

# Minutes

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## **1. DECLARATION OF OPENING/ANNOUNCEMENT OF VISITORS:**

The President, Councillor Girando, welcomed those present and opened the meeting at 3.00 pm.

## **2. RECORD OF ATTENDANCE/APOLOGIES/LEAVE OF ABSENCE/DECLARATION OF INTEREST:**

Councillor M J Girando  
Councillor J M Stacy  
Councillor B J O'Callaghan  
Councillor J K Waite  
Councillor G George  
Councillor B J McDonald  
Councillor D A Rackemann  
Councillor G W Eaton

President  
Deputy President

Mr G A Sherry  
Mr D J Alcock  
Mr P D Gillis  
Mr J A Randall  
Mr K L Bean  
Ms S G Donohue

Chief Executive Officer  
Manager Finance and Administration  
Manager Works and Services  
Manager Community Development  
Works Supervisor  
Minutes Clerk

### **Leave of Absence**

Was granted to Cr Stacey at the April 2007 Ordinary Meeting of Council but he was in attendance at this meeting.

### **Declarations of Interest**

<b>Councillor/Officer</b>	<b>Item</b>	<b>Interest</b>	<b>Nature</b>
B J O'Callaghan	10.4.5	Impartiality	Member of the Maley Park Committee
Mr G A Sherry	10.4.5	Impartiality	Member of the Maley Park Committee

## **3. RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE:**

Nil.

## **4. PUBLIC QUESTION TIME:**

Nil.

**5. APPLICATIONS FOR LEAVE OF ABSENCE:**

Cr Girando requested Leave of Absence from 18 May 2007 to 21 May 2007.

Cr Waite requested Leave of Absence from 17 May 2007 to 20 May 2007 and 31 May 2007 to 6 June 2007.

Cr O'Callaghan requested Leave of Absence from 25 May 2007 to 27 May 2007.

Cr McDonald requested Leave of Absence from 31 May 2007 to 3 June 2007.

**RESOLUTION:**                      **2007-059**

**Moved:** Eaton

**Seconded:** O'Callaghan

*That Council grant:*

1. *Leave of Absence to Cr Girando from 18 May 2007 to 21 May 2007;*
2. *Leave of Absence to Cr Waite from 17 May 2007 to 20 May 2007 and 31 May 2007 to 6 June 2007;*
3. *Leave of Absence to Cr O'Callaghan from 25 May 2007 to 27 May 2007;*  
*and*
4. *Leave of Absence to Cr McDonald from 31 May 2007 to 3 June 2007.*

**CARRIED 8/0**

**6. PETITIONS/DEPUTATIONS/PRESENTATIONS:**

Nil.

**7. CONFIRMATION OF MINUTES:**

7.1	ORDINARY MEETING HELD WEDNESDAY 18 APRIL 2007 AT THE MALEY PARK FUNCTION CENTRE, COOROW
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**AUTHOR**

Gary Sherry

**DISCLOSURE OF INTEREST**

Nil

**DATE OF REPORT**

8 May 2007

**COMMENT:**

Nil

**OFFICER RECOMMENDATION:**

That the Minutes of the Ordinary Meeting held on Wednesday 18 April 2007 at the Maley Park Function Centre, Coorow be confirmed as a true and correct record.

**RESOLUTION:**                      **2007-060**

**Moved:** Waite

**Seconded:** George

*That the Minutes of the Ordinary Meeting held on Wednesday 18 April 2007 at the Maley Park Function Centre, Coorow be confirmed as a true and correct record.*

**CARRIED 8/0**

**8. ANNOUNCEMENTS BY THE PERSON PRESIDING WITHOUT DISCUSSION:**

At any meeting of Council, the person presiding may announce or raise any matter of interest or relevance to the business of Council or propose a change to the order of business.

Members may move that a change in order of business proposed by the person presiding not be accepted and if carried the change does not take place.

The President reminded Councillors that the CEO Performance Review is due to be completed, review forms will be handed out to Councillors and a date for a CEO Performance Review meeting will be set in Council's Forum Session.

**9. MATTERS FOR WHICH MEETING MAY BE CLOSED:**

For the convenience of members of the public Council may identify, by decision, early in the meeting any matter on the agenda to be discussed behind closed doors and that matter is to be deferred for consideration as the last item of the meeting.

Items for which the meeting will be closed include:

Nil.



## **10. REPORTS:**

### **10.1 CHIEF EXECUTIVE OFFICER:**

#### **10.1.1 WILDFLOWER COUNTRY TOURISM PROMOTION**

<b>AUTHOR</b>	Gary Sherry
<b>DISCLOSURE OF INTEREST</b>	Nil
<b>DATE OF REPORT</b>	8 May 2007
<b>FILE</b>	T8.3 Tourism - Wildflower Country

#### **SUMMARY:**

**Council is to consider a payment of \$3,000 for future tourism promotion activities by the Wildflower Country Tourism Steering Committee.**

#### **BACKGROUND:**

Council has for at least three years allocated \$3,000 in Council's budget under the classification of area promotion to activities of the Wildflower Country Tourism Steering Committee (WCTSC). In previous years these funds have been used to prepare and distribute a very impressive tourism booklet, complete a reprint of the document and erect signage on the border of the region.

The WCTSC is made up of representatives from each of the Wildflower Country Regional Council (WCRC) shires and the Shire of Yalgoo. Cr McDonald is the Shire of Coorow's representative. Cr McDonald is an exception to most WCTSC delegates, being one of only two Councillors (council employees are the majority) and the only tourism operator (tourism volunteers are the majority). Recently the WCTSC met at Green Head,

The WCTSC is not a formal committee of the WCRC however given the close links the WCRC, the WCRC have offered to manage the funds of the WCTSC.

#### **COMMENT:**

Council has received an invoice from the WCRC for \$3,000 being the contribution allocated by Council in the 2006/07 Budget.

The WCRC have not indicated any specific use of these funds and has indicated these funds will be held in WCRC's trust account. It is unclear of the approvals required for these funds to be paid.

It is anticipated that the WCTSC is preparing a further reprint of the tourist brochure and these funds will be utilised for this purpose.

In all previous expenditure Council approval, by Council or staff, was given after consideration of the completion of the deliverables. This will not occur.

**STATUTORY ENVIRONMENT:**

Nil at this time.

**STRATEGIC IMPLICATIONS:**

Council should consider if requires approval over the expenditure of Council's funds for tourism promotion by the WCTSC.

**POLICY IMPLICATIONS:**

Nil at this time.

**FINANCIAL IMPLICATIONS:**

Council has allocated the following funds to Area Promotion in their 2006/07 Budget.

Activity	Budget			Actual
	Wildflower Country	Turquoise Coast	Other	
Wildflower Country Initiatives	3,000			
Turquoise Coast Initiatives		3,000		375
Coastal Planner/Indian Ocean Drive Ads			2,000	1,215
Old North Stock Route			500	
Other			1,000	396
<b>Totals</b>	<b>3,000</b>	<b>3,000</b>	<b>3,500</b>	<b>1,986</b>
<b>Total</b>	<b>9,500</b>			

**PUBLIC CONSULTATION:**

No public consultation has been conducted.

**CONSIDERATION:**

Once Council transfers funds to the WCRC, Council will not control the expenditure of these funds. It may be possible that these funds will be directly expended for purposes contrary to the benefit of Council.

**VOTING REQUIREMENT**

Simple Majority

**OFFICER RECOMMENDATION:**

That Council not transfer funds to the Wildflower Country Regional Council to complete area promotion activities in the Wildflower Country region until advised of:

1. the intended purpose for the use of these funds; and
2. the method of approval for making payments of these funds.

**ALTERNATIVE RECOMMENDATION:**

That Council make a payment of \$3,000 to the Wildflower Country Regional Council to complete area promotion activity in the Wildflower Country region.

**MOTION:**

**Moved:** Eaton

**Seconded:** Waite

*That Council not transfer funds to the Wildflower Country Regional Council to complete area promotion activities in the Wildflower Country region until advised of:*

1. *the intended purpose for the use of these funds; and*
2. *the method of approval for making payments of these funds.*

**RESOLUTION:**                      **2007-061**

**Moved:** Stacy

**Seconded:** Eaton

*That the question be now put*

**CARRIED 7/1**

**RESOLUTION:**                      **2007-062**

**Moved:** Eaton

**Seconded:** Waite

*That Council not transfer funds to the Wildflower Country Regional Council to complete area promotion activities in the Wildflower Country region until advised of:*

1. *the intended purpose for the use of these funds; and*
2. *the method of approval for making payments of these funds.*

**CARRIED 7/1**

**10.1.2 COOROW ADMINISTRATION CENTRE SURROUNDS**

<b>AUTHOR</b>	Gary Sherry
<b>DISCLOSURE OF INTEREST</b>	Nil
<b>DATE OF REPORT</b>	8 May 2007
<b>ATTACHMENT</b>	10.1.2 Concept Plan for Coorow Administration Centre Surrounds.
<b>FILE</b>	A2 Administration

**SUMMARY:**

**Council is to consider a concept plan for the completion of works around the Coorow Administration Centre.**

**BACKGROUND:**

Council is completing a programmed refurbishment of the Coorow Administration Centre.

Separate to these activities included in Council's 2006/07 budget, over the previous three months the building's leach drain and garden reticulation system ceased to function effectively.

Subsequently, to allow a new leach drain to be installed and the to remove the existing reticulation system, the renovation of the surrounds of the building have commenced. These works have included removing invasive and problematic trees to the south and west of the building.

The front lawn and garden, in very poor condition after the reticulation failed during February, has also been removed. This lawn had, over time, grown to a height where the lack of drainage at the front of the building was a problem.

At the February 2007 Ordinary Meeting, Council resolved the following:

**RESOLUTION:** 2007-019

Moved: Eaton                      Seconded: O'Callaghan

That Council authorise out of budget expenditure of \$1,500 to sandblast and paint the donated Historic Grader.

**CARRIED BY ABSOLUTE MAJORITY 8/0**

The Council resolution differed from the Officer Recommendation so as not to lose a historically valuable piece of machinery from the Shire.

Council did not decide on a location for the historic grader but in front of the Coorow Administration Centre was alluded to. This can now be achieved.

**COMMENT:**

Informal discussions have occurred between staff and Council and finalisation of the scope of works for the surrounds of the Coorow Administration Centre need to be finalised.

A Concept Plan of proposed works is included at Attachment 10.1.2. The Concept Plan makes allowance for:

1. construction of gravel surrounds to the all sides of the building. Locally sourced gravel, not pea gravel, will be used;
2. into some of the gravel surrounds will be planted local native flowering plants. Unless indicated, these plants will be largely low growing ground covers. Discussions have commenced with a local native nursery to establish the plants best suited to the area. It is expected that these plants, perhaps included wreath flowers, could become a tourist attraction during wildflower season;
3. a screen of larger shrubs will be placed on the west side of the gravelled car park. Given the proximity to the new leach drain and power lines, care would be paid to selecting non-invasive lower growing species in this position;
4. trickle type irrigation will be installed over all gardens;
5. lawn and other high water garden types have been deliberately avoided;
6. 65 metres of new kerbing will replace existing kerbing. This could be completed in conjunction with kerbing works to be completed in Coorow in 2007/08;
7. a new gravel parking area to the rear of the Coorow Administration Centre will replace lawn and be defined by pine bollards;
8. two trees to the east of the Coorow Administration Centre will be removed for safety reasons. A branch from the northern of these trees damaged Council's television and radio satellite re-broadcasting equipment and would have significantly damaged any Council or staff vehicle parked. Given the location near sensitive equipment, removal of these large trees would be completed by profession tree loppers. These trees would be replaced with smaller flowering shrubs; and
9. the restored historic grader is to be placed in the eastern front area of the Coorow Administration Centre.

It is anticipated that the bulk of these works will not be completed until the commencement of the 2007/08 financial year.

In addition to these works, additional works for the Coorow Administration Centre including an external paint and a shade shelter for Council vehicles will be considered by Council for the 2007/08 budget.

#### **STATUTORY ENVIRONMENT:**

Nil at this time.

#### **STRATEGIC IMPLICATIONS:**

Nil at this time.

**POLICY IMPLICATIONS:**

Nil at this time.

**FINANCIAL IMPLICATIONS:**

An indicative cost for the proposed works is included below.

ACTIVITY	NOTES	\$
Historic Grader	Installed By Staff	1,500
Plant Hire/Bobcat	Contractor	1,000
Plants	100 Plants	2,000
Reticulation	Installed By Staff	2,000
Kerbing	65 Metres	1,300
Pine Pole/Bollards		500
Cement Plinth/Mounts	For Grader	300
Remove Trees	By Tree Loppers	9,000
<b>TOTAL</b>		<b>17,600</b>

Council's costing does not include labour or overheads for Council staff and plant.

**PUBLIC CONSULTATION:**

Nil at this time.

**VOTING REQUIREMENT**

Simple Majority

**OFFICER RECOMMENDATION:**

That Council adopt the Concept Plan, included at Attachment 10.1.2, for completion of works for the surrounds of the Coorow Administration Centre.

**RESOLUTION:                      2007-063**

**Moved:** Eaton

**Seconded:** McDonald

*That Council adopt the Concept Plan, included at Attachment 10.1.2, for completion of works for the surrounds of the Coorow Administration Centre with the amendment that Council:*

- 1. locate an unrefurbished historic moldboard plough donated by Cr McDonald on the western side of the Main Street frontage;*
- 2. locate the moldboard plough and historic grader in the centre of the garden fronting Main Street and provide access ways through plantings to these features; and*

3. *replace bollards with new kerbing on the eastern edge of the Main Street frontage.*

**CARRIED 8/0**

## Attachment 10.1.2





**10.1.3 WA ELECTORAL COMMISSION TO CONDUCT 2007 LOCAL GOVERNMENT ELECTION**

<b>AUTHOR</b>	Dacre Alcock
<b>DISCLOSURE OF INTEREST</b>	Nil
<b>DATE OF REPORT</b>	1 May 2007
<b>FILE</b>	E1.07 Election 2007

**SUMMARY:**

**Council is to decide whether to use the WA Electoral Commission (WAEC) to conduct the October 2007 Council Election as a Postal-Voting Election.**

**BACKGROUND:**

Council considered this item at the April 2007 Ordinary Meeting of Council:

<b>RESOLUTION:</b>	2007-051
Moved: George	Seconded: McDonald
That this matter be deferred to the May 2007 Ordinary Meeting of Council.	
CARRIED 5/0	
This matter was deferred as Council believes this matter should be discussed and voted upon by a full Council.	

**COMMENT:**

The WAEC has provided a quote of \$9,000 (GST inclusive) to conduct the October 2007 Local Government Elections as a postal voting election on behalf of Council. The quote is based on 1,200 electors, a response rate of approximately 60%, 4 vacancies and the count to be conducted at the premises of the Shire of Coorow.

The WAEC would conduct the Council election as a Postal-Voting Election, but Council staff would still be required to open at least one polling booth on the day of the election. Given Council's geographic nature, Council may wish to have two polling booths on polling day. This requirement would require Council staff to be paid overtime.

The quote does not include non statutory advertising (i.e. additional advertisements in community newspapers and promotional advertising), any legal expenses other than those that are determined to be borne by the WAEC in a Court of Disputed Returns or the cost of operating a polling place on election day.

The WAEC is the only body that can conduct a full Postal-Voting Election. As part of a Council run Voting-in-Person election, electors can currently register on Council's Postal Voting Register and receive a postal vote. Council currently has 176 electors registered on Council's Postal Voting Register. This represents 15% of all electors. Currently with every new purchase of a property in the Shire of Coorow, Council provides registration forms for postal voting and Owners and Occupiers Rolls.

Should Council elect not to appoint the WAEC, Council has effectively appointed the Chief Executive Officer as Returning Officer.

## **STATUTORY ENVIRONMENT:**

### **Local Government Act 1995**

#### **4.20. CEO to be returning officer unless other arrangements are made**

- (1) Subject to this section the CEO is the returning officer of a local government for each election.
- (2) A local government may, having first obtained the written agreement of the person concerned and the written approval of the Electoral Commissioner, appoint\* a person other than the CEO to be the returning officer of the local government for an election.  
*\* Absolute majority required.*
- (3) An appointment under subsection (2) has no effect if it is made after the 80th day before election day.
- (4) A local government may, having first obtained the written agreement of the Electoral Commissioner, declare\* the Electoral Commissioner to be responsible for the conduct of an election and, if such a declaration is made, the Electoral Commissioner is to appoint a person to be the returning officer of the local government for the election.  
*\* Absolute majority required.*
- (5) A declaration under subsection (4) has no effect if it is made after the 80th day before election day.
- (6) A declaration made under subsection (4) on or before the 80th day before election day cannot be rescinded after that 80th day.

## **STRATEGIC IMPLICATIONS:**

Nil at this time.

## **POLICY IMPLICATIONS:**

Nil at this time.

## **FINANCIAL IMPLICATIONS:**

In March 2007 the WAEC, quoted \$9,000 to conduct the Local Government Ordinary Election 2007 on behalf of the Shire of Coorow. This price included all statutory advertising with the conditions of 1,200 electors, 60% response rate, 4 vacancies and the count to be conducted at the premises of the Shire of Coorow. Council will still be required to have one polling booth open on Election Day and this would be an expense Council will have to bear.

Should Council elect to hold a voting in person election conducted by Council staff the following expenses can be expected:

Statutory Advertising	\$ 1,300
Staff Election Day costs	<u>\$ 1,700</u>
	\$ 3,000

Council will not adopt the 2007/08 budget before June 2007.

**PUBLIC CONSULTATION:**

Nil.

**VOTING REQUIREMENT**

Absolute Majority is required if Council appoints the WAEC to hold Council's 2007 Local Government Election.

**OFFICER RECOMMENDATION:**

That Council:

1. does not appoint the Western Australian Electoral Commission to conduct a Postal-Voting Election for the October 2007 election on behalf of the Shire of Coorow;
2. appoints the Chief Executive Officer, Mr Gary Sherry, as Returning Officer for the October 2007 election; and
3. will advertise widely the ability and advantages of electors to register on Council's Owners and Occupiers Roll and Postal Voting Register prior to the 2007 Election.

**RESOLUTION:                      2007-064**

**Moved:** Eaton

**Seconded:** George

*That this matter be deferred to the June 2007 Ordinary Meeting of Council for staff to investigate the cost of vote counting software and any other associated logistics.*

**CARRIED 8/0**

**10.1.4 WCRC RESOURCE SHARING ACTIVITIES**

<b>AUTHOR</b>	Gary Sherry
<b>DISCLOSURE OF INTEREST</b>	Nil
<b>DATE OF REPORT</b>	10 May 2007
<b>FILE</b>	W 4 Wildflower Country Regional Council

**SUMMARY:**

**Council is to consider participating in two initiatives of the Wildflower Country Regional Council (WCRC).**

**BACKGROUND:**

At their May Ordinary Meeting held in Leeman on 2 May 2007, the WCRC resolved the following:

Moved: Cr. Micelle Bagley    Seconded: Cr. Brenda Hienrich  
The WCRC recommends all Member Shires participate in Stage 1 (Initial Review) for a Collective Plant & Vehicle Audit to be undertaken by Uniqco, and participating Shires be requested to Budget accordingly for this service in 2007/2008.

CARRIED 6/0  
Minute Ref:05/07-05

Moved: Cr. Moira Girando    Seconded: Cr. Michelle Bagley  
The WCRC recommends to Member Shires that the initial audit investigation and study brief development on the standardisation of Information & Communication Technology is undertaken (with figures to be advised) and participating Shires be requested to Budget accordingly for this service in 2007/2008.

CARRIED 6/0  
Minute Ref :05/07-07

**COMMENT:****Plant & Vehicle Management Review**

Uniqco have a record of consulting to state and local government and private enterprise on plant and vehicle management. They have offered WCRC as two stage process of:

Stage 1 - Current Position Analysis

Stage 2 - Bureau Service

The first stage would be a review of Council systems and current practices reliant to plant and vehicles. Matters considered specifically include:

- Review current practices in fleet management & mechanical maintenance;
- Ascertain any issues of concern to relevant stakeholders (service providers and end users);

- Review age and current utilisation of the fleet (including external hire if data is available), compare to industry benchmarks and make recommendations on items requiring a business case review for ownership;
- Comment on current internal hire rates;
- Review the current purchasing & disposal practices and financing strategy and make recommendations in line with industry best practices;
- Review plant & heavy vehicle changeover policy and make recommendations on optimum replacement timing;
- Review light fleet changeover policy and make recommendations on model mix and optimum changeover;
- Identify areas of potential cost savings;
- Identify areas of risk and make recommendations to better manage risk;
- Identify key drivers, performance measures and reporting requirements which should be used, on an ongoing basis, to continually improve performance;
- Make recommendations on the required level of service for mechanical maintenance and a process for benchmarking performance;
- Identify specialist services that should be considered for outsourcing to external service providers;
- Review fleet management structure, systems and processes and comment on suitability of current resources (level of resources and skill base); and
- Assess how well fleet management is meeting the needs of its customers and make recommendations for improvement.

The cost quoted for the service being offered by Uniqco are as follows:

Number of Councils Participating	Stage 1 Initial Review \$	Cost/Council \$	Stage 2 Bureau Service \$	Cost/Council \$
7	20,000	2,857	70000	10,000
6	19,000	3,166	64000	10,672
5	17,800	3,560	59000	11,800

The WCRC is to request all Member Shires participate in Stage 1 (Initial Review) during 2007/2008

### **Standardising Information & Communication Technology (ICT) Review**

The WCRC are investigating a review of the possibilities for standardising ICT. The total process of completing this review would be as follows:

1. Initial Audit Investigation – Conduct an inventory of all existing software, hardware, communications, system securities, back-up & recovery, software licensing, software & hardware maintenance costs, other infrastructure, etc.

Undertake check of the available data communications in the region to determine whether it is feasible to consolidate IT functions in the one central location.

2. Prepare Study Brief - Preparation of a Study Brief for issue to appropriate IT Consultants if tenders are to be called for the Study Stage and for inclusion into Grant applications to assist with Study and implementation.
3. Funding/Grant Assistance – Select sources of funding/grant assistance; prepare submissions and assist WCRC to obtain funding.
4. Conduct Study – Call tenders for pre-qualified IT Consultants to undertake Study and provide recommendations to implement changes for the standardisation of WCRC's ICT

The above process has been separated to allow the WCRC to consider whether it wishes to continue at any particular stage, rather than undertaking the whole project at once.

Indicative costs for Stages 1 & 2 above are as follows;

1. Initial Audit Investigation -	\$ 5,000
2. Prepare Study Brief -	<u>\$ 4,000</u>
Total	\$ 9,000

If all members participate, the cost would be approximately \$1,200- 2,000 each. It is more hopeful that grant assistance may be available for the later two stages.

#### **STATUTORY ENVIRONMENT:**

Nil at this time.

#### **STRATEGIC IMPLICATIONS:**

Shared savings through resource sharing is a goal of participating in the WCRC.

#### **POLICY IMPLICATIONS:**

Nil at this time.

#### **FINANCIAL IMPLICATIONS:**

Council has \$21,104 in Council's Resource Sharing Reserve. Council could consider utilising these funds to participate in these activities.

#### **PUBLIC CONSULTATION:**

Nil.

#### **CONSIDERATION:**

In considering participation in each of these activities, Council should keep in mind that Council's investment in plant and equipment differs significantly from ICT.

Plant and equipment represents an annual investment in 2006/07 of nearly \$700,000 in new plant and equipment, a total investment of \$1.8 Million in depreciated plant and equipment and an annual maintenance costs in the region of \$550,000. Should Council be able to make very small savings - say in the region of 1% - the saving will be significant.

However in terms of ICT, Council's investment in ICT is much smaller. In 2006/07 Council will expend the following:

New Computers	8,000
Office Equipment Mtc	20,000
Computers Support Service	12,250
Telephone	19,000
<b>TOTAL</b>	<b>59,250</b>

Council has invested in SynergySoft accounting software (\$18,000) and may wish to make further investments in record keeping software in the future of \$10,000. Council is already participating in a WCRC project to review telephony costs across the region.

Should Council be able to make very small savings in ICT - say in the region of 1% - the saving will not cover the cost of participation. It is significantly less likely that this activity will result in savings for Council, because of the significantly smaller investment.

## **VOTING REQUIREMENT**

Simple Majority

## **OFFICER RECOMMENDATION:**

That Council advise the WCRC that:

1. Council will participate in Stage 1 of the Plant & Vehicle Management Review during 2007/08 for up to \$3,700 contribution by Council;
2. Council will participate in Stage 1 of the Information and Communication Technology Review during 2007/08 for up to \$1,200 contribution by Council; and
3. following a review by Council of Stage 1, Council may participate in Stage 2 of the Information and Communication Technology Review during 2007/08 for up to \$1,000 contribution by Council.

## **RESOLUTION: 2007-065**

**Moved:** Stacy

**Seconded:** George

*That Council advise the WCRC that:*

1. *Council will participate in Stage 1 of the Plant & Vehicle Management Review during 2007/08 for up to \$3,700 contribution by Council;*

2. *Council will participate in Stage 1 of the Information and Communication Technology Review during 2007/08 for up to \$1,200 contribution by Council; and*
3. *following a review by Council of Stage 1, Council may participate in Stage 2 of the Information and Communication Technology Review during 2007/08 for up to \$1,000 contribution by Council.*

**CARRIED 8/0**



## **10.2 MANAGER COMMUNITY DEVELOPMENT:**

### **10.2.1 CONSULTATION ON FUTURE INDUSTRIAL AND COMMERCIAL DEVELOPMENT IN LEEMAN**

<b>LOCATION</b>	Leeman Townsite
<b>AUTHOR</b>	John Randall
<b>DISCLOSURE OF INTEREST</b>	Nil
<b>DATE OF REPORT</b>	7 May 2007
<b>ATTACHMENT:</b>	10.2.1a Proposed report on proposals 10.2.1b Proposed Advert for public consultation
<b>FILE</b>	T9.2 Town Planning - General

#### **SUMMARY:**

**Council is to consider endorsing the consultation report and advertisement process for proposal replating to the future location of industrial and commercial development in Leeman.**

#### **BACKGROUND:**

The report as included at Attachment 10.2.1a, addresses the direction and content of discussions with Council. Council endorsement is sought for the discussion document prior to release for public comment.

Included at Attachment 10.2.1b, is a proposed notice seeking public comment on the proposal with the proposed date for close of submissions to be on Friday July 27 2007. There doesn't seem to be the need to provide notice beyond:

- notice in local newspapers
- a general notice included in any 'Council News' mailout; and
- Planning Notice signage on existing undeveloped commercial land, eg. The proposed future commercial zone, near the roadhouse and near Site 6.

The positioning of planning notice signs in the above strategic localities should ensure reasonable notice being brought to the proposals over the time being allowed for public comment. Council may however want to send notice of the proposal to each property owner in Leeman as this seems to be a position being requested from a number of directions.

#### **COMMENT:**

Certainly there is no legal obligation for Council to go to this extent of notice, and if Council wishes to go above this level of notice it should be cognisant of the resources that need to be committed to such a process.

**STATUTORY ENVIRONMENT:**

Planning and Development Act

Town Planning Scheme No 2

**STRATEGIC IMPLICATIONS AND POLICY IMPLICATIONS:**

The proposals seek to address some short and longer term strategic issues for the economic and community development of Leeman.

**FINANCIAL IMPLICATIONS:**

If the process stops at the strategic planning stage in the process towards a townsite strategy, then expenses such as vegetation surveys and other surveys, which are required as part of the land development process, will be avoided.

If Council undertakes some of the rezoning proposed in the absence of a land developer it will incur the cost of vegetation surveys at the very least.

**VOTING REQUIREMENTS:**

Simple Majority

**OFFICER RECOMMENDATION:**

That Council:

1. endorse the use of the documents included at Attachments 10.2.1a and 10.2.1b, for public notice and consultation on the future directions for commercial and industrial development of Leeman; and
2. agree that the method of giving public notice of the proposals be limited to notice in the local newsletters, notice as part of general information mailed to residents and electors and by planning notice signage in strategic localities.

**MOTION:**

**Moved:** George

**Seconded:** Rackemann

*That Council:*

1. *endorse the use of the documents included at Attachments 10.2.1a and 10.2.1b, for public notice and consultation on the future directions for commercial and industrial development of Leeman; and*
2. *agree that the method of giving public notice of the proposals be limited to notice in the local newsletters, notice as part of general information mailed*

*to residents and electors and by planning notice signage in strategic localities.*

**RESOLUTION:                      2007-066**

**Moved:** Stacy                      **Seconded:** Waite

*That the question be now put.*

**CARRIED 8/0**

**RESOLUTION:                      2007-067**

**Moved:** George                      **Seconded:** Rackemann

*That Council:*

1. *endorse the use of the documents included at Attachments 10.2.1a and 10.2.1b, for public notice and consultation on the future directions for commercial and industrial development of Leeman; and*
2. *agree that the method of giving public notice of the proposals be limited to notice in the local newsletters, notice as part of general information mailed to residents and electors and by planning notice signage in strategic localities.*

**CARRIED 7/1**

**Cr Eaton requested his vote against be recorded**

**Attachment 10.2.1a****FUTURE COMMERCIAL AND INDUSTRIAL AREAS FOR LEEMAN****Background**

In Scheme report document adopted by Council with Town Planning Scheme No 2 in 2001 it was indicated that the locality of the current Commercial Zone is better suited for tourist type development due to its close proximity to the ocean.

Further given the need to provide appropriate land reservation to support the further development of Leeman and promote local economic growth it is considered appropriate that the reservation of at least the undeveloped portions of this land for tourist development is appropriate. This locality is marked as site 1 on plan.

In relation to the existing developed lots any consideration of rezoning to another use will need to be subject of negotiation with the existing landholders, options for development could be Tourist Accommodation, Mixed Use (a blend of residential and commercial uses), or Residential. It is clear however the retention of some of this area for Commercial Uses that would compliment Tourist Development - eg. Café, Restaurant, Souvenirs. This locality is marked as site 2 on plan.

**What is the Objectives of the Tourist Accommodation, Commercial and Industrial Zones?**

The Town Planning Scheme provides the following objectives for the respective zones:

**Commercial Zone:** To provide retail shopping, office and commercial development, and social, recreational, and community activities servicing the town as a whole.

**Tourist Accommodation Zone:** To provide for tourist development and uses associated with tourist development, including retailing and service facilities, where such facilities are an integral part of the development and are of a scale appropriate to the needs of the development.

**Industrial Zone:** to provide for manufacturing industry, the storage and distribution of goods and associated uses, which by their nature of their operations should be separated from residential areas

A copy of the Zoning Table from Council's Town Planning Scheme showing all the zonings under the scheme and the planning approval requirements of respective uses is attached. If fuller detail is required, the full content of the Town Planning Scheme is available on the Council's Website - [www.coorow.wa.gov.au](http://www.coorow.wa.gov.au)

**Structural Issues addressed in attached plan**

**Further Residential Development:** It was considered that in the short to medium term the residential development of Leeman will be to the South and West of Indian Ocean Drive. However in the longer term this development will expand to the East of Indian Ocean Drive (shown on attached Plan), before further expansion of Town Site Boundaries is likely.

**Widening of Indian Ocean Drive Road Reserve:** Expansion of the Road Reserve from 30 to 50m is allowed for on the attached plan and is indicated as Road

Reserve Widening. This has been allowed for on the east side of the existing road reserve as it impinges on other structures the least.

**Catchment of Existing Sewerage Pump Pit South of Town:** this is indicated on the attached plan and has been deduced from the distance the sewer extends to service other parts of the town.

**What will be the site for further Commercial Land Development in Leeman?**

Council has considered a number of localities in its consideration of the options for future Commercial Development. A Broad Summary of those considerations is detailed with the preferred site being the site as indicated as site 4.

**Proposed New Commercial Area (site 4):-** this is indicated by the number “4” on the attached plan. Whilst this is located over the other side of Indian Ocean Drive from the existing extent of Residential Land Development in the longer term it will become more central to land development. This development with direct road access onto Indian Ocean Drive will assist in achieving a reduction of the speed limit on Indian Ocean Drive through town.

The Area shown on the plan for future Commercial is approximately 5ha, with the dotted squares on the site indicating the area that would be occupied by a building of approx 7,900m<sup>2</sup>. The land area shown should meet Leeman’s medium to long term requirements for Commercial Land.

**Existing Roadhouse (site 3):** the area round here was proposed for wider commercial development, but it has now been discounted for this purpose as it is considered too small for accommodate the longer term growth needs of a commercial area. The Council however accepts a need to plan for the expansion of the existing Roadhouse. The attached plan indicates an extension of the existing site some 40m North. With this additional land it will be possible to configure the site with angled access to bowsers as is now the practice for larger fuel outlet sites.

**Expansion of Industrial Area (sites 5A & 5B):** A number of options are canvassed in the proposals.

Area 5A will be zoned “Light Industry” rather than the current “Industrial” zoning applied to the area. Under this zoning uses that would prevent the development of residential up to the buffer shown on the plan would be prevented.

