Undercover designated parking
- Wash down facilities
- Emergency Shelter

**Emergency Management Practises**

Please find a copy of Norwest Sand and Gravel's Emergency Management/Response Procedure attached.

**Control Service of Alcohol**

Please find a copy of Norwest Sand and Gravel's Fitness for Work Policy attached, pertaining to alcohol consumption on NWSG owned and operated property.

No personal alcohol purchasing and/or storing of alcohol restrictions apply. However, employee to employee sale of alcohol is prohibited.

At all times, Western Australian law regarding alcohol and its consumption is to be observed.

**Management Statement**

**Emergency / Environmental Management for:**

**Cyclone Shelter:**

All structures inside the camp are cyclone rated, and, as such, conform to all applicable Federal and State legislation regarding building quality and integrity.

During a cyclone, the Norwest Sand and Gravel Emergency Response Procedure instructs all camp residents to vacate their personal domiciles and make their way to the combined kitchen, dining and laundry facility which has been designated as the '*public cyclone shelter*' constructed to withstand a category 4 tropical cyclone.

**Dust Suppression:**

All traffic on site is restricted to 10km/h, this includes both entering and exiting the site.

The use of water trucks. Norwest Sand & Gravel has three (3) water trucks available for use at all times. So procuring a truck for utility at the proposed site at any time should not prove to be an issue.

**Waste Management:**

The only waste the camp is expected to generate is typical household refuse, such as; food stuffs, product packaging, aluminium cans, glass bottles, paper pulp, plastic and domestic electronics, etc. Each domicile will be provided with a Shire-approved bin for a weekly

trash collection/pick up service.

**Hygiene:**

As laundry, ablution, toilet and waste management facilities are all provided, a considerate level of hygiene, both personal and of the facilities themselves, is expected to be maintained at all times.

**Pest/Animal Control:**

The camp site's perimeter is completely fenced, with two (2) access/egress gates situated along the south-facing side of the site, adjacent to Wilson Way. There is another access/egress gate to the site located in the top north-east corner of the property .

All 3 gates can, and are, closed and locked at night.

No personal pets are to be housed on site.

Adequate waste management facilities are provided reducing the potential for attracting animals with scrap foodstuffs to a negligible level.

**Weed Control:**

General landscaping and grounds' maintenance is performed on an "as needed" basis. This allows Norwest Sand and Gravel the flexibility to change the frequency and/or thoroughness of any up-keep/modifications that the site may require.

**Catering:**

Norwest Sand and Gravel will not be providing catering of any kind to the camp, to its facilities and/or residents.

The camp site is, as well as the domiciles located on it, self contained and maintained.

**Liquor License:**

The proposed camp site premises will not have a liquor license.

**Tenants' Rights/Responsibilities:**

Max Occupancy: Each domicile is restricted to a-maximum of three (3) occupying residents, and a maximum of four (4) visitors at any one (1) time.

Age Restrictions: An age restriction of 18 will apply to any person(s) residing in the camp.

No age restrictions apply to visitors or guests.

**Pet Ownership:**

Pet ownership, while on site, is prohibited.

**Private Vehicles;** including boats/caravans/trailers:

Proposed camp site has ample land which, if occupied with personal property, such as boats, caravans, personal vehicles and/or trailers, would pose no entry/egress or safety issues for the site. So personal vehicle storage, outside of the undercover vehicle parking provided is permitted.

Norwest Sand and Gravel, however, will accept no personal liability for any property stolen and/or damaged that was brought on site by a visitor, guest and/or resident of the camp.

**Conflict Resolution:**

Conflict resolution will be handled as illustrated in the Norwest Sand and Gravel Conflict Resolution Procedure.

**Transportation of Workers:**

As the proposed camp site is some 50 meters from Norwest Sand and Gravel's main vehicle/machine/equipment lay-down yard, main offices and maintenance workshops, providing workers with transportation to and from site is deemed unnecessary, and, as such, will not be provided.

**Security and Public Access:**

Access to the public is prohibited. Only Norwest Sand and Gravel employees and employees of contracted/sub-contracted companies are approved for access during standard Norwest Sand and Gravel work hours (7am-5pm).

After hours and on weekends, camp residents are permitted to have guests on site, provided they do not breach the maximum occupancy policy for the domiciles, and that the resident and his/her guests are respectful and considerate of the other residents in the camp.

No security measures apart from perimeter fencing with lockable gates are in place.

**Traffic Management Plan:**

All site applicable traffic restrictions and instructions are clearly posted at the site's three

(3) entry/egress points.

**Rubbish Compound / Bin Storage Area:**

Bins will be allocated to the four (4) separate domiciles situated on the camp. The bins can be stored wherever the occupant would like within the area of the camp, except inside the domicile itself.

**Wash down area:**

A designated wash down bay is located within the boundaries of the proposed camp site. It is situated in the top north-east corner of the property and is facilitated with running water and ample drainage.

**Covering Report**

**The purpose of the use and types of processes to be utilised**

Other functions, besides the proposed camp facility, that the premises is used for, is vehicle lay-down/equipment lay-down and related equipment storage.

The lay down area is located approximately 75 meters east of the proposed location of the camp, and is obscured entirely by an existing structure located on the property.

**The type and quantity of goods to be stored, processed or produced**

No commercial amount of any good is stored, processed and/or produced on the property. Goods stored are vehicles and miscellaneous equipment.

**The likely number of staff**

Norwest Sand and Gravel will not employ any persons, nor engage any company/companies to work for the camp site in any capacity.

**The extent and nature of the liquor licensed areas**

Site will not be liquor licensed.

**The likely size and type of any service vehicles entering the area**

The most common type of vehicle entering the area will be a standard Toyota Hilux ute, and, obviously, residents' personal vehicles which are expected to be of a comparable size to a standard sedan.

Less common, but still anticipated entering vehicles would include, but are not limited to

the following; Six(6) - Wheel “tipper” trucks, larger heavy-haulage trucks towing one (1) or two (2) trailers, standard earth-moving machines such as front end loaders and backhoes, and small earth-moving machines such as bobcats.

All entering vehicles are subject to Norwest Sand and Gravels traffic management plan.

**How land not required for immediate use is maintained**

The land not required for immediate use, but that falls within the boundaries of Norwest Sand and Gravel property, is cleared and levelled and left in a prepared state for when it will be needed.

**Dangerous Goods Safety Act 2004 License Required**

No license(ing) (is) required. The proposed site meets none of the requirements to necessitate a Dangerous Goods Safety Act 2004 License.

**Whether a Works Approval or License under the Environmental Act 1986 is required**

A Works Approval and/or License under the Environmental Act of 1986 is not required. As far as is discernable, no land proposed to be used and/or processes to be utilised at proposed site requires either permit to be obtained.

**What waste is likely to be generated and the means of storage/disposal**

Typical household waste is the only anticipated waste to be produced. The waste will be stored in Shire-approved waste bins, and disposed of once per week via a trash collection service.

**The likely effects, if any, on the neighbourhood including noise levels; air borne emissions, emissions to land or water, traffic including the hours of delivery and despatch, light spill or glare**

Typical household, residential noise levels, light spill and/or glare is anticipated. The closest residential neighbours are approximately fifty (50) meters north-west of the most north-westerly point of the proposed camp site.

Airborne emissions and emissions to land or water are not expected at all with regards to water contamination, and not in significant quantities pertaining to airborne. The proposed camp site is in an open, extremely well ventilated area, and apart from the provided bar-b-que facilities, no other superfluous facility has the potential to create airborne emissions that could be considered disruptive.

During typical Norwest Sand and Gravel working hours; 7am-5pm, frequent traffic entering and exiting proposed site can be expected. However, in the after hours and on weekends, remembering that the camp houses twelve (12) individuals, a disruptive amount of traffic is not anticipated.

No personal or company mail deliveries will be made at the proposed site. All business deliveries are made to the Norwest Sand and Gravel owned and operated property across the road (due south). The camp's residents are responsible for making their own mail arrangements.

### **Code of Conduct**

There will be a code of conduct which specifies the conduct requirements of the workforce. A copy of this will be placed in areas around the camp and a copy given to each person before being accommodated at the camp. Employees are expected to adhere to the code of conduct. Failure to comply with the Code of Conduct will result in disciplinary action.

Each employee will sign an agreement before being accommodated at the camp.

- Alcohol will be allowed within the camp but with strict controls of when it can be consumed.
- A zero tolerance on drugs will be enforced.
- Illegal substances, weapons and firearms will be prohibited.
- Gambling will be prohibited.
- Fighting will be prohibited.
- Cooking or preparation of food will be prohibited in accommodation quarters.
- Smoking shall only be allowed in designated smoking areas.
- Appropriate standards of personal hygiene are to be maintained.
- Appropriate standards of hygiene in the accommodation quarters, laundry and kitchen are to be maintained.

**Housekeeping and Maintenance**

The following measures will be put in place to ensure that the camp and its facilities will be organised and maintained to an acceptable and appropriate standard:

Designated rest hours and 'quiet times'.

Designated recreational hours.

Designated smoking areas.

Provision of housekeeping staff, rotated camp residents, to clean camp facilities eg. Kitchen and laundry.

Provision of a 'caretaker', rotated camp residents, to ensure that all maintenance, cleaning and general running of the camp is under control.

Site inspections will be undertaken by HSE person and camp caretaker on a monthly basis. The inspection and audit results will be documented.



## ATTACHMENT 5 - NOTIFICATION EXTENT

### Attachment 5

Notification Extent – Polygon shows properties notified of the proposal





## **14 STRATEGIC PROJECTS**

### **14.1 BUDGET AMENDMENTS - ADMINISTRATION CENTRE PROJECT**

<b>File No:</b>	<b>CP.103</b>
<b>Attachment(s)</b>	<b>Nil</b>
<b>Responsible Officer:</b>	<b>Director Strategic Projects</b>
<b>Author Name:</b>	<b>Strategic Projects Administration Coordinator</b>
<b>Disclosure of Interest:</b>	<b>Nil</b>

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#### **REPORT PURPOSE**

To consider a Budget amendment to the Administration Centre Portable Office Accommodation project to allow capital expenses to be recorded against the correct asset category.