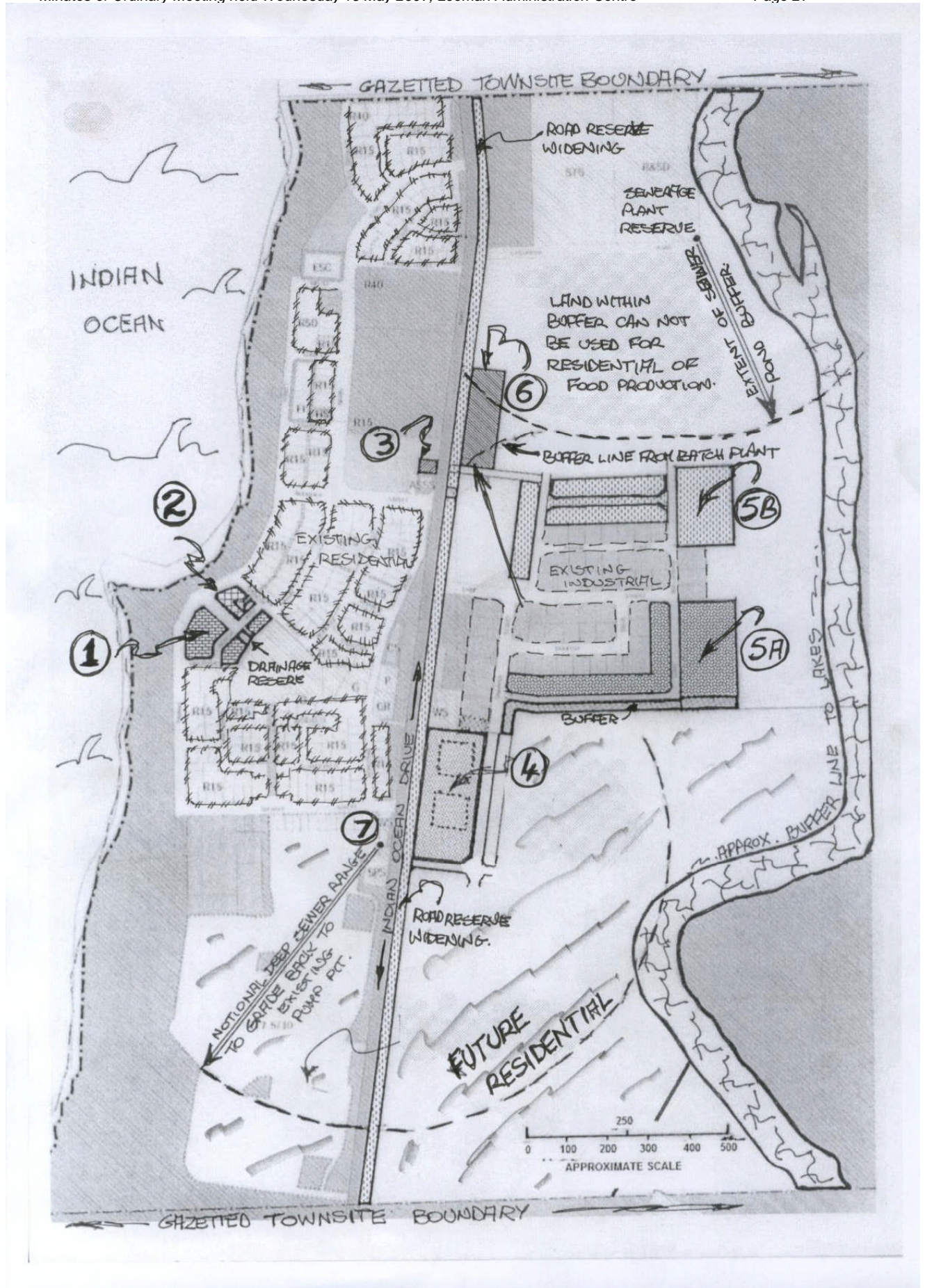
Area 5B would likely also be Light Industry, however alternate zoning could be considered to allow more potentially noxious used to be located to the east. This would be the preferred future location of the Concrete batching plant if it were to be relocated.

Larger lots are proposed to the east of the existing Industrial Area to allow for development that may require larger allotments such as transport depots, earthmoving contractors or the like.

**Alternate Roadhouse Site or further Commercial Development (Site 6):** The land to the North of the Existing Industrial Area is impacted on by buffers required to the Waste Water Treatment Plant, the previous use of part of the area for refuse disposal and existing Industrial Uses. These impediments limit the uses to which this land can be put. In the very long term the industrial area can extend into this area, however an area fronting Indian Ocean Drive of around 2.4ha has been identified as having potential for Commercial or Roadhouse Development.

**Land South of Thomas Street and West of Indian Ocean Drive (Site 7):-** this site was also considered for the possibility for future Commercial Development, but was dismissed as inappropriate. It was considered better that this land be reserved for Residential Development as is provided for in its current zoning.





**TABLE 1: Zoning Table**

ZONES*								
Use Classes	Residential	Commercial	Industrial	Tourist Accom	Rural	Rural Residential	Places Public Assembly	Private Clubs & Institutions
Aged Persons Hostel	D	X	X	A	D	D	D	X
Agriculture Intensive	X	X	X	X	A	X	X	X
Animal Establishment	X	X	X	X	P	D	X	X
Aquaculture	A	X	D	D	P	A	X	X
Caravan Park	X	A	X	P	D	D	X	X
Caretaker's Dwelling	P	D	D	D	D	D	D	D
Carpark	A	D	D	D	D	D	D	D
Civic Use	X	D	X	X	X	X	P	P
Consulting Room	A	P	D	X	A	A	X	D
Dog Kennels	X	X	A	X	A	A	X	X
Dry Cleaning Premises	X	A	A	X	X	X	X	X
Dwelling	P	X	X	D	P	P	X	X
Educational Establishment	A	D	D	X	A	A	D	D
Fast Food Outlet	X	P	D	A	X	X	X	X
Fish Shop	X	P	D	A	X	X	X	X
Fuel Depot	X	X	A	X	X	X	X	X
Funeral Parlour	X	P	D	X	A	X	X	X
Health Club	X	P	X	A	X	A	X	D
Home Occupation	D	X	X	X	D	D	X	X
Hospital	X	A	X	X	A	X	X	X
Hotel	X	A	X	A	A	X	X	X
Industry Cottage	A	P	P	A	A	A	X	X
Industry Extractive	X	X	X	X	A	X	X	X
Industry General	X	X	P	X	X	X	X	X
Industry Hazardous	X	X	A	X	A	X	X	X
Industry Light	X	X	P	X	A	X	X	X
Industry Rural	X	X	P	X	D	A	X	X
Industry Service	X	D	P	X	A	X	X	X
Milk Depot	X	P	A	X	A	X	X	X
Motel	X	A	X	P	A	X	X	X
Motor Vehicle Repair	X	A	P	X	A	X	X	X
Motor Vehicle Wrecking	X	X	D	X	X	X	X	X

Use Classes	Residential	Commercial	Industrial	Tourist Accom	Rural	Rural Residential	Places Public Assembly	Private Clubs & Institutions
Office	X	P	A	A	A	A	D	D
Place of Worship	A	D	X	X	A	A	P	D
Public Utility	X	D	P	D	D	D	D	D
Reception Centre	X	P	X	D	A	A	D	D
Recreation Private	X	P	D	D	A	A	D	P
Restaurant	A	P	X	P	A	A	X	A
Rural Pursuit	X	X	X	X	P	D	X	X
Service Station	X	P	D	X	A	X	X	X
Shop	X	P	D	A	A	X	X	D
Showroom	X	P	P	X	X	X	X	X
Stables	X	X	X	X	P	D	X	X
Trade Display	X	P	P	X	X	A	D	D
Transport Depot	X	A	P	X	A	X	X	X
Veterinary Centre	X	D	D	X	A	A	X	X
Zoological Gardens	X	X	X	A	D	A	X	X

‘P’ means that the use is permitted by the Scheme providing the use complies with the relevant development standards and the requirements of the Scheme;

‘D’ means that the use is not permitted unless the local government has exercised its discretion by granting planning approval;

‘A’ means that the use is not permitted unless the local government has exercised its discretion by granting planning approval after giving special notice in accordance with clause 9.4;

‘X’ means a use that is not permitted by the Scheme.



## **PROPOSED ADVERT/PUBLIC NOTICE**

### **FUTURE COMMERCIAL AND INDUSTRIAL AREAS FOR LEEMAN**

#### **PUBLIC COMMENT IS INVITED**

The Council has been examining the directions for the future development of Leeman, and as part of that process has prepared proposals for the location of Future Commercial and Industrial Development in Leeman. Previous proposals that have been the subject of public submission have addressed other development proposals for Leeman, but have looked at it in a more immediate sense.

The current document seeks to address the strategic allocation for land, particularly for future Industrial and Commercial Development in the immediate and longer-term, however by necessity it also (on a cursory level) proposes the lands for residential development into the longer term.

Specifically, the proposals address:

- The provision of land for near and longer-term Commercial Development
- Directions and considerations for the expansion of Industrial Land
- The need to allow for the expansion of the existing Roadhouse
- The Strategic reservation of the existing undeveloped Commercial Land for Tourist Accommodation
- Discussion of the possible future land zonings/uses for the developed portion of the existing Commercial Zone.

#### **What should submissions address**

Submissions should address the proposals as outlined in the report and seek to present reasoned argument as to why one or other aspect of the proposals is or is not considered appropriate for the longer term development of Leeman.

Submissions can also seek to point out any matters that it is believed may have been overlooked in the consideration of the matter or further matters that should be considered, with the aim of achieving appropriate outcomes for the future development of Leeman.

A report addressing the above matter is available for inspection at the Offices of the Shire of Coorow, on the Shire of Coorow website ([www.coorow.wa.gov.au](http://www.coorow.wa.gov.au)), or can be provided in electronic form by e-mail on request.

**SUBMISSIONS SHOULD BE IN WRITING AND BE RECEIVED BY JULY, FRIDAY 27, 2007**

**Should you have any queries in respect to this matter or wish to discuss any the proposal contained therein please contact Mr John Randall at the Leeman Office of the Shire on 9953 1388, Fax 9952 1377 or e-mail on [johnr@coorow.wa.gov.au](mailto:johnr@coorow.wa.gov.au)**

**10.2.2 LEASE RENEWAL - LOT 490 TAMARISK STREET, LEEMAN**

<b>NAME OF APPLICANT:</b>	Government Employees Housing Authority
<b>LOCATION</b>	Lot 490 Tamarisk Street, Leeman
<b>AUTHOR</b>	John Randall
<b>DISCLOSURE OF INTEREST</b>	Nil
<b>DATE OF REPORT</b>	9 May 2007
<b>ATTACHMENT</b>	10.2.2 Copy of Proposed Lease
<b>FILE</b>	LMN Lot 490

**SUMMARY:**

**Council is to consider a lease agreement of Lot 490 Tamarisk Street, Leeman to the Government Employees Housing Authority (GEHA) for a rent of \$330 per week, with annual CPI adjustment for a period of 3 years with an option to renew for another three years commencing 22 April 2006.**

**BACKGROUND:**

The lease on the above premises expired last year and reverted to a periodic tenancy since that time.

The lease rental at expiry was \$150 per week, and was increased to \$230.00 per week when lease expired in April 2006. GEHA has been seeking to secure a further lease on the premises since that time, and we have continued to seek a market or above return for Council for the Lease of the premises.

The current lease arrangement has been permitted by the Department of Housing and Works.

**COMMENT:**

When the lease rental of \$330 was agreed to, it was believed that the best achievable rent under current market conditions for a house of this age in its locality had been achieved. Further, the level of rent arrived at would support Council's position for seeking a substantial increase in the return on the lease on the other property which is currently leased by GEHA, the lease for which will be expiring in the next 2-14 months.

**STATUTORY ENVIRONMENT:**

Section 3.58 of the Local Government Act and Regulation 30 of the Functions and General Regulations applies. The transaction is exempt from the application as the disposition of the land is to the State.

**Local Government Act (1996)****3.58. Disposing of property**

- (1) In this section —  
“Dispose” includes to sell, lease or otherwise dispose of, whether absolutely or not;  
“Property” includes the whole or any part of the interest of a local government in property but does not include money.
- (2) Except as stated in this section, a local government can only dispose of property to —
  - (a) the highest bidder at public auction; or
  - (b) the person who at public tender called by the local government makes what is, in the opinion of the local government, the most acceptable tender, whether or not it is the highest tender.
- (3) A local government can dispose of property other than under subsection (2) if, before agreeing to dispose of the property —
  - (a) it gives local public notice of the proposed disposition—
    - (i) describing the property concerned;
    - (ii) giving details of the proposed disposition; and
    - (iii) inviting submissions to be made to the local government before a date to be specified in the notice, being a date not less than 2 weeks after the notice is first given;and
  - (b) it considers any submissions made to it before the date specified in the notice and, if its decision is made by the council or a committee, the decision and the reasons for it are recorded in the minutes of the meeting at which the decision was made.
- (4) The details of a proposed disposition that are required by subsection (3)(a)(ii) include —
  - (a) the names of all other parties concerned;
  - (b) the consideration to be received by the local government for the disposition; and
  - (c) the market value of the disposition as ascertained by a valuation carried out not more than 6 months before the proposed disposition.
- (5) This Section does not apply to —
  - (a) a disposition of land under section 29 or 29B of the Public Works Act 1902;
  - (b) a disposition of property in the course of carrying on a trading undertaking as defined in section 3.59;
  - (c) anything that the local government provides to a particular person, for a fee or otherwise, in the performance of a function that it has under any written law; or
  - (d) any other disposition that is excluded by regulations from the application of this section.

**Local Government (Functions and General) Regulations**

## Regulation 30 of the Functions and General Regulations

30. Dispositions of property to which Section 3.58 of Act does not apply
- (1) A disposition that is described in this regulation as an exempt disposition is excluded from the application of Section 3.58 of the Act.
- (2) disposition of land is an exempt disposition if a—
- (a) the land is disposed of to an owner of adjoining land (in this paragraph called “**the transferee**”) and —
- (i) its market value is less than \$5 000; and
- (ii) the local government does not consider that ownership of the land would be of significant benefit to anyone other than the transferee;
- (b) the land is disposed of to a body, whether incorporated or not —
- (i) the objects of which are of a charitable, benevolent, religious, cultural, educational, recreational, sporting or other like nature; and
- (ii) the members of which are not entitled or permitted to receive any pecuniary profit from the body’s transactions;
- (C) The land is disposed of to—
- (i) the Crown in right of the State or the Commonwealth;
- (ii) A department, agency, or instrumentality of the crown in right of the state or the commonwealth; or
- (iii) another local government or a regional local government;
- (d) it is the leasing of land to an employee of the local government for use as the employee’s residence;
- (e) it is the leasing of land for a period of less than 2 years during all or any of which time the lease does not give the lessee the exclusive use of the land;
- (f) it is the leasing of land to a “medical practitioner” (as defined in section 3 of the Medical Act 1894) to be used for carrying on his or her medical practice; or
- (g) it is the leasing of residential property to a person.
- (2a) A disposition of property is an exempt disposition if the property is disposed of within 6 months after it has been —
- (a) put out to the highest bidder at public auction, in accordance with section 3.58(2)(a) of the Act, but either no bid is made or any bid made does not reach a reserve price fixed by the local government;
- (b) the subject of a public tender process called by the local government, in accordance with section 3.5 8(2)(b) of the Act, but either no tender is received or any tender received is unacceptable; or
- (c) the subject of Statewide public notice under section 3.59(4), and if the business plan referred to in that notice described the property concerned and gave details of the proposed disposition including —

- (i) the names of all other parties concerned;
  - (ii) the consideration to be received by the local government for the disposition; and
  - (iii) the market value of the disposition as ascertained by a valuation carried out not more than 12 months before the proposed disposition.
- (2b) Details (see section 3.58(4) of the Act) of a disposition of property under subregulation (2a) must be made available for public inspection for at least 12 months from the initial auction or tender, as the case requires.
- (3) A disposition of property other than land is an exempt disposition if —
  - (a) its market value is less than \$20 000; or
  - (b) it is disposed of as part of the consideration for other property that the local government is acquiring for a consideration the total value of which is not more, or worth more, than \$50 000.

#### **FINANCIAL IMPLICATIONS:**

The new lease rental should leave a surplus over costs associated with longer term maintenance and refurbishment costs.

In the case of this particular property surplus monies from the lease are restricted to uses approved permitted under the Deed of Agreement with the Commonwealth Government. Application will be made for surplus monies to be able to be applied to Community Housing projects

#### **POLICY IMPLICATIONS:**

Nil.

#### **STRATEGIC IMPLICATIONS:**

Nil.

#### **VOTING REQUIREMENTS:**

Simple Majority.

#### **OFFICER RECOMMENDATION:**

That Council:

1. accept the renewal of the Lease of Lot 490 Tamarisk Street, Leeman under the terms as included at Attachment 10.3.2; and
2. authorize the CEO and Shire President to affix the Common Seal onto the lease included at Attachment 10.3.2 for Lot 490 Tamarisk Street, Leeman.

**RESOLUTION:**                      **2007-068**

**Moved:** McDonald

**Seconded:** O'Callaghan

*That Council:*

1.    *accept the renewal of the Lease of Lot 490 Tamarisk Street, Leeman under the terms as included at Attachment 10.3.2; and*
2.    *authorize the CEO and Shire President to affix the Common Seal onto the lease included at Attachment 10.3.2 for Lot 490 Tamarisk Street, Leeman.*

**CARRIED 8/0**

**THIS LEASE** is made the 5<sup>th</sup> April 2007

**BETWEEN**

**HOUSING AUTHORITY** (formerly known as Government Employees Housing Authority under the Government Employees Housing Authority Act 1964) of 99 Plain Street, East Perth, Western Australia ("**the Lessee**")

**AND**

The person or persons named in Item 1 of the Schedule ("**the Lessor**")

**RECITALS**

- A. The Lessor is or is entitled to become the owner of the Leased Premises.
- B. The Lessor has agreed to lease and the Lessee has agreed to take on lease the Leased Premises on and subject to the terms and conditions of this Lease.

**OPERATIVE PART**

**THE PARTIES AGREE** as follows:

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Lease unless inconsistent with the context or the subject matter:

**"Acts"** includes all acts and statutes (State or Federal) and all regulations by-laws requisitions or orders made under any Act from time to time by any governmental or other public body or authority;

**"Commencement Date"** means the date set out in Item 2 of the Schedule;

**"CPI"** means the Consumer Price Index average of all capital cities, all categories;

**"Further Term"** means each further term specified in Item 8 of the Schedule;

**"Insured Risks"** means fire, explosion, earthquake, aircraft, riot, civil commotion, flood, lightning, storm, tempest, Act of God, fusion, smoke, rainwater, water leakage, impact by vehicles, machinery breakdown, vandalism, malicious acts or omissions, and any other event, which a prudent insured usually, insures against in the circumstances;

**"Lease"** means the lease;

**"Leased Premises"** means the property described in Item 3 of the Schedule together with all buildings and improvements thereon and all Lessor's chattels (if any) referred to in Item 4 of the Schedule;



**“Lessee’s Covenants”** means the covenants agreements and obligations contained or implied in this Lease on the part of the Lessee to be observed and performed;

**“Party”** depending on the context means the Lessor or the Lessee and **“Parties”** means both of them;

**“Rent”** means the annual rent payable to the Lessor as set out in Item 5 of the Schedule and as varied from time to time in accordance with this Lease;

**“Rent Review Date”** means the date or dates set out in Item 7 of the Schedule;

**“Term”** means the term set out in Item 6 of the Schedule including where the context permits, any period of holding over and any Further Term;

**“Valuer”** means a registered valuer who is a full member of the Western Australian Division of the Australian Institute of Valuers and Land Economists (Inc.) and who is qualified as a valuer of premises similar to the Leased Premises.

### **Interpretation**

In this Lease unless inconsistent with the context or subject matter:

- (a) a reference to any Party includes a reference to that Party's successors or personal representatives (as the case may be) transferees and assignees;
- (b) a reference to a statute, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them occurring at any time before or after the date of this Lease;
- (c) words importing any gender include each other gender;
- (d) the singular number includes the plural and vice versa;
- (e) any agreement, obligation, representation or warranty on the part of more than one person binds those persons jointly and each of them severally;
- (f) a “person” includes a corporation or an authority and vice versa;
- (g) a reference to a professional body include a successor to or substitute for that body;
- (h) except in the Schedule, headings are inserted for ease of reference only and shall be disregarded in the interpretation or construction of this Lease;
- (i) a clause means a clause of this Lease;
- (j) no rule of construction applies to the disadvantage of a Party because that Party was responsible for the preparation of this Lease or any part of it.

## **2. GRANT OF LEASE**

The Lessor leases to the Lessee and the Lessee takes on lease the Leased Premises for the Term from the Commencement Date at the Rent and on and subject to the terms of this Lease.

## **3. COVENANTS BY LESSEE**

The Lessee COVENANTS with the Lessor as follows:

### **3.1 Pay Rent**

To pay to the Lessor the Rent monthly in advance.

### **3.2 Pay Water, Electricity and Gas Consumption Charges**

To pay and discharge during the Term in respect of the Leased Premises and within fourteen (14) days of receipt of any written notice from the Lessor calling upon it to do so water, electricity and gas consumed on the Leased Premises and all meter rentals but only if the Lessor becomes liable to pay the same in the event of any non-payment of the same by the Lessee or any of the tenants of the Lessee. Notwithstanding anything in this clause, if the Lessor fails to provide to the Lessee, or to some other person nominated by the Lessee in writing, an account for water, electricity or gas consumed at the Leased Premises which is payable by the Lessee pursuant to this clause within two months of the date of that account, the Lessee shall not be liable to pay for the water, electricity or gas consumption charges (as the case may be) in that account.

### **3.3 Alterations and Improvements**

Not to erect or build or cause to be erected or built on the Leased Premises any buildings or improvements or to make any alterations or improvements to the buildings and any other improvements on the Leased Premises without the approval in writing of the Lessor first had and obtained and then only in strict accordance with plans and specifications first approved by the Lessor PROVIDED THAT the Lessor's consent under this clause shall not be required for any improvements alterations or additions to the Leased Premises or to any buildings or improvements thereon made by the Lessee in the ordinary course of managing operating repairing and maintaining the Leased Premises as residential premises leased out by the Lessee to its own tenants.

### **3.4 Noise, Vibration etc.**

Not without the previous written consent of the Lessor do or permit to be done any act or thing which causes unreasonable noise, vibration, structural stress in respect of any building erection or improvement located at or near the Leased Premises noxious fumes or otherwise interferes with the health comfort and well-being of other persons.

### **3.5 Comply with Acts**



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- (a) Subject to paragraph (b), the Lessee shall comply on time with all lawful requirements and orders of any government or other public authority and with all Acts applying to the Leased Premises and the use and occupation of the Leased Premises.
- (b) The Lessee need not carry out or pay for work of a structural nature in complying with the requirements and orders of an authority or any Acts, (including without limitation those relating to the underground cabling of power to the Leased Premises), except works necessary to repair structural defects caused by the negligent or unlawful acts or omissions of the Lessee or its sub tenants.

### **3.6 Report to Lessor**

That upon becoming aware of any defect breakage or fault ("damage") in respect of the Leased Premises including without limitation any fixtures thereon or therein and which is otherwise not the responsibility of the Lessor under this Lease to repair or rectify the Lessee shall (so far as the Lessee is liable under this Lease) take all reasonable measures to remedy and rectify the damage and minimise any harmful consequences caused thereby AND IF the damage is of a major structural nature the Lessee shall promptly notify the Lessor as to the existence and extent of such major structural damage.

### **3.7 Lessor's Right of Entry upon Leased Premises**

To permit the Lessor by its agents and employees with or without workmen and others at all reasonable times with the giving of reasonable notice and subject to the same restrictions on entry placed on landlords under the provisions of the Residential Tenancies Act 1987 to enter upon and inspect the condition of the Leased Premises and forthwith (so far as the Lessee is liable) to execute all repairs and works required to be done by written notice given by the Lessor provided always that if the Lessee does not within fourteen (14) days after service of such notice commence and proceed diligently with the execution of the repairs and works mentioned in such notice it will be lawful for the Lessor by its employees and agents to enter upon the Leased Premises and execute such repairs and works and the cost thereof shall be a debt due from the Lessee to the Lessor and be immediately recoverable by action in a court of competent jurisdiction.

### **3.8 Use of the Leased Premises**

To use the Leased Premises for the provision of rental accommodation under the Housing Authority Act 1964, and not to use the Leased Premises for any other purpose without the prior written consent of the Lessor.

### **3.9 To Repair and Replace**

- (a) Subject to paragraph (b), at all times during the Term at its own cost and expense to keep and maintain:
  - (i) the Leased Premises well cleansed and drained and in good sanitary

- (ii) all buildings fences doors windows locks gates and other improvements fixtures and fittings now or hereafter comprising the Leased Premises in good tenantable repair and condition;
- (iii) all chattels belonging to the Lessor located in on or comprising part of the Leased Premises in good and substantial repair order and condition and to promptly replace those chattels belonging to the Lessor which have been lost or are or have become unserviceable or worn or damaged beyond repair due to any negligent or unlawful act or omission of the Lessee or any of its sub tenants;

having regard to the condition of the Leased Premises and any Lessor's chattels therein at the commencement of the Term and PROVIDED THAT the Lessee is not obliged to repaint and/or to redecorate including re-carpeting the Leased Premises at the end of the Term.

- (b) Nothing under paragraph (a) above requires the Lessee to maintain replace or repair in respect of:
  - (i) fair wear and tear;
  - (ii) maintenance, repairs and replacements the necessity for which are not due to any negligent or unlawful act or omission of the Lessee or any of its sub-tenants;
  - (iii) damage caused by any Insured Risks, unless the insurance monies are rendered irrecoverable by an act or omission of the Lessee or its sub tenants; or
  - (iv) structural damage or defects not caused by a negligent or unlawful act or omission of the Lessee or its sub-tenants.
- (c) At all times during the Term at the Lessee's own cost and expense to keep and maintain the garden, lawns, lawn edges, hedges, shrubs and trees by watering them regularly and adequately, by keeping the grounds clean, tidy and free from rubbish and keeping the lawns and flowerbeds free from weeds. Furthermore the Lessee is not to cut down or remove any trees or shrubs without the Lessor's permission and to be responsible for the replacement of any trees or shrubs that die on account of the Lessee's negligence.

### 3.10 Pest Control

To take all reasonable precautions to keep the Leased Premises free from rodents, vermin, insects pests, birds and animals.



Not to use or permit or suffer any lavatory, toilet, sink, drain or other plumbing facility ("Facility") in the Leased Premises for any purpose other than that for which it is constructed or provided, and any damage caused by misuse of a Facility is to be made good by and at the cost of the Lessee without delay.

### **3.12 Not to Obstruct or Cause Nuisance**

Not to do or leave undone any act matter or thing whereby a nuisance or anything in the nature of or which may be deemed to be a nuisance by any local or public authority body or person within the meaning of any Acts may exist arise or continue upon or in connection with the Leased Premises or any business carried on upon it or the use or occupancy of it and immediately to abate any such nuisance or alleged nuisance and to carry out and comply with all the provisions of all such Acts and of every requisition and order of any local or other public authority in reference thereto.

### **3.13 Pay Lessor's Expenses in relation to Lessee's Covenants**

To pay to the Lessor on demand all reasonable sums of money which the Lessor may at any time and from time to time pay or expend or be called upon to pay in or about or in connection with performing discharging or executing any requisition or works or abating any nuisance or alleged nuisance referred to in this Lease and which contrary to the Lessee's Covenants the Lessee neglects or fails to perform discharge or execute and to pay the same to the Lessor notwithstanding that by any Acts the Lessor is liable alone or jointly with others or jointly with the Lessee and others to pay for the same or any part thereof.

### **3.14 Pay Lessor's Costs**

- (a) Each Party shall bear its own legal fees of and incidental to the negotiation preparation execution and stamping of this Lease and all counterparts thereof.
- (b) The Lessee shall pay:
  - (i) all stamp duty (if any) assessed on this Lease;
  - (ii) to the Lessor on demand by it all legal costs charges and expenses reasonably and properly incurred for which the Lessor shall become liable in consequence of or in connection with any default by the Lessee in performing or observing any Lessee's Covenants including (without limitation) all costs charges and expenses solicitors costs and surveyors fees reasonably and properly incurred by the Lessor for the purposes of or incidental to the preparation and service of a notice under Section 81 of the Property Law Act 1969 requiring the Lessee to remedy a breach of the Lessee's Covenants notwithstanding forfeiture for such breach shall be avoided otherwise than by relief granted by the Court; and
  - (iii) any registration fees involved in registering the Lease, if the Lessee elects that the Lease be executed in registrable form and registered.



### **3.15 Indemnity**

At all times to release and indemnify and keep indemnified the Lessor its employees and agents against:

- (a) all damage to any property of the Lessor caused by or arising out of or in relation to the use by the Lessee or any of its workmen agents licensees sub-tenants or invitees of the Leased Premises; and
- (b) all actions suits demands claims and costs which may be made at any time or times by any person arising out of or in relation to or incidental to the use by the Lessee or any of its employees workmen agents licensees sub-tenants or invitees;

TO THE EXTENT that any damage action suit demand claim or cost has been caused or contributed to by any negligent or other unlawful act or omission of the Lessee or any of its employees workmen agents licensees sub-tenants and invitees of the Leased Premises.

### **3.16 Public Liability Insurance**

To insure in an amount of not less than TEN MILLION DOLLARS (\$10,000,000.00) in respect of any one claim or such greater amount as the Lessor at any time and from time to time after notice to the Lessee may reasonably require in an insurance office approved by the Lessor (such approval not to be unreasonably withheld) in respect of all indemnities referred to in clause 3.15 and produce or cause to be produced to the Lessor a copy of the relevant policy or policies of insurance and its certificate of currency AND if the Lessee fails to effect and maintain any such policy the Lessor may effect and maintain any such policy and any amount so paid by the Lessor shall be payable by the Lessee to the Lessor on demand.

### **3.17 Not to Invalidate Insurance**

Not to do or permit or suffer to be done in or about the Leased Premises any act or thing whereby any policy of insurance referred to in this Lease may become void or voidable or whereby the rate of premium may be increased. This clause only applies if, before such act or thing is done, the Lessor has provided to the Lessee a true, complete and up-to-date copy of the insurance policy.

### **3.18 Not to Overload**

Not to do or permit or suffer to be done upon the Leased Premises anything which might result in excessive stress, strain, or floor loading to the Leased Premises.

### **3.19 To Yield Up**

At the expiration or sooner determination of the Term to yield up the Leased Premises in such state of repair and condition as shall be consistent with the proper performance by the Lessee of the Lessee's Covenants.



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### **3.20 Assignment and Subletting**

- (a) Subject to paragraph (b), not to assign or otherwise part with possession of the Leased Premises or any part thereof at law or in equity (except to the State of Western Australia or any department, agency, instrumentality or statutory corporation which is an agent of the Crown in right of the State of Western Australia).
- (b) The Lessee shall be free at any time without reference to the Lessor to sub-let any residential property or properties forming part of the Leased Premises to any person or persons for the purpose of residential accommodation at such rents and on such terms and conditions as the Lessee shall determine PROVIDED THAT the covenants and agreements on the part of any sub-tenant shall be deemed to be supplementary to the Lessee's Covenants and shall not in any way relieve or be deemed to relieve the Lessee from liability to comply with any of the Lessee's Covenants.

### **3.21 To Remove Lessee's Fittings**

- (a) At or prior to the termination of the Term to take remove and carry away from the Leased Premises all signs, fixtures, fittings, plant, equipment or other articles in or upon the Leased Premises in the nature of trade or tenant's fixtures owned by the Lessee or brought upon the Leased Premises by or on behalf of the Lessee or by any of its sub-tenants and the Lessee shall on such removal forthwith make good to the reasonable satisfaction of the Lessor any damage which may be occasioned by such removal.
- (b) All tenant's fixtures not so removed in accordance with paragraph (a) above at the termination of the Lease or within thirty (30) days of such termination shall at the option of the Lessor become the property of the Lessor (without any entitlement or right on the part of the Lessee to be compensated therefor) and may be stored or disposed of by the Lessor as it thinks fit and the cost incurred by the Lessor in the storage and disposal of those fixtures shall be a debt due by the Lessee to the Lessor upon demand.
- (c) The Lessee's obligation to observe and perform the obligations under paragraph (a) shall survive the expiration or other termination of this Lease.

## **4 COVENANTS BY LESSOR**

The Lessor covenants with the Lessee as follows:

### **4.1 Peaceful Occupation**

That the Lessee paying the Rent and observing and performing the Lessee's Covenants may peaceably hold and enjoy the Leased Premises during the Term or any extension thereof without any interruption or disturbance by the Lessor or any person rightfully claiming under



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or in trust for the Lessor.

#### **4.2 To Pay Rates and Taxes**

To pay and discharge on the due date for payment thereof all municipal rates and charges (including but not limited to rubbish removal charges); water and sewerage rates and charges; land tax and metropolitan region improvement tax and all other rates taxes charges and assessments of any kind which now or during the Term are assessed and charged upon or in respect of the Leased Premises.

#### **4.3 Lessor's Insurance**

- (a) To insure and keep insured the erections buildings and improvements now or at any time during the Term on or comprising the Leased Premises against loss or damage by the Insured Risks, including but not limited to damage or destruction of the plate glass windows screens mirrors doors fences and other parts of such erections buildings and improvements for the full replacement cost.
- (b) The insurance under paragraph (a) must be effected by the Lessor with a reputable and substantial insurer in the joint names of the Lessor and the Lessee for their respective rights and interests and the Lessor must prior to the due date for payment pay all premiums and other costs of such insurance.
- (c) All moneys recovered in respect of the insurance under this sub-clause shall be immediately expended by the Lessor in repairing rebuilding or reinstating the Leased Premises or any part thereof so damaged or destroyed and, subject to clause 3.15 the Lessor must make up any deficiency out of the Lessor's own funds.

#### **4.4 Lessor's Repair and Other Obligations**

- (a) The Lessor must at all times at its own cost and expense, promptly and in a proper and workmanlike manner:
  - (i) effect and carry out all repairs, maintenance, replacements and structural works to the Leased Premises and to all fixtures fittings chattels and appurtenances therein including without limitation equipment for heating and cooling the Leased Premises; ovens and stoves; hot water systems including solar powered units; underground reticulation; all plumbing, sewerage and drainage pipes and equipment, as required under this Lease;
  - (ii) comply with the requirements of any Acts and all orders and regulations thereunder and with the requirements of any government or statutory authority as they affect the Leased Premises;
  - (iii) remedy all defects in any building comprising the Leased Premises which result from faulty design, supervision construction or materials;



unless the Lessee is required to perform the maintenance, repairs, structural works or requirements under this Lease.

- (b) Without limiting the generality of paragraph (a), the Lessor must at all times at its own cost and expense promptly replace all broken and damaged glass in the windows and doors of any building comprising the Leased Premises including plate glass, unless payment of any insurance moneys in respect of such breakage or damage is irrecoverable due to the act or default of the Lessee or its sub-tenants.

#### **4.5 Standard Repair Policy**

- (a) The Lessor must carry out all "Emergency", "Priority" and "Routine" maintenance and repairs to the Leased Premises (which for the purposes of this clause shall without limitation include all fixtures fittings chattels and appurtenances therein and all equipment for heating and cooling the Leased Premises; ovens and stoves; hot water systems including solar powered units; underground and aboveground reticulation and all plumbing, sewerage and drainage pipes and equipment) in accordance with and as those terms are defined or otherwise referred to in the current "Emergency and Priority Maintenance Policy" of the HOUSING AUTHORITY, a copy of which is attached to this Lease and marked as "Annexure A", as if the Lessor was referred to as Housing Authority under that policy document.
- (b) Unless otherwise stated under the policy document referred to in paragraph (a), for the purposes of this Lease:
  - (j) "Routine" maintenance and repairs shall mean all maintenance and repairs which are not "Emergency" or "Priority" maintenance and repairs; and
  - (ii) the Lessor must carry out all Routine maintenance and repairs to the Leased Premises within 10 calendar days of the Lessor being requested to do so by the Lessee.
- (c) If at any time during the Term:
  - (i) the Lessee formulates its own standard maintenance and repair policy to apply generally to residential premises leased by the Lessee as tenant ("the New Maintenance Policy");
  - (ii) provides the Lessor with a copy of the New Maintenance Policy; and
  - (iii) gives notice to the Lessor that the New Maintenance Policy is intended to apply to the Leased Premises;

then, as from the later of the dates that the events under sub-paragraphs (ii) and (iii) occurs:

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- (iv) the Emergency and Priority Maintenance Policy referred to in Annexure A of this Lease will cease to apply to the Leased Premises; and
- (v) the Lessor must comply with the provisions of the New Maintenance Policy in relation to the Leased Premises.
- (d) All maintenance, repairs and replacements to be carried out by the Lessor in accordance with this clause shall be at the cost and expense of the Lessor unless the necessity for such maintenance, repairs and replacements are due to any negligent or unlawful act or omission of the Lessee or any of its sub-tenants.
- (e) If any part of this clause is inconsistent with any other provisions of this Lease, the provisions of this clause will prevail.

#### **4.6 Consent of Mortgagee**

If:

- (a) the Leased Premises or any part thereof is at the date of this Lease or subsequently becomes subject to a mortgage, charge or other encumbrance; and
- (b) this Lease would otherwise not be binding upon the mortgagee, chargee or encumbrancee;

the Lessor must at its own expense and without delay obtain the unconditional consent in writing to this Lease from the mortgagee, chargee or encumbrancee.

#### **4.7 Inspections by Lessor**

The Lessor (or its managing agent) must inspect the Leased Premises at least bi-annually and provide the Lessee with a written Property Condition Report as to the condition of the Leased Premises promptly following each inspection.

#### **4.8 Entry by Lessor upon Leased Premises**

The Lessor covenants and agrees that it, and its agents, employees and contractors, will not exercise a right conferred upon them by this Lease (including, without limitation, by clause 3.7 and clause 4.7) or the *Residential Tenancies Act 1987* to enter upon the Leased Premises unless the Lessee, or some other person authorised by the Lessee on their behalf, is present at the Leased Premises at the time of entry, unless and except if the Lessor (acting reasonably) cannot agree with the Lessee within a period of seven days from requesting entry a suitable time for such entry, or the Lessee is not present at the Premises at a time which has been previously agreed by written communication (including facsimile or email provided it is received by the Lessee) between the Lessor and the Lessee for such entry.

#### **4.9 Government Housing**

- (a) The Lessor covenants and agrees that if:



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- (i) he, she or they; or
- (ii) their spouse, de-facto partner or any other person with whom they cohabitate,  
  
(collectively "the Occupiers") is, or at any time during the Term becomes, a government employee and, in the opinion of the Lessee, the Occupiers may have reasonably resided in the Leased Premises, the Occupiers (or any of them) will not be eligible for subsidised government housing in:
  - (iii) the town in which the Leased Premises are located; or
  - (iv) the area which is within a radius of 50 km of the Leased Premises,  
  
("the Town").
- (b) The Lessor agrees that if the Occupiers (or any of them) is, or at any time during the Term becomes, a government employee and, in the opinion of the Lessee, the Occupiers may have reasonably resided in the Leased Premises, the Lessor will be in breach of this Lease if the Occupiers (or any of them):
  - (i) continues to occupy subsidised government housing in the Town; or
  - (ii) makes an application to a government department or the Lessee for subsidised government housing in the Town; or
  - (iii) commences to occupy subsidised government housing in the Town.
- (c) The Lessor acknowledges and agrees that if they are in breach of this Lease pursuant to clause 4.9(b) above, the Lessee may (without limiting any other rights or remedies which the Lessee may have) immediately terminate this Lease by written notice to the Lessor.

#### **4.10 Water, Electricity and Gas Consumption Accounts**

- (a) Without limiting clauses 3.2 and 4.10(b), the Lessor must provide to the Lessee all accounts for water, electricity and gas consumed at the Leased Premises which are payable by the Lessee pursuant to this Lease on a timely basis.
- (b) The Lessor agrees that the Lessee may, and authorizes the Lessee to, arrange with the Water Corporation to directly receive all accounts for water consumed at the Leased Premises during the Term of this Lease, and the Lessor acknowledges that this arrangement will supersede any existing billing arrangement for water consumption which is in place as at the Commencement Date.
- (c) The Lessor covenants and agrees that they will be solely responsible for the payment of all rental service and maintenance fees and charges associated with the supply of gas to the Leased Premises.

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## **5. MUTUAL COVENANTS**

The Parties MUTUALLY AGREE AND DECLARE as follows:

### **5.1 Default by Lessee**

(a) If during the Term:

- (i) the Rent reserved by this Lease has fallen due and is not paid within twenty eight (28) days after written demand for the same from the Lessor to the Lessee;
- (ii) the Lessee fails to comply with a notice given in accordance with Section 81(1) of the Property Law Act 1969 in respect of a breach of any Lessee's Covenants (other than the covenant to pay Rent) within the time specified in such notice (being not less than 28 days); or
- (iii) the interest of the Lessee under this Lease is attached or taken in the execution of any legal process;

then the Lessor and the Lessee expressly acknowledge and agree that in respect of each such occurrence described in sub-paragraphs (i), (ii) and (iii) above the Lessee will be deemed to have committed an Operative Default for the purposes of paragraph (b) of this clause.

(b) If the Lessee commits an Operative Default then unless the Lessor has expressly waived the Operative Default by notice in writing to the Lessee and without limiting any right or remedy the Lessor has by operation of law or equity the Lessor may at its option:

- (i) without any prior demand or notice re-enter and take possession of the Leased Premises (and eject the Lessee and all other persons therefrom) and thereby terminate the Lease;
- (ii) by notice in writing to the Lessee terminate the Term and from the date of giving such notice the Lease will be terminated absolutely.

### **5.2 Default by Lessor**

(a) If during the Term:

- (i) the Lessor fails to comply with any of its obligations to repair and maintain the Leased Premises and all fixtures and fittings therein in accordance with its obligations under clauses 4.4 and 4.5; and
- (ii) the breach continues for 14 days after service of a notice by the Lessee on the Lessor requiring the Lessor to remedy the breach;



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the Lessee may by further written notice to the Lessor determine the Lease without compensation or other liability whereupon as from the date of termination the Lessee will be released from all future obligations under the Lease.

- (b) Termination under this clause however is without prejudice to the rights of the Lessor and the Lessee for any prior breach.

### **5.3 Abatement of Rent**

If during the Term all or a part of the Leased Premises is destroyed or damaged so as to render it unfit for occupation or use, then (unless the destruction or damage was caused by any negligent or other unlawful act or omission of the Lessee or any of its employees agents contractors or sub-tenants or any insurance policy in respect of that property has been forfeited or vitiated or payment of any policy moneys refused in consequence of any act or default of the Lessee or any of its agents employees contractors or sub-tenants) the Lessor shall forego its entitlement to a portion of Rent (being a portion which is fair and just having regard to the nature and extent of that damage or destruction) for the period from when the property (or a part thereof) was destroyed or damaged to when it is fully reinstated and made fit for occupation and use.

### **5.4 Termination on Damage or Destruction**

If:

- (a) the Leased Premises or any part thereof is damaged or destroyed so that the whole or a substantial part of the Leased Premises is unfit for use by the Lessee; and
- (b) the Leased Premises is not rebuilt or reinstated within three (3) months of the Lessor being requested in writing by the Lessee to do so;

the Lessee may terminate this Lease without compensation or other liability by a further notice to the Lessor.

### **5.5 Asbestos and Hazardous Substances**

- (a) The Lessor warrants that no materials containing asbestos or any other hazardous substance exist in or upon the Leased Premises.
- (b) If any asbestos or other hazardous substance or Legionnaires disease bacteria is at any time discovered in or upon the Leased Premises and the presence of the asbestos or other hazardous substance is not attributable to the negligence of the Lessee:
  - (i) the Lessor must at its own expense promptly and in a safe manner remove or eradicate the asbestos, Legionnaires disease bacteria or other hazardous substance to the satisfaction of the Lessee; and
  - (ii) if the Lessee elects to vacate the Leased Premises until such time as the



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asbestos, Legionnaires disease bacteria or other hazardous substance is removed and the Leased Premises are rendered safe, from the time when the Lessee vacates the Leased Premises until the Leased Premises are again rendered safe, the Rent will abate in accordance with clause 5.3 as if the Leased Premises had been rendered wholly damaged or destroyed.

- (c) If the occupation and use of the Leased Premises by the Lessee has been rendered hazardous as a result of the presence of the asbestos or the Legionnaires disease bacteria or other hazardous substance and in the written opinion of an independent expert appointed by the Lessee the Leased Premises are unlikely to be rendered safe within three (3) months from the date of that opinion the Lessee may by fourteen (14) days notice in writing to the Lessor terminate this Lease but without prejudice to any rights or claims for damages which may have accrued to either Party prior to that termination and PROVIDED THAT the Lessee upon such termination is under no obligation to redecorate or restore the Leased Premises to its condition at the commencement of the Term.

#### **5.6 Pets**

The Lessee is entitled to keep pets on the Leased Premises as long as the pets are kept outdoors at all times.

#### **5.7 Holding Over**

If the Lessee holds the Leased Premises with the express or implied permission of the Lessor after the expiration or sooner determination of the Term the Lessee shall be deemed to hold the Leased Premises as a monthly tenant at a monthly Rent equal to the total of the Rent paid or payable by the Lessee for the last month of the Term preceding such termination and subject to all the covenants and conditions of this Lease so far as the same shall be applicable to a monthly tenancy and the tenancy so constituted may be terminated by one month's notice to quit given by either Party which notice may be given so as to expire at any time.

#### **5.8 Review of Rent**

- (a) On each Rent Review Date, the Lessor has the right to have the Rent reviewed in respect of the period from that Rent Review Date to the next Rent Review Date by serving a notice on the Lessee in accordance with clause 5.8(b), in which case the Rent payable in respect of the said period is to be agreed between the Parties or failing agreement is to be the annual Rent payable for the period immediately prior to the said Rent Review Date increased by:
  - (i) the percentage increase (if any) which shall have occurred in the CPI in the preceding 12 months ending on the last quarter day (being the last day of March, June, September or December, as the case may be) immediately preceding the date of the said Rent Review; or
  - (ii) two percent (2%),

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whichever is the greater.

- (b) In order to initiate a review of the Rent on a Rent Review Date, the Lessor is required to give to the Lessee a notice ("the Lessor's Notice") stating the Rent the Lessor proposes should be payable from that Rent Review Date ("the Proposed Rent") and the CPI figure calculated in accordance with clause 5.8(a)(i) for that Rent Review Date. If the Lessor fails to give a Lessor's Notice within 3 months of the Rent Review Date in accordance with this clause the Lessor's right to review the Rent for that year shall be forfeited.

#### **5.9 Option to Renew**

- (a) If:
  - (i) prior to the expiry of the Term this Lease has not been terminated; and
  - (ii) the Lessee at least one (1) month but not earlier than six (6) months prior to the expiry of the Term gives the Lessor notice to renew the Term for the Further Term;

the Lessor shall grant to the Lessee a lease of the Leased Premises for the Further Term at the Rent and on the terms and conditions of this Lease other than this right of renewal.

- (b) If the Lessee is granted a lease of the Leased Premises for the Further Term, the Parties will promptly sign a deed of extension of lease prepared by the Lessee's solicitors.
- (c) Each Party shall bear its own legal fees of and incidental to the preparation of any deed of extension.

#### **5.10 Application of Residential Tenancies Act 1987**

Except to the extent that any provision of the Residential Tenancies Act:

- (a) is lawfully permitted to be excluded modified or restricted by any term of this Lease; and
- (b) is expressly lawfully excluded modified or restricted by any term of this Lease; the provisions of the Residential Tenancies Act shall apply or be deemed to apply to this Lease irrespective of whether or not this Lease constitutes a "residential tenancy agreement" for the purposes of that Act, however if this Lease does not constitute a "residential tenancy agreement" for the purposes of the relevant Act, then only the provisions of Part IV of that Act will be deemed to apply to this Lease in such circumstance.

#### **5.11 Registration of Lease**



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If the Lessee in its discretion requires and elects that the Lease be registered, the Parties shall do everything necessary to cause the Lease to be prepared or amended so that it is in registrable form; the Parties shall execute (or if necessary re-execute) the Lease in registrable form and the Lessor shall cause the Lease to be registered without delay.

#### **5.12 Notices**

(a) A notice or other communication in connection with this Lease is to be made in writing and will be sufficiently served upon or delivered to the :

(i) **Lessee** if sent by pre-paid post addressed to The Director, Housing Authority (Government Regional Officers' Housing) , 99 Plain Street EAST PERTH, Western Australia, 6004;

(ii) **Lessor** if sent by pre-paid post addressed to the Lessor at its address appearing in this Lease;

or to any other substituted address as the recipient may have notified the sender in accordance with this clause.

(b) A notice sent by post shall be deemed to have been served at the time when in the ordinary course of post it would be delivered.

#### **5.13 Parties May Act by Agent**

Each act or thing which a Party is required or empowered to do under this Lease may be done by that Party or the representative, solicitor, agent, contractor or employee of that Party.

#### **5.14 No Waiver**

A payment by the Lessor of money or the performance by the Lessor of an obligation, direction or order which should be paid, performed or observed by the Lessee is not a waiver of a default or breach of the Lease and does not prevent the Lessor from exercising the Lessor's rights and powers notwithstanding any prior waiver, delay or neglect in exercising the Lessor's rights and powers and no demand or notice made or given will be waived by a subsequent payment, performance or observance.

#### **5.15 Variation of Lease**

This Lease may be varied only by written agreement between the Parties.



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**SCHEDULE**

**ITEM 1**

**Name and Address of Lessor:** Shire of Coorow  
PO Box 42  
Coorow WA 6515

**ITEM 2**

**Commencement Date:** 22.04.2006

**ITEM 3**

**The Leased Premises:** 11 Tamerisk Street, Leeman

**ITEM 4**

**The Lessor's Chattels (if any):**

**ITEM 5**

**Rent:** From the Commencement Date until varied, the Rent is \$17,160.00 per annum (payable at \$1430.00 per calendar month)

**ITEM 6**

**Term:** 3 Years

**ITEM 7**

**Rent Review Dates:** Every 12 months on the anniversary of the lease Commencement Date.

**ITEM 8**

**Further Term:** 3 year option

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**SIGNED** by )  
in the presence of: )

Witness (signature): .....  
Witness (name): .....  
Witness (occupation): .....  
Witness (address): .....

**SIGNED** by )  
in the presence of: )

Witness (signature): .....  
Witness (name): .....  
Witness (occupation): .....  
Witness (address): .....

**THE COMMON SEAL** of )  
\_\_\_\_\_ )  
(Company Name) )  
is fixed in accordance )  
with its articles of association )  
in the presence of: )

\_\_\_\_\_  
Signature of authorised person

\_\_\_\_\_  
Office held

\_\_\_\_\_  
Name of authorised person

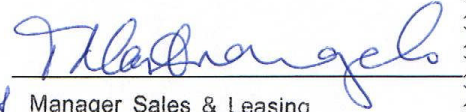
\_\_\_\_\_  
Signature of authorised person

\_\_\_\_\_  
Office held

\_\_\_\_\_  
Name of authorised person

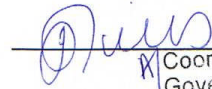
- 21 -

SIGNED by



Manager Sales & Leasing  
Government Regional Officers' Housing  
Office Held

in the presence of:



Coordinator Sales & Leasing  
Government Regional Officers' Housing  
Office Held

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## ANNEXURE A

### EMERGENCY, PRIORITY AND ROUTINE MAINTENANCE POLICY GUIDELINES

#### EMERGENCY MAINTENANCE

Items that fall within these criteria are to be attended to within three hours of the problem being reported. The items eligible for Emergency maintenance are as follows:

1. Electrical
  - No Power
  - Electric shocks, sparks etc
  - Stove - completely out of action
  - No lights (Not applicable to security lighting)
2. Gas
  - Gas leaks
  - Stove - completely out of action
3. Plumbing
  - Burst water pipes
  - Toilet pan - completely blocked
  - Septic tanks/soakwells – overflowing and causing a health hazard

#### PRIORITY MAINTENANCE

Items that fall within these criteria are to be attended to within forty eight hours of the problem being reported. The items eligible for Priority maintenance are as follows:

1. Electrical
  - Security Lighting - out of action
  - Hot water units - out of action
  - Stoves – where two or more parts are not working
  - Airconditioners – out of action
  - Room Heaters – completely out of action (Southern areas in winter only)
2. Gas
  - Hot water units – out of action
  - Stoves – where two or more parts are not working
  - Fault to regulator or pig tails (LPG)
  - Room Heaters – completely out of action (Southern areas in winter only)

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3. Plumbing

- Blocked waste pipe
- Soakwells – collapsed, ground subsiding, new lids
- Tap washers – running only not dripping
- Roof leaks – during wet season only
- Cracked or broken ped pan
- Airconditioners – out of action

4. Carpentry

- Faulty door locks – external only
- Roof leaks – during wet season only
- Broken window latches

4. Glazing

- Any broken (not Cracked) external glass

5. Tree Lopping

- Any dangerous situation posing a threat to person or property.

**ROUTINE MAINTENANCE**

Items that fall within these criteria are to be attended to within 10 calendar days of the problem being reported. The items eligible for Routine maintenance are all other maintenance not included in the above categories.

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ANNEXURE B

SPECIAL CONDITIONS

1. Annual Rent Reviews to be tied to the CPI or 2%, whichever is greater

**10.2.3 APPLICATION FOR 108M<sup>2</sup> SHED, LOT 531 ILLYARRIE STREET, LEEMAN**

<b>LOCATION</b>	Lot 531 Illyarie Street, Leeman
<b>AUTHOR</b>	John Randall
<b>DISCLOSURE OF INTEREST</b>	Nil
<b>DATE OF REPORT</b>	9 May 2007
<b>ATTACHMENT:</b>	10.2.3a Original Letter of Application 10.2.3b Original Site Plan 10.2.3c Withdrawal of Objection
<b>FILE:</b>	LMN 531

**SUMMARY:**

**Council is to reconsider this matter following the withdrawl of the objection to the development after a Directions Hearings in the State Administrative Tribunal (SAT).**

**BACKGROUND:**

Directions Hearings of the SAT are principally a formal conciliation process to determine if matters can be resolved without having to be heard in formal session by the SAT and by their nature they explore areas that may result a resolution that is acceptable to both parties.

Council would recall this matter from the February 2007 Ordinary Meeting of Council. Council resolved the following:

**RESOLUTION:** 2007-016

Moved: McDonald Seconded: Rackemann

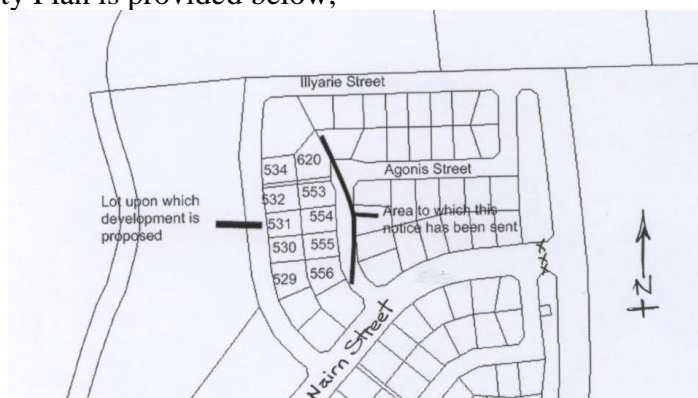
That Council issue planning approval for the development of a shed at Lot 531 Illyarrie Street, Leeman subject to the following conditions:

1. 4m wall height and 4.6m maximum apex height;
2. total built area not exceeding 13% of the lot area; and
3. that the shed be located so that it longest wall is at least 1.6m back from the property boundary.

CARRIED 8/0

Information presented at the time included the following and Attachments 10.2.3a and 10.2.3b.

A locality Plan is provided below;



Two responses were received in response to the public notice given. One objecting to the proposal (owner of Lot 531 Agonis Street) the other indicating no objection to the proposal (owner of Lot 531 Agonis Street).

The objection however was received 5 days after advertised time for comment. I attach a copy of the notice given for Council information. The date was set to allow in postal transit (posted 11/1/07). The comment has been received within 7 days of close date therefore should probably be accepted (if allowance is given for return postal transmission)

No details of the reasons for objection were provided with the objection lodged despite clear request to provide such detail. On telephone contact I was advised that the primary reason for the objection was the height of the shed, however issues such as questioning the appropriateness of its overall size in a residential area were also canvassed.

Council should note that the Town Planning Scheme Provides that planning approval for a shed on residential property is only required if the overall height of the shed exceeds 4m or the shed area exceeds 72m<sup>2</sup>.

The applicant has also now asked for a review of his application to allow 1m extra in width as he has realised that backing the vehicles he proposes to store in the shed will be a difficult proposition with little or not room for error or for that matter service access around the vehicle (calculated to 100mm each side at the shed opening and leaving only around 100mm at the sides of the boat and caravan + around 400 between them in the centre.

Two issues therefore need Council consideration, the objection and the request to increase the size of the shed to 7m x 18m = 126m<sup>2</sup> (or 14.82% site coverage).

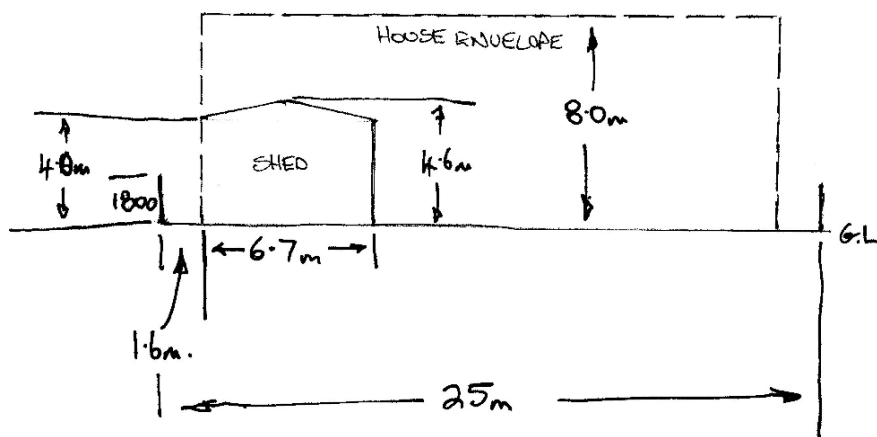
#### THE OBJECTION

The person objecting owns the property to the North-East rear of the property

Whilst the height of the shed proposed is higher than normally can expected within a residential area it is only around 400 higher at the wall, 600 higher at the apex greater than the TPS permits without planning approval.



If the objection is based on the perception that some potential for view may be lost it is difficult to support as neither the R-codes or the Town Planning Scheme limit the extent to which the main house may occupy the width of a block, and for that width, the TPS will allow a house up to 8m overall height, it remains that the potential exists for a house to be built to within 1.5m of the boundary of a block to an overall height of 8m (being the overall height limit imposed in the TPS). Whilst the probability of this occurring is low current building design rules would permit it.



As a result the only corridors upon which any line of view can be counted on is on the setback of buildings from the side boundaries. The required setback for a wall of 18m length with no major opening is 1.6m unless a variation is granted. The plan that was circulated indicated the shed on a 1m setback line (Original plan is attached)

In addition it should be noted that the block concerned is for a significant part elevated by the existence of a limestone ridge approximately 1m above the level of lot 513 Illyarie Street. Whilst this does not actually dictate what height development will be on this block, it can be assumed, at least to a certain level, that when a house is developed on this block it will likely be in an elevated position in relation to the shed, and therefore the shed stature will have lesser impact as a result.

To maximally protect any rights to a view from a block located to the NE of Lot 531 Illyarie the Council approve the shed size conditionally on a 1.6m boundary setback as required for the height and length of wall proposed by the R-codes unless a variation is granted. This may result in some inconvenience to the proponent or maybe a need to vary the house design, (eg the lift located on the Northern limits of the house) but would certainly be achievable.

It should be noted that the effect of the sheds overall stature is also somewhat ameliorate by the elevation of development on the properties facing Agonis Street and the fact that it will be located between two, two storey buildings.

In conclusion if the shed is at a 1.6m setback, the effect will be to protect what ever view rights may exist along this corridor.

### THE REQUEST TO INCREASE THE WIDTH OF THE SHED

If the request were granted without any reduction of other shed dimensions the shed area would increase 18m<sup>2</sup> to cover 14.82% of the block.

In previous reports to Council I have indicated that for low density development I have never really regretted approval of sheds up to 12 to 13% of the block area. This request if granted would certainly push that limit.

Whilst it is true that for R15 Development 50% site coverage is permitted (the house with the shed at 14.82% site coverage would still only occupy a total of 31% of the block) I still feel a certain amount of discomfort in exceeding a notional 13% limit

In saying this if the house were redesigned to incorporate the shed as an integral, architectural component this matter would not be subject to any planning consideration (subject to the overall development meeting broad aesthetic objectives).

In terms of the length required of the shed it has been indicated the longest item is a boat trailer and landcruiser that when hitched together is 16m in length, if an allowance of 0.5m was allowed for frame and minimal clearance it would indicate the shed length need only be around 16.5m. At this length the shed width could increase to 16.7m without having shed area exceed 13 % of the lot or only exceeding it by a very minimal amount.

What is the difference between a shed occupying 14.82% of a block as to a shed only occupying only 13% of a blocks area?

Certainly I can not quantify in any real sense how it would affect the amenity of the locality, the reason I baulk is that there needs to be some upward limit. A limit after which a person wanting to achieve certain objectives need to take a more detailed and architectural approach to a problem, rather than just building a shed for the purpose

### COMMENT:

As the matter related to the exercise of a discretion under the Town Planning Scheme the applicant had a right of appeal to have the matter heard by SAT.

The appeal documents indicated that they wished to have SAT overturn the Council Resolution 2007-016, and allow the shed to be built closer to the boundary than 1.6m and to have a shed of 18m length and 6.5 width with 4m wall height approved (117m<sup>2</sup> or 13.76% of the lot area).

The original planning application sought approval for a 18m x 6m shed (108m<sup>2</sup> or 12.7% of lot area). They subsequently varied this request and sought approval for a 18m x 7m shed (126m<sup>2</sup> or 14.8% of lot area).

As the objection played a role in determining the final resolution of Council the matter of the substance and applicability of the objection has been the main subject of discussion at the directions hearings. A hearing was held by phone in March and was adjourned to allow the proponent to contact the objector to discuss his development.

Subsequent to this contact the objection was withdrawn. The complaint withdrawal is included at Attachment 10.2.3c.

The appellant has found that undergoing the appeal process is preferable to altering his house design.

Once an appeal has been lodged Council can only further consider a matter with the approval of SAT. This approval was obtained at a directions hearing held 7 May 2007.

It is open to Council to:

1. reaffirm its previous decision;
2. vary its original decision; or
3. come to an entirely new decision.

The decision of Council in resolution 2007-016 had three parts:

1. the shed is not to exceed 4m wall height and 4.6m maximum apex height;
2. total built area the shed is not to exceed 13% of the lot area; and
3. the shed be located so that its longest wall is at least 1.6m back from the property boundary.

Part 1 of Council's decision is not the subject of appeal. Parts 2 and 3 are the subject of appeal.

In relation to Part 2 the appellant has indicated verbally that they are happy with the 13% of lot area maximum size despite the appeal documents indicating their desire to achieve a shed of 18m x 6.5m = 117m<sup>2</sup>, or 13.76% of the lot area. This decision actually permits the shed width to be 6.14m wide whilst maintaining a length of 18m.

In relation to Part 3, given the above the appellant will be satisfied with the 1m setback originally proposed.

It now seems that the objection lodged was not a hard objection, despite contact being made to ensure that they in fact intended to object, and given that the reasoning presented for requiring a 1.6m setback was in a significant part a response to the objection, then it would be reasonable to now allow the shed to be built on a 1m setback now that the objection has been withdrawn.

**STATUTORY ENVIRONMENT:**

Planning and Development Act

Town Planning Scheme No 2

State Administrative Tribunal Act section 31 is as follows

**31. Tribunal may invite decision-maker to reconsider**

- (1) At any stage of a proceeding for the review of a reviewable decision, the Tribunal may invite the decision-maker to reconsider the decision.
- (2) Upon being invited by the Tribunal to reconsider the reviewable decision, the decision-maker may —
  - (a) affirm the decision;
  - (b) vary the decision; or
  - (c) set aside the decision and substitute its new decision.
- (3) If the decision-maker varies the decision or sets it aside and substitutes a new decision, unless the proceeding for a review is withdrawn it is taken to be for the review of the decision as varied or the substituted decision.

The rescission motion to incorporated in this items needs to conform with the requirements of Regulation 10 of the Local Government Administration Regulations (shown Below):

**Local Government Act 1995 (Administration) Regulations 1996****10. Revoking or changing decisions made at council or committee meetings**

- (1) If a decision has been made at a council or a committee meeting then any motion to revoke or change the decision must be supported -
  - (a) in the case where an attempt to revoke or change the decision had been made within the previous 3 months but had failed, by an absolute majority; or
  - (b) in any other case, by at least  $\frac{1}{3}$  of the number of offices (whether vacant or not) of members of the council or committee, inclusive of the mover.
- (1a) Notice of a motion to revoke or change a decision referred to in subregulation (1) is to be signed by members of the council or committee numbering at least  $\frac{1}{3}$  of the number of offices (whether vacant or not) of members of the council or committee, inclusive of the mover.
- (2) If a decision has been made at a council or a committee meeting then any decision to revoke or change the first-mentioned decision must be made -
  - (a) in the case where the decision to be revoked or changed was required to be made by an absolute majority or by a special majority, by that kind of majority; or
  - (b) in any other case, by an absolute majority.
- (3) This regulation does not apply to the change of a decision unless the effect of the change would be that the decision would be revoked or would become substantially different.

**STRATEGIC IMPLICATIONS:**

Nil

**POLICY IMPLICATION:**

Nil.

**FINANCIAL IMPLICATIONS:**

Nil.

**VOTING REQUIREMENTS:**

Varying voting requirements are required for each officer Recommendation.

Recommendation 1 – One third of Council

Recommendation 2 – Absolute Majority

Recommendation 3 – Simple Majority

**OFFICER RECOMMENDATION 1:**

That Council allow the introduction of a rescission motion to allow the rescission of resolution 2007-016;

**OFFICER RECOMMENDATION 2:**

That Council rescind resolution 2007-016 as follows:

That Council issue planning approval for the development of a shed at Lot 531 Illyarrie Street, Leeman subject to the following conditions:

1. 4m wall height and 4.6m maximum apex height;
2. total built area not exceeding 13% of the lot area; and
3. that the shed be located so that its longest wall is at least 1.6m back from the property boundary.

**OFFICER RECOMMENDATION 3:**

That Council issue Planning approval for the development of a shed on Lot 531 Illyarrie Street, Leeman subject to the following conditions;

1. the maximum height of wall and apex is not to exceed 4m and 4.6m respectively;
2. the total area of the shed is not to exceed 13% of the 850m<sup>2</sup> lot area; and
3. the setback of the shed wall from the northern side boundary being 1m as indicated on submitted site development plan.