#### **Background**

The approved Administration Centre Portable Office Accommodation budget of \$1,619,661, is recorded against Job 911002 established to record a purchase of Capital Buildings. While the majority of this budget will be used for the construction of the new building a portion of the estimated cost includes car park works to allow for the required additional parking space. As this is a Capital Infrastructure expense it is required to be recorded as such.

#### **Issues**

A budget amendment is required to reduce the total estimated budget expense of Job 911002 Administration Centre Portable Office Accommodation by \$25,800 and create the estimated budget expense for Job 911051 New Administration Building Car Park Works of \$25,800.

This amendment will have no impact on the estimated budget surplus/deficit for 2010/11.

The works are intended to be progressed by the Shire in early 2011 in readiness for the construction of the Office Building in April.

#### **Options**

Council has the following options available:

- 1) Adopt the amendments as per recommendations
- 2) Not to adopt the amendments

#### **Policy Implications**

There are no relevant policy implications pertaining to this matter.

#### **Legislative Implications**

Section 6.8 of the Local Government Act 1995 Expenditure from municipal fund not included in the annual budget applies

#### **Financial Implications**

The financial implication of this amendment will be to decrease the current budgeted expense for Capital Buildings and increase the current budgeted expense for Capital Infrastructure. There is no impact on the estimated budget surplus/deficit.

**Conclusion**

This budget amendment will allow the car park expenses to be recorded correctly in the first instance and reduce the requirement for corrections at a later date.

**Voting Requirements**

Absolute.

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**RECOMMENDATION**

**Council adopt the following budget amendment which will have nil impact on the estimated budget surplus/deficit for 2010/11.**

Acc #	Account Description	Original Budget	Inc/Dec	New Budget Total	Reason
911002	Administration Centre Portable Office Accommodation	(\$1,619,661)	\$25,800	(\$1,593,861)	To allow Car Park Works to be recorded against the correct asset category
911051	New Administration Building Car Park Works		(\$25,800)	(\$25,800)	
	Total	(\$1,619,661)	\$0	(\$1,619,661)	

## **15 ITEMS FOR INFORMATION ONLY**

### **INFORMATION ONLY ITEMS - NOVEMBER 2010**

**Responsible Officer:** Chief Executive Officer

**Author Name:** Minute Secretary

**Disclosure of Interest:** Nil

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#### **REPORT PURPOSE**

To advise Council of the information items for November 2010

#### **Background**

None

#### **Issues**

None

#### **Options**

None

#### **Policy Implications**

There are no relevant policy implications pertaining to this matter.

#### **Legislative Implications**

There are no relevant legislative implications pertaining to this matter.

#### **Financial Implications**

There are no financial implications resulting from this report.

#### **Conclusion**

None

#### **Voting Requirements**

Simple.

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#### **RECOMMENDATION**

That Council note the following information items:

- ◆ 15.1 Shire President's Mail – November
  - ◆ 15.2 Register of Documents Stamped with the Shire's Common Seal
  - ◆ 15.3 Councillor Representatives on Organisations
  - ◆ 15.4 Tabled Correspondence
  - ◆ 15.5 Budget Amendments for period ending 30 November 2010
  - ◆ 15.6 Non-Statutory Donations for period ending 30 November 2010
  - ◆ 15.7 Building Statistics – November 2010
  - ◆ 15.8 Planning Decisions Issued, 7 October – 18 November 2010
  - ◆ 15.9 Human Resources Operational Policies
  - ◆ 15.10 Request from Department of Fisheries WA to install a camera at the Dampier Boat Ramp
-

**15.1 SHIRE PRESIDENT’S MAIL – NOVEMBER 2010**

**Responsible Officer:** Chief Executive Officer

**Author Name:** Minute Secretary

**Disclosure of Interest:** Nil

**REPORT**

Incoming correspondence for the Shire President

<b>Date</b>	<b>From</b>	<b>Subject Details</b>
01/11/2010	THE NATIONALS WA	LOCAL GOVERNMENT REFORM - NATIONALS WA PASSED A REFORM - OPPOSED TO FORCED LOCAL GOVERNMENT AMALGAMATIONS
03/11/2010	THE NGARLUMA YINDJIBARNDI FOUNDATION LTD	COMMENTS REGARDING COSSACK ART AWARDS FROM EVAN MALONEY THE NGARLUMA & YINDJIBARNDI FOUNDATION LTD
04/11/2010	NORMAN MOORE MLC	THANK YOU LETTER FOR EFFORTS AND HOSPITALITY DURING THE RECENT REGIONAL CABINET - NORMAN MOORE MLC
12/11/2010	ANDEV	LAUNCH OF AUSTRALIANS FOR NORTHERN DEVELOPMENT AND ECONOMIC VISION (ANDEV) - REQUEST SUPPORT FROM SHIRE OF ROEBOURNE
01/11/2010	RYDER	TREE PLANTING PROGRAM - ATT: FAY CECHNER, NICOLE LOCKWOOD, HARRY HIPWORTH - CAN YOU PLEASE ADVISE IF YOU HAVE A TREE PLANTING PROGRAM IN PLACE FOR THE PEGS CREEK AREA
16/11/2010		CONGRATULATION TO NICOLE LOCKWOOD ON BEING NAMED FINALIST FOR THE MARIE CLAIRE YOUNG BUSINESS WOMEN'S AWARD AT THE 2010 TELSTRA BUSINESS WOMENS AWARDS WA
16/11/2010	RIO TINTO IRON ORE	PLANNING APPLICATION (P2349) CAMP B - REQUEST TO COUNCIL FOR PLANNING APPROVAL - CONDITIONAL UPON PREPARATION OF SOCIAL IMPACT MANAGEMENT PLAN
17/11/2010	WICKHAM PRIMARY SCHOOL	WICKHAM PRIMARY SCHOOL INVITE PRESIDENT NICOLE LOCKWOOD TO ATTEND WICKHAM PRIMARY SCHOOL'S END OF YEAR CONCERT - MONDAY 6TH DECEMBER 2010 6.30PM
24/11/2010	PREMIER OF WESTERN AUSTRALIA	THANK YOU FOR LETTER DATED 02 NOVEMBER 2010 FROM SHIRE OF ROEBOURNE REGARDING

		RECENT REGIONAL CABINET VISIT TO KARRATHA - LOOK FORWARD TO CONTINUED COOPERATION BETWEEN SHIRE OF ROEBOURNE AND THE LIBERAL- NATIONAL GOVERNMENT
24/11/2010	Honourable Peter Collier BA DipEd MLC	THANK YOU FOR LETTER DATED 02 NOVEMBER 2010 FROM SHIRE OF ROEBOURNE REGARDING RECENT REGIONAL CABINET VISIT TO KARRATHA - LOOK FORWARD TO WORKING WITH SHIRE OF ROEBOURNE AND OTHER LOCAL STAKEHOLDERS ON MATTERS RELATING TO TRAINING AND ENERGY PORTFOLIOS
25/11/2010	MINISTER FOR AGRICULTURE AND FOOD FORESTRY	DRY SEASON ASSISTANCE SCHEME - COMMUNITY GRANTS AVAILABLE TO LOCAL GOVERNMENTS - SHIRE OF ROEBOURNE INVITED TO APPLY
01/12/2010	MILLARS WELL PRIMARY SCHOOL	LETTERS FROM STUDENTS OF MILLARS WELL PRIMARY SCHOOL EXPRESSING WHAT THEY WOULD LIKE AND WHY

**15.2 REGISTER OF DOCUMENTS STAMPED WITH THE SHIRE OF ROEBOURNE COMMON SEAL**

**Responsible Officer: Chief Executive Officer**

**Author Name: Minute Secretary**

**Disclosure of Interest: Nil**

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**REPORT PURPOSE**

To advise Councillors of documents, as listed below, that have been stamped with the Common Seal of the Shire of Roebourne since the last Council Meeting.

<b>DATE</b>	<b>DOCUMENT</b>
<b>11 October 2010</b>	Transfer of land L1072 on deposited plan 211744, as to leasehold interest L376756 only.
<b>8 November 2010</b>	Town Planning Scheme No 8 Municipal District Scheme Amendment No 11 x 3
<b>8 November 2010</b>	SG Fleet Master Operating Lease Agreement
<b>8 November 2010</b>	Town Planning Scheme No 8 Municipal District Scheme Amendment Report – Amendment No 18 x 3
<b>18 November 2010</b>	Town Planning Scheme 8, Amendment 17
<b>18 November 2010</b>	SoR and Nickol Bay Branch (S.S.A.A) Incorporated Lease Reserve 40174

### 15.3 COUNCILLOR REPRESENTATIVES ON ORGANISATIONS

**Responsible Officer:** Chief Executive Officer

**Author Name:** Minute Secretary

**Disclosure of Interest:** Nil

#### REPORT

Below is the listing of Councillor Portfolios and Representatives on Organisations within the Shire of Roebourne, both internal and external groups.