**RESOLUTION:                      2007-069**

**Moved:** Waite

**Seconded:** McDonald

*That Council allow the introduction of a rescission motion to allow the rescission of resolution 2007-016.*

**CARRIED 8/0**

**RESOLUTION:**                      **2007-070**

**Moved:** McDonald                      **Seconded:** Stacy

*That Council rescind resolution 2007-016.*

**CARRIED 8/0**  
**CARRIED BY ABSOLUTE MAJORITY**

**RESOLUTION:**                      **2007-071**

**Moved:** McDonald                      **Seconded:** Girando

*That Council issue Planning approval for the development of a shed on Lot 531 Illyarrie Street, Leeman subject to the following conditions;*

- 1. the maximum height of wall and apex is not to exceed 4m and 4.6m respectively;*
- 2. the total area of the shed is not to exceed 13% of the 850m<sup>2</sup> lot area; and*
- 3. the setback of the shed wall from the northern side boundary being 1m as indicated on submitted site development plan.*

**CARRIED 8/0**

## Attachment 10.2.3a

## Original Application Letter

Ron West

PO Box 239

Leeman

1 Dec 06

LEEMAN SHIRE MEETING.

DEAR SIRS,

I AM WRITING THIS LETTER AS AN ATTACHMENT TO A PROPOSED BUILDING THAT MY WIFE AND I WISH TO BUILD ON LOT 531 IN LEEMAN AS OUR RETIREMENT HOME.

BECAUSE THIS IS A RETIREMENT HOUSE IT WILL BE CRITICAL THAT IT MEETS CERTAIN GOALS FOR US TO BE ABLE TO MAKE IT WORK - SO MUCH SO IN FACT THAT ANY REDUCTION IN SHED STORAGE SPACE WOULD MAKE IT NOT VIABLE TO GO AHEAD WITH THIS PROJECT.

BEING OUR RETIREMENT HOUSE IT MUST BE ABLE TO HOUSE SECURITY AND AWAY FROM A HARD SAFTY ENVIRONMENT SOME RATHER EXPENSIVE PIECES OF EQUIPMENT THAT WILL ONLY JUST FIT INTO THE PROPOSED SIZE SHED FOR BOTH HEIGHT AND LENGTH. - LISTED BELOW IS THE EQUIPMENT TO BE STORED.

- (A) BOAT 7.8 metre centre cabin hard top - Overall length on trailer is 10 metre AND REQUIRES A DOOR OPENING HEIGHT OF 3.6 metre - THIS BOAT WILL ARRIVE AS SOON AS I HAVE TRESHED READY. PRICE \$10,000
- (B) HANDCRAWLER TO TOW BOAT 5.2 metre MAKING BOAT AND TRAILER HATCHED APPROX 16 metre.
- (C) WITHIN 5 YEARS WE INTEND TO PURCHASE AN OFF ROAD CARAVAN OUT OF QUEENSLAND called a "BUSHTRACKER" THIS CARAVAN WILL HAVE AN OVERALL LENGTH OF 7 metre and requires a door clearance height of 3.4 metre to clear



THE ROOF MOUNTED AIR CONDITIONER. - ESTIMATED COST \$109,000.

(D) TOW VEHICLE FOR CARAVAN - ISUZU HWD TRUCK - LENGTH OF TRUCK IS 6.5 metre AND HEIGHT IS 2.6 metre. - ESTIMATED COMPLETED COST \$90,000 - \$100,000  
TRUCK AND VAN HITCHED REQUIRES 14 metre length

AS YOU CAN SEE WITH THIS EQUIPMENT IN AN 18 metre shed I HAVE JUST ENOUGH ROOM LEFT TO PUT IN A SMALL WORKSHOP AND STORAGE AREA ALONG THE BACK OF THE SHED.

I BELIEVE THAT I HAVE REDUCED THIS SHED AS MUCH AS I CAN TO ACHIEVE WHAT I HAVE TO STORE IN IT. - I HAVE KEPT THE WIDTH DOWN TO 6 metre SO THAT IT DOESN'T LOOK TOO BIG FROM THE STREET - I AM PUTTING IT BETWEEN 2 DOUBLE STOREY HOUSES WITH A SHED ON ELEVATED LAND BEHIND IT SO AS IT WILL NOT LOOK TOO HIGH. BUT TO DO THIS I HAVE HAD TO GO LONGER AT 18 metre - I DO NOT BELIEVE THAT YOU WILL BE ABLE TO SEE THE LENGTH OF THE SHED IN ITS PROPOSED LOCATION.

ALTHOUGH I REALIZE THIS SHED IS ON THE LARGE SIZE I HAVE DONE THE BEST THAT I CAN TO MAKE IT BLEND IN - MY REASONS FOR NEEDING THIS SIZE ARE HONEST AND I THANK YOU FOR YOUR CONSIDERATION ON THIS MATTER I BELIEVE THAT THIS PROPOSED PROPERTY AND MY WIFE AND I WILL PROVE TO BE AN ASSET TO YOUR TOWN AND WE AWAIT YOUR APPROVAL SO THAT WE CAN GET STARTED ON OUR DREAM OF LIVING COMFORTABLY ON THE COAST.

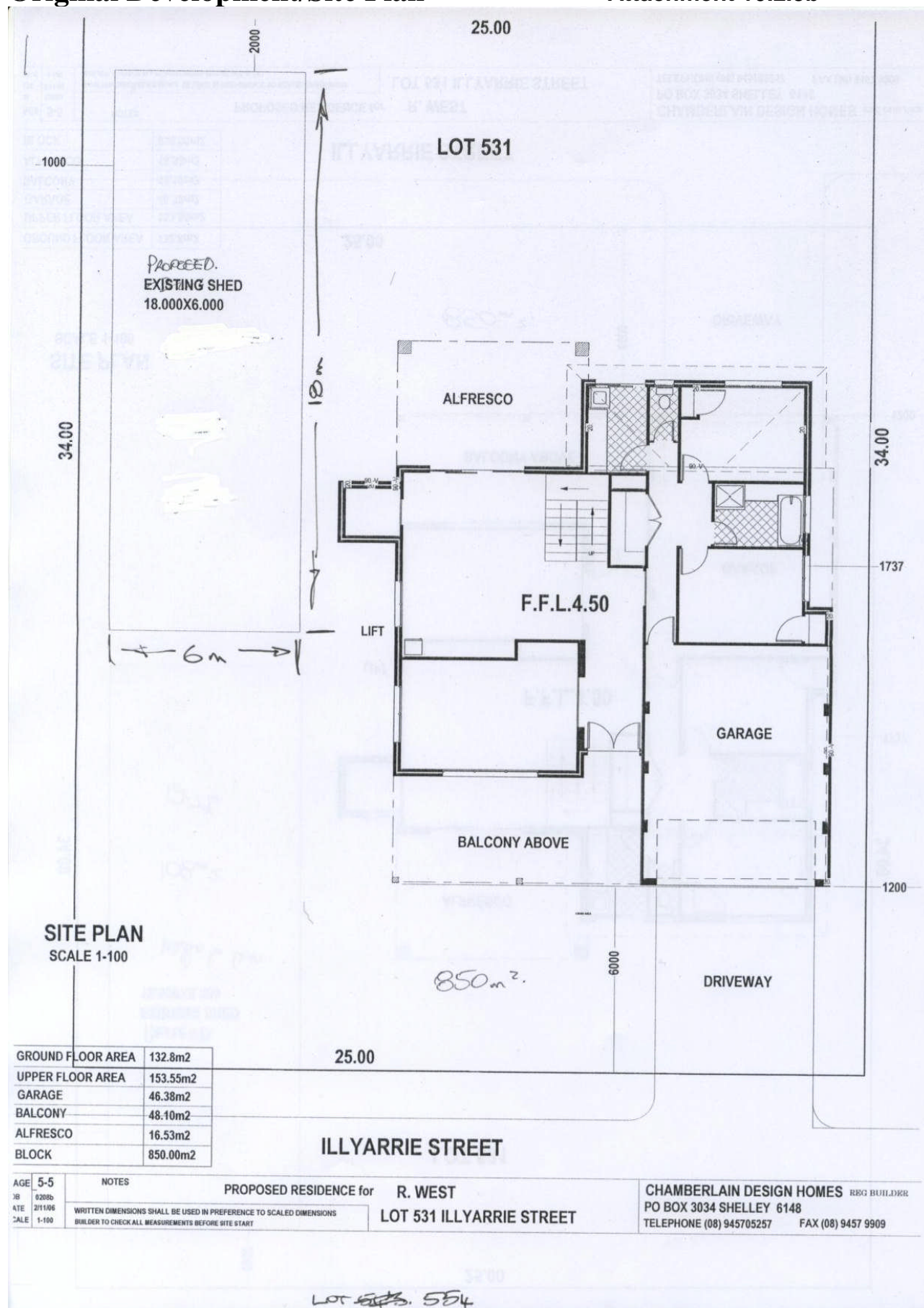
Yours Sincerely





## Original Development/Site Plan

## Attachment 10.2.3b



6 Saint Helena Way  
Iluka 6028  
Perth

John Randall  
Manager community development  
Coorow Shire

Dear John,

We the undersigned William Derek Rushton and Julie Rushton have no objections to the planned construction of a dwelling on lot 531 Iilyarie Street Leeman. The intended distance between the house and boundary fence is obviously required for access and construction purposes and we have no concerns in this regard.

After discussions with the intended occupiers we also withdraw our initial objection regarding the apex height of the shed.

Should you require confirmation of the above statement please feel free to contact us on the below numbers.

Yours sincerely

William D Rushton

Julie Rushton

(08) 93053404  
Mobile 0403984231  
rushton@e-wire.net.au

William D Rushton 19/4/07

Julie Rushton 19.4.07

**10.2.4 TOWN PLANNING SCHEME AMENDMENT 4**

<b>AUTHOR</b>	John Randall
<b>DISCLOSURE OF INTEREST</b>	Nil
<b>DATE OF REPORT</b>	9 May 2007
<b>FILE</b>	T9.4 Town Planning – Scheme Amendments

**SUMMARY:**

**Council is to consider amendments to Town Planning Scheme Amendment No 4 that are required by the WAPC before final approval for the amendment will be considered**

**BACKGROUND:**

Council first considered this matter at the October 2006 Ordinary Meeting of Council where the following was resolved:

**RESOLUTION:** 2006-228

Moved: O'Callaghan Seconded: Rackemann

That Council:

1. endorse the action of the Manager Community Development in incorporating minor amendments into the final public consultation document as detailed in the background section of the report;
2. accept the changes outlined in the background report as being necessary for the clarity of the amendment proposed;
3. in pursuance of section 7 of the Town Planning and Development Act, 1928 (as amended) amend Town Planning Scheme No 2 by:
  1. Modifying the Scheme Map by recoding Lots 58 and 59 Thomas Street, Leeman from Residential R50 to Residential R35
  2. Deleting the use class of "Dwelling" indicated in Table 1: Zoning Table comprised within Part 4 of the Scheme, and inserting the following into Table 1:

Use Classes	ZONES							
	Residential	Commercial	Industrial	Tourist Accom	Rural	Rural Residential	Places Public Assembly	Private Clubs & Institutions
Single Dwelling	P	X	X	D	P	P	X	X
Grouped Dwelling	D	X	X	D	D	D	X	X
Multiple Dwelling	D	X	X	D	X	X	X	X

3. Amend the Table of Contents by inserting Part 12 – Detailed Area Plans – Page 41, and re-number all subsequent entries and pages accordingly
4. Inserting a new part – Part 12 - Detailed Area Plans
  - 12.1 Detailed Area Plan May Be Required
    - 12.1.1 (a) The Council or the Commission may require a person to prepare and submit to the Council a Detailed Area Plan.  
(b) A Detailed Area Plan is to be consistent with the Scheme.
    - 12.1.2 A Detailed Area Plan shall be submitted to the Council in quadruplicate or such other quantity specified by the Council.
    - 12.1.3 A Detailed Area Plan is to relate to a particular lot or lots and may be prepared and submitted:
      - (a) to satisfy a condition of subdivision and/or planning approval;
      - (b) in place of an application for planning approval required to comply with Clause 2.3.3 of the Residential Design Codes; or
      - (c) for any other planning purpose.
  - 12.2 Matters that may be included in a Detailed Area Plan
    - 12.2.1 A Detailed Area Plan may include details as to:
      - (a) building envelopes and setbacks;
      - (b) distribution of land uses within a lot;
      - (c) private open space;
      - (d) services;
      - (e) vehicular access, parking, loading and unloading areas, storage yards and rubbish collection closures;
      - (f) the location, orientation and design of buildings and the space between buildings;
      - (g) advertising signs, lighting and fencing;
      - (h) landscaping, site and building levels and drainage;
      - (i) protection of sites of heritage, conservation, flora or environmental significance;
      - (j) special development controls and guidelines; and
      - (k) such other information considered relevant by the Council.
  - 12.3 Consideration of a Detailed Area Plan
    - 12.3.1 Upon submission of a Detailed Area Plan to Council for consideration the Council is to assess the Detailed Area Plan within sixty (60) days if advertising is not required and ninety (90) days if advertising is required, and:
      - (a) adopt the Detailed Area Plan with or without conditions and/or modifications which the Council may make or require the proponent to make; or
      - (b) refuse to approve the Detailed Area Plan.
    - 12.3.2 If within sixty (60) days if advertising is not required and ninety (90) days if advertising is required of receiving a Detailed Area Plan under subclause 12.3.1, or such longer period as may be agreed in writing between the proponent and the Council, the Council has not made one of the determinations referred to in subclause 12.3.1, the Council is deemed to have refused to approve the Detailed Area Plan.
    - 12.3.3 If the Council requires modifications under subclause 12.3.1(a), the proponent shall make the modifications in consultation with the

- Council and resubmit the Detailed Area Plan. The Council may make the modifications required under subclause 12.3.1(a).
- 12.3.4 Following approval by the Council and any modifications required by the Council under subclause 12.3.1(a) being made to the Detailed Area Plan where required, the Detailed Area Plan should be certified by an officer authorised by Council.
- 12.3.5 The Council should forward a copy of the Agreed Detailed Area Plan to the Commission within 14 days of certification of the Agreed Detailed Area Plan under subclause 12.3.1(a).
- 12.4 Public Notice of a Detailed Area Plan
- 12.4.1 The Council may at its discretion require a Detailed Area Plan to be advertised with or without conditions and/or modifications, prior to Council considering the Detailed Area Plan under Clause 12.3.1.
- 12.4.2 The Council may at its discretion require an Amendment to an Agreed Detailed Area Plan to be advertised with or without conditions and/or modifications, prior to Council considering the Amendment to the Agreed Detailed Area Plan under Clause 12.4.1.
- 12.4.3 Such publicity shall be undertaken by the proponent in accordance with the provisions of Clause 9.4 as may be directed by the Council.
- 12.5 Operation of a Certified Detailed Area Plan
- 12.5.1 A Certified Detailed Area Plan shall come into operation on the date it is certified under Clause 12.3.4.
- 12.5.2 Once the Detailed Area Plan has been approved by Council it should be used, with respect to the land subject to the Agreed Detailed Area Plan, as the basis for:
- (a) making recommendations to the Commission on subdivision applications;
  - (b) determining requests to clear a condition of subdivision approval; and
  - (c) determining applications for planning approval.
- 12.5.3 Once a detailed area plan has been approved by the Commission the Commission will give due consideration to the requirements of the Detailed Area Plan in relation to its decisions in respect of the development and/or sub-division of land.
- 12.5.4 Under an Detailed Area Plan:
- (a) the standards and requirements applicable to zones and R-Codes under the Scheme shall apply to the same extent to the areas having corresponding designations under the Agreed Detailed Area Plan; however notwithstanding the provisions of subparagraph (c), an Agreed Detailed Area Plan may by a clear statement of intent to do so, make provision for the design standards and requirements applicable to R-Codes and zones to be varied, and the design standard or requirement varied in that way shall apply within the area of the Agreed Detailed Area Plan, or any stipulated part of that area of the Agreed Detailed Area Plan;
  - (b) provisions duplicating or substantially to the same effect as any provisions of the Scheme shall have the same force and effect in



regard to the land in the Detailed Area Plan as if they were provisions of the Scheme;

(c) any other provision, standard or requirement in relation to the R-Codes and zones in the Agreed Detailed Area Plan shall be given the same force and effect as if it was a provision, standard or requirement of the Scheme, but subject to the provision of subclause 12.5.3(a) allowing for a specific variation to the design standards and requirements by a Detailed Area Plan, if there is any other inconsistency or conflict not addressed as an intended variation by the Agreed Detailed Area Plan, the provision, requirement or standard of the Scheme shall prevail.

12.6 Amendment or Revocation of an Agreed Detailed Area Plan

12.6.1 A detailed Area Plan may be amended provided the process of consideration of such amendment complies with the requirements of clauses 12.3.1, 12.3.2, 12.3.3, 12.3.4, & 12.3.5

12.6.2 The Council may revoke an Agreed Detailed Area Plan. Following the Council's decision to revoke an Agreed Detailed Area Plan, the Council should advise the Commission of its decision to revoke an Agreed Detailed Area Plan.

4. authorise the Shire President and CEO to affix the Common Seal onto the amendment documentation, and submit same for the final approval of the WAPC and the Minister of Planning and Infrastructure.

CARRIED 6/0

The amendment to 2006-228 was then considered at the April 2007 Ordinary Meeting of Council. At that time Council resolved:

**RESOLUTION:** 2007-056

Moved: Waite

Seconded: O'Callaghan

That this matter be deferred to the May 2007 Ordinary Meeting of Council.

CARRIED 5/0

This matter was deferred to allow for further investigation into group dwellings in rural areas.

**COMMENT:**

This matter was deferred from the April 2007 Ordinary Meeting of Council to allow further consideration of the appropriate wording for a clause.

The matters that need to be considered are as follows:

1. The deletion from the final scheme resolution any reference to re-zoning lot 58 & 59 Thomas Street, Leeman from R50 to R35;
2. The making of a grouped dwelling a not permitted use in the Rural Residential Zone;
3. Insertion of a clause that will clearly outline the development criteria for determining when grouped dwellings can be approved in the Rural Zone;

4. Relocation of the DAIP provisions from part 12 into part 5 of the Town Planning Scheme; and
5. Updating of the table of contents to reflect the scheme changes.

Items 1 and 2 are basically a given and whilst they could be argued, little point can be achieved from doing so.

Items 4 and 5 relate primarily to numbering issues that are addressed in the attached amended resolution. The contents table has also been extended to address all sub-headings within in each part.

Item 3 however does require the direct consideration of Council and was the item that caused the matter to be deferred from the last Council meeting

The report to the April Meeting of Council proposed the following clause to address Item 3:

## **5.16 RURAL AREAS**

### **5.16.1 Grouped Dwellings in the Rural Zone**

Council will not approve the establishment of a grouped dwelling in the Rural Zone unless it can be demonstrated by the applicant that an additional dwelling is required to support the operation of a use that is permitted within the Rural Zone

Any approval for the establishment of a grouped dwelling in the Rural Zone is to be provided with the notification that State Planning Policy indicates a general presumption against the sub-division of rural land, unless firm planning grounds for such a sub-division can be established

The second and subsequent dwellings in a group dwelling on a property in the Rural Zone are to be transportable, unless specific planning approval is obtained for an alternative.

Paragraphs 1 and 3 of the above were indicated to be of some concern to some Councillors. Unfortunately the issues of concern could not be raised prior to the day of the meeting and the time available was not sufficient for those concerns to be addressed. As a result the matter was deferred.

Paragraph 1 of the proposed clause was developed from clause 3.11 of the Shire of Greenough Town Planning Scheme which indicates that:

Except as provided in the Residential Planning Codes and the Zoning and Development Table, Council will refuse approval for the construction of more than one dwelling house per lot in any zone unless it is satisfied that the land is used for a bona fide broad-acre farming operation.

**COMMENT:**

Consideration of the form of clauses in other Town Planning Schemes has been made. Certainly whilst the wording varies substantially, they are generally prohibitive in the nature using phrases such as “will refuse or “shall not approve”

An alternate wording for part 1 of the proposed clause that addresses the concerns raised and hopefully will also be acceptable to the WA Planning Commission is given as follows:

The establishment of Grouped Dwellings in the Rural Zone will not be approved unless it can be demonstrated that the Grouped Dwellings are necessary or desirable for the continuation of a bona fide rural activity or for any other permitted use in the Rural Zone.

Comment will be sought from the Department of Planning and Infrastructure to check that this proposed alternate wording is acceptable to them.

In relation to part three of the proposed clause it was indicated that this provided excessive restriction on the options for dwelling design. This part of the clause only augments the overall development control.

If the clause became part of the Town Planning Scheme it would assist in preventing the existence of a second dwelling on a rural lot being used as a justification of a sub-division.

However, Council should note that even if the clause were deleted from the proposal something similar could be applied by the way of a condition of development approval. However such a condition could be the subject of appeal.

Alternatively if it remained, and an application requested a variation of the stated development requirement, any refusal could be appealed.

The inclusion or exclusion of part 3 of the suggested clause is not of sufficient import to warrant any significant argument one way or another, nor does the inclusion or exclusion significantly limit Council's options in approving this form of development.

The resolutions as presented in the recommendation uses the new wording for part 1 of the clause and deletes part three entirely.

**STATUTORY ENVIRONMENT:****Local Government Act 1995 (Administration) Regulations 1996****10. Revoking or changing decisions made at council or committee meetings**

- (1) If a decision has been made at a council or a committee meeting then any motion to revoke or change the decision must be supported -
  - (a) in the case where an attempt to revoke or change the decision had been made within the previous 3 months but had failed, by an absolute majority; or

- (b) in any other case, by at least  $\frac{1}{3}$  of the number of offices (whether vacant or not) of members of the council or committee, inclusive of the mover.
- (1a) Notice of a motion to revoke or change a decision referred to in subregulation (1) is to be signed by members of the council or committee numbering at least  $\frac{1}{3}$  of the number of offices (whether vacant or not) of members of the council or committee, inclusive of the mover.
- (2) If a decision has been made at a council or a committee meeting then any decision to revoke or change the first-mentioned decision must be made -
  - (a) in the case where the decision to be revoked or changed was required to be made by an absolute majority or by a special majority, by that kind of majority; or
  - (b) in any other case, by an absolute majority.
- (3) This regulation does not apply to the change of a decision unless the effect of the change would be that the decision would be revoked or would become substantially different.

**FINANCIAL IMPLICATIONS:**

Nil.

**POLICY IMPLICATION:**

Nil.

**STRATEGIC IMPLICATIONS:**

Nil.

**VOTING REQUIREMENTS:**

Varying voting requirements are required for each officer Recommendation.

Recommendation 1 – One third of Council

Recommendation 2 – Absolute Majority

Recommendation 3 – Simple Majority

**OFFICER RECOMMENDATION 1:**

That Council allow the introduction of a rescission motion to allow the rescission of Council Resolution 2006-228.

**OFFICER RECOMMENDATION 2:**

That Council rescind resolution of resolution 2006-228.

**OFFICER RECOMMENDATION 3:**

That:

1. Council endorse the actions of the Manager Community Development in incorporating minor amendments into the final public consultation document of Town Planning Scheme Amendment 4;
2. The Shire of Coorow under and by virtue of the powers conferred upon it by the Planning and Development Act 2005 (as amended), hereby amends the above Town Planning Scheme as follows:
  - a. Deleting the table of contents and substituting the following;

**TABLE OF CONTENTS****PART 1 - PRELIMINARY**

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  - SCHEDULE 9 - NOTICE OF DETERMINATION OF PLANNING APPROVAL**

- b. Deleting the use class of “Dwelling” indicated in Table 1: Zoning Table comprised within Part 4 of the Scheme, and inserting the following into Table 1:

Use Classes	ZONES							
	Residential	Commercial	Industrial	Tourist Accom	Rural	Rural Residential	Places Public Assembly	Private Clubs & Institutions
Dwelling - Single	P	X	X	D	P	P	X	X

Dwelling - Grouped	D	X	X	D	D	X	X	X
Dwelling - Multiple	D	X	X	D	X	X	X	X

- c. Inserting after clause 5.15 the following;

## **5.16 RURAL AREAS**

### **5.16.1 Grouped Dwellings in the Rural Zone**

- (a) The establishment of Grouped Dwellings in the Rural Zone will not be approved unless it can be demonstrated that the Grouped Dwellings are necessary or desirable for the continuation of a bona fide rural activity or for any other permitted in the Rural Zone.
- (b) Any approval for the establishment of a grouped dwelling in the Rural Zone is to be provided with the notification that State Planning Policy indicates a general presumption against the sub-division of rural land, unless firm planning grounds for such a sub-division can be established

- d. Inserting after clause 5.16 the following;

## **5.17 DETAILED AREA PLANS**

### **5.17.1 Detailed Area Plan May Be Required**

- (a) The Council or the Commission may require a person to prepare and submit to the Council a Detailed Area Plan.
- (b) A Detailed Area Plan is to be consistent with the Scheme.
- (c) A Detailed Area Plan shall be submitted to the Council in quadruplicate or such other quantity specified by the Council.
- (d) A Detailed Area Plan is to relate to a particular lot or lots and may be prepared and submitted:
  - (i) to satisfy a condition of subdivision and/or planning approval;
  - (ii) in place of an application for planning approval required to comply with Clause 2.3.3 of the Residential Design Codes; or

- (iii) for any other planning purpose.

#### 5.17.2 Matters that may be included in a Detailed Area Plan

A Detailed Area Plan may include details as to:

- (a) building envelopes and setbacks;
- (b) distribution of land uses within a lot;
- (c) private open space;
- (d) services;
- (e) vehicular access, parking, loading and unloading areas, storage yards and rubbish collection closures;
- (f) the location, orientation and design of buildings and the space between buildings;
- (g) advertising signs, lighting and fencing;
- (h) landscaping, site and building levels and drainage;
- (i) protection of sites of heritage, conservation, flora or environmental significance;
- (j) special development controls and guidelines; and
- (k) such other information considered relevant by the Council.

#### 5.17.3 Consideration of a Detailed Area Plan

- (a) Upon submission of a Detailed Area Plan to Council for consideration the Council is to assess the Detailed Area Plan within sixty (60) days if advertising is not required and ninety (90) days if advertising is required, and:
  - (i) adopt the Detailed Area Plan with or without conditions and/or modifications which the Council may make or require the proponent to make; or
  - (ii) refuse to approve the Detailed Area Plan.
- (b) If within sixty (60) days if advertising is not required and ninety (90) days if advertising is required of receiving a Detailed Area Plan under subclause (a), or such longer period as may be agreed in writing between the proponent and the Council, the Council has not made one of the determinations referred to in subclause (a), the Council is deemed to have refused to approve the Detailed Area Plan.

- (c) If the Council requires modifications under subclause (a) (i), the proponent shall make the modifications in consultation with the Council and resubmit the Detailed Area Plan. The Council may make the modifications required under subclause 12.3.1(a).
- (c) Following approval by the Council and any modifications required by the Council under subclause 12.3.1(a) being made to the Detailed Area Plan where required, the Detailed Area Plan should be certified by an officer authorised by Council.
- (d) A copy of the certified Detailed Area Plan is to be sent to the Commission for its adoption within 14 days of certification of the Detailed Area Plan, where such detailed area plans relates to or may have bearing on the subdivision of land.

#### 5.17.4 Public Notice of a Detailed Area Plan

- (a) The Council may at its discretion require a Detailed Area Plan to be advertised with or without conditions and/or modifications, prior to Council considering the Detailed Area Plan under Clause 12.3.1.
- (b) The Council may at its discretion require an Amendment to a Certified Detailed Area Plan to be advertised with or without conditions and/or modifications, prior to Council considering the Amendment to the Agreed Detailed Area Plan under Clause 12.4.1.
- (c) Such publicity shall be undertaken by the proponent in accordance with the provisions of Clause 9.4 as may be directed by the Council.

#### 5.17.5 Operation of a Certified Detailed Area Plan

- (a) A Certified Detailed Area Plan shall come into operation on the date it is certified under Clause 12.3.4.
- (b) Once a Detailed Area Plan has been approved by Council it shall be used, as the basis for:
  - (i) making recommendations to the Commission on subdivision applications;
  - (ii) determining requests to clear a condition of subdivision approval; and
  - (iii) determining applications for planning approval.



- (c) Once a detailed area plan has been approved by the Commission the Commission will give due consideration to the requirements of the Detailed Area Plan in relation to its decisions in respect of the development and/or sub-division of land.
- (d) Under a Detailed Area Plan:
  - (i) the standards and requirements applicable to zones and R-Codes under the Scheme shall apply to the same extent to the areas having corresponding designations under the Agreed Detailed Area Plan; however notwithstanding the provisions of subparagraph (c), an Agreed Detailed Area Plan may by a clear statement of intent to do so, make provision for the design standards and requirements applicable to R-Codes and zones to be varied, and the design standard or requirement varied in that way shall apply within the area of the Agreed Detailed Area Plan, or any stipulated part of that area of the Agreed Detailed Area Plan;
  - (ii) provisions duplicating or substantially to the same effect as any provisions of the Scheme shall have the same force and effect in regard to the land in the Detailed Area Plan as if they were provisions of the Scheme;
  - (iii) any other provision, standard or requirement in relation to the R-Codes and zones in the Agreed Detailed Area Plan shall be given the same force and effect as if it was a provision, standard or requirement of the Scheme, but subject to the provision of subclause 12.5.3(a) allowing for a specific variation to the design standards and requirements by a Detailed Area Plan, if there is any other inconsistency or conflict not addressed as an intended variation by the Agreed Detailed Area Plan, the provision, requirement or standard of the Scheme shall prevail.

#### 5.17.6 Amendment or Revocation of an Agreed Detailed Area Plan

- (a) A Detailed Area Plan may be amended provided the process of consideration of such an amendment complies requirements of clauses 12.1, 12.2, 12.3, 12.4, & 12.5
- (b) The Council may revoke a Detailed Area Plan. Following the Council's decision to revoke a Detailed Area Plan, the

Council is to advise the Commission of its decision to  
revoke the Detailed Area Plan.

and

3. authorise the Shire President and CEO to affix the Common Seal onto the amended documentation, and submit same for the final approval of the WAPC and the Minister of Planning and Infrastructure.

**RESOLUTION: 2007-072**

**Moved:** Stacy

**Seconded:** Rackemann

*That Council allow the introduction of a rescission motion to allow the rescission of Council Resolution 2006-228.*

**CARRIED 8/0**

**RESOLUTION: 2007-073**

**Moved:** Stacy

**Seconded:** McDonald

*That Council rescind resolution of resolution 2006-228.*

**CARRIED 8/0  
CARRIED BY ABSOLUTE MAJORITY**

**RESOLUTION: 2007-074**

**Moved:** McDonald

**Seconded:** O'Callaghan

*That:*

1. *Council endorse the actions of the Manager Community Development in incorporating minor amendments into the final public consultation document of Town Planning Scheme Amendment 4;*
2. *The Shire of Coorow under and by virtue of the powers conferred upon it by the Planning and Development Act 2005 (as amended), hereby amends the above Town Planning Scheme as follows:*
  - a. *Deleting the table of contents and substituting the following;*

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PLANNING PROPOSAL****SCHEDULE 9 - NOTICE OF DETERMINATION OF PLANNING  
APPROVAL**

- b. Deleting the use class of "Dwelling" indicated in Table 1: Zoning Table comprised within Part 4 of the Scheme, and inserting the following into Table 1:

<b>Use Classes</b>	<b>ZONES</b>							
	<i>Residential</i>	<i>Commercial</i>	<i>Industrial</i>	<i>Tourist Accom</i>	<i>Rural</i>	<i>Rural Residential</i>	<i>Places Public Assembly</i>	<i>Private Clubs &amp; Institutions</i>
<i>Dwelling - Single</i>	<i>P</i>	<i>X</i>	<i>X</i>	<i>D</i>	<i>P</i>	<i>P</i>	<i>X</i>	<i>X</i>
<i>Dwelling - Grouped</i>	<i>D</i>	<i>X</i>	<i>X</i>	<i>D</i>	<i>D</i>	<i>X</i>	<i>X</i>	<i>X</i>
<i>Dwelling - Multiple</i>	<i>D</i>	<i>X</i>	<i>X</i>	<i>D</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>

- c. Inserting after clause 5.15 the following;

**5.16 RURAL AREAS****5.16.1 Grouped Dwellings in the Rural Zone**

- (a) The establishment of Grouped Dwellings in the Rural Zone will not be approved unless it can be demonstrated that the Grouped Dwellings are necessary or desirable for the continuation of a bona fide rural activity or for any other permitted in the Rural Zone.
- (b) Any approval for the establishment of a grouped dwelling in the Rural Zone is to be provided with the notification that State Planning Policy indicates a general presumption against the sub-division of rural land, unless firm planning grounds for such a sub-division can be established

- d. Inserting after clause 5.16 the following;

**5.17 DETAILED AREA PLANS****5.17.1 Detailed Area Plan May Be Required**



- (a) *The Council or the Commission may require a person to prepare and submit to the Council a Detailed Area Plan.*
- (b) *A Detailed Area Plan is to be consistent with the Scheme.*
- (c) *A Detailed Area Plan shall be submitted to the Council in quadruplicate or such other quantity specified by the Council.*
- (d) *A Detailed Area Plan is to relate to a particular lot or lots and may be prepared and submitted:*
  - (i) *to satisfy a condition of subdivision and/or planning approval;*
  - (ii) *in place of an application for planning approval required to comply with Clause 2.3.3 of the Residential Design Codes; or*
  - (iii) *for any other planning purpose.*

**5.17.2 Matters that may be included in a Detailed Area Plan**

*A Detailed Area Plan may include details as to:*

- (a) *building envelopes and setbacks;*
- (b) *distribution of land uses within a lot;*
- (c) *private open space;*
- (d) *services;*
- (e) *vehicular access, parking, loading and unloading areas, storage yards and rubbish collection closures;*
- (f) *the location, orientation and design of buildings and the space between buildings;*
- (g) *advertising signs, lighting and fencing;*
- (h) *landscaping, site and building levels and drainage;*
- (i) *protection of sites of heritage, conservation, flora or environmental significance;*
- (j) *special development controls and guidelines; and*
- (k) *such other information considered relevant by the Council.*

**5.17.3 Consideration of a Detailed Area Plan**

- (a) *Upon submission of a Detailed Area Plan to Council for consideration the Council is to assess the Detailed Area Plan within sixty (60) days if advertising is not required and ninety (90) days if advertising is required, and:*
  - (i) *adopt the Detailed Area Plan with or without conditions and/or modifications which the Council may make or require the proponent to make; or*
  - (ii) *refuse to approve the Detailed Area Plan.*
- (b) *If within sixty (60) days if advertising is not required and ninety (90) days if advertising is required of receiving a Detailed Area Plan under subclause (a), or such longer period as may be agreed in writing between the proponent and the Council, the Council has not made one of the determinations referred to in*

subclause (a), the Council is deemed to have refused to approve the Detailed Area Plan.