#### External Committees:

EXTERNAL COMMITTEE	DIVISION & STAFF MEMBER [if applic]	COUNCILLOR
Nor West Jockey Club Committee	Community and Corporate Services	Cr Fiona White-Hartig
Pilbara Regional Council (PRC)	Chief Executive Officer	Cr Lockwood & Cr Hipworth, Cr White-Hartig & Cr Smeathers as proxies
Pilbara Regional Road Group	CEO & Infrastructure Services	Cr Lockwood & Cr Hipworth
Resource Industry Advisory Group	Chief Executive Officer, Community and Corporate Services, Development and Regulatory Services & Infrastructure Services	Cr Lally, Cr White-Hartig & Cr Hipworth
Visitor Centre(s) Committees	Community and Corporate Services	Cr Hipworth & Cr Bailey
Walkington Theatre Management Committee	Community and Corporate Services	Cr Cechner & Cr Smeathers as proxy
West Pilbara Communities for Children Consortium	Community and Corporate Services	Cr Vertigan & Cr Smeathers as proxy
Roebourne Advisory Group	Community and Corporate Services	Cr Bailey, Cr White-Hartig & Cr Pritchard

#### Internal Portfolio's:

INTERNAL PORTFOLIO'S	COUNCILLOR
Community and Corporate Services	Cr Lewis, Cr Smeathers, Cr Vertigan & Cr Pritchard
Financial Services	Cr Lally & Cr Lockwood
Development and Regulatory Services	Cr Bailey, Cr Cechner Cr Hipworth & Cr White-Hartig
Infrastructure Services	Cr Hipworth & Cr Lally

**15.4 TABLED CORRESPONDENCE**

**Responsible Officer: Chief Executive Officer**

**Author Name: Minute Secretary**

**Disclosure of Interest: Nil**

**REPORT**

Tabled correspondence for Councillors information:

<b>Date</b>	<b>From</b>	<b>Subject Details</b>
02/11/2010	WESTERN AUSTRALIAN LOCAL GOVERNMENT ASSOCIATION (WALGA)	ROAD USE AGREEMENTS BETWEEN LOCAL GOVERNMENT AND INDUSTRY - RESEARCH CARRIED OUT BY WALGA DUE BY 03 DECEMBER 2010
02/11/2010	REGIONAL DEVELOPMENT AUSTRALIA	OCCASIONAL CHILD CARE KARRATHA - KARRATHA EARLY YEARS GROUP ( KEYG ) - APPRECIATE OPPORTUNITY TO DISCUSS ISSUES WITH SHIRE OF ROEBOURNE
03/11/2010	AIRSERVICES AUSTRALIA	LEASE AGREEMENT - KARRATHA AIRPORT INTERFACE AGREEMENT BETWEEN THE SHIRE OF ROEBOURNE AND AIRSERVICES AUSTRALIA - BLANKET CLEARANCE FOR GROUND OPERATORS - EFFECTIVE 18 NOVEMBER 2010
08/11/2010	ALLIANCE AIRLINES PTY LTD	LETTER TO BRUNEL , DONNA KULYK, REGARDING BEHAVIOUR AT KARRATHA AIRPORT 2/11/10.
08/11/2010	ALLIANCE AIRLINES PTY LTD	RESPONSE FROM DONNA KULYK REGARDING MAIL MERGE LETTER TO BRUNEL EMPLOYEES - REGARDING BEHAVIOUR AT KARRATHA AIRPORT 2/11/10.
10/11/2010	CENTRO PROPERTIES PTY LTD	PUBLIC SAFETY ISSUE - POTHOLES IN FRONT OF COMMONWEALTH BANK - REFER LETTER DATED 27 OCTOBER 2010 - CENTRO PROPERTIES GROUP ADVISE ENGAGED CONTRACTOR TO TEMPORARILY FILL THE POTHOLES UNTIL PERMANENT REPAIRS CAN BE MADE BY END OF NOVEMBER 2010
04/11/2010	PILBARA DEVELOPMENT COMMISSION	THANK YOU FROM PILBARA DEVELOPMENT COMMISSION TO SHIRE OF ROEBOURNE FOR ASSISTANCE PROVIDED DURING REGIONAL DEVELOPMENT COUNCIL VISIT TO KARRATHA - ESPECIALLY TO JOHN VERBEEK
11/11/2010	PILBARA REGIONAL COUNCIL	FORWARD CAPITAL WORKS PLAN - REQUEST \$38,500 TO BE TRANSFERRED TO THE PILBARA REGIONAL COUNCIL (PRC) ACCOUNT

11/11/2010	REGIONAL DEVELOPMENT AUSTRALIA	THE DESERT KNOWLEDGE AUSTRALIA OUTBACK BUSINESS NETWORKS PROJECT - REGIONAL DEVELOPMENT AUSTRALIA PILBARA (RDAP) SEEKING SUPPORT FROM SHIRE OF ROEBOURNE TO ENSURE BUSINESS COMMUNITY IN KARRATHA AND SURROUNDS RECEIVE SAME SUPPORT AND OPPORTUNITIES
15/11/2010	BRENDON GRYLDS MLA	KARRATHA REGIONAL CABINET - APPRECIATION / THANK YOU FOR THE WORK UNDERTAKEN BY SHIRE OF ROEBOURNE
16/11/2010	PLANET ARK	NATIONAL TREE DAY 2011 - INVITE SHIRE OF ROEBOURNE TO JOIN NATIONAL TREE DAY
17/11/2010	ST LUKES COLLEGE	ST LUKE'S COLLEGE KARRATHA INVITE CEO MS COLLENE LONGMORE TO ATTEND 2010 PRESENTATION EVENING - MONDAY 6TH DECEMBER 2010 - RSVP 26/11/2010
19/11/2010	JOHN HYDE MLA, MEMBER FOR PERTH	CONGRATULATIONS TO COLLENE LONGMORE ON RECENT COMMUNITY HERITAGE GRANT FROM COMMONWEALTH GOVERNMENT - JOHN HYDE MLA, MEMBER FOR PERTH
19/11/2010	RURAL HEALTH WEST	RURAL HEALTH WEST - STRATEGIC PLAN FOR NEXT THREE YEARS - LOOK FORWARD TO CONTINUING TO WORK WITH SHIRE OF ROEBOURNE
19/11/2010	THE HON ROBIN CHAPPLE MLC	JABURARA HERITAGE TRAIL - ACCESS BY MOTOR VEHICLES - INDIGENOUS SITES UNDER THREAT
22/11/2010	APACHE ENERGY LIMITED	THANK YOU TO COLLENE LONGMORE, SHIRE COUNCILORS AND STAFF AT ROEBOURNE SHIRE ATTENDING FAMILIARISATION VISIT TO THE DEVIL CREEK SITE - NOVEMBER 2010
23/11/2010	LEGISLATIVE COUNCIL WESTERN AUSTRALIA	PARKING AND PARKING FACILITIES - LOCAL LAW 2010 - COMMITTEE RESOLVED TO ACCEPT THE UNDERTAKINGS PROVIDED BY THE SHIRE OF ROEBOURNE
25/11/2010	WESTERN AUSTRALIAN LOCAL GOVERNMENT ASSOCIATION (WALGA)	LOCAL GOVERNMENT ROAD ASSETS AND EXPENDITURE - SEEK SHIRE OF ROEBOURNE'S COOPERATION IN PROVIDING ROAD EXPENDITURE INFORMATION FOR 2009-2010 FINANCIAL YEAR
26/11/2010	PILBARA PROTECTION COMMITTEE	COPY OF CORRESPONDENCE TO HON BRENDAN GRYLDS MP - WARAMBIE ESTATE - HOMES FOR SERVICE WORKERS - ROYALTIES FOR REGIONS
01/12/2010	WELCOME LOTTERIES HOUSE	CONCERNS WITH PROPOSAL - PROPOSED AMENDMENT NO 21 - SHIRE OF ROEBOURNE TOWN PLANNING SCHEME - LOTTERIES HOUSE (LOTTERYWEST)

03/12/2010	DEPARTMENT OF STATE DEVELOPMENT	GORGON PROJECT - SOCIAL IMPACT MANAGEMENT PLAN COMPLIANCE REPORT (APRIL 2010 TO SEPTEMBER 2010) - COMMENTS SOUGHT ON SECOND REPORT BY TUESDAY 21 DECEMBER 2010
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**15.6 NON STATUTORY DONATIONS FOR PERIOD ENDING 30 NOVEMBER 2010**

**File No:** DEC10  
**Responsible Officer:** Executive Manager Corporate Services  
**Author Name:** Management Accountant  
**Disclosure of Interest:** Nil

**REPORT PURPOSE**

To provide Council with a summary of Non Statutory Donations made during the specified period.

**Shire Of Roebourne  
 Non Statutory Donations  
 For The Period Ending 30 November 2010**

	<b>Original Budget \$</b>	<b>Amended Budget \$</b>	<b>Actual \$</b>
Contribution-Dampier	200,000	200,000	
Contribution-Pt Samson	100,000	100,000	
Contribution-Roebourne	100,000	100,000	
Contribution-Wickham	100,000	100,000	
FeNaCLNG Children's activities	0	10,000	
FeNaCLNG Fireworks display	12,000	12,000	
Hampton Harbour Boat & Sailing Club	5,000	5,000	
Juluwarlu Aboriginal Corporation	50,000	50,000	32,599.68
Juluwarlu Aboriginal Corporation-c/fwd 2009/10	18,100	18,100	5,673.24
Karratha Baptist Church Craft Group-c/fwd 2009/10	16,891	16,891	
Karratha Districts Chamber of Commerce & Industry	2,500	2,500	2,272.73
Karratha Emergency Relief Assoc	3,000	3,000	
Link Inc	5,303	5,303	
Lotteries House Insurance	4,552	4,552	4,175.82
Nor West Jockey Club	8,000	8,000	
Not for Profit Organisations-commence operations	50,000	50,000	
Pilbara Community Legal Services	4,000	4,000	
Roebourne Sobering-Up Shelter	5,500	5,500	
SAFE Karratha	21,530	21,530	
Salvation Army-Red Shield Appeal	3,000	3,000	
St John Ambulance Sub Centre Roebourne	9,000	9,000	4,331.58
St Vincent de Paul - waste collection reimbursement	4,576	4,576	
Wickham Community Association	11,000	11,000	
Yaandina Family Centre	2,000	2,000	
Youthcare West Pilbara	2,000	2,000	
	<b>737,952</b>	<b>747,952</b>	<b>49,053.05</b>

**15.7 BUILDING STATISTICS FOR THE MONTH OF NOVEMBER 2010**

**File No:** GR.27  
**Responsible Officer:** Manager Building Services  
**Author Name:** Divisional Admin Officer  
**Disclosure of Interest:** NIL

**REPORT PURPOSE**

To advise Council of the following Building Statistics:

BUILDING LICENCES APPROVED	NO. SOLE OCCUPANCY UNITS	NOVEMBER 2009	NO. SOLE OCCUPANCY UNITS	NOVEMBER 2010
NEW RESIDENCES		19		20
GROUP DWELLINGS	0	0		0
TRANSIENT WORKFORCE ACCOMMODATION	200	1		0
COMMERCIAL/ INDUSTRIAL DEVELOPMENTS		8		9
MISCELLANEOUS ADDITIONS (INC. AND OUTBUILDINGS)		47		42
SWIMMING POOLS/SPAS		15		8
<b>TOTAL</b>		<b>90</b>		<b>79</b>
<b>VALUE</b>		<b>\$52,157,601</b>		<b>\$31,547,914</b>

BUILDING LICENCES APPROVED (CUMULATIVE)	NO. SOLE OCCUPANCY UNITS	1 JULY 2009 TO 30 NOV 2009	NO. SOLE OCCUPANCY UNITS	1 JULY 2010 TO 30 NOV 2010
NEW RESIDENCES	0	97		60
GROUP DWELLINGS	7	3	57	4
TRANSIENT WORKFORCE ACCOMMODATION	1914	5	94	1
COMMERCIAL/ INDUSTRIAL DEVELOPMENTS	0	43		30
MISCELLANEOUS ADDITIONS (INC. AND OUTBUILDINGS)	0	199		211
SWIMMING POOLS/SPAS	0	46		50
<b>TOTAL</b>		<b>393</b>		<b>356</b>
<b>VALUE</b>		<b>\$199,805,945</b>		<b>\$113,346,583</b>

**15.8 PLANNING DECISIONS ISSUED - 18 OCTOBER TO 7 DECEMBER 2010**

**File No:** TA/1/1

**Responsible Officer:** Director Development and Regulatory Services

**Author Name:** Directorate Admin Officer

**Disclosure of Interest:** Nil

**REPORT PURPOSE**

To advise Council of the following planning and WAPC subdivision decisions issued for the above period.

APPL. #	DECISION	OWNER	APPLICANT	ADDRESS	APPLICATION TYPE	DEVELOPMENT
1601D	APPROVED DELEGATE	PAUL NICHOLAS ELLISON	PAUL NICHOLAS ELLISON	LOT 1101 COWLE ROAD KARRATHA INDUSTRIAL ESTATE	DEVELOPMENT	WAREHOUSE AND ANCILLARY WORKS ASSOCIATED WITH A DEPOT
1939D	APPROVED DELEGATE	PAUL NICHOLAS ELLISON	PAUL NICHOLAS ELLISON	LOT 1101 COWLE ROAD KARRATHA INDUSTRIAL ESTATE	DEVELOPMENT	RETROSPECTIVE TRANSPORTABLE BUILDING [CARETAKERS DWELLING]
P2205	APPROVED DELEGATE	ALLROUND PLUMBING SERVICES PTY LTD	ALLROUND PLUMBING SERVICES PTY LTD	LOT 2876 AUGUSTUS DRIVE KARRATHA INDUSTRIAL ESTATE	DEVELOPMENT	WORKSHOP AND ANCILLARY WORKS
P2235	APPROVED DELEGATE	LICENCES TO OCCUPY CROWN LAND GRANTED TO ROBE RIVER MINING COMPANY PTY LTD	ROBE RIVER MINING CO PTY LTD	LAND GRANTED TENURE BY VIRTUE OF LICENCE NO. 00338-2008_3_70 & LICENCE NO. 00338-2008_3_87 UNDER THE LAND ADMINISTRATION ACT, 1997	DEVELOPMENT	INDUSTRY-INFRASTRUCTURE [ELECTRICAL TRANSMISSION LINES AND SUB STATION] AND ASSOCIATED BUILDINGS, STRUCTURES AND ANCILLARY WORKS
P2296	APPROVED DELEGATE	AQUA CAROTENE LTD	ALLERDING AND ASSOC	LOT 267 NICKOL BAY DAMPIER	DEVELOPMENT	ALGAE PONDS AND ASSOCIATED INFRASTRUCTURE AND ANCILLARY WORKS
P2311	APPROVED COUNCIL	DAVID WILLIAM ROBERTS	DAVID WILLIAM ROBERTS	LOT 230 [5] BRUCE WAY POINT SAMSON	R-CODES VARIATION	OUTBUILDING WITH OVERHEIGHT WALL OF 3700MM AND RIDGE HEIGHT OF 5100MM
P2320	APPROVED DELEGATE	DELROYAL HOLDINGS PTY LTD	TIMIK DEVELOPMENTS PTY LTD	LOT 1530 LAMBERT ROAD KARRATHA INDUSTRIAL ESTATE	DEVELOPMENT	TRANSPORTABLE OFFICE ASSOCIATED WITH INDUSTRY – LIGHT
P2328	WITHDRAWN	(GRV PROPERTIES) WOODSIDE ENERGY LTD	BRADLEY JOHN TINDALE	LOT 2213 [8] TUE PLACE MILLARS WELL	R-CODES VARIATION	OUTBUILDING WITH REDUCED SIDE BOUNDARY SETBACK WITH OVERHEIGHT WALL [3000MM]

P2331	APPROVED DELEGATE	FLEETWOOD CORPORATION LTD	FLEETWOOD	LOT 1481 SEARIPPLE ROAD BULGARRA	DEVELOPMENT	EXPANSION OF EXISTING TRANSIENT WORKFOCE ACCOMMODATION FACILITIES [TWO, 4 BEDROOM TRANSPORTABLE ACCOMMODATION BUILDINGS]
P2334	APPROVED DELEGATE	TTR DURAMAX (AUST) PTY LTD	TTR DURAMAX (AUST) PTY LTD	LOT 2609 STRATA LOT 3 SHARPE AVENUE KARRATHA	DEVELOPMENT	ALTERATIONS TO OUTDOOR BAR AND ALFRESCO DINING AREA AND ANCILLARY WORKS ASSOCIATED WITH A RESTAURANT
P2335	APPROVED DELEGATE	DARRYL JAMES BURNS	MARTIN BENJAMIN AYLES	LOT 115 WITHNELL WAY, BULGARRA	DEVELOPMENT	TWO GROUPED DWELLINGS AND ANCILLARY WORKS
P2336	APPROVED DELEGATE	SCOT ANDREW SZULC	BRETT FORT	LOT 128 WITHNELL WAY BULGARRA	DEVELOPMENT	TWO GROUPED DWELLINGS AND ANCILLARY WORKS
P2340	APPROVED COUNCIL	STATE OF WA	ALL PORTABLE SUPPLIES	LOT 1432 [52-54] WELCOME ROAD KARRATHA	DEVELOPMENT	STOREROOM AND CARETAKERS ACCOMMODATION ASSOCIATED WITH AN AMBULANCE SERVICE
P2342	APPROVED COUNCIL	PETER KEVIN NEWBOLD	BRIAN NEWBOLD	LOT 355 – 26 WINYAMA ROAD BAYNTON	R-CODE VARIATION	SINGLE DWELLING WITH REDUCED SOUTHERN BOUNDARY SETBACK. [LOWER LEVEL SETBACK 900MM] AND OVERLOOKING FROM MAJOR OPENINGS [BALCONY] OVER NORTHERN BOUNDARY
P2343	APPROVED COUNCIL	PETER KEVIN NEWBOLD	BRIAN NEWBOLD	LOT 359 – 34 WINYAMA ROAD BAYNTON	R-CODE VARIATION	SINGLE DWELLING WITH REDUCED SOUTHERN BOUNDARY SETBACK [LOWER LEVEL SETBACK 900MM] AND OVERLOOKING FROM MAJOR OPENINGS [BALCONY] OVER NORTHERN BOUNDARY
P2344	APPROVED DELEGATE	CENTRO PROPERTIES GROUP	HINDLEY & ASSOCIATES PTY LTD	LOT 50 WELCOME ROAD, KARRATHA	DEVELOPMENT	EXTENSION TO EXISTING DRIVE THROUGH FACILITY ASSOCIATED WITH A FAST FOOD OUTLET
P2348	APPROVED COUNCIL	GREG RYAN BARKER	JASON ARMSTRONG	LOT 5 [5] BLACKWOOD CRESCENT DAMPIER	R-CODES VARIATION	OUTBUILDING WITH OVER HEIGHT WALL OF 4500MM AND RIDGE HEIGHT OF 5239MM AT REDUCED SIDE BOUNDARY SETBACK OF 1000MM.
P2353	APPROVED COUNCIL	STANLEY HOLDINGS PTY LTD	ISIS PROJEC TS	LOT SL1 [3] WARAMBIE ROAD KARRATHA	DEVELOPMENT	INTERNAL FITOUT OF EXISTING SHOWROOM FOR CHANGE OF USE TO MEDICAL CONSULTING ROOMS
P2355	APPROVED DELEGATE	ALICIA MARY HARKILD	MICHAEL RICHARD WING	LOT 178 [21] CURLEW STREET BAYNTON	R-CODES VARIATION	SINGLE DWELLING WITH WALL ON REAR BOUNDARY WITH AVERAGE WALL HEIGHT OF 3281MM AND REDUCED OPEN SPACE
P2356	APPROVED COUNCIL	KARRATHA FIRE BRIGADE STATE OF	KARRATHA VOLUNTEER FIRE	LOT 1091 [48-50] WELCOME ROAD	DEVELOPMENT	OUTBUILDING ASSOCIATED WITH