- (c) If the Council requires modifications under subclause (a) (i), the proponent shall make the modifications in consultation with the Council and resubmit the Detailed Area Plan. The Council may make the modifications required under subclause 12.3.1(a).

- (c) Following approval by the Council and any modifications required by the Council under subclause 12.3.1(a) being made to the Detailed Area Plan where required, the Detailed Area Plan should be certified by an officer authorised by Council.

- (d) A copy of the certified Detailed Area Plan is to be sent to the Commission for its adoption within 14 days of certification of the Detailed Area Plan, where such detailed area plans relates to or may have bearing on the sub-division of land.

#### 5.17.4 Public Notice of a Detailed Area Plan

- (a) The Council may at its discretion require a Detailed Area Plan to be advertised with or without conditions and/or modifications, prior to Council considering the Detailed Area Plan under Clause 12.3.1.

- (b) The Council may at its discretion require an Amendment to a Certified Detailed Area Plan to be advertised with or without conditions and/or modifications, prior to Council considering the Amendment to the Agreed Detailed Area Plan under Clause 12.4.1.

- (c) Such publicity shall be undertaken by the proponent in accordance with the provisions of Clause 9.4 as may be directed by the Council.

#### 5.17.5 Operation of a Certified Detailed Area Plan

- (a) A Certified Detailed Area Plan shall come into operation on the date it is certified under Clause 12.3.4.

- (b) Once a Detailed Area Plan has been approved by Council it shall be used, as the basis for:

- (i) making recommendations to the Commission on subdivision applications;
- (ii) determining requests to clear a condition of subdivision approval; and
- (iii) determining applications for planning approval.

- (c) Once a detailed area plan has been approved by the Commission the Commission will give due consideration to the requirements of the Detailed Area Plan in relation to its decisions in respect of the development and/or sub-division of land.

- (d) Under a Detailed Area Plan:

- (i) *the standards and requirements applicable to zones and R-Codes under the Scheme shall apply to the same extent to the areas having corresponding designations under the Agreed Detailed Area Plan; however notwithstanding the provisions of subparagraph (c), an Agreed Detailed Area Plan may by a clear statement of intent to do so, make provision for the design standards and requirements applicable to R-Codes and zones to be varied, and the design standard or requirement varied in that way shall apply within the area of the Agreed Detailed Area Plan, or any stipulated part of that area of the Agreed Detailed Area Plan;*
- (ii) *provisions duplicating or substantially to the same effect as any provisions of the Scheme shall have the same force and effect in regard to the land in the Detailed Area Plan as if they were provisions of the Scheme;*
- (iii) *any other provision, standard or requirement in relation to the R-Codes and zones in the Agreed Detailed Area Plan shall be given the same force and effect as if it was a provision, standard or requirement of the Scheme, but subject to the provision of subclause 12.5.3(a) allowing for a specific variation to the design standards and requirements by a Detailed Area Plan, if there is any other inconsistency or conflict not addressed as an intended variation by the Agreed Detailed Area Plan, the provision, requirement or standard of the Scheme shall prevail.*

**5.17.6 Amendment or Revocation of an Agreed Detailed Area Plan**

- (a) *A Detailed Area Plan may be amended provided the process of consideration of such an amendment complies requirements of clauses 12.1, 12.2, 12.3, 12.4, & 12.5*
- (b) *The Council may revoke a Detailed Area Plan. Following the Council's decision to revoke a Detailed Area Plan, the Council is to advise the Commission of its decision to revoke the Detailed Area Plan.*

*and*

3. *authorise the Shire President and CEO to affix the Common Seal onto the amended documentation, and submit same for the final approval of the WAPC and the Minister of Planning and Infrastructure.*

**CARRIED 8/0**

**10.2.5 HOUSE TENDER - STAFF HOUSE, COOROW**

<b>AUTHOR</b>	John Randall
<b>DISCLOSURE OF INTEREST</b>	Nil
<b>DATE OF REPORT</b>	10 May 2007
<b>FILE</b>	Tender Register

**SUMMARY:**

**Council is to consider the tenders received for the construction of employee housing on Lot 123 Commercial Street, Coorow**

**BACKGROUND:**

Tender 1/07 – Employee House, Coorow documentation was reviewed and approved for issue at the February 2007 Ordinary Meeting of Council. Tenders closed 27<sup>th</sup> of April, 2007

One Tender was received despite documentation being forwarded to nine builders. No enquiries were received as a result of the tender notice

Both Trans Homes and TR Homes indicated that due to their works programme they would not be submitting a tender

The tender received was:

**TENDERER** Adherent Constructions

**TENDER PRICE** \$323,925 (incl of GST) Concrete Floor Transportable  
\$320,925 (incl of GST) Stumped

For either option time for completion after issue of building licence nominated to be 8 months.

The stumped option was requested in Tender 1/07, because one of the supply pressures in the construction of transportable homes is known to be the supply of concrete rafts.

The above price does not include siteworks such as retaining walls or garage

Council has a 2006/07 budget allocation of \$185,000 for this activity.

**COMMENT:**

At the February meeting it was noted that in the 8 months prior to the February 2007 report building costs had increased 20%. If this increase was factored then project cost would increase to \$222,000.

If another 20 to 30% were added to this assuming further inflation of costs the project estimate would now range between \$266,400 and \$288,600. Even factoring these

additional inflators into the cost the tendered price still exceed possible adjusted estimates.

Under the circumstances it is difficult to recommend that the Council accept the tender

The only options are for Council to:

1. accept the tender, and accept substantial over-expenditure on the project; or
2. reject the tender and take action to recall tenders immediately, to close in the last week of June 2007 to allow budget consideration.

## **STATUTORY ENVIRONMENT:**

### **11. Tenders to be invited for certain contracts**

- (1) Tenders are to be publicly invited according to the requirements of this Division before a local government enters into a contract for another person to supply goods or services if the consideration under the contract is, or is expected to be, more, or worth more, than \$100 000 unless subregulation (2) states otherwise.
- (2) Tenders do not have to be publicly invited according to the requirements of this Division if —
  - (a) the supply of the goods or services is to be obtained from expenditure authorised in an emergency under section 6.8(1)(c) of the Act;
  - (b) the supply of the goods or services is to be obtained through the Council Purchasing Service of WALGA;
  - (ba) the local government intends to enter into a contract arrangement for the supply of goods or services where —
    - (i) the supplier is either —
      - (I) an individual whose last employer was the local government; or
      - (II) a group, partnership or company comprising at least 75% of persons whose last employer was that local government;
    - (ii) the contract —
      - (I) is the first contract of that nature with that individual or group; and
      - (II) is not to operate for more than 3 years; and
    - (iii) the goods or services are —
      - (I) goods or services of a type; or
      - (II) (in the opinion of the local government) substantially similar to, or closely related to, goods or services of a type,  
that were provided by the individual (or persons) whilst employed by the local government;
  - (c) within the last 6 months —

- (i) the local government has, according to the requirements of this Division, publicly invited tenders for the supply of the goods or services but no tender was submitted that met the tender specifications; or
  - (ii) the local government has, under regulation 21(1), sought expressions of interest with respect to the supply of the goods or services but no person was, as a result, listed as an acceptable tenderer;
- (d) the contract is to be entered into by auction after being expressly authorised by a resolution of the council of the local government;
- (e) the goods or services are to be supplied by or obtained through the government of the State or the Commonwealth or any of its agencies, or by a local government or a regional local government;
- (ea) the goods or services are to be supplied —
  - (i) in respect of an area of land that has been incorporated in a district as a result of an order made under section 2.1 of the Act changing the boundaries of the district; and
  - (ii) by a person who, on the commencement of the order referred to in subparagraph (i), has a contract to supply the same kind of goods or services to the local government of the district referred to in that subparagraph;
- (f) the local government has good reason to believe that, because of the unique nature of the goods or services required or for any other reason, it is unlikely that there is more than one potential supplier; or
- (g) the goods to be supplied under the contract are —
  - (i) petrol or oil; or
  - (ii) any other liquid, or any gas, used for internal combustion engines.

**STRATEGIC IMPLICATIONS:**

Nil.

**POLICY IMPLICATION:**

Nil.

**FINANCIAL IMPLICATIONS:**

The tender, as submitted, is far beyond budget allowance and does not seem to adequately reflect current building costs

**VOTING REQUIREMENTS:**

Simple Majority.

**OFFICER RECOMMENDATION:**

That Council:



1. accept no tenders for the supply of the employee housing at Lot 123 Commercial Street, Coorow; and
2. recall tenders for the design and construction of one new employee house at Lot 123 Commercial Street, Coorow.

**RESOLUTION:**                      **2007-075**

**Moved:** Stacy

**Seconded:** Rackemann

*That Council:*

1. *accept no tenders for the supply of the employee housing at Lot 123 Commercial Street, Coorow; and*
2. *recall tenders for the design and construction of one new employee house at Lot 123 Commercial Street, Coorow.*

**CARRIED 8/0**

**10.2.6 GAZEBO BAY BEACH, LEEMAN**

<b>LOCATION</b>	Bay Beach, Leeman
<b>AUTHOR</b>	John Randall
<b>DISCLOSURE OF INTEREST</b>	Nil
<b>DATE OF REPORT</b>	10 May 2007
<b>FILE:</b>	C14 Coastal Management

**SUMMARY:**

**Council is to consider the relocation of the original Gazebo at Bay Beach to an alternative location.**

**BACKGROUND:**

Council has failed to meet the expectations of the Leeman community with a gazebo installed at Bay Beach in Leeman. The Leeman Ratepayers and Progress Association expect the gazebo to be relocated and an alternative gazebo arranged.

The Leeman Ratepayers and Progress Association anticipated that the gazebo would be of the same size or larger than the one provided at Dynamite Bay in Green Head, ie 6+ metres rather than the 3.6 metres that was provided.

**COMMENT:**

An argument was presented to the Leeman Ratepayers and Progress Association that the retention of the existing 3.6m gazebo and the addition of second shelter would provide an appropriate level, and perhaps even better level of amenity in the locality. It was made clear that the position of the Leeman Ratepayers and Progress Association was that smaller gazebo needed to be moved and replaced with a 6m or larger gazebo.

The original gazebo to be relocated cost around \$5,950 installed and was to have a concrete floor. An estimate for the installation of the concrete floor (approx 13m<sup>2</sup>) would be around \$2,500. Due to the nature of the work involved it is impossible to arrive at an exact cost for it to be relocated, but would expect that the cost would not exceed \$200 to \$300.

Council may wish to consider a suitable site for this existing gazebo to be relocated to. There would not seem to be a requirement to relocate this structure in Leeman.

**STATUTORY ENVIRONMENT:**

Local Government Act 1995.

**STRATEGIC IMPLICATIONS:**

Nil.

**POLICY IMPLICATION:**

Nil.

**FINANCIAL IMPLICATIONS:**

Council had allocated \$14,000 for the construction of a gazebo as part of this grant funded project. The purchase and construction of the new 6m gazebo will be completed within the 2006/07 budget allocation and grant process.

**VOTING REQUIREMENTS:**

Absolute Majority

**OFFICER RECOMMENDATION:**

That Council authorise:

1. the removal of the existing gazebo at Bay Beach;
2. the purchase and construction of a larger gazebo to be installed at Bay Beach, Leeman;
3. the purchase of the existing gazebo and any costs to relocate the existing gazebo be authorised out of budget expenditure; and
4. public comment process to determine a suitable site to relocate the existing gazebo.

**RESOLUTION:                      2007-076**

**Moved:** McDonald

**Seconded:** O'Callaghan

*That Council authorise:*

1. *the removal of the existing gazebo at Bay Beach;*
2. *the purchase and construction of a larger gazebo to be installed at Bay Beach, Leeman; and*
3. *the purchase of the existing gazebo and any costs to relocate the existing gazebo be authorised out of budget expenditure.*

**CARRIED 8/0**

**10.2.7 LOT 77 BONHAM STREET - SHED TO REPLACE LEAN-TO SHELTER AND VARIATION OF SIDE SETBACK TO NEW SHED**

<b>NAME OF APPLICANT:</b>	Steve Phillips
<b>LOCATION</b>	Lot 77 Bonham Street, Leeman
<b>AUTHOR</b>	John Randall
<b>DISCLOSURE OF INTEREST</b>	Nil
<b>DATE OF REPORT</b>	Thursday, 10 May 2007
<b>ATTACHMENT:</b>	10.2.7a Original letter of application 10.2.7b Photos of existing shed and shelter + explanation of images 10.2.7c Site Development Plan

**SUMMARY:**

**Council is to consider the approval of an extension to an existing shed of 60m<sup>2</sup> to make a total shed area of 138.75m<sup>2</sup>.**

**BACKGROUND:**

Two issues need to be considered with this application:

1. the total area of shed resulting from development; and
2. the reduction of setback on the side boundary.

**TOTAL AREA OF SHED**

The area of the lot is 1,012m<sup>2</sup> and with the shed proposed the total site coverage of sheds would become 13.7% of lot area.

In accordance with principals previously outlined to Council, it would normally be the case that I would recommend the refusal of any proposal that would see the area of sheds exceed 13% of lot area.

In this instance allowing additional area warrants considering as;

1. the final area of shed will be less than the roof coverage of existing structures (some 15m<sup>2</sup> less); and
2. the new development could be said to be of a higher standard than the existing

**REDUCTION OF SIDE SETBACK**

The shed proposed shed is to have a wall height of 3.6m and will extend for 10m along the side boundary.

A wall of this height and length is generally required by the R-codes to have a setback of 1.5m unless a variation is granted by Council.

The applicant has provided a letter from signed by the adjoining property owner indicating that he has viewed the plans and has no objection to the proposed shed or the 100mm side setback alignment as proposed.

It is assumed for the purposes of this report that the existing structures on the property have in the past been approved by Council. If the structures were located in a more recently developed area of town, the building approval history would be sufficiently reliable for such an assessment to be made. But given the location of this development in the older part of town, the records held by Council are assessed as having limited use in this respect.

#### **COMMENT:**

For the reasons outlined above Council should give planning approval for the new shed to be erected.

Given that evidence has been provided that the adjoining property owner has no objection to the shed being constructed onto the boundary, approval for the reduction of the side setback should also be given

Council should note that the Building Code now allows sheds to be built to side boundaries without the need of a fire-wall as once was the case. The emphasis is now given to protecting the house, rather than more minor structures.

It is also the case that the Building Code makes no distinction as to what size shed this relaxation should be applied to. It is likely that I will ask for a review of the current Building Code provisions in this respect, but in the absence of such a review it is the Building Code clearly does not require the wall of domestic shed that is located on a boundary to be fire-rated where the shed is more than 1.8m from the house on the site.

In saying this it should be noted that if a shed were to be used for a Cottage Industry or a Home Occupation (other than garaging of vehicles) then the building Classification would change and fire separation from property boundaries would then be required.

#### **STATUTORY ENVIRONMENT:**

Planning and Development Act  
Town Planning Scheme No 2

#### **FINANCIAL IMPLICATIONS:**

Nil

#### **POLICY IMPLICATION:**

Whilst the approval is slightly outside previously established principals the circumstance in this case indicates variation from those principals should occur.

#### **STRATEGIC IMPLICATIONS:**

Nil

**VOTING REQUIREMENTS:**

Simple Majority

**OFFICER RECOMMENDATION:**

That Council authorise planning approval for the erection of an additional 60m<sup>2</sup> shed on a 100mm setback from the boundary with lot 76 Bonham Street, as detailed on attached site development plan.

**RESOLUTION:                      2007-077**

**Moved:** George                      **Seconded:** Rackemann

*That Council authorise planning approval for the erection of an additional 60m<sup>2</sup> shed on a 100mm setback from the boundary with lot 76 Bonham Street, as detailed on attached site development plan.*

**CARRIED 8/0**



21st April 2007

**For the Attention of:**

**John Randall and the members of the Coorow Shire Committee**

**RE: 21 Bonham Street, LEEMAN WA 6514 Shed Construction**

Dear Committee Members,

I have submitted plans to the shire to have a secure shed built to replace the existing semi enclosed shelter on our property at the above mentioned address.

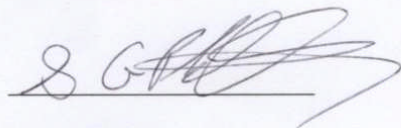
My reasons for this are as follows:

1. The existing shelter is very old
2. The existing shelter leaks a great deal
3. The existing shelter is far from aesthetically pleasing
4. All iron and doors, currently now on the top of existing shelter can be stored away – not awful to look at from the road as it is currently
5. My boat is in the weather I'd like to protect it from storm damage as it doesn't fit under the current structure
6. Both the cars and the boat could be locked away securely in the proposed shed
7. The proposed shed would be much more aesthetically pleasing, would look far more neat and tidy and be constructed with colorbond sheeting
8. The proposed shed will be smaller in size than the current structure

I have attached photos of the existing shelter for your perusal. I ask for approval subject to our northside neighbours written approval of building up to the boundary.

Thank you all for your attention to this matter.

Kind regards,



Steven Phillips

**RE: 21 Bonham Street, LEEMAN shed proposal – Photos**

**EXPLANATIONS**

1. Boat too high to go under roof of existing shelter
2. New shed will be smaller – to mark on photo (number 2)
3. All will be able to fit in proposed shed and be aesthetically much more pleasing
4. Will be able to get car in and out much easier as wont have to go around the front of boat trailer which at present is a squeeze to manoeuvre

**DETAILS OF PROPERTY TO BE STORED IN PROPOSED SHED**

1. Boat (Baron) & trailer is 2.4 W x 7.2 L x 3.2 H
2. Dinghy and trailer is 1.8 W x 4.9 L
3. Car is a 4 wheel Suzuki and is 2.0 W x 4.5 L
4. Room allowed for iron and storage is sufficient

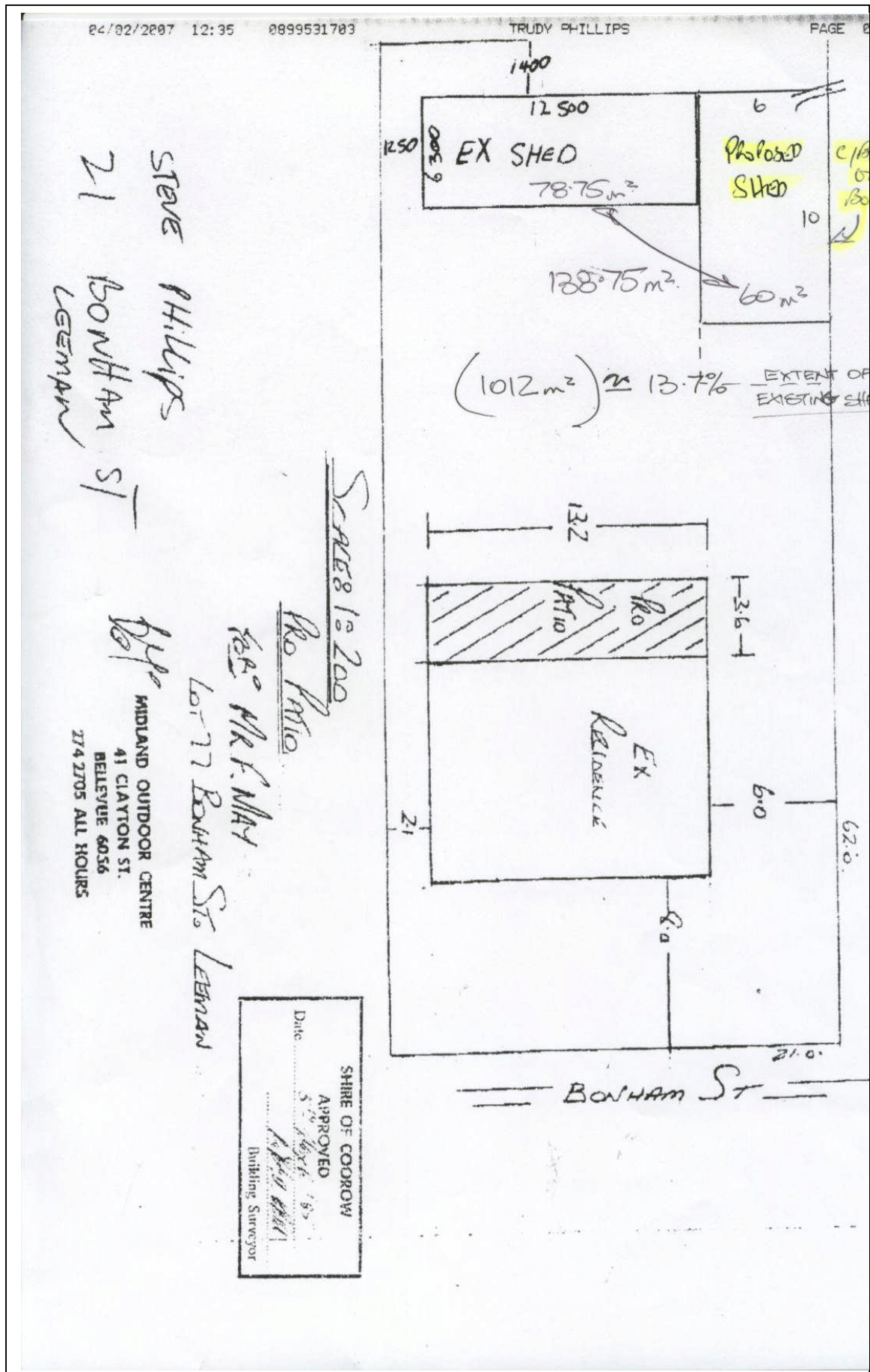
Regards

Steven Phillips



21 BONHAM ST, LEEMAN





### **10.3 MANAGER WORKS AND SERVICES:**

#### **10.3.1 REQUEST FOR THE COLLECTION OF NATIVE PLANT SEED FROM SHIRE OF COOROW ROAD RESERVES**

<b>AUTHOR</b>	Peter Gillis
<b>DISCLOSURE OF INTEREST</b>	Nil
<b>DATE OF REPORT</b>	8 May 2007
<b>ATTACHMENT</b>	10.3.1 Policy 8.1.1 – Management of Road Reserves
<b>FILE</b>	R12 Road Verges – Wildflowers

#### **SUMMARY:**

**Council is to consider a request from Bayden Smith of Greening Australia WA, for the collection of native seed within reserves in the Shire of Coorow for a twelve month period beginning 1 July 2007.**

#### **COMMENT:**

From time to time Council receive requests from various government and commercial organisations for permits to allow the picking of native seeds on Council Road Verges and Reserves.

In the past permission has been given to government departments for the collection of various native seeds, but not to commercial enterprises for profit. Council's policy on the management of road reserves is included at Attachment 10.3.1 for Councillors Information.

It is recommended that Council impose the following conditions to all applications for the collection of native seeds including:

1. all staff working on Council land wear High Visibility Vests;
2. all stationary vehicles on Council Road Reserves are to use amber flashing lights;
3. appropriate hygiene measures be followed at all times to prevent the spread of plant disease and weeds;
4. all care be taken to avoid the disturbance of fauna habitat; and
5. all care be taken to avoid any disturbance that may lead to soil degradation.

Seed collected from within Shire of Coorow reserves will be utilised in strategic revegetation projects throughout the Midwest Region, and will directly benefit the community as a whole. Some seeds may also be used for the purposes of research into best practice revegetation and development of tree cropping programs for the region.

#### **STATUTORY ENVIRONMENT:**

Nil.

**STRATEGIC IMPLICATIONS:**

By allowing the collection of seed, Council provides a mechanism for the survival of various and endangered native flora.

**POLICY IMPLICATIONS:**

Shire of Coorow Policy 8.1.1 – Management of Road Reserves, as included at Attachment 10.3.1.

**FINANCIAL IMPLICATIONS:**

Nil

**PUBLIC CONSULTATION:**

Nil.

**VOTING REQUIREMENTS:**

Simple Majority.

**OFFICER RECOMMENDATION:**

That Council grant permission to Greening Australia WA, to collect native plant seed on road reserves within the Shire of Coorow with the conditions that:

1. permission is for a twelve month period commencing 1 July 2007;
2. all staff are to wear high visibility safety vests;
3. any stationary vehicles are to use revolving amber flashing lights;
4. appropriate hygiene measures be followed at all times to prevent the spread of plant disease and weeds;
5. all care be taken to avoid the disturbance of fauna habitat; and
6. all care be taken to avoid any disturbance that may lead to soil degradation.



**RESOLUTION:**                      **2007-078**

**Moved:** Rackemann

**Seconded:** O'Callaghan

*That Council grant permission to Greening Australia WA, to collect native plant seed on road reserves within the Shire of Coorow with the conditions that:*

- 1. permission is for a twelve month period commencing 1 July 2007;*
- 2. all staff are to wear high visibility safety vests;*
- 3. any stationary vehicles are to use revolving amber flashing lights;*
- 4. appropriate hygiene measures be followed at all times to prevent the spread of plant disease and weeds;*
- 5. all care be taken to avoid the disturbance of fauna habitat; and*
- 6. all care be taken to avoid any disturbance that may lead to soil degradation.*

**CARRIED 7/1**

***Cr Eaton requested that his vote against be recorded***

**Attachment 10.3.1****POLICY - TRANSPORT/ENGINEERING**

Sub Section: Streets, Roads  
Policy Number: 8.1.1  
Policy Subject: **Management of Road Reserves**  
Policy Statement: Construction:

- 1 Flora to be preserved wherever practicable
- 2 Optimum width for road construction and maintenance 20.0 m
- 3 Minimum width necessary 16.6 m; ie 8.6 m construction 4 m either side for water table
- 4 Gravel borrow pits should be re-instated when extinct
- 5 Abortive bulldozer cuts made in search for gravel should be immediately reinstated
- 6 Work to be planned to allow for consultation with a botanist or knowledgeable person, with a view to preserving rare plants. Practical road building may require the moving of a rare plant, eg when growing in gravel in gravel scarce area
- 7 Discourage the indiscriminate ploughing and burning of fire breaks outside the boundary line
- 8 Any persons wishing to clear, burn or spray the road reserve adjacent to their property, must notify the Council before doing so
- 9 That as a matter of Council Policy, farmers be encouraged to set-back their fence lines 3.0 m in from the boundaries facing a road. And that Council provide trees (if requested) for planting in this set-back area. Further that, this Policy places no restrictions on any landholder who wishes to develop this land (in setback area) in whatever way
- 10 Picking Wildflowers - NO picking of blooms or seeds to be permitted on any road verge under the control of the Council, and on all Reserves vested in or under the control of Council
- 11 Collection of Fauna – NO collection of fauna to be permitted on any road verge under the control of the Council, and on all Reserves vested in or under the control of Council

Objectives:

Guidelines:

Resolution No: 2003-148  
Resolution Date: 17 June 1997, 19 November 2003  
Source: Engineering  
Date of Review: June Annually  
Review Responsibility: Council

**Meeting adjourned 4.06 pm.**

**Meeting resumed 4.17 pm.**

### 10.3.2 2006/07 WORKS PROGRAM BUDGET

<b>AUTHOR</b>	Peter Gillis
<b>DISCLOSURE OF INTEREST</b>	Nil
<b>DATE OF REPORT</b>	9 May 2007
<b>ATTACHMENTS</b>	10.3.2 2007/08 Works Program Budget
<b>FILE</b>	B4.08

#### **SUMMARY:**

**That Council considers a works program for the 2007/08 financial year.**

#### **BACKGROUND:**

Councillors would recall the following resolution of the August 2006 Ordinary Meeting of Council:

**RESOLUTION:** 2006-174

Moved: Eaton                      Seconded: O'Callaghan

That Council:

1. authorise the Chief Executive Officer and Manager Works and Services to submit the grant applications to the Regional Manager of Main Roads WA, Geraldton;
2. submit 2007/08 grant applications to the Midwest Regional Road Group for the amount of \$206,333 and \$268,667 for the Coorow/Green Head and Coorow/Latham Roads respectively; and
3. include Indian Ocean Drive on the five year Regional Road Group Works program; and
4. The draft Five Year Programme is:
  - Coorow/Latham Road:
    - 2007/08      Reconstruct and widen seal to 7.2 metres wide 0.0 km to 3.6 km
    - 2008/09      Reconstruct and widen seal to 7.2 metres wide 19 km to 23 km
    - 2009/10      Reconstruct and widen seal to 7.2 metres wide 23 km to 28 km
  - Marchagee/Buntine Road:
    - 2010/11      Reconstruct and seal to 7.2 metres wide              0.0 km to 5 km
    - 2011/12      Reconstruct and seal to 7.2 metres wide              5 km to 10 km
  - Coorow/Green Head Road:
    - 2007/08      Reconstruct shoulders
    - Widen seal to 7.2 mtrs and reseal 17 km to 25 km
    - 2008/09      Reconstruct shoulders
    - Widen seal to 7.2 mtrs and reseal 25 km to 30 km
    - 2009/10      Reconstruct shoulders
    - Widen seal to 7.2 mtrs and reseal 30 km to 35 km
    - 2010/11      Reconstruct shoulders
    - Widen seal to 7.2 mtrs and reseal 35 km to 40 km
  - Indian Ocean Drive:
    - 2011/12      Reconstruct shoulders and reseal 2 km to 6 km

**CARRIED 6/0**

Councillors would recall the following resolution of the November 2006 Ordinary Meeting of Council:

**RESOLUTION:** 2006-256

Moved: Eaton Seconded: O'Callaghan

That Council adopt the program of works for the expenditure of the additional Federal Government Roads to Recovery Grant Funds of \$232,511 including, \$121,851 in 2007/08 and \$110,660 in 2008/09 as presented.

Budget Year	Works	Location	Cost
2007/08	Reseal	Industrial area – Leeman	\$ 33,500
	Reseal	Industrial area – Green Head	\$ 40,950
	Kerbing and Drainage	Bristol, Commercial and Spain Streets, Coorow	\$ 47,401
	TOTAL		\$ 121,851
2008/09	Reseal	Morcombe Road, Nairn St, Spencer St, Rudduck St and Hibiscus Street Leeman	\$ 27,260
	Drainage	Illyarrie Street, Rudduck Street on the corner of Rudduck St and Morcombe Road	\$ 55,900
	Reseal	Read St, Johns St, Patton St, Banksia Way, Morcombe St and Battersby Street Greenhead	\$ 27,500
	TOTAL		\$ 110,660
TOTAL			\$ 232,511

CARRIED 8/0

Councillors would recall the following resolution of the February 2007 Ordinary Meeting of Council:

**RESOLUTION:** 2007-013

Moved: O'Callaghan Seconded: Eaton

That Council:

1. participate in Stage One of the Extension of Integrated Catchment Management for Productivity and Conservation in the Buntine Marchagee Natural Diversity Recovery Catchment during 2007/08 with the following conditions that;
  - a. the floodway works are completed over two years in 2007/08 and 2008/09;
  - b. although Council will endeavour to complete the construction works in February 2008 and February 2009, Council will not guarantee this timing and delays may occur; and
2. recognise that to participate in Stage One of the Extension of Integrated Catchment Management for Productivity and Conservation in the Buntine Marchagee Natural Diversity Recovery Catchment, other projects of a higher priority in road maintenance terms will not be able to be completed in 2007/08.

CARRIED 5/3

Councillors would recall the following resolution of the March 2007 Ordinary Meeting of Council:

**RESOLUTION:** 2007-042

Moved: Eaton                      Seconded: Waite

That Council conduct a road inspection of the following roads on the morning of Friday 27 April 2007:

1. Willis Rd;
2. Willcocks Rd;
3. Rose Rd;
4. Banovich Rd;
5. Marchagee Track;
6. Marchagee Buntine Rd;
7. Mamboobie Rd; and
8. the western section of South Waddy Road.

CARRIED 6/0

Councillors Girando, Waite, McDonald, the Acting Chief Executive Officer and the Works Supervisor attended the road inspection held on Friday 27 April 2007.