		WA	AND RESCUE SERVICE	KARRATHA		EMERGENCY SERVICES
P2357	APPROVED COUNCIL	RACHEL TERES MARS	RACHEL TERES MARS	LOT 416 – 24 CURLEW STREET BAYNTON	R-CODE VARIATION	SINGLE DWELLING WITH REDUCED PRIMARY STREET SETBACK [4800MM] WITH INSUFFICIENT AREA OF COMPENSATION AND INTERNAL ACCESS TO STORE ROOM FROM DWELLING [NO EXTERNAL ACCESS]
P2361	APPROVED DELEGATE	TROY ANDREW ASTON	TIMIK DEVELOPMENTS PTY LTD	LOT 159 [4] WALLABY STREET BAYNTON	R-CODES VARIATION	SINGLE DWELLING WITH REDUCED PRIMARY STREET SETBACK [4200MM] WITH INSUFFICIENT AREA OF COMPENSATION, MINOR INCURSION OF PORCH INTO PRIMARY STREET SETBACK BY 1200MM, INTERNAL ACCESS TO STORE ROOM AND REDUCTION IN OPEN SPACE.
P2363	APPROVED DELEGATE	WILFRED HICKS	T & R HOMES PTY LTD	LOT 778 [35] SHOLL STREET ROEBOURNE	R-CODES VARIATION	FRONT BOUNDARY FENCE NON PERMEABLE ABOVE 1200MM AND NOT TRUNCATED AT VEHICLE ACCESS POINT
P2364	APPROVED DELEGATE	BAXO PTY LTD	EVERBETTER PTY LTD T/AS EATON BUILDING	LOT 2881 PEMBERTON WAY KARRATHA INDUSTRIAL ESTATE	DEVELOPMENT	TWO [2] TRANSPORTABLE BUILDINGS [DRIVERS ACCOMMODATION] ASSOCIATED WITH A TRANSPORT DEPOT
P2366	APPROVED DELEGATE	GLENN LAWRENCE DYNAN	GLENN LAWRENCE DYNAN	LOT 235 [235] DUGALD WAY BULGARRA	R-CODES VARIATION	CARPORT ON BOUNDARY
P2367	APPROVED DELEGATE	PILBARA IRON CO SERVICES PTY LTD	LORRAINE EVANS	LOT 637 [4] WATTLE PLACE WICKHAM	DEVELOPMENT	SHIPPING CONTAINER ASSOCIATED WITH A SINGLE HOUSE
P2371	APPROVED DELEGATE	WOODBROOK INDUSTRIAL UNITS PTY LTD	MAKJAP PTY LTD	LOT 985 WOODBROOK ROAD KARRATHA INDUSTRIAL ESTATE	BUILT STRATA	TWELVE [12] LOT BUILT STRATA
P2372	APPROVED DELEGATE	BRETT JAMIE CRUDELI	SAMANTHA YOUNG	LOT 1593 [28] COWAN WAY PEGS CREEK	DEVELOPMENT	HOME OCCUPATION [BEAUTY THERAPY]
P2375	APPROVED DELEGATE	SHEREE ELIZABETH BROCKMAN	JEFF MOIR	LOT 438 – 18 NYUMARI STREET BAYNTON	R-CODES	SINGLE HOUSE WITH A WALL ON BOUNDARY AND A MINOR INCURSION OF PORCH/VERANDAH INTO THE FRONT STREET SETBACK
P2379	APPROVED DELEGATE	ANGUS SMITH	ANGUS SMITH	LOT 632 [10] LOCKYER WAY ROEBOURNE	R-CODES VARIATION	OUTBUILDING WITH OVER HEIGHT WALL OF 3000MM AT REDUCED REAR BOUNDARY SETBACK OF 1000MM

P2382	APPROVED DELEGATE	KEIRON JEREMY BENSON	KEIRON JEREMBY BENSON	LOT 2 [17A] SIMPSON STREET NICKOL	R-CODES VARIATION	CARPORT AT REDUCED SIDE BOUNDARY SETBACK [500MM] AND SINGLE HOUSE HAS WALL WITH MAJOR OPENINGS AT REDUCED REAR BOUNDARY SETBACK [1600MM]
P2383	APPROVED DELEGATE	MILTON BERNARD CASSIDY	BEC CASSIDY	LOT 514 [514] HUNT WAY BULGARRA	R-CODES VARIATION	SHADE SAIL WITHIN PRIMARY STREET SETBACK LESS THAN 1500MM FROM FRONT BOUNDARY
P2384	APPROVED DELEGATE	(GRV PROPERTIES) WOODSIDE ENERGY LTD	BRAD AND FIONA TINDALE	LOT 3495 [1] MCDERMOTT WAY NICKOL	R-CODES VARIATION	OUTBUILDING WITH OVER HEIGHT WALL OF 3000MM
P2391	APPROVED DELEGATE	WOODSIDE ENERGY LTD	DC PROJECT SERVICES	LOT 2354 ON PLAN NO 214698	DEVELOPMENT	FOUR PATIOS ASSOCIATED WITH GROUPED DWELLINGS

**Note** – Determinations of Subdivision/Amalgamation applications made by the Western Australian Planning Commission



## 15.9 HUMAN RESOURCES OPERATIONAL POLICIES

<b>File No:</b>	<b>AL/I/2</b>
<b>Responsible Officer:</b>	<b>Manager Human Resources</b>
<b>Author Name:</b>	<b>Manager Human Resources</b>
<b>Disclosure of Interest:</b>	<b>Nil</b>

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### **REPORT**

To advise Council of the 26 Human Resource Operational Policies signed off by the Chief Executive Officer on 06 December 2010.

#### Background:

Human Resource (HR) Operational Policies shall:

- Provide procedural direction to interpret the intent of Council's HR policies;
- Provide a clear direction to all employees that will facilitate an effective and efficient workforce;
- Provide a clear direction and assist managers and employees in achieving a fair and equitable decision making process pertaining to human resource matters;
- Ensure the Shire meets relevant Acts, Legislation and statutory requirements pertaining to human resource management; and
- To set clear conditions of employment guidelines across the Shire's structure for all employees.

#### Policies in context:

- Each 'Policy' has been written to be inclusive of all aspects of the topic; therefore incorporates a policy statement, key objectives, principles for consideration, procedures, guidelines, and reference to relating documentation and/or forms.
- All of the HR policies are newly developed following extensive research and benchmarking against relevant legislation, Acts, regulations and other Local Government Organisations.
- Any previous Shire of Roebourne HR guidelines or HR documents shall be considered superseded.
- Policies have been months in the making and have been out for comment to all levels in the organisation including the Executive Management Group and the Consultative Committee.
- The HR Operational Policies will be posted electronically on the Shire's Intranet for easy access by all employees and Managers.
- The policies shall be reviewed regularly or as required to meet the Shire's operational requirements.
- The 26 policies presented to Council for noting are the first of a suite of HR operational policies being developed.
- The following 26 policies have been approved and signed off by Chief Executive Officer on 06 December 2010.

<b>Section 1</b>	<b>SALARIES AND CLASSIFICATIONS</b>
	Under Construction
<b>Section 2</b>	<b>RECRUITMENT, SELECTION AND INDUCTION</b>
	Recruitment
	Selection Process
	Probation
	Employment of Children
	Police Clearance
	Working With Children Check
	Induction of Employees
	Relocation Expense Reimbursement
<b>Section 3</b>	<b>CONTRACTS AND CONDITIONS</b>
	After Hours Roster
	Leave General
	Leave Without Pay
	Leave Parental
	Travel and Accommodation Allowance
	Leave Transfer between Local Governments
<b>Section 4</b>	<b>TRAINING AND DEVELOPMENT</b>
	Employee Review System
	Learning and Development
<b>Section 5</b>	<b>EMPLOYEE RELATIONS</b>
	Performance Management (Discipline)
	Workplace Bullying and Victimisation
	Workplace Discrimination and Harassment
	Employee Exit Survey
<b>Section 6</b>	<b>OCCUPATIONAL HEALTH AND SAFETY</b>
	Drug and Alcohol
	Employee Health & Wellbeing
<b>Section 7</b>	<b>ADMINISTRATION AND MISCELLANEOUS</b>
	Employee Records
	Motor Vehicle Use
	Employee Housing
	Corporate Uniform

**15.10 REQUEST FROM DEPARTMENT OF FISHERIES WA TO INSTALL A CAMERA AT THE DAMPIER BOAT RAMP**

**File No:** CP.11  
**Responsible Officer:** Director Infrastructure Services  
**Author Name:** Manager Works  
**Disclosure of Interest:** Nil

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**REPORT**

Approval has been granted to the Department of Fisheries WA to install a camera at the Dampier boat ramp, with the purpose of this activity being to monitor recreational boat users.

As part of Recreational Creek surveys (fish caught and retained) within the regions, boat ramps are visited regularly by research staff (wearing red shirts), who talk with anglers and boat fishermen to gather catch / effort statistics so the Department of Fisheries can better determine an estimate of the recreational fish catch.

As the Department of Fisheries staff cannot be at these locations all the time, the Department uses cameras to record time lapse movies so they can determine the number of people they miss when they are not at the localities. As part of a new initiative and survey design, the Department is now deploying cameras across the State to be activated for varying 12 month cycles.

The cameras are mounted upon current lighting infrastructure with all associated costs and liabilities to install the camera remaining with the Department of Fisheries. Data recorded can be accessed by the Shire of Roebourne for internal information.

The cameras will be powered by the same electricity feed that runs the ramp lights. Power usage is estimated to be on a comparison with a computer modem which is extremely low and its usage will be intermittent rather than a constant operational period.

**16 MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN**

Nil

**17 QUESTIONS BY MEMBERS OF WHICH DUE NOTICE HAS BEEN GIVEN**

Nil

**18 URGENT BUSINESS APPROVED BY THE PERSON PRESIDING OR BY DECISION**

Nil

## **19 MATTERS BEHIND CLOSED DOORS**

### **19.1 MOU BETWEEN SHIRE OF ROEBOURNE AND WAPOL & STORAGE CONTRACT FOR REGIONAL WA**

<b>File No:</b>	<b>GR.18</b>
<b>Attachment(s)</b>	<b>1. Confidential Draft Memorandum of Understanding</b> <b>2. Storage Contract for Regional Western Australia</b>
<b>Responsible Officer:</b>	<b>Chief Executive Officer</b>
<b>Author Name:</b>	<b>Chief Executive Officer</b>
<b>Disclosure of Interest:</b>	<b>Nil</b>

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#### **REPORT PURPOSE**

The purpose of this report is to:

1. Notify Council of a request received from the Western Australian Police (WA Police) to enter into a Memorandum of Understanding (MOU) for a temporary arrangement to house confiscated vehicles at the Council depot in the light industrial area (LIA).
2. To seek authority for the Chief Executive Officer to make application for a tender for the Vehicle Storage Contract for Regional Western Australia (Karratha only).

#### **Background**

At the March 2010 Pilbara Regional Council meeting WA Police provided a briefing to the four local government authorities in the Pilbara in regard to housing confiscated vehicles on a permanent basis. WA Police indicated that a tender for the Vehicle Towage *and/or* Storage Contract for Regional Western Australia would be advertised in the near future and encouraged local Government's in the region to consider application for the tender. The tender allows for Vehicle Towage and the Storage of Vehicles to be tendered for separately. The tender has been released in the last week and closes mid January. It is expected the tender assessment and appointment process could take 4-6 months.

#### Temporary Proposal

WA Police have approached the Shire to consider a temporary arrangement of housing confiscated vehicles out at our LIA depot site. After a teleconference with the Assistant Director of the Property Division of WA Police, it is proposed that the Shire enter into a MOU for 5 month period (with one month extension option) to house the vehicles on a per vehicle, per day compensation basis.

To accommodate the vehicles on a temporary basis access to the depot site can be via our secondary gate at the depot to lessen the impact on our operations. Vehicles will be brought to the site by the Police, they will have key access to the property and there will be minimal impact to our operations and our staff. Towage companies will not have access without a police officer to escort them.

In this interim arrangement our staff will not be involved in the handover of the vehicles or any related paperwork. Essentially, Council will provide a secured space. WA Police will email us on delivery of a vehicle so we can record numbers and our staff will do a visual count on a daily basis. WA Police is to indemnify us fully. Our insurers have approved the proposal and Council's legal counsel have made comment.

Given the minimal impact to Council operations and the financial benefit the proposal will bring I seek agreement from Council to enter into a Memorandum of Understanding (MOU) for a temporary arrangement to house confiscated vehicles at the Council depot in the light industrial area (LIA) for a period of no more than 6 months.

Two Year and 2 months Contract (two (2) options to extend the Term, each option having one (1) year duration).

Secondly, the recently advertised tender for the Vehicle Towage *and/or* Storage Contract for Regional Western Australia presents as an opportunity for local Government authorities to capitalise on any spare land they have at fenced sites.

This proposal requires an unbudgeted for investment in the depot site to provide increased security, handover of vehicle requirements, a covered hardstand facility, upgrade of fencing and a shire officer to manage the paperwork. Given the tender documents have just been received a full scoping of requirements has not been undertaken.

Our insurers have not made comment on the tender proposal given the tender has just been released, but Council staff have held pre-emptive discussions and there will be requirements placed on us to ensure we have full insurance coverage. That is, measures will need to be put in place to satisfy our insurers.

A full assessment of the tender proposal will be submitted for Council consideration as an addendum to this report at the Ordinary Council meeting. Given the tender closes on January 13 2011 if Council is satisfied that the requirements for tender can be met, authority is sought for the Chief Executive Officer to make application for tender for the Vehicle Storage Contract for Regional Western Australia (Karratha). The tender documentation is attached.

### **Issues**

#### Temporary Request

This request can be accommodated on a temporary basis if WA Police indemnify us fully from an insurance perspective. The fencing at the depot is in need of upgrade to improve security and there is a requirement for ease of access to our records office. Given the surplus land we have at our disposal at the depot this should not be an issue but will require staff to work with WA Police to ensure vehicles are parked in allocated spaces.

WA Police currently have 30 vehicles held on their site which they would transfer immediately and they believe the monthly requirements would be for 30-50 cars to be stored.

### **Options**

Council has the following options available in relation to the temporary storage of confiscated vehicles.

1. Enter into the Memorandum of Understanding (MOU) for a temporary arrangement to house confiscated vehicles at the Council depot in the light industrial area (LIA).
- OR
2. Amend the Memorandum of Understanding (MOU) for a temporary arrangement to house confiscated vehicles at the Council depot in the light industrial area (LIA).

OR

3. Reject the Memorandum of Understanding (MOU) for a temporary arrangement to house confiscated vehicles at the Council depot in the light industrial area (LIA).

Two Year and 2 months Contract (two (2) options to extend the Term, each option having one (1) year duration).

The tender is a competitive process and we will be assessed against any local companies that make application. Council has surplus land available at the LIA Depot site that could present a financial opportunity to Council. Upgrade costs of the site to accommodate the proposal are not budgeted and not quantified, and will require further scoping. Given the tender closes on January 13<sup>th</sup> 2011, Council would be required to endorse the proposal to submit and provide authorisation to the Chief Executive Officer to make assessment of the cost benefit.

Council has the following options available in relation the proposal to prepare a tender for the Storage Contract for Regional Western Australia.

1. Consider the proposal to tender for the Storage Contract for Regional Western Australia in Karratha.

OR

2. Reject the proposal to tender for the Storage Contract for Regional Western Australia in Karratha.

### **Policy Implications**

There are no relevant policy implications pertaining to this matter.

### **Legislative Implications**

Local Government Act 1996 Section 6.8. Expenditure from municipal fund not included in annual budget.

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

### **Financial Implication**

The temporary proposal would require budget variation increasing revenue.

Adoption of the proposal to tender for the Storage Contract for Regional Western Australia – Karratha would result in an as yet unquantified cost in upgrade to depot facilities and unbudgeted for increase in revenue.

### **Conclusion**

The Shire is well positioned to assist WA Police and consider a temporary arrangement of housing confiscated vehicles at the LIA depot site. The MOU for 5 month period with an option to extend by 1 month, to house the vehicles on a per vehicle, per day compensation basis is not onerous on the Shire particularly given WA Police is to indemnify us fully, and provides for an unbudgeted revenue source.

The recently advertised tender for the Vehicle Towage *and/or* Storage Contract for Regional Western Australia will require a higher level of security, a covered hardstand facility, handover of vehicle requirements, upgrade of fencing and a shire officer to manage the paperwork. These matters have been investigated by our insurers and we will need to put measures in place to address them but the opportunity for local Government authorities to capitalise on any spare land for another source of revenue should be considered.

**Voting Requirements**

Absolute.

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**RECOMMENDATION**

**That Council**

1. **Enter into the Memorandum of Understanding (MOU) with WA Police for a temporary arrangement to house confiscated vehicles at the Council Depot in the light industrial area (LIA).**
2. **Consider the WA Police proposal to tender for the Storage Contract for Regional Western Australia in Karratha.**
3. **Authorise the Chief Executive Officer to make application for tender for the Vehicle Storage Contract for Regional Western Australia (Karratha only) if the assessment by the Chief Executive Officer determines the proposal is a sound commercial decision for Council.**

## **19.2 EXPRESSIONS OF INTEREST - KARRATHA AIRPORT - SCREENING SERVICES**

<b>File No:</b>	<b>TT.63</b>
<b>Attachment(s)</b>	<b>Confidential-Evaluation and Recommendation Report</b>
<b>Responsible Officer:</b>	<b>Director Infrastructure Services</b>
<b>Author Name:</b>	<b>Airport Manager</b>
<b>Disclosure of Interest:</b>	<b>Nil</b>

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### **REPORT PURPOSE**

For Council to consider responses to the recently advertised Expression of Interest for the 'Management and Supply of Staffing for Aviation Screening Services at Karratha Airport'.

### **Background**

Council previously approved the calling of Expressions of Interest for the provision of screening services at Karratha Airport at the Council Meeting held on 20 September 2010. A discussion paper outlining the proposed move to assume the service from the incumbent screening provider, Qantas Airways Pty Ltd, was also presented to Council at the meeting. Council subsequently endorsed the recommendation to call expressions of interest in order to move forward to the next steps of implementing the service.

A copy of the resolution is provided below:

### **COUNCIL RESOLUTION**

**Res No : 151307**

**MOVED : Cr Hipworth**  
**SECONDED : Cr Cechner**

**That Council:**

- 1. Endorse the calling of expressions of interest for the provision of passenger screening services at Karratha Airport.**
- 2. Note that a further report to be provided to Council once the Expression of Interest submissions have been reviewed, and a pricing model has been developed.**

Expressions of Interest were subsequently called and closed on Wednesday 3 November 2010, using the documentation provided as an attachment in the September report to Council.

Four (4) submissions were received from the following companies:

1. Webset Security
2. Unity Resources Group
3. ISS Facility Services
4. MSS Security

## **Issues**

### Submissions

The Expression of Interest documentation called for submissions based on a set of four (4) qualitative criteria as follows:

- Relevant experience (weighting 25%)
- Key personnel skills and experience (weighting 25%)
- Respondent's resources (weighting 25%)
- Demonstrated understanding (weighting 25%)

The scoring for each submission is outlined within the attached Confidential Evaluation. It should be noted that neither Webset Security nor Unity Resources Group have experience in the provision of passenger screening services at Australian airports.

Therefore, it is considered that the next step should be to call closed tenders, inviting both MSS Security and ISS Facility Services to submit formal tenders.