**COMMENT:**

A draft Works Program Budget is set out in Attachment 10.3.2, that outlines the proposed works to be carried out during 2007/08. The following points need to be raised about the proposed works program:

- The works crew has 234 working days available to carry out the works program. The working days available presumes the road crew working 14 hours overtime every fortnight. Included in the program is an allowance for leave and public holidays;
- The works on the Coorow Green Head Road and the Coorow Latham Road are Regional Road Group (RRG) projects that have two-thirds grant funding;
- The Mamboobie Road flood crossing is Stage One of the Extension of Integrated Catchment Management for Productivity and Conservation in the Buntine Marchagee Natural Diversity Recovery Catchment. This work is subject to a successful grant application. Council's total grant will be \$84,525 of which \$37,925 is applicable to 2007/08;
- A minimum 20kms of gravel resheeting is required each year to maintain present preservation levels. In 2006/07 13km should be achieved upon completion of the present works on Banovich Road;
- Willis Road has very little gravel on it with numerous blowouts. Council's road crew has recently spent time patching up the worst of these blowouts. This road was identified at the recent road inspection as a high priority to be gravel resheeted.
- In 2006/07 Council commenced the gravel resheeting of Marchagee Track which has very little gravel left on it. There is 21km's of this road left to Resheet;

- Willcocks Rd has been included to complement the gravel resheeting carried out on Mudge Road in 2004/05 and 2005/06 to handle the north/south traffic, before this road requires a reconstruction, rather than just resheeting. There is 3.5kms of this road left to resheet;
- There is only 5km left of Launer Road to gravel resheet and it is considered a high priority for this road to be completed. Launer Road is a school bus route in its entirety;
- The Supplementary Roads to Recovery funding was prioritised at the November 2006 Ordinary Meeting of Council. Staff have since reviewed the proposed works and costs and recommend that Council include drainage work on Rowlands Rd, Green Head and remove the resealing of roads in the Green Head Industrial Area. This recommendation takes note of concerns raised by Green Head electors at the public forum held in March 2007. A section of Rowlands Road causes constant flooding of private property caused by water from Council's road;

Works	Location	Cost
Reseal	Industrial area – Leeman	\$ 26,442
Drainage and Kerbing	Rowlands Road – Green Head	\$ 47,271
Kerbing and Drainage	Bristol, Commercial and Spain Streets, Coorow	\$ 48,138
TOTAL		\$ 121,851

- Wages and time allocations have been made for the construction of building pads for the Maley Park Changerooms, Coorow Aged Units and new residence;
- Rose, Banovich and Billeroo Roads have not been included, as other roads have been given a higher priority. These jobs were also considered during deliberations for the 2006/07 works budget, but not included. Works on the Coorow town entrances was not included as works on roads was given a higher priority;
- The Leeman Airstrip has not been included as road projects were given a higher priority. For this job to be included at least two road jobs would need to be removed to enable enough days to reconstruct north/south runway; and
- Road signage has been identified as required works and has been included.

Jobs that have not been included in the works program, but have been proposed works have been identified at the bottom of Attachment 10.3.2. For one of these other roads to be included in the 2007/08 Works Program Budget, another job needs to be deleted, keeping in mind that only 234 days are available for the total program.

#### **STATUTORY ENVIRONMENT:**

Nil

#### **STRATEGIC & FINANCIAL IMPLICATIONS:**

The Works Program Budget 2007/2008 will form a significant amount of Council's 2007/08 Budget.



**POLICY IMPLICATIONS:**

Nil.

**VOTING REQUIREMENTS:**

Simple Majority

**OFFICER RECOMMENDATION:**

That Council adopts the 2007/08 Works Program Budget as set out in Attachment 10.3.2.

**RESOLUTION:                      2007-079**

**Moved:** Eaton

**Seconded:** Girando

*That Council adopts the 2007/08 Works Program Budget as set out in Attachment 10.3.2 with the amendments that Council:*

- 1. programs to complete 8 days on Launer Road maintenance; and*
- 2. programs to complete 5 days on the Coorow Town Entrance project.*

**CARRIED 7/1**

## 2007/08 Works Program Budget

## Attachment 10.3.2

Works									Revenue			
Road/Job	Comment	Type	Wages	O/Heads	Plant Op	Materials	TOTAL	DAYS	RRG	R2R	Supp R2R	OTHER
Coorow/Green Head Rd	Widen,seal & reseal	14mm chip seal	62,100	49,680	107,280	88,940	308,000	30	205,333	0	0	0
Coorow/ Latham Rd	Cement Stabilise & Seal	14mm chip seal	57,960	46,368	70,472	228,200	403,000	28	268,667	0	0	0
Mamboobie Rd	Construct Flood Xing	Sealed	18,630	16,767	25,126	15,327	75,850	10	0	0	0	37,925
Marchagee Track	Reconstruct 4km	Gravel Resheet	41,400	37,260	48,400	14,000	141,060	20	0	141,060	0	0
Willis Rd	Resheet 5km	Gravel	24,840	22,356	39,325	3,000	89,521	12	0	89,521	0	0
Willcocks Rd	Resheet 3.5km	Gravel	20,700	18,630	31,800	3,000	74,130	10	0	1,929	0	0
Launer Rd	Carry Over 2006/07	Gravel Resheet	26,910	24,219	47,350	4,500	102,979	13	0	0	0	0
Bristol St	Kerb & Drainage		1,035	932	679	13,400	16,046	1	0	0	16,046	0
Commercial St	Kerb & Drainage		1,035	932	679	13,400	16,046	1	0	0	16,046	0
Spain St	Kerb & Drainage		1,035	932	679	13,400	16,046	1	0	0	16,046	0
Rowlands Rd	Kerb & Drainage		13,125	12,096	7,050	15,000	47,271	8	0	0	47,271	0
Leeman Industrial Area	Reseal	10mm chip seal	1,680	1,512	1,250	22,000	26,442	1	0	0	26,442	0
Road Maintenance	All Gravel Roads	Grading	99,360	89,424	178,800	55,000	422,584	48	0	0	0	0
Coorow Aged Units	Construct house pad		4,410	3,969	9,150	0	17,529	3	0	0	0	0
New House	Construct House Pad		2,940	2,646	5,650	0	11,236	2	0	0	0	0
Maley Park Changerooms	Construct pad		17,010	15,309	27,300	0	59,619	10	0	0	0	0
Road Signage	Erecting of Road Signage		3,000	2,700	5,700	8,000	19,400	2	0	0	0	0
Private Works			6,500	5,850	8,500	0	20,850	4	0	0	0	0
Leave	Annual leave, public holidays		72,968				72,968	30	0	0	0	0
<b>TOTAL</b>			<b>476,638</b>	<b>351,581</b>	<b>615,190</b>	<b>497,167</b>	<b>1,940,575</b>	<b>234</b>	<b>474,000</b>	<b>232,510</b>	<b>121,850</b>	<b>37,925</b>

**2007/08 Works Program Budget**

<b>Roads/Jobs Not Included in the Works Budget 2007/08</b>												
<b>Road/Job</b>	<b>Comment</b>	<b>Type</b>	<b>Wages</b>	<b>O/Heads</b>	<b>Plant Op</b>	<b>Materials</b>	<b>TOTAL</b>	<b>DAYS</b>	<b>RRG</b>	<b>R2R</b>	<b>Supp R2R</b>	<b>OTHER</b>
Banovich Rd	Reconstruct 3km	Gravel Resheet	20,700	18,630	39,650	5,000	83,980	10	0	0	0	0
Coorow Town Entrance	Improve entrance amenity		7,560	6,804	14,550	0	28,914	5	0	0	0	0
Billeroo Rd	Resheet 4 Km	Gravel	10,350	9,315	35,850	3,000	58,515	5	0	0	0	0
G/Head Industrial Area	Reseal	10mm chip seal	2,070	1,863	1,250	20,850	26,033	1	0	0	0	0
Rose Rd	Resheet 5Km	Gravel	20,700	18,630	43,150	3,500	85,980	10	0	0	0	0

## **10.4 MANAGER FINANCE AND ADMINISTRATION:**

### **10.4.1 ACCOUNTS FOR PAYMENT**

<b>AUTHOR</b>	Dacre Alcock
<b>DISCLOSURE OF INTEREST</b>	Nil
<b>DATE OF REPORT</b>	7 May 2007
<b>ATTACHMENT</b>	10.4.1 Accounts Due and Submitted To Council Meeting 16 May 2007

#### **SUMMARY:**

**Council approval is required for payment of accounts made within the months of April 2007 and May 2007 and to approve payments of accounts due in May 2007.**

#### **COMMENT:**

Approval is sought for the following list of payments of accounts made since Council's last meeting on 18 April 2007 and of accounts that are now due.

A list of all payments submitted for approval is contained at Attachment 10.4.1 Accounts Due and Submitted to Council Meeting on 16 May 2007.

#### **STATUTORY ENVIRONMENT:**

*Local Government (Financial Management) Regulations 1996*

#### **13 Lists of Accounts**

- (1) If the local government has delegated to the CEO the exercise of its power to make payments from the municipal fund or the trust fund, a list of accounts paid by the CEO is to be prepared each month showing for each account paid since the last such list was prepared:
  - (a) the payee's name;
  - (b) the amount of the payment;
  - (c) the date of the payment; and
  - (d) sufficient information to identify the transaction.
- (2) A list of accounts for approval to be paid is to be prepared each month showing:
  - (a) for each account which requires council authorization in that month:
    - (i) the payee's name;
    - (ii) the amount of the payment; and
    - (iii) sufficient information to identify the transaction; and
  - (b) the date of the meeting of the council to which the list is to be presented.
- (3) A list prepared under subregulation (1) or (2) is to be:
  - (a) presented to the council at the next ordinary meeting of the council after the list is prepared; and
  - (b) recorded in the minutes of that meeting;

#### **FINANCIAL, POLICY & STRATEGIC IMPLICATIONS:**

There are no financial, policy or strategic implications regarding this matter.

**VOTING REQUIREMENT:**

Simple Majority

**OFFICER RECOMMENDATION:**

That payments listed at Attachment 10.4.1 Accounts Due and Submitted to Council Meeting on 18 April 2007 including:

1. EFT205 to EFT269, Vouchers 17329 to 17330, 17344, 17347 to 17350, 17352 to 17376 DD71010507 to DD72300407, PRES, MFA, CEO, MCD, MWS VISA CARDS totalling \$504,227.21 from Council's Municipal Fund, be authorised and passed for payment; and
2. Voucher 24 to 27 totalling \$1279.40 from Council's Trust Fund; be authorised and passed for payment.

**RESOLUTION:                      2007-080**

**Moved:** Girando

**Seconded:** George

*That payments listed at Attachment 10.4.1 Accounts Due and Submitted to Council Meeting on 16 May 2007 including:*

1. *EFT205 to EFT269, Vouchers 17329 to 17330, 17344, 17347 to 17350, 17352 to 17376 DD71010507 to DD72300407, PRES, MFA, CEO, MCD, MWS VISA CARDS totalling \$504,227.21 from Council's Municipal Fund, be authorised and passed for payment; and*
2. *Voucher 24 to 27 totalling \$1279.40 from Council's Trust Fund; be authorised and passed for payment.*

**CARRIED 8/0**

## List of Accounts Due and Submitted

16 May 2007

Chq/EFT	Name	Description	Trust	Municipal	Amount
24	SHIRE OF COOROW	BRB TRANSACTION FEE	71.50		71.50
25	BCITF	BCITF LEVY	910.30		910.30
26	BRB WA	BRB LEVY	236.00		236.00
27	SHIRE OF COOROW	BRB TRANSACTION FEE	61.60		61.60
EFT205	BRB WA	BRB LEVY COLLECTION		383.50	383.50
EFT206	SHADES PERGOLAS	PERGOLA BAY BEACH		7488.80	7488.80
EFT207	GERALDTON FUEL CO	DISTILLATE		8228.00	8228.00
EFT208	FESA	ESL REMIT APRIL 2007		149.63	149.63
EFT209	ARROWSMITH COMPUTER	SERVER MAINTENANCE		404.00	404.00
EFT210	AUSTRALIA POST	POSTAGE		545.11	545.11
EFT211	ADAGE FURNITURE	OFFICE FURNITURE		28125.90	28125.90
EFT212	AGPARTS WAREHOUSE	PARTS		400.00	400.00
EFT213	AVON WASTE	RUBBISH COLLECTION		8646.66	8646.66
EFT214	ATYEO'S ENVIRO HEALTH	EHO/BS RELIEF		3108.71	3108.71
EFT215	BOC GASES	GAS&OXYGEN		512.10	512.10
EFT216	BT EQUIPMENT	ROLLER HIRE		4400.00	4400.00
EFT217	COOROW ROADHOUSE	MEALS		205.50	205.50
EFT218	COURIER AUSTRALIA	FREIGHT		143.52	143.52
EFT219	COVENTRY GROUP LTD	PARTS		1815.41	1815.41
EFT220	CHAMBERLAIN DESIGN	DOORS LEEMAN LIBRARY		4077.70	4077.70
EFT221	COOROW HIGHWAY STORE	REFRESHMENTS		94.33	94.33
EFT222	CUNNINGHAMS AG	PARTS		1070.60	1070.60
EFT223	CLARKSON FREIGHTLINES	COURIER FEE/EMPTY RETURN		119.01	119.01
EFT224	DRUMMOND JOE ELECTRICS	LMN OVAL SEWERAGE REPAIRS		1988.80	1988.80
EFT225	DR Y INOUE	DOCTOR CONTRIBUTIONS		2589.94	2589.94
EFT226	FAMILY SHOPPING CENTRE	REFRESHMENTS/GAS		1408.60	1408.60
EFT227	GH COUNTRY COURIERS	COURIER CHARGES		35.64	35.64
EFT228	GERALDTON MOWER & REPAIRS	BLADES/CORD		306.60	306.60
EFT229	GREEN HEAD GENERAL STORE	REFRESHMENTS		189.85	189.85
EFT230	GREEN HEAD BOBCAT AND TRUCK	BOB CAT HIRE		1683.00	1683.00
EFT231	GRANDVIEW MANAGEMENT	CAT TRAPS		176.00	176.00
EFT232	HONDA SHOP	OIL		90.00	90.00
EFT233	HERSEY JR & A PTY LTD	SAFETY GEAR		3354.82	3354.82
EFT234	HAULMORE TRAILER RENTALS	RENTAL OF SIDE TIPPER		15281.82	15281.82
EFT235	JURIEN BAY TELECENTRE	ADVERTISING		25.00	25.00
EFT236	LEEMAN HARDWARE	MISC EXPENSES		892.53	892.53
EFT237	LAWN DOCTOR	DE-THATCH OVALS		5610.00	5610.00
EFT238	LEWIS TYRES PTY LTD	GRADER TYRE		234.00	234.00
EFT239	LANDMARK	TRUCK WASH		62.15	62.15
EFT240	LAUNDY PLUMBING & GAS	COOROW OFFICE LEACH DRAIN		2870.44	2870.44
EFT241	ML COMMUNICATIONS	PHONE RENTAL		341.25	341.25
EFT242	MCINTOSH & SON	PARTS		217.99	217.99
EFT243	MIDALIA STEEL PTY LTD	LEAN-TO COOROW DEPOT		8063.83	8063.83
EFT244	MCINTOSH & SON	PARTS		3233.34	3233.34
EFT245	MIDWEST LABOUR POOL	LABOUR HIRE GRADER OP		6006.00	6006.00
EFT246	WALGA	ADVERTISING VACANCIES		2209.24	2209.24
EFT247	NORTH MIDLANDS MOTORS	AIR CON REPAIR		2981.80	2981.80
EFT248	POVERS RURAL TRADERS	MATERIAL PURCHASES		1020.22	1020.22
EFT249	PURCHER-INTERNATIONAL	TRAVEL AND REPAIRS		1349.30	1349.30
EFT250	PAPER PLUS OFFICE NATIONAL	STATIONARY COOROW		270.58	270.58
EFT251	PHS PTY LTD	PLANT HIRE		7000.78	7000.78
EFT252	RBC-RURAL	PHOTOCOPIER REPAIRS		360.21	360.21
EFT253	REYNOLDS NW & S & SONS	SUNDRY SUPPLIES		867.54	867.54
EFT254	RICOH FINANCE	LEASE-COPIERS		968.77	968.77



**List of Accounts Due and Submitted  
16 May 2007**

Chq/EFT	Name	Description	Trust	Municipal	Amount
EFT255	SHIRE OF DANDARAGAN	DOCTOR CONTRIBUTIONS		3911.53	3911.53
EFT256	STATE LIBRARY OF WA	DAMAGED BOOKS		201.30	201.30
EFT257	SEASIDE SUPPLIES	REFRESHMENTS		524.30	524.30
EFT258	STAR TRACK EXPRESS	FREIGHT		243.03	243.03
EFT259	SHIRE OF MINGENEW	TRAFFIC CONTROL COURSE		1650.00	1650.00
EFT260	SOVEREIGN PETROLEUM	COOLANT/OIL		353.63	353.63
EFT261	VALUER GENERALS OFFICE	UV CHARGES		105.50	105.50
EFT262	VISIMAX	RANGER CLOTHING		60.70	60.70
EFT263	WATTLEUP TRACTORS	PARTS		550.15	550.15
EFT264	WALTON STORES	VEHICLE SERVICE		589.90	589.90
EFT265	WESTRAC EQUIPMENT	PARTS		129.25	129.25
EFT266	WINCHESTER INDUSTRIES	BLUE METAL		19321.06	19321.06
EFT267	WCRC	TOURISM CONTRIBUTION		3300.00	3300.00
EFT268	YAKKA SOMERTON	UNIFORMS		180.40	180.40
EFT269	CENTRAL EARTHMOVING	COOROW/LATHAM RD		113010.04	113010.04
17329	PAYROLL DEDUCTION - LOTTO	PAYROLL DEDUCTIONS		180.00	180.00
17330	PAYROLL DEDUCTION - SUPER	SUPERANNUATION		17385.30	17385.30
17344	SHIRE OF COOROW	PETTY CASH RECOUP		152.55	152.55
17347	PAYROLL DEDUCTION - CSA	PAYROLL DEDUCTIONS		1126.51	1126.51
17348	PAYROLL DEDUCTION - LOTTO	PAYROLL DEDUCTIONS		170.00	170.00
17349	PAYROLL DEDUCTION - LOTTO	PAYROLL DEDUCTIONS		170.00	170.00
17350	AUSTRALIAN TAXATION OFFICE	BAS APRIL 2007		19140.00	19140.00
17352	ALLPET PRODUCTS	DISCS AND RINGS FOR DOGS		194.96	194.96
17353	COOROW TELECENTRE	STAMP FOR LIBRARY		35.50	35.50
17354	DAVID GRAY & CO	240LT BROWN BIN		87.67	87.67
17355	DEPT HOUSING & WORKS	MCD COURSE		88.00	88.00
17356	DAVE GOODBODY MAINTENANCE	DOOR REPLACEMENT		1881.00	1881.00
17357	FITZGERALD STRATEGIES	IR SERVICES 2007-08		1674.09	1674.09
17358	GREEN HEAD COMMUNITY CENTRE	CLEANING REIMBURSEMENT		250.00	250.00
17359	HITACHI CONST MACHINERY (AUST)	PARTS		1361.49	1361.49
17360	HALF WAY MILL ROADHOUSE	FIRE BRIGADE FUEL		238.40	238.40
17361	HUGHANS SAW SERVICE	BLADES		102.28	102.28
17362	JURIEN ALLIED REVICES	REVERSE CYCLE AIR CON		4163.50	4163.50
17363	KLEENHEAT GAS	GAS -BULK MALEY PARK		174.63	174.63
17364	LEEMAN SENIORS	REIMBURSE FUEL AND BUS		361.25	361.25
17365	MADDINGTON RADIATOR SERVICE	RADIATOR		616.00	616.00
17366	MITCHELL & BROWN	ADSL SOCKET OUTLETS		995.60	995.60
17367	MARTINS TRAILER PARTS PTY LTD	COMPLIANCE PLATES		18.66	18.66
17368	MACKENZIE R	FLYSCREENS/DOOR REPAIR		462.00	462.00
17369	MCDONALDS	GARBAGE BAGS		59.95	59.95
17370	PATTON AM & MB	GRAVEL SUPPLY		3643.75	3643.75
17371	PIONEER ROAD SERVICES	BITUMEN RESEAL OF ROADS		71702.80	71702.80
17372	SNAG ISLAND ROADHOUSE	POSTAGE -LEEMAN		85.15	85.15
17373	SYNERGY	STREET LIGHTS		1543.35	1543.35
17374	SPECTRUM DISTRIBUTORS	SERVICE FEE		117.62	117.62
17375	TELSTRA	PHONE		1895.23	1895.23
17376	WATER CORPORATION	WATER		19551.70	19551.70
71010507	TRANSPORT DEPT OF	TRANS LICENSING		2574.60	2574.60
71020507	TRANSPORT DEPT OF	TRANS LICENSING		770.75	770.75
71030507	TRANSPORT DEPT OF	TRANS LICENSING		10434.85	10434.85
71040507	TRANSPORT DEPT OF	TRANS LICENSING		229.05	229.05
71070507	TRANSPORT DEPT OF	TRANS LICENSING		216.45	216.45
71080507	TRANSPORT DEPT OF	TRANS LICENSING		163.30	163.30
71090507	TRANSPORT DEPT OF	TRANS LICENSING		871.65	871.65
71120407	TRANSPORT DEPT OF	TRANS LICENSING		855.30	855.30
71130407	TRANSPORT DEPT OF	TRANS LICENSING		586.70	586.70

**List of Accounts Due and Submitted  
16 May 2007**

Chq/EFT	Name	Description	Trust	Municipal	Amount
71160407	TRANSPORT DEPT OF	TRANS LICENSING		639.75	639.75
71170407	TRANSPORT DEPT OF	TRANS LICENSING		4699.35	4699.35
71180407	TRANSPORT DEPT OF	TRANS LICENSING		55.90	55.90
71200407	TRANSPORT DEPT OF	TRANS LICENSING		393.40	393.40
71230407	TRANSPORT DEPT OF	TRANS LICENSING		2689.55	2689.55
71240407	TRANSPORT DEPT OF	TRANS LICENSING		4440.40	4440.40
71260407	TRANSPORT DEPT OF	TRANS LICENSING		806.55	806.55
71270407	TRANSPORT DEPT OF	TRANS LICENSING		531.90	531.90
71300407	TRANSPORT DEPT OF	TRANS LICENSING		9507.65	9507.65
72010507	TRANSPORT DEPT OF	TRANS LICENSING		989.30	989.30
72020507	TRANSPORT DEPT OF	TRANS LICENSING		1546.00	1546.00
72030507	TRANSPORT DEPT OF	TRANS LICENSING		741.00	741.00
72040507	TRANSPORT DEPT OF	TRANS LICENSING		1513.35	1513.35
72070507	TRANSPORT DEPT OF	TRANS LICENSING		366.50	366.50
72080507	TRANSPORT DEPT OF	TRANS LICENSING		3241.80	3241.80
72090507	TRANSPORT DEPT OF	TRANS LICENSING		2757.55	2757.55
72120407	TRANSPORT DEPT OF	TRANS LICENSING		1794.95	1794.95
72130407	TRANSPORT DEPT OF	TRANS LICENSING		853.10	853.10
72160407	TRANSPORT DEPT OF	TRANS LICENSING		1012.25	1012.25
72170407	TRANSPORT DEPT OF	TRANS LICENSING		2339.55	2339.55
72180407	TRANSPORT DEPT OF	TRANS LICENSING		1313.95	1313.95
72190407	TRANSPORT DEPT OF	TRANS LICENSING		1254.80	1254.80
72190407	TRANSPORT DEPT OF	TRANS LICENSING		959.40	959.40
72200407	TRANSPORT DEPT OF	TRANS LICENSING		1088.15	1088.15
72230407	TRANSPORT DEPT OF	TRANS LICENSING		527.50	527.50
72240407	TRANSPORT DEPT OF	TRANS LICENSING		1018.10	1018.10
72260407	TRANSPORT DEPT OF	TRANS LICENSING		1408.25	1408.25
72270407	TRANSPORT DEPT OF	TRANS LICENSING		671.20	671.20
72300407	TRANSPORT DEPT OF	TRANS LICENSING		573.60	573.60
91300407	BANKWEST	VISA CARD PRES		770.50	770.50
92300407	BANKWEST	VISA CARD CEO		311.09	311.09
93300407	BANKWEST	VISA CARD MFA		1016.50	1016.50
94300407	BANKWEST	VISA CARD MCD		103.00	103.00
95300407	BANKWEST	VISA CARD MWS		220.47	220.47
			<b>1279.40</b>	<b>504227.21</b>	<b>505506.61</b>

**10.4.2 MONTHLY STATEMENT OF FINANCIAL ACTIVITY – APRIL 2007**

<b>AUTHOR</b>	Dacre Alcock
<b>DISCLOSURE OF INTEREST</b>	Nil
<b>DATE OF REPORT</b>	7 May 2007
<b>ATTACHMENT</b>	10.4.2 Statement of Financial Activity to 30 April 2007
<b>FILE</b>	F8.07 – Finance - 2006/07

**SUMMARY:**

**In accordance with the Local Government (Financial Management) Regulations 1996, regulation 34 stipulates that a local government is to prepare each month a statement of financial activity reporting on the sources and applications of funds, as set out in the annual budget under regulation 22(1)(d), for that month.**

**COMMENT:**

The form of the Monthly Financial Statements presented to Council is a Statement of Financial Activity, which also includes supplementary information including an Operating Statement Function and Activity, Balance Sheet, Cash Flow Graph and Plant Cost Recovery Report. A copy of the Statement of Financial Activity for the month ended 30 April 2007 is included at Attachment 10.4.2 for Councillor's information.

Council is required to prepare the Statement of Financial Activity as per Local Government (FM) Reg 36, but can resolve to have supplementary information included as required.

**STATUTORY ENVIRONMENT:**

*Local Government (Financial Management) Regulations 1996.*

**34. Financial reports to be prepared — s. 6.4**

- (1) A local government is to prepare each month a statement of financial activity reporting on the sources and applications of funds, as set out in the annual budget under regulation 22(1)(d), for that month in the following detail -
  - (a) annual budget estimates, taking into account any expenditure incurred for an additional purpose under section 6.8(1)(b) or (c);
  - (b) budget estimates to the end of the month to which the statement relates;
  - (c) actual amounts of expenditure, revenue and income to the end of the month to which the statement relates;
  - (d) material variances between the comparable amounts referred to in paragraphs (b) and (c); and
  - (e) the net current assets at the end of the month to which the statement relates.
- (2) Each statement of financial activity is to be accompanied by documents containing -
  - (a) an explanation of the composition of the net current assets of the month to which the statement relates, less committed assets and restricted assets;
  - (b) an explanation of each of the material variances referred to in subregulation (1)(d); and
  - (c) such other supporting information as is considered relevant by the local government.

- (3) The information in a statement of financial activity may be shown -
- (a) according to nature and type classification;
  - (b) by program; or
  - (c) by business unit.
- (4) A statement of financial activity, and the accompanying documents referred to in subregulation (2), are to be -
- (a) presented to the council -
    - (i) at the next ordinary meeting of the council following the end of the month to which the statement relates; or
    - (ii) if the statement is not prepared in time to present it to the meeting referred to in subparagraph (i), to the next ordinary meeting of the council after that meeting; and
  - (b) recorded in the minutes of the meeting at which it is presented.
- (5) Each financial year, a local government is to adopt a percentage or value, calculated in accordance with AAS 5, to be used in statements of financial activity for reporting material variances.

#### **FINANCIAL, STRATEGIC AND POLICY IMPLICATIONS:**

Nil.

#### **VOTING REQUIREMENTS:**

Simple Majority

#### **OFFICER RECOMMENDATION:**

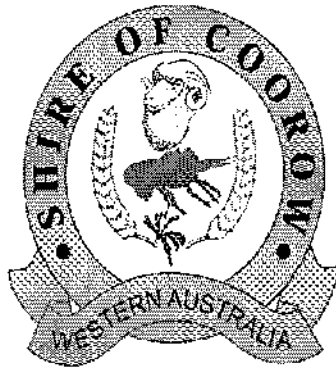
That Council accepts the Monthly Statement of Financial Activity as included at Attachment 10.4.2 for the period ended 30 April 2007.

#### **RESOLUTION:                      2007-081**

**Moved:** Stacy                      **Seconded:** O'Callaghan

*That Council accepts the Monthly Statement of Financial Activity as included at Attachment 10.4.2 for the period ended 30 April 2007.*

**CARRIED 8/0**



## SHIRE OF COOROW

### MONTHLY STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2006 TO 30 April 2007

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## SHIRE OF COOROW

## STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2006 TO 30 April 2007

	NOTE	April 2007 Actual \$	April 2007 Y-T-D Budget \$	2006/07 Budget \$	Variances Actuals to Budget \$	Variances Actual Budget to Y-T-D %
<b>Operating</b>						
<b>Revenues/Sources</b>	1,2					
Governance		3,287	2,827	3,392	480	16.29%
General Purpose Funding		796,002	852,807	1,023,368	(56,804)	(6.66%)
Law, Order, Public Safety		52,004	45,479	54,575	6,525	14.35%
Health		5,785	14,322	17,186	(8,537)	(59.61%)
Education and Welfare		17,260	46,133	55,360	(28,873)	(62.59%)
Housing		22,152	20,417	24,500	1,735	8.50%
Community Amenities		182,938	186,587	186,587	(3,649)	(1.98%)
Recreation and Culture		335,097	236,458	219,458	98,639	41.72%
Transport		727,222	691,710	830,052	35,512	5.13%
Economic Services		30,278	10,900	10,900	19,378	177.78%
Other Property and Services		86,070	107,412	128,894	(21,342)	(19.87%)
		<u>2,258,095</u>	<u>2,215,051</u>	<u>2,554,272</u>	<u>43,044</u>	<u>1.94%</u>
<b>(Expenses)/(Applications)</b>	1,2					
Governance		(272,847)	(296,550)	(296,546)	23,703	7.99%
General Purpose Funding		(102,081)	(117,543)	(141,052)	15,462	13.15%
Law, Order, Public Safety		(112,109)	(121,389)	(145,667)	9,280	7.64%
Health		(87,212)	(98,288)	(117,945)	11,076	11.27%
Education and Welfare		(16,288)	(20,492)	(24,590)	4,204	20.51%
Housing		(17,186)	(20,417)	(24,500)	3,231	15.82%
Community Amenities		(244,072)	(317,448)	(380,935)	73,374	23.11%
Recreation & Culture		(670,210)	(612,303)	(734,763)	(57,908)	(9.46%)
Transport		(1,825,707)	(1,624,655)	(1,624,656)	(201,052)	(12.38%)
Economic Services		(105,262)	(111,828)	(134,193)	6,566	5.87%
Other Property and Services		(213,151)	(23,624)	(23,625)	(189,527)	(802.26%)
		<u>(3,666,125)</u>	<u>(3,364,533)</u>	<u>(3,648,472)</u>	<u>(301,592)</u>	<u>8.96%</u>
<b>Adjustments for Non-Cash</b>						
<b>(Revenue) and Expenditure</b>						
(Profit)/Loss on Asset Disposals	4	(42,749)	(7,250)	(13,505)	(35,499)	(489.64%)
Depreciation on Assets	2(a)	1,667,610	1,232,848	1,479,418	434,762	(35.26%)
<b>Capital Revenue and (Expenditure)</b>						
Purchase Land Held for Resale	3	0	0	0	0	0.00%
Purchase Land and Buildings	3	(200,121)	(460,068)	(727,075)	259,947	56.50%
Purchase Furniture and Equipment	3	(9,903)	(6,670)	(8,000)	(3,233)	(48.47%)
Purchase Plant and Equipment	3	(464,818)	(580,780)	(696,957)	115,962	19.97%
Purchase Tools	3	0	0	0	0	0.00%
Purchase Infrastructure Assets - Road	3	(836,421)	(1,008,548)	(1,210,257)	172,127	17.07%
Purchase Infrastructure Assets - Foot	3	(29,555)	(23,750)	(28,500)	(5,805)	(24.44%)
Purchase Infrastructure Assets - Drain	3	0	0	0	0	0.00%
Purchase Infrastructure Assets - Other	3	(9,868)	(87,255)	(107,210)	77,387	88.69%
Proceeds from Disposal of Assets	4	180,793	21,000	706,500	159,793	(760.92%)
Repayment of Debentures	5	(108,512)	(290,860)	(349,037)	182,348	62.69%
Proceeds from New Debentures	5	0	275,000	330,000	(275,000)	100.00%
Advances to Community Groups		0	0	0	0	0.00%
Self-Supporting Loan Principal Income		41,633	30,282	36,338	11,351	(37.49%)
Transfers to Restricted Assets (Reserve)	6	(12,675)	(131,666)	(158,000)	118,991	90.37%
Transfers from Restricted Asset (Reserve)	6	0	104,167	125,000	(104,167)	100.00%
Transfers to Restricted Assets (Other)		(116,255)	0	0	(116,255)	0.00%
Transfers from Restricted Asset (Other)		232,511	0	0	232,511	0.00%
<b>ADD</b> Net Current Assets July 1 B/Fwd	7	(10,477)	32,399	32,399	(42,876)	132.34%
<b>LESS</b> Net Current Assets Year to Date	7	<u>284,904</u>	<u>3,734,286</u>	<u>566</u>	<u>(3,449,382)</u>	<u>92.37%</u>
<b>Amount Raised from Rates</b>	8	<u>(1,411,741)</u>	<u>(1,683,652)</u>	<u>(1,683,652)</u>	<u>271,911</u>	<u>16.15%</u>

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

Agenda for Ordinary Meeting to be held Wednesday 16 May 2007



NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2006 TO 30 April 2007

**1. SIGNIFICANT ACCOUNTING POLICIES**

The significant accounting policies which have been adopted in the preparation of this statement of financial activity are:

**(a) Basis of Accounting**

This statement has been prepared in accordance with applicable Australian Accounting Standards, other mandatory professional reporting requirements and the Local Government Act 1995 (as amended) and accompanying regulations (as amended).

**(b) The Local Government Reporting Entity**

All Funds through which the Council controls resources to carry on its functions have been included in this statement.

In the process of reporting on the local government as a single unit, all transactions and balances between those funds (for example, loans and transfers between Funds) have been eliminated.

All monies held in the Trust Fund are excluded from the statement, but a separate statement of those monies appears at Note 9.

**(c) Rounding Off Figures**

All figures shown in this statement, other than a rate in the dollar, are rounded to the nearest dollar.