MSS Security currently provide the passenger screening services at Karratha Airport on behalf of Qantas, as well as providing this service at several major Australian regional and capital city airports. Similarly, ISS Facility Services provide passenger screening services at 17 airports across Australia. Either of these two companies would be best placed to provision this service and provide the lowest risk for Council.

### Equipment

It is proposed that at the time of calling tenders for the provision of labour, that open tenders could also be called for the provision of equipment to carry out this service. The existing passenger screening equipment in use at Karratha is owned by Qantas and would be removed upon the cessation of the existing arrangements. No provision has currently been allowed for in the 2010/11 budget for the procurement of passenger screening equipment, however quotes received from one equipment supplier indicate that an allowance of approximately \$200,000 would need to be made available for this purchase. This cost will be built into the 100% cost recovery model proposed for the airlines using Karratha. The Shire already owns the CBS machine that screens passenger's luggage.

### Cost Recovery

Whilst the Expression of Interest process has identified indicative pricing for provision of labour, it is proposed that finalised per passenger pricing is not calculated until a formal tender process has been conducted both for the provision of labour and equipment. These costs will not only need to factor in labour and equipment but also ancillary expenses such as maintenance, insurances, depreciation, and administration costs.

Council currently applies a \$0.72 per passenger charge for each departing passenger to cover the ongoing operation and maintenance of the CBS machine utilised for baggage screening. This charge is included in Council's fees and charges. Any new charge will need to incorporate the existing \$0.72 charge.

It is proposed that the finalised per passenger charge is presented to Council at the conclusion of the formal tender process and awarding of contracts for the provision of labour and equipment.

Notwithstanding the above comments, the costings provided by the respective submissions indicate that the service can be provided to airlines serving Karratha at a comparable per passenger rate as is charged by Qantas presently.

### Implementation Plan

The proposed implementation plan for this is as follows, with approximate milestone dates :

- Jan/Feb 2011 – Prepare documentation and invite tenders
- March 2011 – Report to Council
- April 2011 – Engagement of labour/equipment providers
- July 2011 – Commence as screening authority

### **Options**

Council has the following options available:

1. Endorse the recommendations from the EOI evaluation and proceed to the calling of closed tenders for labour and open tenders for equipment to provision this service;
2. Provide an alternative to the recommendation of the EOI evaluation;
3. Not proceed with the process of providing passenger screening services at Karratha Airport.

### **Policy Implications**

Strategic Plan Actions and Priorities 2010/11:

*Priority – commence process to undertake passenger screening services at Karratha Airport.*

### **Legislative Implications**

In carrying out this function at Karratha Airport, the Shire of Roebourne will need to comply with all current and future legislative requirements set out by the Commonwealth Government through the Office of Transport Security, similar to existing compliance arrangements the Karratha Airport is required to comply with.

### **Financial Implications**

Funds are not allocated within the 2010/11 Budget for the procurement of equipment or the provision of labour services. This would need to be resolved in a budget amendment if the services were to commence within the 2010/11 financial year. The application of a per passenger screening charge would also need to be incorporated within the Council fees and charges.

### **Conclusion**

The Expression of Interest process has identified the potential for either one of 2 providers to be engaged to carry out passenger screening services at Karratha Airport. The next step proposed is to invite open tenders for equipment and closed tenders for labour, with ISS Facility Services and MSS Security.

### **Voting Requirements**

Simple.

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**RECOMMENDATION**

**That Council:**

- 1) Endorses the inviting of closed tenders for labour to provide security screening services at Karratha Airport to ISS Facility Services and MSS Security;**
- 2) Endorses the inviting of open tenders for equipment provision to provide security screening services at Karratha Airport.**

### 19.3 TENDER DISPOSAL OF PLANT

<b>File No:</b>	<b>PL.35</b>
<b>Attachment(s)</b>	<b>Confidential: Listing of plant items and tendered sums</b>
<b>Responsible Officer:</b>	<b>Director Infrastructure Services</b>
<b>Author Name:</b>	<b>Manager Plant And Depot Services</b>
<b>Disclosure of Interest:</b>	<b>Nil</b>

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#### REPORT PURPOSE

To seek Council's endorsement for the disposal of plant under delegated authority to the Chief Executive Officer.

#### Background

Major plant acquisition has been sourced via the WALGA preferred supplier panel as this method provides far greater flexibility to negotiate with suppliers, as opposed to undertaking a tender process ourselves. However as the deemed value of the items that would normally have been traded with the tender process is greater than \$20,000 there is a requirement under the Local Government Act 1995 for a market process to be undertaken in relation to the disposal. Trade valuations were obtained for the majority of plant, as part of the process in obtaining quotations for the new plant. Where these valuations were greater than the \$20,000 the required tender for disposal was carried out utilising WALGA Disposal Service.

#### Issues

As there is a high market place demand on plant and equipment, we cannot wait for the tender process to be finalised whilst we await the decision to trade or tender. It is essential to place the order for the new acquisition as soon as possible to secure the currently available plant, and then deal with the disposal process.

Not all items of plant are readily available at this point in time for disposal, as we are awaiting the supply of the new units.

The tenders submitted are mostly below the deemed value and where no tenders were offered, the trade valuation is greater than budgeted.

There were sixteen (16) items of plant offered for tender, however only three (3) tender responses were received for six (6) of the items of plant. The requirement of the Local Government Act has now been satisfied with the public process of tender being undertaken.

#### Options

Council has the following options available:

1. Reject the tenders offered and give delegated authority to the CEO to seek and accept offers for the outright purchase of the plant as per the listing.
2. Not give delegated authority to the CEO and accept tenders.
3. Not give delegated authority to the CEO and accept some of the tenders and reject others.

### **Policy Implications**

There are no relevant policy implications pertaining to this matter.

### **Legislative Implications**

Under the Local Government Act 1995:

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

(1) *In this section —*

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

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

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

(a) *the highest bidder at public auction; or*

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

#### **5.42 Delegation of some powers and duties to CEO**

(1) *A local government may delegate\* to the CEO the exercise of any of its powers or the discharge of any of its duties under this Act other than those referred to in section 5.43.*

*\*Absolute majority required.*

(2) *A delegation under this section is to be in writing and may be general or as otherwise provided in the instrument of delegation.*

*[Section 5.42 amended nu No. 1 of 1998 s. 13 9.]*

#### **5.43. Limits on delegations to CEO's**

*A local government cannot delegate to a CEO any of the following powers or duties –*

(a) *Any power or duty that requires a decision of an absolute majority or a 75% majority of the local government;*

(b) *Accepting a tender which exceeds an amount determined by the local government for the purpose of this paragraph;*

### **Financial Implications**

Council has budgeted income from the disposal of surplus plant items. By accepting the tenders, that projected income will not be realised.

### **Conclusion**

As not all plant is readily available for disposal at this point in time it is recommended that Council reject tendered offers and delegate authority to the CEO to seek and accept offers. Initially by contacting the dealers that gave the trade valuations, and ascertain if they would hold the price for outright purchase. If unsuccessful to then advertise the plant for sale as they become available.

### **Voting Requirements**

Absolute.

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**RECOMMENDATION**

**That Council;**

- (1) Reject tendered offers**
- (2) Give delegated authority to the Chief Executive Officer to seek and accept offers for the outright purchase of:-**
  - Plant 1 – Protec Roller P854 Reg No: R452**
  - Plant 2 – Isuzu P904 Reg No: 1CEP889**
  - Plant 3 – Tri Axle Semi Tipper P953 Reg No: 1TDW257**
  - Plant 4 – Holden Colorado P247 Reg No: R7682**
  - Plant 5 – Toyota Hilux P042 Reg No: R7216**
  - Plant 6 – Holden Rodeo P244 Reg No: R7398**
  - Plant 7 – Holden Colorado P249 Reg No: R7685**
  - Plant 8 – Toyota Hilux P241 Reg No: R7355**
  - Plant 9 – Toyota Hilux P242 Reg No: R7420**
  - Plant 10 – Toyota Commuter Bus P243 Reg No: R7376**
  - Plant 11 – Mitsubishi Triton P047 Reg No: R7537**
  - Plant 12 – Toyota Landcruiser P060 Reg No: 11DKVV597**
  - Plant 13 – CAT 12H Grader P811 Reg No: 1BGI435**
  - Plant 14 – John Deere Backhoe/Loader P812 Reg No: 1BPB249**
  - Plant 15 – Volvo L60E Loader P813 Reg No: R3746**
  - Plant 16 – Lowboy 3 Axle Plant Trailer P35318 Reg No: 8RW113**

## 19.4 TENDER G05- 10/11 BULGARRA SPORTING PRECINCT ELECTRICAL AND FLOODLIGHTING UPGRADE

**File No:** CM.37  
**Attachment(s)** Confidential Evaluation Report  
**Responsible Officer:** Director Strategic Projects  
**Author Name:** Senior Project Officer  
**Disclosure of Interest:** Nil

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### REPORT PURPOSE

To seek Council's endorsement of a successful tenderer for Tender G05-10/11 Bulgarra Sporting Precinct Electrical and Floodlighting Upgrade.

### Background

On 16 August 2010 Council resolved to:

1. Authorise the calling of tenders for the upgrading of electrical power to Bulgarra Oval and the supply and installation of floodlights to the Bulgarra Oval softball diamonds in accordance with the attachment titled "Bulgarra Oval Electrical Upgrade Specifications".

Tenders were advertised 6 November 2010 in the West Australian and on 10 November 2010 in the Pilbara News and closed on 1 December 2010.

Four tenders were received by the closing date.

### Issues

The tenders were evaluated by a 3 person panel comprising of:

- Simon Kot, Director Strategic Projects
- Jenni Brown, Senior Project Officer
- Geof Whyte, Project Manager

A separate assessment has been completed by Arnold Hoehn, Best Consulting Pty Ltd

The tenders were first assessed for compliance with the tender documents. The tenders were then assessed against the qualitative criteria that were weighted.