**(d) Rates, Grants, Donations and Other Contributions**

Rates, grants, donations and other contributions are recognised as revenues when the local government obtains control over the assets comprising the contributions. Control over assets acquired from rates is obtained at the commencement of the rating period or, where earlier, upon receipt of the rates.

**(e) Goods and Services Tax**

In accordance with recommended practice, revenues, expenses and assets capitalised are stated net of any GST recoverable. Receivables and payables are stated inclusive of applicable GST.

**(f) Fixed Assets**

Property, plant and equipment and infrastructure assets are brought to account at cost or fair value less, where applicable, any accumulated depreciation or amortisation and any accumulated impairment balances.

The value of all infrastructure assets (other than land under roads) has been recorded in the Statement of Financial Position. Bridges and land under roads are excluded from infrastructure in accordance with legislative requirements.

As of 1 July 2001, Council elected to revert to the cost basis for measuring land and buildings and all infrastructure assets (other than roads) that were being carried at a revalued amount at the immediately preceding reporting date being 30 June, 2001.

This was achieved by deeming the carrying amount of the non-current assets comprising the particular class to be their cost and complied with the requirements on first application of the Accounting Standard AASB 1041 'Revaluation of Non-Current Assets'.

Those assets carried at a revalued amount, being their fair value at the date of revaluation less any subsequent accumulated depreciation and accumulated impairment losses, are to be revalued with sufficient regularity to ensure the carrying amount does not differ significantly from that determined using fair value at reporting date.

SHIRE OF COOROW

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2006 TO 30 April 2007

**1. SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**(g) Depreciation of Non-Current Assets**

All non-current assets having a limited useful life are separately and systematically depreciated over their useful lives in a manner which reflects the consumption of the future economic benefits embodied in those assets.

Depreciation is recognised on a straight-line basis, using rates which are reviewed each reporting period. Major depreciation periods are:

Buildings	2%
Office Furniture and Equipment	10%
Electrical Office Equipment	33%
Computer	
Plant and Equipment	0% to 10%
Mobile Plant and Vehicles	7%
Tools	10%
Sealed Roads	20%
Unsealed Roads	
Footpaths and Cycleways	6.70%
Drainage	5%

**(h) Adoption of Australian Equivalents to International Financial Reporting Standards (AIFRSs)**

For reporting periods commencing on or after 1 January 2005, the Shire of Coorow will be required to prepare its annual financial report using Australian equivalents to International Financial Reporting Standards and their related pronouncements (AIFRSs) as issued by the Australian Accounting Standards Board (AASB).

As the AASB has prohibited the early adoption of the AIFRSs, the Shire of Coorow will report for the first time in compliance with AIFRSs in the annual financial report for the year ended 30 June 2006 (that is, the year commencing 1 July 2005 or this current budget year).

The Shire of Coorow is required to prepare an opening balance sheet in accordance with AIFRSs as at 1 July 2004. Most adjustments required on transition to AIFRSs will be made retrospectively against opening retained earnings on 1 July 2004 in accordance with AIFRSs. Transitional adjustments relating to those standards for which comparatives are not required will only be made with effect from 1 July 2005.

**SHIRE OF COOROW**

**NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY**

**FOR THE PERIOD 1 JULY 2006 TO 30 April 2007**

**2. STATEMENT OF OBJECTIVE**

*The Shire of Coorow is dedicated to providing high quality services to the community through the various service orientated programs which it has established.*

**GOVERNANCE**

Members of Council

Auditing, reporting to electors and ratepayers

**GENERAL PURPOSE FUNDING**

Rates, general purpose government grants and interest revenue

**LAW, ORDER, PUBLIC SAFETY**

Fire prevention - Assisting Volunteer Fire Brigade, fire shed and plant maintenance

Animal Control - Registration of dogs, control straying stock

Ranger responsibilities - enforcement of local laws

**HEALTH**

Environmental Health - notifiable diseases, industrial emissions, rubbish disposal

Food control - periodic testing of locally prepared foods

Pest control - mosquitoes & fly control

Immunisation services

Maintenance of Doctor's Surgery at Coorow

**EDUCATION AND WELFARE**

Care of Families and Children - Rural Counsellor, Child Minding Centre

Senior Citizens - HACC activities, Aged Persons Accommodation

Education - Pre Schools, Telecentres

**HOUSING**

Rental accommodation of community housing

Employee Housing

**COMMUNITY AMENITIES**

Rubbish collection services - Coorow, Leeman and Green Head

Rubbish tip maintenance - Coorow, Marchagee, Coast

Sewerage - inspection of septic tanks

Protection of the environment - rehabilitation of Squatters Area beachfront

Public toilets Leeman, Green Head, Coorow and Squatters Area

Cemeteries - contribution to Winchester cemetery

Administration and review of Town Planning Scheme

**RECREATION AND CULTURE**

Halls - Coorow Hall, Maley Park, Green Head Community Centre

Swimming Pools - operation of Coorow Swimming Pool

Other Rec & Sport - Coorow and Leeman ovals, parks, gardens, foreshore reserves

Boat ramps, Leeman Recreation Centre, townscaping

Libraries - Coorow, Leeman and Green Head

Television Retransmission - Coorow, Leeman and Green Head

Other Culture - sponsorship of arts, festivals

**TRANSPORT**

Construction and maintenance of roads, drainage works, footpaths and parking facilities. Leeman Aerodrome.

**ECONOMIC SERVICES**

Tourism - local publications, area promotion, Coorow caravan park

Building controls - Issue of building licenses, demolition permits

Other Economic Services - Business Facilitator

**OTHER PROPERTY & SERVICES**

Private Works

Plant Maintenance costs

Public works overheads

Other unclassified expenditure

**SHIRE OF COOROW**

**NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY**

**FOR THE PERIOD 1 JULY 2006 TO 30 April 2007**

<b>3. ACQUISITION OF ASSETS</b>	<b>April 2007 Actual \$</b>	<b>2006/07 Budget \$</b>
The following assets have been acquired during the period under review:		
<b><u>By Program</u></b>		
<b>Governance</b>		
CEO Vehicle x 1 Landcruiser	0.00	70,000
MFA Vehicle x 1 Berlina	0.00	33,000
New Computers		8,000
Coorow Office Upgrade	19,510.07	55,000
Office Computers	5,914.55	
Leeman Office Equipment	3,988.00	
<b>Law, Order &amp; Public Safety</b>		
Rangers Vehicle	0.00	33,000
Fire Station Green Head		
<b>Health</b>		
MCD Vehicles x 1 Berlina	59,664.89	33,000
<b>Education and Welfare</b>		
Coorow Aged Persons Units	36,363.64	119,600
<b>Housing</b>		
Construct new House Lot 117 Commercial St	0.00	185,000
Purchase Land Lot 64 Nairn Street	107,859.91	200,000
Employee Housing	29,415.70	0
<b>Community Amenities</b>		
Coorow Waste Management	1,034.55	26,000
Coastal Waste Management		24,150
Leeman Town Drainage		0
Playground Coorow Town Park	0.00	5,260
<b>Recreation and Culture</b>		
Coorow District Hall	0.00	147,475
Ride-on Mower	26,454.55	25,000
Leeman Foreshore Development - Bay Beach	8,833.85	51,800
Improvements to Retransmissions	2,090.00	
<b>Transport</b>		
Road Construction		
- Coorow Green Head Road	257,487.03	309,500
- Coorow Latham Road	289,895.46	403,000
- Buntline/Marchagee Culvert	28,779.42	75,455
- Marchagee Track	118,975.73	119,885
- Thomas Street	7,535.79	14,733
- Ocean View Drive	6,178.55	14,733
- Illyarrie Street	1,235.00	7,373
- Willcocks Road	75,232.96	74,605
- Launer Road	1,435.71	81,945
- Marchagee Buntine Road	49,665.51	41,628
- Banovich Road		67,400

Footpath Construction Morcombe Rd, Leeman	29,554.82	28,500
Truck	239,940.00	239,940
Tractor	90,317.00	90,317
4wd MWS Vehicle x 1 Landcruiser		70,000
4wd Dual Cab Vehicle - Works Supervisor		33,000
4wd Utility (Coast)		33,000
Works Utility Dual Cab CW0017 2WD	34,170.00	28,000
Plasma Cutter		4,200
Oil Pumps x 2		4,500
Ice Machine Depot		0
Pressure Cleaner		0
Coorow Depot Shed	4,881.32	20,000
Sundry Plant & Equipment	14,271.09	
	<u>1,550,685.10</u>	<u>2,777,999</u>



**SHIRE OF COOROW**

**NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY**

**FOR THE PERIOD 1 JULY 2006 TO 30 April 2007**

<b>3. ACQUISITION OF ASSETS (Continued)</b>	<b>April 2007 Actual \$</b>	<b>2006/07 Budget \$</b>
The following assets have been acquired during the period under review:		
<b><u>By Class</u></b>		
Land Held for Resale	0.00	0
Land and Buildings	200,120.64	727,075
Furniture and Equipment	9,902.55	8,000
Plant and Equipment	464,817.53	696,957
Tools	0.00	0
Infrastructure Assets - Roads	836,421.16	1,210,257
Infrastructure Assets - Footpaths	29,554.82	28,500
Infrastructure Assets - Drainage	0.00	0
Infrastructure Assets - Other	9,868.40	107,210
	<u>1,550,685.10</u>	<u>2,777,999</u>

# SHIRE OF COOROW

## NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2006 TO 30 April 2007

### 4. DISPOSALS OF ASSETS

The following assets have been disposed of during the period under review:

By Program	Net Book Value		Sale Proceeds		Profit(Loss)	
	April 2007 Actual \$	2006/07 Budget \$	April 2007 Actual \$	2006/07 Budget \$	April 2007 Actual \$	2006/07 Budget \$
<b>Governance</b>						
CW00 Holden Statesman	0	20,000	0	21,000	0	1,000
CW001 Toyota Landcruiser	0	52,750	0	55,000	0	2,250
Board Room Table	0		1,136		1,136	
Written Off office Furniture	1,855		0		(1,855)	
<b>Law, Order &amp; Public Safety</b>						
CW0050 Toyota Hilux	0	17,995	0	25,000	0	7,005
<b>Health</b>						
CW 000 Holden Berina	27,511	13,750	20,000	21,000	(7,511)	7,250
CW 000 Holden Berina	28,332		29,171		839	
<b>Housing</b>						
Sale of Lot 64 Nairn Street	0	331,000	0	350,000	0	19,000
<b>Recreation &amp; Culture</b>						
Ride on Mower	9,575	15,000	14,182	17,000	4,607	2,000
Green Screen Copier	2,457				(2,457)	
<b>Transport</b>						
Truck	62,976	119,000	104,940	104,500	41,964	(14,500)
Written off Plant and Equipment	641				(641)	
CW002 Toyota Landcruiser		55,250	0	55,000	0	(250)
CW003 Toyota Hilux		26,000		25,000		(1,000)
CW008 Toyota Hilux		26,000		25,000		(1,000)
CW0017 Grader Ute	4,697	16,250	11,364	8,000	6,667	(8,250)
	138,044	692,995	180,793	706,500	42,749	13,505

By class of asset	Net Book Value		Sale Proceeds		Profit(Loss)	
	April 2007 Actual \$	2006/07 Budget \$	April 2007 Actual \$	2006/07 Budget \$	April 2007 Actual \$	2006/07 Budget \$
Land & Buildings	0	331,000	0	350,000	0	19,000
Office Furniture	1,855		0		-719	
Plant & Equipment	138,044	361,995	180,793	356,500	43,468	(5,495)
	139,899	692,995	180,793	706,500	42,749	13,505

### Summary

Profit on Asset Disposals  
Loss on Asset Disposals

April 2007 Actual \$	2006/07 Budget \$
55,213	38,505
(12,464)	(25,000)
42,749	13,505

Agenda for Ordinary Meeting to be held Wednesday 16 May 2007

**SHIRE OF COOROW**

**NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY**

**FOR THE PERIOD 1 JULY 2006 TO 30 April 2007**

**5. INFORMATION ON BORROWINGS**

**(a) Debenture Repayments**

Particulars	Principal 1-Jul-06	New Loans		Principal Repayments		Principal Outstanding		Interest Repayments	
		2006/07 Budget \$	2006/07 Actual \$	2006/07 Budget \$	2006/07 Actual \$	2006/07 Budget \$	2006/07 Actual \$	2006/07 Budget \$	2006/07 Actual \$
<b>Housing</b>									
Loan 69 - Coorow Residence	67,211			11,870	11,870	55,341	55,341	3,941	3,941
Loan 71 - Leeman Residence	102,613			6,041	6,041	96,572	96,572	6,205	6,206
Loan 79 - Leeman Executive House	214,689			13,092	6,458	201,597	208,231	11,503	5,840
Loan 83 - Purchase Land Lot 64 Nairn St	0	200,000	0	200,000	0	0	0	8,900	0
<b>Community Amenities</b>									
Loan 75 - Mobile Phone Network	34,629			6,092	2,999	28,537	31,630	2,094	1,094
Loan 77 - Coorow Land Inc (*)	127,565			14,226	14,226	113,339	113,339	6,662	6,662
Loan 78 - Greenhead Town Drainage	67,267			9,621	9,621	57,646	57,646	3,947	3,947
Loan 81 - CCLI (SSL)	106,037			9,990	9,990	96,047	96,047	5,956	6,059
<b>Recreation &amp; Culture</b>									
Loan 68 - Leeman Rec Centre (*)	87,635			12,672	12,672	74,963	74,963	4,716	4,716
Loan 70 - Leeman Rec Centre	128,750			18,368	9,046	110,382	119,704	7,651	3,964
Loan 76 - Greenhead Boat Ramp	23,697			4,163	2,049	19,534	21,648	1,449	757
Loan 82 - Leeman Bowling Green Upgrade (*)	57,725			4,744	4,745	52,981	52,980	3,184	3,218
<b>Transport</b>									
Loan 72 - Roadworks	37,579			18,227	8,977	19,352	28,602	2,012	1,142
Loan 80 - Grader	63,484			19,931	9,819	43,553	53,665	3,491	1,892
Loan 84 - Purchase New Truck	0	130,000	0	0	0	130,000	0	0	0
	1,118,881	330,000	0	349,037	108,512	1,099,844	1,010,369	71,711	49,437

(\*) Self supporting loans financed by payments from third parties.

All other loan repayments were financed by general purpose income.

**SHIRE OF COOROW**

**NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY**

**FOR THE PERIOD 1 JULY 2006 TO 30 April 2007**

**5. INFORMATION ON BORROWINGS (Continued)**

(b) New Debentures - 2006/07

Particulars/Purpose	Amount Borrowed		Institution	Loan Type	Term (Years)	Total Interest & Charges \$	Interest Rate %	Amount Used		Balance Unspent \$
	Actual \$	Budget \$						Actual \$	Budget \$	
Loan 83 - Purchase Land Lot 64 Naim St	0	200,000	WATC	Debenture	1	208,900	6.00	0	200,000	NIL
Loan 84 - Purchase New Truck	0	130,000	WATC	Debenture	5	172,540	6.00	0	130,000	NIL

**SHIRE OF COOROW**

**NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY**

**FOR THE PERIOD 1 JULY 2006 TO 30 April 2007**

	<b>April 2007 Actual \$</b>	<b>2006/07 Budget \$</b>
<b>6. RESERVES</b>		
<b>Cash Backed Reserves</b>		
<b>(a) Leave Reserve</b>		
Opening Balance	208,270	208,380
Amount Set Aside / Transfer to Reserve	6,767	4,269
Amount Used / Transfer from Reserve	-	0
	<u><b>215,037</b></u>	<u><b>212,649</b></u>
<b>(b) Building Reserve</b>		
Opening Balance	85,796	86,116
Amount Set Aside / Transfer to Reserve	2,788	151,539
Amount Used / Transfer from Reserve	-	(85,000)
	<u><b>88,584</b></u>	<u><b>152,655</b></u>
<b>(c) Resource Sharing Reserve</b>		
Opening Balance	20,440	20,443
Amount Set Aside / Transfer to Reserve	664	467
Amount Used / Transfer from Reserve	-	-
	<u><b>21,104</b></u>	<u><b>20,910</b></u>
<b>(d) Plant Reserve</b>		
Opening Balance	12,000	12,000
Amount Set Aside / Transfer to Reserve	390	274
Amount Used / Transfer from Reserve	-	-
	<u><b>12,390</b></u>	<u><b>12,274</b></u>
<b>(e) Waste Management Reserve</b>		
Opening Balance	58,000	58,000
Amount Set Aside / Transfer to Reserve	1,884	1,324
Amount Used / Transfer from Reserve	-	(40,000)
	<u><b>59,884</b></u>	<u><b>19,324</b></u>
<b>(f) Green Head Commercial Parking Reserve</b>		
Opening Balance	5,600	5,600
Amount Set Aside / Transfer to Reserve	182	128
Amount Used / Transfer from Reserve	-	-
	<u><b>5,782</b></u>	<u><b>5,728</b></u>
<b>TOTAL CASH BACKED RESERVES</b>	<u><b>402,781</b></u>	<u><b>423,539</b></u>

All of the above reserve accounts are supported by money held in financial institutions.

**SHIRE OF COOROW**

**NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY**

**FOR THE PERIOD 1 JULY 2006 TO 30 April 2007**

	April 2007 Actual \$	2006/07 Budget \$
<b>6. RESERVES (Continued)</b>		
<b>Cash Backed Reserves (Continued)</b>		
<b>Summary of Transfers To Cash Backed Reserves</b>		
<b>Transfers to Reserves</b>		
Leave Reserve	6,767	4,269
Building Reserve	2,788	151,539
Resource Sharing Reserve	664	467
Plant Reserve	390	274
Waste Management Reserve	1,884	1,324
Green Head Commercial Parking Reserve	182	128
	<u>12,675</u>	<u>158,000</u>
<b>Transfers from Reserves</b>		
Leave Reserve	-	-
Building Reserve	-	(85,000)
Resource Sharing Reserve	-	-
Plant Reserve	-	-
Waste Management Reserve	-	(40,000)
Green Head Commercial Parking Reserve	-	-
	<u>-</u>	<u>(125,000)</u>
<b>Total Transfer to/(from) Reserves</b>	<u>12,675</u>	<u>33,000</u>

**SHIRE OF COOROW**

**NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY**

**FOR THE PERIOD 1 JULY 2006 TO 30 April 2007**

**6. RESERVES (Continued)**

In accordance with council resolutions in relation to the reserves are set aside are as follows: -

**Leave Reserve**

- To be used to fund annual and long service leave requirements

**Building Reserve**

- To be used for the upgrading of Council buildings

**Resource Sharing Reserve**

- To be used for the resource sharing projects

**Plant Reserve**

- To be used for the purchase of major plant

**Waste Management Reserve**

- To be used for the management of waste

**Green Head Commercial Parking Reserve**

- To be used for the construction of commercial parking in Green Head

The Leave Reserve is not expected to be used within a set period as further transfers to the reserve account is expected as funds are utilised.

The Building and Waste Management Reserve is expected to be utilised in 2006/07.

The Plant, Green Head Commercial Parking and Resource Sharing Reserves are not expected to be used within a set period.



**SHIRE OF COOROW**

**NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY**

**FOR THE PERIOD 1 JULY 2006 TO 30 April 2007**

	<b>April 2007 Actual \$</b>	<b>2005/06 B/Fwd Per Financial Report \$</b>	<b>2005/06 B/Fwd Per 2006/07 Budget \$</b>
<b>7. NET CURRENT ASSETS</b>			
<b>Composition of Estimated Net Current Asset Position</b>			
<b>CURRENT ASSETS</b>			
Cash - Unrestricted	249,291	27,187	55,345
Cash - Restricted Unspent Grants	232,511	244,361	0
Cash - Restricted Reserves	557,781	390,106	390,539
Receivables (FOR BUDGET PURPOSES)	0	0	123,174
Rates - Current	77,998	58,078	0
Rates - Non Current (Deferred Pensioners)	6,211	6,211	0
Sundry Debtors	163,956	36,183	0
Less Provision for Doubtful Debts	(8,000)	(8,000)	0
GST Receivable	0	14,323	0
Inventories	55,166	55,166	40,000
	<u>1,334,914</u>	<u>823,615</u>	<u>609,058</u>
<b>LESS: CURRENT LIABILITIES</b>			
Payables & Provisions (FOR BUDGET PURPOSES)	0	0	(186,120)
Sundry Creditors	(209,822)	(200,135)	0
Payroll Liability	(20,775)	240	0
GST Liability	(29,121)	(11,580)	0
	<u>(259,718)</u>	<u>(211,475)</u>	<u>(186,120)</u>
<b>NET CURRENT ASSET POSITION</b>	<b>1,075,196</b>	<b>612,140</b>	<b>422,938</b>
Less: Cash - Reserves - Restricted	(557,781)	(390,106)	(390,539)
Less: Cash - Unspent Grants - Restricted	(232,511)	(232,511)	0
<b>ESTIMATED SURPLUS/(DEFICIENCY) C/FWD</b>	<u><b>284,904</b></u>	<u><b>(10,477)</b></u>	<u><b>32,399</b></u>

**SHIRE OF COOROW**

**NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY**

**FOR THE PERIOD 1 JULY 2006 TO 31 JULY 2006**

**8. RATING INFORMATION**

<b>RATE TYPE</b>	<b>Rate in \$</b>	<b>Number of Properties</b>	<b>Rateable Value \$</b>	<b>2006/07 Rate Revenue \$</b>	<b>2006/07 Interim Rates \$</b>	<b>2006/07 Back Rates \$</b>	<b>2006/07 Total Revenue \$</b>	<b>2006/07 Budget \$</b>
<b>General Rate</b>								
GRV - Townsite	13.0580	890	4,311,234	562,961	2,598	-	565,559	567,472
UV - Agricultural	1.7336	204	60,284,981	1,045,221	-	-	1,045,221	1,045,464
UV - Mining	6.3419	35	629,039	39,893	2,575	-	42,468	39,818
<b>Sub-Totals</b>		<b>1,129</b>	<b>65,225,254</b>	<b>1,648,075</b>	<b>5,173</b>	<b>-</b>	<b>1,653,248</b>	<b>1,652,754</b>
<b>Minimum Rates</b>	<b>Minimum \$</b>							
GRV - Townsite	450	188	334,270	84,600	-	-	84,600	85,050
UV - Agricultural	450	6	50,219	2,700	-	-	2,700	2,700
UV - Mining	450	19	45,291	8,550	-	-	8,550	8,550
<b>Sub-Totals</b>		<b>213</b>	<b>429,780</b>	<b>95,850</b>	<b>-</b>	<b>-</b>	<b>95,850</b>	<b>96,300</b>
<b>Specified Area Rates</b>				<b>1,743,925</b>				
<b>Discounts</b>								
Rates Written Off							1,749,098	1,749,054
							(64,196)	(65,402)
<b>Totals</b>							<b>1,684,902</b>	<b>1,683,652</b>

All land except exempt land in the Shire of Coorow is rated according to its Gross Rental Value (GRV) in townsites or Unimproved Value (UV) in the remainder of the Shire.

The general rates detailed above for the 2006/07 financial year have been determined by Council on the basis of raising the revenue required to meet the deficiency between the total estimated expenditure proposed in the budget and the estimated revenue to be received from all sources other than rates and also bearing considering the extent of any increase in rating over the level adopted in the previous year.

The minimum rates have been determined by Council on the basis that all ratepayers must make a reasonable contribution to the cost of the Local Government services/facilities.

# SHIRE OF COOROW

## NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2006 TO 30 April 2007

### 9. TRUST FUNDS

Funds held at balance date over which the Municipality has no control and which are not included in this statement are as follows:

Detail	Balance 01-Jul-06 \$	Amounts Received \$	Amounts Paid (\$)	Balance \$
House Bonds	2,420	-	-	2,420
LGCHP Surplus	41,364	-	-	41,364
BCITF Levy	167	4,527	(2,952)	1,742
BRB Levy	287	2,343	(2,165)	465
Police Licensing	-	488,886	(488,312)	574
RSL Thailand Competition	185	-	-	185
Kerbing Deposits	10,300	20,100	(1,000)	29,400
Nomination Deposits	-	400	(400)	-
Maley Park Committee	-	2,527	-	2,527
Coorow Christmas Tree	-	1,035	-	1,035
Coorow Bushfire brigade	-	1,470	-	1,470
Snag Island Coastal Kids	-	442	-	442
Refuse Site Key Bond	-	800	-	800
Bonds	13,000	-	-	13,000
	67,723	522,529	(494,829)	95,423

# SHIRE OF COOROW

## NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2006 TO 30 April 2007

### 10. INCOME STATEMENT BY PROGRAM

	April 2007 Actual \$	2006/07 Budget \$	2005/06 Actual \$
<b>OPERATING REVENUES</b>			
Governance	3,287	3,392	6,982
General Purpose Funding	2,480,904	2,707,020	2,580,010
Law, Order, Public Safety	52,004	54,575	193,153
Health	5,785	17,186	19,752
Education and Welfare	17,260	55,360	20,844
Housing	22,152	0	43,523
Community Amenities	182,938	186,587	194,154
Recreation and Culture	335,097	219,458	189,568
Transport	727,222	830,052	934,462
Economic Services	30,278	10,900	15,715
Other Property and Services	86,070	128,894	69,413
<b>TOTAL OPERATING REVENUE</b>	<b>3,942,997</b>	<b>4,213,424</b>	<b>4,267,576</b>
<b>OPERATING EXPENSES</b>			
Governance	272,847	296,546	296,509
General Purpose Funding	102,081	141,052	142,024
Law, Order, Public Safety	112,109	145,667	136,735
Health	87,212	117,945	95,111
Education and Welfare	16,288	24,590	22,750
Housing	17,186	0	28,968
Community Amenities	244,072	380,935	275,502
Recreation & Culture	670,210	734,763	696,109
Transport	1,825,707	1,624,656	1,844,256
Economic Services	105,262	134,193	127,984
Other Property and Services	213,151	23,625	34,524
<b>TOTAL OPERATING EXPENSE</b>	<b>3,666,125</b>	<b>3,623,972</b>	<b>3,700,472</b>
<b>CHANGE IN NET ASSETS RESULTING FROM OPERATIONS</b>	<b><u>276,872</u></b>	<b><u>589,452</u></b>	<b><u>567,104</u></b>

# SHIRE OF COOROW

## NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2006 TO 30 April 2007

### 11. BALANCE SHEET

	April 2006 Actual \$	2005/06 Actual \$
<b>CURRENT ASSETS</b>		
Cash and Cash Equivalents	1,039,583	661,654
Trade and Other Receivables	233,954	142,217
Inventories	55,166	55,166
<b>TOTAL CURRENT ASSETS</b>	<u>1,328,703</u>	<u>859,037</u>
<b>NON-CURRENT ASSETS</b>		
Other Receivables	343,541	343,541
Inventories	0	0
Property, Plant and Equipment	5,864,708	5,821,342
Infrastructure	54,018,238	55,068,811
<b>TOTAL NON-CURRENT ASSETS</b>	<u>60,226,487</u>	<u>61,233,694</u>
<b>TOTAL ASSETS</b>	<u>61,555,190</u>	<u>62,092,731</u>
<b>CURRENT LIABILITIES</b>		
Trade and Other Payables	277,690	236,797
Current Portion of Long Term Borrowings	40,525	149,038
Provisions	226,766	226,766
<b>TOTAL CURRENT LIABILITIES</b>	<u>544,981</u>	<u>612,601</u>
<b>NON-CURRENT LIABILITIES</b>		
Long Term Borrowings	969,843	969,843
Provisions	32,146	32,147
<b>TOTAL NON-CURRENT LIABILITIES</b>	<u>1,001,989</u>	<u>1,001,990</u>
<b>TOTAL LIABILITIES</b>	<u>1,546,970</u>	<u>1,614,591</u>
<b>NET ASSETS</b>	<u>60,008,220</u>	<u>60,478,140</u>
<b>EQUITY</b>		
Retained Surplus	4,094,963	3,876,258
Reserves - Cash Backed	402,781	390,106
Reserves - Asset Revaluation	55,509,882	56,211,776
<b>TOTAL EQUITY</b>	<u>60,007,626</u>	<u>60,478,140</u>

**SHIRE OF COOROW**

**NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY**

**FOR THE PERIOD 1 JULY 2006 TO 30 April 2007**

**12. FINANCIAL RATIOS**

	<b>2006/07 YTD</b>	<b>2006</b>	<b>2005</b>	<b>2004</b>	<b>2003</b>
Current Ratio	1.63	0.56	0.46	0.39	0.72

The above rates are calculated as follows:

Current Ratio equals

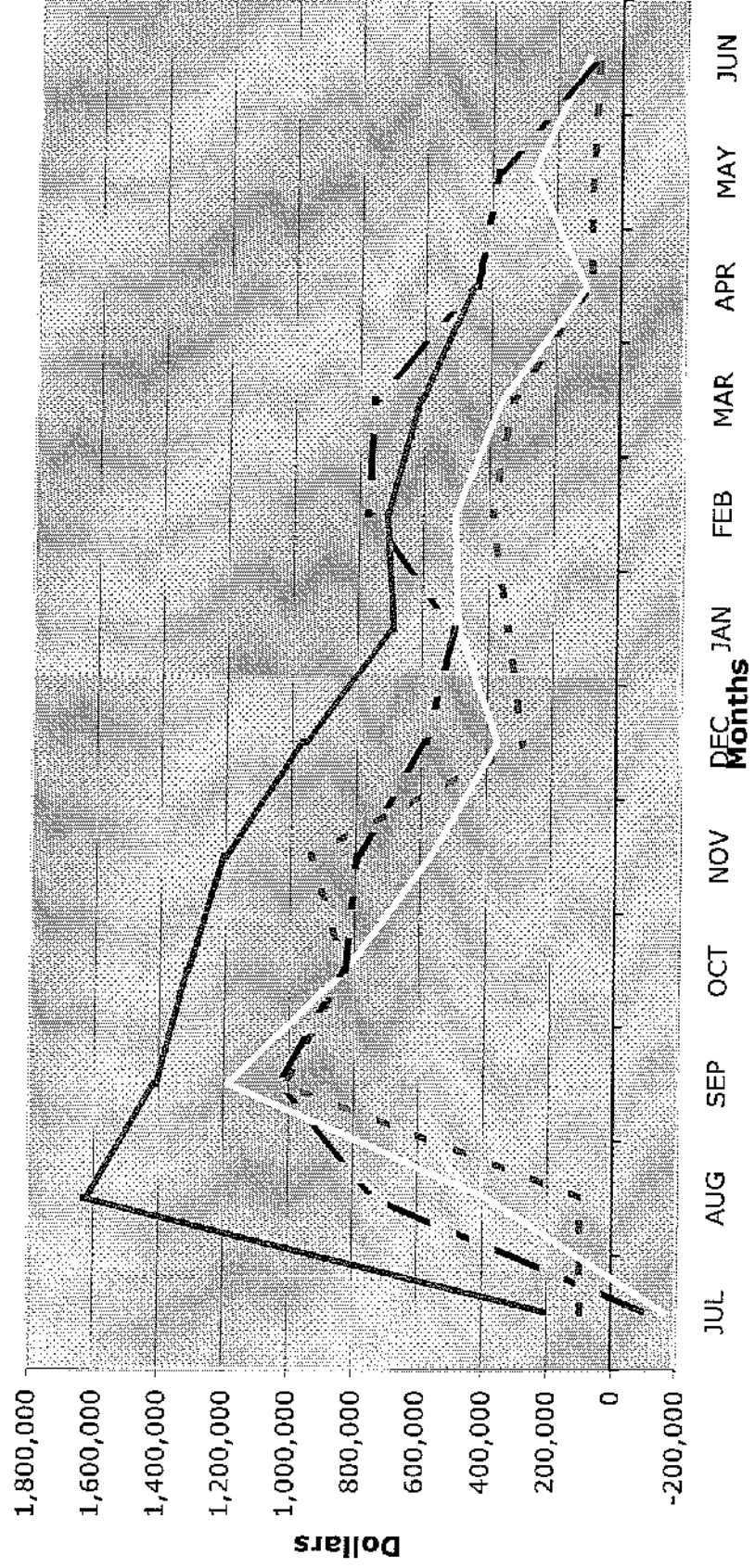
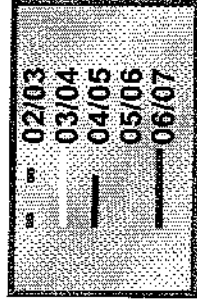
$$\frac{\text{Current assets minus restricted current assets}}{\text{Current liabilities minus liabilities associated with restricted assets}}$$