The criteria and associated weightings were:

Demonstrated Capacity and Capability	25%
Ability to comply with timeframe	15%
Regional Price Preference Policy	5%
Price	55%

A detailed summary is attached, as the Confidential Evaluation Report.

### Options

Council has the following options available:

1. Accept recommended tender
2. Accept an alternative tender
3. Not accept any tender

**Policy Implications**

There are no relevant policy implications pertaining to this matter.

**Legislative Implications**

Tenders were called in accordance with Section 3.57 of the Local Government (Functions and Administration) Regulations.

**Financial Implications**

The expenditure is in accordance with the budget.

**Conclusion**

The Evaluation Panel believes that the recommended tenderer provides competence and experience in the construction of major projects and has submitted a very competitive price for the works.

**Voting Requirements**

Simple.

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**RECOMMENDATION**

**That Council endorse the recommendation of the Director Strategic Projects as contained in the Confidential Evaluation Report attached for Tender G05-10/11 Bulgarra Sporting Precinct Electrical and Floodlighting Upgrade.**

## 19.5 TENDER G09 -10/11 CONSTRUCTION OF BAYNTON WEST FAMILY CENTRE

<b>File No:</b>	<b>CP.187/CM.30</b>
<b>Attachment(s)</b>	<b>G09- 10/11 Baynton West Family Centre Confidential Evaluation Report - To be tabled at Council Briefing</b>
<b>Responsible Officer:</b>	<b>Director Strategic Projects</b>
<b>Author Name:</b>	<b>Project Manager</b>
<b>Disclosure of Interest:</b>	<b>Nil</b>

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### REPORT PURPOSE

To seek Council's endorsement of a successful tenderer for Tender G09-10/11 Construction of Baynton West Family Centre.

### Background

On 18 October 2010 Council resolved to:

- 1. Approve the calling of tenders for the construction of the Baynton West Family Centre in accordance with Tender Package G09-10/11 comprising and as detailed in attachment 1 to this report:*
  - a. Terms and Conditions of Tender and Form of Tender*
  - b. Annexures to AS4000-1997 General Conditions of Contract*
  - c. Specification*
  - d. Drawings*
- 2. Appoints in the terms of Clause 20 Superintendent of AS4000-1997 General Terms and Conditions of Contract, Geoffrey Allen Whyte, Project Manager, Shire of Roebourne, Superintendent for the Baynton West Family Centre Contract and, in terms of Clause 22 Superintendent's Representative of AS4000-1997 General Terms and Conditions of Contract, Kieran Wong of CODA Studio Pty Ltd as Superintendent's Representative.*

Tenders were advertised 20 October 2010 in the West Australian Newspaper and the Pilbara News and closed on 24 November 2010.

Four tenders were received by the closing date. In seeking clarification of the details of one submission, that organisation formally withdrew their tender.

### Issues

The tenders were evaluated by a five person panel comprising of:

- Cr John Lally
- Sarah Besly, CODA Studios Pty Ltd
- Anya Guthrie, Davis Langdon Pty Ltd
- Simon Kot, Director Strategic Projects
- Geof Whyte, Project Manager

The tenders were first assessed for compliance with the tender documents. The tenders were then assessed against the qualitative criteria that were weighted.

The criteria and associated weightings were:

Previous experience in carrying out similar works.	20%
Recent experience in similar projects in the NW.	20%
Qualifications and experience of construction supervision staff.	10%
Price for works offered.	40%
Tenderers resources.	10%

A detailed summary is attached, as the Confidential Evaluation Report.

### **Options**

Council has the following options available:

1. Accept recommended tender
2. Accept an alternative tender
3. Not accept any tender

### **Policy Implications**

There are no relevant policy implications pertaining to this matter.

### **Legislative Implications**

Tenders were called in accordance with Section 3.57 of the Local Government (Functions and Administration) Regulations.

### **Financial Implications**

The expenditure is in accordance with the budget.

### **Conclusion**

The Evaluation Panel believes that the recommended tenderer provides competence and experience in the construction of major projects and has submitted a very competitive price for the works.

### **Voting Requirements**

Simple.

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## **RECOMMENDATION**

**That Council endorse the recommendation of the Director Strategic Projects as contained in the Confidential Evaluation Report attached for Tender G09-10/11 Construction of Baynton West Family Centre.**

## 19.6 EOI 06-2010 KARRATHA LEISURE COMPLEX

<b>File No:</b>	<b>CS.59/CM.29</b>
<b>Attachment(s)</b>	<b>EOI 06-2010 Karratha Leisure Complex Confidential Evaluation Report - To Be Tabled At Council Briefing Session</b>
<b>Responsible Officer:</b>	<b>Director Strategic Projects</b>
<b>Author Name:</b>	<b>Director Strategic Projects</b>
<b>Disclosure of Interest:</b>	<b>Nil</b>

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### REPORT PURPOSE

To seek Council's endorsement to invite shortlisted contractors to submit a formal tender based on the Expressions of Interest submitted for EOI 06-2010 Karratha Leisure Complex.

### Background

On 18 October 2010 Council resolved to, with respect to the procurement of the Karratha Leisure Complex:

- 1. Approves Expressions of Interest being called for the design and construction of the Karratha Leisure Complex.*
- 2. Notes that the evaluation report will be presented to the December Ordinary Council Meeting.*

Expressions of Interest were advertised 23 October 2010 and closed 1 December 2010.

Eight expressions of interest were received by the closing date.

### Issues

The expressions of interest were evaluated by a five person panel comprising of:

- Director Strategic Projects – Simon Kot
- Project Manager – James Martin, Davis Langdon Pty Ltd
- Kevin Daniels, Ralph Beattie Bosworth
- Shire Councillor John Lally
- Shire Councillor Ben Lewis

The expressions of interest were first assessed for compliance with the EOI documents. The expressions of interest were then assessed against the qualitative criteria that were weighted. The criteria and associated weightings were:

Design Proposal / Project Understanding/ Innovation	35%
Design Team, Procurement and Construction Programme	30%
Preliminary Estimate	20%
Previous relevant experience in the North West	15%

A detailed summary is attached as the Confidential Evaluation Report.

### **Options**

Council has the following options available:

1. Accept recommended shortlist of tenderers for formal tender
2. Accept an alternative shortlist of tenderers for formal tender
3. Not accept any tenderers for formal tender

### **Policy Implications**

There are no relevant policy implications pertaining to this matter.

### **Legislative Implications**

Expressions of Interest were called in accordance with Section 3.57 of the Local Government (Functions and Administration) Regulations.

### **Financial Implications**

The expenditure is in accordance with the budget.

### **Conclusion**

The Evaluation Panel believes that the recommended shortlisted tenderers provide the necessary competence and experience in the construction of major projects and should be shortlisted to tender.

### **Voting Requirements**

Simple.

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### **RECOMMENDATION**

**That Council endorse the recommendation of the Director Strategic Projects as contained in the Confidential Evaluation Report attached for Tender EOI 06-2010 Karratha Leisure Complex.**

## 19.7 TENDER G12-10/11 CATTRALL PARK REDEVELOPMENT

<b>File No:</b>	<b>PK.67/CM.38</b>
<b>Attachment(s)</b>	<b>G12-10/11 Cattrall Park Redevelopment Confidential Evaluation Report - To Be Tabled At Council Briefing Session</b>
<b>Responsible Officer:</b>	<b>Director Strategic Projects</b>
<b>Author Name:</b>	<b>Director Strategic Projects</b>
<b>Disclosure of Interest:</b>	<b>Nil</b>

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### REPORT PURPOSE

To seek Council's endorsement of a successful tenderer for Tender G12-10/11 Cattrall Park Redevelopment.

### Background

On 20 September 2010 Council resolved to:

1. *Agree to call tenders the full scope of works as outlined in Option 4 of the Confidential Attachment, including lighting and a playground for the redevelopment of Cattrall Park, Karratha,*
2. *Agree to implement the procurement of the Cattrall Park Redevelopment utilising Australian Standards 4000–1997 General Conditions of Contract and the appropriate form of agreement,*
3. *Appoint the Director of Infrastructure Services and Councillors Lewis and Lally as members of the Project Tender Evaluation Panel.*

Tenders were advertised 13 November 2010 and closed 8 December 2010.

Insert number of tenders received tenders were received by the closing date.

### Issues

The tenders were evaluated by a four person panel comprising of:

- Director Infrastructure Services – Troy Davis
- Shire Councillor John Lally
- Shire Councillor Ben Lewis
- Project Manager – Stephen Gibson UDLA

The tenders were first assessed for compliance with the tender documents. The tenders were then assessed against the qualitative criteria that were weighted.

The criteria and associated weightings were:

Relevant experience	20%
Key personnel skills and experience	15%
Tenderer's resources	15%
Demonstrated understanding	20%
Price schedule	30%

A detailed summary is attached, as the Confidential Evaluation Report.

**Options**

Council has the following options available:

1. Accept recommended tender
2. Accept an alternative tender
3. Not accept any tender

**Policy Implications**

There are no relevant policy implications pertaining to this matter.

**Legislative Implications**

Tenders were called in accordance with Section 3.57 of the Local Government (Functions and Administration) Regulations.

**Financial Implications**

The expenditure is in accordance with the budget.

**Conclusion**

At the time of preparing the report the tender evaluation panel had not met to discuss the merits of the submissions. The Evaluation report will be tabled at the Council Briefing Session.

**Voting Requirements**

Simple.

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**RECOMMENDATION**

**That Council endorse the recommendation of the Director Infrastructure Services as contained in the Confidential Evaluation Report attached for Tender G12-10/11 Cattrall Park Redevelopment.**

## **20 CLOSURE & DATE OF NEXT MEETING**

14 February 2010