Key	Plant Description	LABOUR	FUELS OILS GREASES	TYRES & TUBES	PARTS & REPAIRS	LICENCE LEASES INSURANCE	Total	Recovery
P1	CHAIN SAWS	48.41	0.00	0.00	475.58	3.29	527.28	527.28
P2	MOWERS	3,290.18	371.50	30.00	6,918.28	178.34	10,788.30	9,349.48
P3	PUMPS AND SP	0.00	0.00	0.00	31.40	0.00	31.40	0.00
P4	TRAILERS	457.57	0.00	172.73	25.34	114.20	769.84	0.00
P5	TWO WAY RAD	0.00	0.00	0.00	0.00	107.18	107.18	0.00
P6	SUNDRY	3,200.95	3,579.61	0.00	1,313.13	655.71	8,749.40	0.00
P12	CW0010	4,924.52	36,059.00	1,730.91	3,038.97	2,473.45	48,226.85	78,339.30
P17	CW0014	2,143.71	4,509.34	1,309.09	598.23	607.56	9,167.93	9,167.93
P0019	CW0019	2,004.57	0.00	0.00	317.23	30.04	2,351.84	0.00
P0020	CW0020	1,615.93	69.36	0.00	2,820.57	405.20	4,911.06	0.00
P0027	CW0027	4,839.26	7,413.41	0.00	4,733.34	440.26	17,426.27	17,468.80
P28	CW007	6,747.55	17,126.40	91.77	6,625.71	1,434.05	32,025.48	81,636.04
P0030	CW0030	0.00	0.00	0.00	0.00	28.37	28.37	0.00
P32	CW006	1,502.13	4,328.96	0.00	359.78	768.45	6,959.32	46,325.32
P43	CW0043	109.70	184.32	0.00	261.47	738.32	1,293.81	17.48
P44	CW0042	386.51	103.09	0.00	2,399.21	794.31	3,683.12	0.00
P52	CW0023	4,776.31	2,473.22	272.27	4,232.32	246.13	12,000.25	11,551.62
P53	CW009	5,222.89	25,311.22	8,181.82	10,028.69	3,270.89	52,015.51	80,115.78
P54	CW51	0.00	65.28	0.00	210.89	425.98	702.15	702.15
P55	CW54	5,080.02	0.00	0.00	8,475.15	281.80	13,836.97	0.00
P58	CW0055	1,319.20	462.61	0.00	251.54	246.55	2,279.90	34.96
P0057	CW0057	0.00	0.00	0.00	17.34	15.83	33.17	0.00
P60	CW11	3,086.47	2,851.84	0.00	1,590.17	1,003.58	8,532.06	17,334.82
P61	CW0012	2,018.29	2,342.40	322.58	512.03	1,831.42	7,026.72	10,335.60
P62	CW0013	6,228.56	10,588.16	0.00	27,777.45	2,873.34	47,467.51	44,091.06
P70	CW35	11,661.58	17,463.45	0.00	17,695.40	1,931.34	48,751.77	40,184.45
P80	CW16	2,344.53	3,833.24	0.00	1,125.70	657.76	7,961.23	18,778.32
P82	CW18	3,048.89	3,697.92	0.00	8,479.84	619.61	15,846.26	6,708.63
P83	CW0038	578.09	287.30	0.00	240.30	1,054.81	2,160.50	0.00
P84	CW008	1,421.07	5,317.12	904.00	381.38	606.54	8,630.11	0.00
P85	CW0033	0.00	0.00	0.00	102.77	628.40	731.17	0.00
P86	INTER FIRE 4V	0.00	0.00	0.00	84.45	366.17	450.62	0.00
P87	CW0060	621.84	2,615.35	430.00	572.00	411.28	4,650.47	2.17
P88	CW0045	269.31	131.80	0.00	336.03	781.56	1,518.70	0.00
P90	CW25	2,791.91	471.04	0.00	796.53	331.40	4,390.88	2,003.40
P91	CW26	3,204.41	728.32	0.00	4,450.90	367.60	8,751.23	2,035.20
P92	Tree Saw	63.20	0.00	0.00	2,957.50	65.04	3,085.74	0.00
P100	CW44	864.10	10.82	0.00	265.00	273.63	1,413.55	1,413.55
P109	CW52	1,027.95	234.21	728.18	210.31	1,217.20	3,417.85	3,417.85
P111	CW0053	1,063.83	116.48	0.00	237.77	553.97	1,972.05	1,972.05
P113	CW0050	520.62	4,154.55	32.14	563.95	625.04	5,896.30	5,839.37
P122	CW15	0.00	0.00	0.00	0.00	73.85	73.85	0.00
P131	CW0024	152.31	0.00	0.00	138.94	686.34	977.59	0.00
P135	CW21	820.01	0.00	0.00	516.76	443.69	1,780.46	0.00
P136	CW 0037	0.00	0.00	0.00	0.00	46.75	46.75	0.00
P140	CW0036	419.46	0.00	0.00	0.00	36.20	455.66	0.00
P141	CW22	493.50	0.00	0.00	363.64	226.09	1,083.23	0.00
P142	CW27	0.00	0.00	0.00	0.00	15.10	15.10	15.10
P143	CW0028	289.52	0.00	0.00	-198.18	26.37	117.71	117.71
P145	CW39	0.00	0.00	0.00	27.22	30.93	58.15	0.00
P146	CW41	0.00	0.00	0.00	0.00	15.10	15.10	0.00
P147	CW0048	173.49	0.00	0.00	22.44	46.75	242.68	0.00
P148	CW46	0.00	0.00	0.00	0.00	36.20	36.20	0.00
P149	CW 0059	2,904.38	39.31	1,730.91	672.30	559.74	5,906.64	0.00
P150	CW 0058	42.83	0.00	0.00	104.89	142.19	289.91	0.00
P152	ROSCHE T3P	0.00	0.00	0.00	202.20	0.00	202.20	0.00
P153	CW0049	596.18	0.00	0.00	0.00	67.85	664.03	0.00
P155	CW0032	1,829.05	2,346.24	0.00	795.14	538.21	5,508.64	7,337.28



Key	Plant Description	FUELS OILS GREASES	TYRES & TUBES	PARTS & REPAIRS	LICENCE LEASES INSURANCE	Total	Recovery
		LABOUR					
P156	CW 0034	1,489.66	39.30	1,730.91	405.29	559.74	4,224.90
P1000	CW00	767.84	7,178.62	1,104.55	1,673.24	1,302.81	12,027.06
P1001	CW001	191.64	3,881.72	196.00	69.86	829.08	5,168.30
P1002	CW002	728.86	7,465.65	1,581.81	633.38	1,371.81	11,781.51
P1003	CW003	779.03	5,029.12	1,052.00	1,022.53	603.35	8,486.03
P1004	IVECO MP4500	3,740.16	17,230.08	1,730.91	7,883.30	1,617.26	32,201.71
P1005	IVECO 3 AXLE	8,581.67	24,536.69	1,730.91	19,599.37	1,655.11	56,103.75
P1006	CW0017	834.29	3,449.94	450.91	468.19	855.46	6,058.79
P1037	CW000	227.69	2,948.37	249.09	191.91	564.89	4,181.95
	TOTAL	113,545.63	231,046.36	25,763.49	156,106.07	41,814.47	568,276.02
	BUDGET 06/07	94,319.00	250,000.00	25,000.00	120,000.00	39,917.00	529,236.00
	Percentage of	1.20	0.92	1.03	1.30	1.05	1.07

# Shire of Coorow - Municipal Account Cash Flow 02/03, 03/04, 04/05 and 05/06



**10.4.3 DIFFERENTIAL RATE ADVERTISING**

**AUTHOR:** Dacre Alcock  
**DISCLOSURE OF INTEREST:** Nil  
**DATE OF REPORT:** 7 May 2007  
**FILE:** R3.15 Rates - Differential Rating

**SUMMARY:**

**The proposed imposition of differential Unimproved Value Rates for 2007/08 according to land use requires advertising.**

**COMMENT:**

Differential rating has been adopted by Council in the past for Unimproved Values based on the land use of either Agriculture or Mining.

Section 6.36 of the Local Government Act 1995 requires a local government to give local public notice when it intends to impose a differential general or minimum rate. The notice must contain details of each rate and minimum and an invitation for submissions to be made by an elector or ratepayer within 21 days.

The draft Budget, to be reviewed by Council at the Special Meeting to be held on Wednesday 20 June 2007, will allow for a 5% increase in rates.

The following rates in the dollar for Differential UV rates for 2007/08 representing a 5% rate increase are as follows:

UV Rural	1.8205 cents
UV Mining	6.6590 cents

The advertising of differential rates does not bind Council to adopt them in the 2007/2008 Budget. Council still has an opportunity to alter the figures but must give reasons for doing so in accordance with Regulation 23(b) of the Local Government (Financial Management) Regulations 1996.

**STATUTORY ENVIRONMENT:**

Section 6.36 of the Local Government Act 1995 requires a local government to give local public notice when it intends to impose a differential general or minimum rate. The notice must contain details of each rate and minimum and an invitation for submissions to be made by an elector or ratepayer within 21 days.

The advertising of differential rates does not bind Council to adopt them in the 2007/2008 Budget. Council still has an opportunity to alter them but must give reasons for doing so in accordance with Regulation 23(b) of the Local Government (Financial Management) Regulations 1996.

**Local Government Act****6.36. Local government to give notice of certain rates**

- (1) Before imposing any differential general rates or a minimum payment applying to a differential rate category under section 6.35(6)(c) a local government is to give local public notice of its intention to do so.
- (2) A local government is required to ensure that a notice referred to in subsection (1) is published in sufficient time to allow compliance with the requirements specified in this section and section 6.2(1).
- (3) A notice referred to in subsection (1):
  - (a) may be published within the period of 2 months preceding the commencement of the financial year to which the proposed rates are to apply on the basis of the local government's estimate of the budget deficiency;
  - (b) is to contain:
    - (i) details of each rate or minimum payment the local government intends to impose;
    - (ii) an invitation for submissions to be made by an elector or a ratepayer in respect of the proposed rate or minimum payment and any related matters within 21 days (or such longer period as is specified in the notice) of the notice; and
    - (iii) any further information in relation to the matters specified in subparagraphs (i) and (ii) which may be prescribed; and
  - (c) is to advise electors and ratepayers of the time and place where a document describing the objects of, and reasons for, each proposed rate and minimum payment may be inspected.
- (4) The local government is required to consider any submissions received before imposing the proposed rate or minimum payment with or without modification.
- (5) Where a local government:
  - (a) in an emergency, proposes to impose a supplementary general rate or specified area rate under section 6.32(3)(a); or
  - (b) proposes to modify the proposed rates or minimum payments after considering any submissions under subsection (4),it is not required to give local public notice of that proposed supplementary general rate, specified area rate, modified rate or minimum payment.

**FINANCIAL IMPLICATIONS:**

There will be no cost as the local advertising can be placed in local publications.

**STRATEGIC AND POLICY IMPLICATIONS:**

There is no policy implication regarding this matter.

**VOTING REQUIREMENT:**

Simple Majority.

**OFFICER RECOMMENDATION:**

That Council:

1. give local public notice of the proposed differential Unimproved Value rates according to land use from 1 July 2007 as UV Agriculture 1.8205 cents and UV Mining 6.6590 cents; and
2. seek submissions from electors and ratepayers.

**RESOLUTION:                      2007-082**

**Moved:** Waite

**Seconded:** Rackemann

*That Council:*

1. *give local public notice of the proposed differential Unimproved Value rates according to land use from 1 July 2007 as UV Agriculture 1.8205 cents and UV Mining 6.6590 cents; and*
2. *seek submissions from electors and ratepayers.*

**CARRIED 8/0**

**Councillor O'Callaghan and Mr Gary Sherry declared an Impartiality Interest in Item 10.4.5 in that they are members of the Maley Park Committee.**

#### **10.4.5 TENDER DOCUMENT FOR MALEY PARK CHANGEROOMS**

<b>AUTHOR</b>	Dacre Alcock
<b>DISCLOSURE OF INTEREST</b>	Nil
<b>DATE OF REPORT</b>	9 May 2007
<b>ATTACHMENT</b>	10.4.4 Tender Document
<b>FILE</b>	R8.5 Maley Park

#### **SUMMARY:**

**Council is to endorse tender documents and authorise calling of tenders for new changerooms to be built at Maley Park, Coorow.**

#### **BACKGROUND:**

Council would be aware that the grant application for new changerooms for Maley Park, Coorow was successful.

The tender documents and site plans have been drawn up by Phil Smith Designs under the direction of the Maley Park Committee, and are included at Attachment 10.4.5. The Maley Park Committee paid for this cost.

#### **COMMENT:**

It is planned that the building works are to start in November 2007. In order to achieve this Council will need to award the tender at the July Ordinary Meeting of Council at the latest.

#### **STATUTORY ENVIRONMENT:**

Local Government Act

#### **FINANCIAL IMPLICATIONS:**

Advertising costs will be incurred. This will cost approximately \$500.

This project will be included in the 2007/08 Budget.

#### **POLICY IMPLICATION:**

Nil at this time.

#### **STRATEGIC IMPLICATIONS:**

Nil at this time.

**VOTING REQUIREMENTS:**

Simple Majority

**OFFICER RECOMMENDATION:**

That Council:

1. accept the tender documentation as included at Attachment 10.4.5; and
2. authorise the calling of tenders for the building of new changerooms at Maley Park, Coorow.

**RESOLUTION:                      2007-083**

**Moved:** Stacy

**Seconded:** George

*That Council:*

1. *accept the tender documentation as included at Attachment 10.4.4; and*
2. *authorise the calling of tenders for the building of new changerooms at Maley Park, Coorow.*

**CARRIED 8/0**



**SHIRE OF COOROW  
WESTERN AUSTRALIA 6515**

**TELEPHONE: (08) 9952 0100**

**FAX:(08) 9952 1173**

**SPECIFICATION**

FOR THE WORKS TO BE DONE AND THE MATERIALS TO BE USED IN THE CONSTRUCTION OF NEW CHANGE ROOMS AT COOROW RECREATION GROUND, COOROW WA 6515 AND IN ACCORDANCE WITH DRAWINGS **NUMBERS** 0511 - **0512A** AND **0513** - 0519, SCOPE OF WORKS AND INSTRUCTIONS THAT MAY BE GIVEN FROM TIME TO TIME.

## **1 GENERAL**

- 1.1 In this specification, the word "Contractor" shall mean the person, firm or company whose tender is accepted in writing by the **SHIRE OF COOROW**, and shall include his or their successors, heirs, executors and administrators.

The words "**Chief Executive Office**" (**CEO**) shall mean **MR G. SHERRY** or another representative appointed by the **SHIRE OF COOROW** from time to time in his or her stead.

The words "Contract Work" shall include the designing, manufacture, supply and use of all materials and workmanship for the completion of the requirements of the specification.

- 1.2 The contract work shall be of good suitable quality and to the reasonable satisfaction of the **CEO**. The contractor shall be responsible for the correctness of the positions, levels and dimensions of the work according to the drawings, notwithstanding that he may have been assisted by any of the **SHIRE OF COOROW**'s servants in the setting out of the same.
- 1.3 The contractor shall not, without the consent in writing of the **CEO** assign or sublet his contract or any substantial part thereof. The previous approval in writing of the **CEO** to the employment of any sub-contractor (either for materials or labour) shall be obtained by the contractor.
- 1.4 No variations of the contract work and no extra work of any kind shall be made or done by the contractor without the written authority of the **SHIRE OF COOROW** nor will any extra work or variation be paid by the **SHIRE OF COOROW** unless previously authorised by it in writing.

The **SHIRE OF COOROW** shall have the right to vary any of the plans or the specification and to call upon the contractor to vary the contract work. The Shire shall pay to the contractor any additional cost incurred by him in consequence of such variations for the work, but no variations nor extra work will be paid for by **SHIRE OF COOROW** unless previously authorised by it in writing.

- 1.5 The contractor shall, on the signing hereof, furnish the **SHIRE OF COOROW** with a verified copy of the tender for its sole use and for the purpose only of this agreement.
- 1.6 Any variations shall be valued at the rates contained in the contractor's original estimate or, where the same may not apply, at rates proportionate to the prices therein contained. The amount to be allowed on either side in respect of the variations so ascertained, shall be added to, or deducted from the contract sum as the case may be.

- 1.7 The contractor may take over and conduct all actions, claims and demands against the SHIRE OF COOROW in respect of which he indemnifies the SHIRE OF COOROW under this contract and the SHIRE OF COOROW shall render him at his request and expense all available assistance for such purpose and shall give to the contractor immediate notice of such actions, claims or demands.
- 1.8 Should it appear in the reasonable opinion of the CEO that the contract work is not being executed with the despatch necessary for its completion in the time specified, or should the contractor contravene any material provisions of the contract, or should the contractor not use diligence in overcoming the effects on the progress of the work of any of the matters mentioned in Clause 10 hereof, or should the contractor become insolvent or be declared bankrupt, the SHIRE OF COOROW may, by notice in writing, take the further execution of the work out of the contractor's hands.
- 1.9 Until the giving of the certificate of completion by the CEO or a notice taking further execution out of the contractor's hands under Clause 8 hereof, or until the contractor shall become bankrupt, whichever event shall first happen, all materials delivered or used on the SHIRE OF COOROW premises or, if undelivered, marked with the SHIRE OF COOROW name or identified as intended for them, shall be at the sole risk of the contractor and shall be insured by him against fire in the full value thereof, but upon the first happening of any one such event, the same materials ipso facto become the property of and under the sole charge of the SHIRE OF COOROW.
- 1.10 In the event of work under the contract being directly delayed by reason of strike, lock out, fire, force majeure or accident beyond the control of the contractor, the contractor shall be at liberty to give notice in writing to the CEO of such event and thereupon he shall be excused from any default resulting from such notified use provided he shall use all diligence in overcoming or removing such use or delay.
- 1.11 The work to *be commenced as soon* as the tender is accepted and shall be finally completed ready for the CEO certificate of completion within twelve weeks from the date of acceptance of tender or such longer period as may be agreed by the CEO in writing. Failing this, from any use (other than the fault of the SHIRE OF COOROW or those referred to in Clause 10 hereof which notice shall have been given as therein provided), the contractor shall pay to the SHIRE OF COOROW by way of liquidated damages and not by way of penalty, a sum equal to 3% of the contract price for each week, or part of a week, during which completion is delayed.
- 1.12 Should the completion of the work be taken out of the contractor's hands as provided in Clause 8 hereof, the contractor shall not be at liberty to remove from the SHIRE OF COOROW premises any of his plant or materials and the purchasers shall have a lien on all such plant and materials so subsist until the completion of the contract work and may employ the said plant and materials in all reasonable ways about the completion of the contract work free of charge. Also

no payment shall be made to the contractor in respect of the contract until completion of the contract work and there shall be charged against the contractor the cost to the **SHIRE OF COOROW** beyond the contract price (as adjustment for delay) of the completed contract work. In such event, the **SHIRE OF COOROW** shall complete the work in the most reasonable way.

- 1.13 The contractor shall keep one competent person in charge of the work on the **SHIRE OF COOROW** premises and all instructions required to be given to the contractor by the **CEO** or his representative may be given to such person. The **CEO** may require the contractor to withdraw any person employed by the contractor on the **SHIRE OF COOROW** premises who, in the **CEO's** opinion, is incompetent or who misbehaves himself, and the contractor shall forthwith withdraw such person.
- 1.14 The contractor shall, at his own expense, fence, guard, light and protect all the contractor's works on the **SHIRE OF COOROW** premises and provide all accommodation for the use and protection of persons and property rendered necessary by the contract work and shall conform to the requirements of the Factory Acts and any other act or statutory rules or regulations affecting the work.
- 1.15 The contractor shall indemnify the **SHIRE OF COOROW** against all loss or claims, actions, costs and expenses arising from the damage or injury to persons or property through the negligence or wilful act of any person in the contractor's employment or in the employment of any sub-contractor under him or of any defects in any of the materials, ways, works, machinery or plant supplied or used by the contractor or any sub-contractor under him or of any defects in any of the materials, ways, works, machinery or plant supplied or used by the contractor or any sub-contractor under him, also against any claims in respect of injuries to the workmen or servants of the contractor or sub-contractor. The contractor shall insure his workmen under the Workers' Compensation Act and shall, if called upon, produce the policy of insurance to the **SHIRE OF COOROW**.
- 1.16 It is the responsibility of the **SHIRE OF COOROW** to check all drawings and check all specifications, engineers' calculations, prepare and obtain tenders and project manage the whole of the works.

## **2 PRELIMINARY**

- 2.1 Allow for giving all notices to the relevant authorities and for supplying any information required by them and pay all fees.
- 2.2 Allow for keeping the works in proper repair for six (6) months after completion and for making good all defects or damages that may arise during that period and during the progress of the works.
- 2.3 Payment will be made as the work proceeds at the rate of 95% of the value of the work done or as arranged when settling tender. 5% will be retained until the period of maintenance has ended.

- 2.4 The **CEO** and any person authorised by him shall, at all reasonable times, have access to the works and the **CEO** and his representatives shall, at all like times, have access to the workshops of the contractor or other places where work is being prepared for the building.
- 2.5 The contractor shall permit the execution of the work by any other tradesmen who may be engaged by the **SHIRE OF COOROW**.
- 2.6 Clear and cart away all surplus earth, scaffolding, debris and rubbish and leave the site clear and unencumbered at completion.
- 2.7 Supply all materials and labour and all implements, tools, plant, carriage, freightage and whatever else may be required for the proper execution and completion of the works.
- 2.8 Provide attendance on all trades, including all sub-contractors or other tradesmen. Cut away for, and make good after, and perform all jobbing work required for same. The contractor to afford facilities for the other tradesmen employed on the works, including the use of all scaffolding already erected for his own purpose and space for working up and depositing their own materials.
- 2.9 The contractor is to allow for all accommodation for his employees for the duration of the contract. Accommodation may be obtained at the Coorow Hotel (08) 9952 1023 the Coorow Caravan Park (08) 9952 1103 and The Coorow Back Packers. (08) 9952 1099
- 2.10 It shall be the responsibility of the **SHIRE OF COOROW** to ensure that the information contained in the construction documents is correct prior to signing. Working drawings shall take precedence over this specification.
- 2.11 Dimensions indicated throughout the construction documents shall be interpreted nominally. Figured dimensions shall take precedence over scaled dimensions. Internal dimensions shall be taken between brickwork / blockwork or structural framing. External dimensions shall be taken over brickwork / blockwork or structural framing. Ceiling height shall be taken between top of finished floor and underside of ceiling framing. Large-scale detail drawings shall be read in preference to small-scale drawings. The contractor shall verify all dimensions on site prior to commencement of construction.
- 2.12 Materials shall be new unless specified otherwise and shall comply with relevant SA Codes. Surplus materials left on site shall remain the property of the contractor and shall be removed or disposed of at the contractor's discretion.
  - a) Where proprietary brands of materials or equipment are specified, they shall be used in accordance with the manufacturer's recommendations.
  - b) The contractor shall provide to the owner, after practical completion, where applicable written warranties for various appliances and services.

- 2.13 The contractor shall provide either directly or through his sub-contractors all labour, plant and equipment necessary to construct and complete the works.
- 2.14 The contractor shall carry out all preliminary works and pay associated fees including all engineering costs necessary to construct and complete the works and shall include any provisional sums as specified.

### **3 GENERAL**

- 3.1 Clean glass and do all other things necessary to leave the building neat, clean and tidy at completion, to the entire satisfaction of the **CEO** or his **REPRESENTATIVE**.
- 3.2 Enquiries concerning this tender should be made to **COUNCIL'S REPRESENTATIVE**, telephone (08) 9953 1388 or 0428 521 101.
- 3.3 The contractor shall take out contractor's liability for workers' compensation in accordance with all applicable laws. Proof of insurance shall be made available to the **CEO**.
- 3.4 The contract sum is inclusive of any overtime costs of the contractor and no extra allowance will be paid.
- 3.5 The contractor shall submit to the **SHIRE OF COOROW** prior to the commencement of work, an accurate programme of work showing relevant lead times as may be required.

**NOTE:** This specification shall be read in conjunction with the scope of work and schedules if applicable, working drawings and details that form part of the construction documents referred to in the building contract.

### **4 SITE WORKS DEMOLITION REMOVALS**

- 4.1 Remove all existing vegetation and organic matter to a distance of 2000 mm clear around the new slab area to the new extension.
- 4.2 **SHIRE OF COOROW** to provide all necessary materials and labour and lay sand fill to new change rooms and level ready to receive concrete slab.
- 4.3 The contractor to allow, in his tender, for the compaction of the sand pad and provide the **SHIRE OF COOROW** with an engineer's certificate.
- 4.4 Demolish existing change rooms and BBQ area and remove all unwanted rubble and materials.
- 4.5 Carefully take up existing brick paving as necessary and lay aside for re-use.
- 4.6 Carefully remove existing water heaters and lay aside for re-use.

- 4.7 Carefully disconnect existing gas bottles and lay aside for re-use.
- 4.8 Disconnect drainage, electrical and water services as necessary in accordance with trade practice.
- 4.9 Break out existing concrete pads to gas bottles.
- 4.10 Carefully dismantle existing chain link fence to gas bottle compound and lay aside for re-use.

## **5 CONCRETER**

- 5.1 All mixing and placing to be done in accordance with acceptable trade practice.
- 5.2 Concrete to be 20120/80 mix and supplied by a recognised pre-mix contractor and conform to AS 3600. All concrete to be placed immediately it is delivered.
- 5.3 Excavate, form up and pour reinforced concrete footing to take new external brickwork. Fill with compacted sand as necessary and pour new concrete floor slab, top of new slab to finish level with existing office floor. Under floor slab lay 0.2 polythene DPM after Termite treatment to slab area.
- 5.6 Finishes: Raft floor shall have a smooth trowelled finish except to tiled areas which will have a 30 mm set down ready to receive floor tiles. Maintain 100 mm thickness to slab. Concrete shall be uncoloured.
- 5.7 Supply all necessary materials and form suitable concrete bases and leave ready to receive gas bottles.

## **6 BRICKLAYER**

- 6.1 The whole of the work indicated on drawings to be of brick or blockwork construction as selected and shall be built in good sound materials in accordance with general trade practice. Cut, tooth and bond all bricks and blocks and lay in strict accordance with brick manufacturer's recommendations.
- 6.2 Brick and blocks for internal walls shall be of an approved brand whilst external bricks for face work shall be of make and colour to match the Community Centre or as agreed with the **CEO**.

Cubicle walls to be 2100 mm high as indicated on drawing.

- 6.3 The mortar to be used is as follows:

1 part cement 1 part lime

6 parts sand



- 6.4 All angle iron and flat lintels shall have 230 mm bearing each end and galvanised finish.

All external openings shall have angle iron over as follows:

Openings up to 1500 span: -----76 x 76 x 8

Openings over 1500 to 2700 span: -----102 x 102 x 8

Openings over 2700 to 3150 span: -----127 x 76 x 10

- 6.5 All internal walling shall have brick lintels over openings reinforced with 2 x 6.5 mm diameter MS rods each set in the two (2) lowest courses with eight (8) wire ties to alternative perpendicular joints in the lowest two (2) courses and hooked around rods.
- 6.6 All brickwork mortar to be coloured to match existing Community Centre or as agreed with the **CEO**.
- 6.7 All brickwork and block work to be cleaned in an approved manner as work proceeds.
- 6.8 Build in, or bed on as appropriate, all window frames, door frames, wall plates, timbers, etc., and fix all wood blocks, plugs and all other fixings as required for other trades.
- 6.9 Build in combination metal meter box as work proceeds.
- 6.10 Supply and build in 10 diameter tie down rods (truss to brickwork) 3 metres long.
- 6.11 Supply additional brick pavers and relay paving as indicated on plan.

## **7 CARPENTER, JOINER AND CABINET MAKER**

- 7.1 The whole of the timber for carpenter's and joiner's work to be of the best quality available, properly seasoned and free from large, loose or dead knots and open shakes.
- 7.2 Carpenters will attend upon, cut away for and make good after, all other trades and will provide, and where necessary, fix all blocks, steps, fillets, boxings, formwork and fittings as required for other trades, including sub-contractors,
- 7.3 Generally: carry out all carpentry work as shown on drawings, specified herein or as required, all in accordance with standard trade practice.
- 7.4 Provide and fix in the positions as directed 4 electrical hand dryers in each of the change room areas, 1 in ladies wash area and 1 in umpire change room. Total 10 units.

7.5 Provide toilet paper holders in all W.Cs.

7.6 Generally

All joinery shall be framed up in accordance with general trade practice

Approximate heights and widths of doors and windows are indicated on drawings

In all cases, dimensions must suit brick coursings

Timber joinery shall be as shown on drawing

All structural Timber to be termite resistant and preservative treated.

7.7 Aluminium Windows: Aluminium windows shall be type and size shown on drawing and fixed in accordance with the manufacturer's specification

7.8 Metal Door Frames: Internally the contractor to provide metal door jambs which shall be fixed in accordance with manufacturer's instructions

7.9 Door Buffers: Provide and fix buffers where necessary to prevent door handles touching walls

7.10 4 tercel Doors: Standard internal :lush door prep.rim hardboard.

All internal doors to be 2040 mm x 820 mm. W.C doors are 1800 mm x 620m m.

External doors: To be external quality to sizes shown on drawing and hung in timber frames. All external doors to have door closers that can be locked in the open position.

7.11 Doors are to be hung on 100 mm steel butts W.C doors to have removable hinges.

Door Hardware: Allow a provisional sum of \$2000 (Two thousand dollars). Allow extra for fixing.

7.12 Reinstall chain link fencing to form new gas compound area.

## **8 ROOFER**

8.1 Provide and install at 900 centres to main roof engineered manufactured roof trusses to suit all relevant wind and building codes. Allow for future air conditioner.

Roof Pitch: As shown on drawing

Purlins: 100 mm x 50 mm

Ceiling Joists: 138 mm x 38 mm at 450 centres maximum

Hangars: 250 mm x 38 mm at 450 centres maximum

Hips: 250 mm x 38 mm

Wall Plates: 90 mm x 35 mm

8.2 Supply and fix Trimdeck roof sheeting in accordance with the manufacturer's instructions. Supply and lay Anticon insulation under roof sheeting.

8.3 Supply and fix Hardiflex sheeting to top of rafters over eaves area and verandah.

Note: All structural timber to be termite resistant and preservative treated.

## **9. ROOF.PLUMBER**

- 9.1 a) Flash sills, sides of all external window and door frames in an approved manner with galvanised iron or other approved material except where such frames are sufficiently protected from the weather by eaves overhangs, setbacks etc
- b) Collar flash all pipes passing through roof in an approved manner
- c) Flash elsewhere as required to make the whole job watertight
- 9.2 Shaft Vent: Provide new and approved ceiling vents to shower wet areas and W.Cs as required and taken through roof and fitted with cowls for ventilation

## **10. PLUMBER/GAS FITTER**

- 10.1 Generally: AU fixtures required in this contract and specified below shall be connected to the existing drainage system in accordance with the regulations
- 10.2 Schedule of Equipment: To be provided as follows:
- a) Pedestal pan to be complete with plastic double flap seat of similar colour
- b) Basin to be complete with outlet, grating and plug
- c) Install existing hot water units to the manufacturer's instructions and connected.
- d) Supply new mixer taps to basins. 10.3 Toilet suites, dual flush (white) 10.4 Hand basins (white).
- 10.5 Shower areas to have 12 mm concealed assembly with chrome 45-degree adjustable shower rose.

- 10.6 Water supply from main to be in 20 mm service. Internal reticulation shall be 12 mm tubing.
- 10.7 Floor Wastes: Provide 50 mm regulation floor wastes in toilets and change room shower areas as shown on plan.
- 10.8 Making good: All making good to brickwork etc shall be done to trade standard.
- 10.9 Run all new wastes from toilets and vanity and connect into existing septic tanks.
- 10.10 Supply all necessary pipe work and connect up existing gas bottles to trade standards.

## **11 PAINTER**

- 11.1 Materials: The whole of the materials shall be of Council's nominated brand and colour and delivered to site in unopened cans.
- 11.2 Preparation: All areas to be prepared, primed etc in accordance with best trade practice before finishing coats are applied.
- 11.3 External Painting: AN external dressed woodwork knot, stop and primed and then painted one undercoat and two finishing coats of exterior enamel.
- 11.4 Prepare and paint metal work one undercoat and two coats exterior gloss enamel.
- 11.5 External

All Hardiflex sheeting shall be given two coats of P.V.A flat colour to be advised.

### **Internal**

All ceilings shall be whitened with two coats of approved paint; Internal walls shall be painted two coats of semi-gloss P.V.A paint.

- 11.6 Enamel: Where enamelling paint is prescribed, finish to be as follows.

All internal woodwork shall be stopped, prepared, primed, then undercoated and finished with one coat of gloss enamel.

All exposed ironwork shall be prepared and painted one coat of Kill Rust and one undercoat and one finishing coat of enamel.

- 11.7 Plaster walls to have two coats of approved paint in colours as selected by **CEO**.
- 11.8 Completion: Touch up and remove paint splashes from all fittings, floor, walls etc and remove all containers and painters debris from site. Secure all fittings removed during painting and leave premises clean and tidy.

**12 GLAZIER**

- 12.1 All glazing shall conform with Australian standards for safe glazing sites.
- 12.2 Obscure Glass: All windows shall be glazed with approved obscure laminated glass.
- 12.3 Unless otherwise specified, all obscure glazing to be standard pattern. 12.4 Fix aluminium framed wall mirrors over all vanities.

**13 ELECTRICIAN**

- 13.1 Generally: The electrical installation is to be executed by a fully qualified electrician in accordance with the requirements of the Supply Authority and the regulations of the Fire Underwriter's Association.

- 13.2 Carry out all electrical work as shown on drawing 05/8.

Note: If an additional light pole is required by SEC, this must be included in the Tender.

Should a temporary connection be required for pumps etc., in relation to temporary water supplies, this must be included in the Tender.

- 13.3 Switches: To be approved type set in metal boxes let into walls internally. All switches to be White unless otherwise specified.

- 13.4 Power Points: As shown on drawing 0518.

AU fittings to be the uniform standard 3 pin flush plate combination switch plus type. Fitted into metal boxes where necessary.

- 13.5 Light Points:

- a) Provide and fix light points as shown on drawing 0518.
- b) Switches to entrance and verandah to be placed inside the main building.

**14 PLASTERER**

- 14.1 Generally: All rendering and plastering shall be carried out in a workmanlike manner and/or as specified below.

- 14.2 Hard Wall Plaster: Internal walls to change rooms and wet areas only shall be finished in hard wall plaster of two-coat work as follows:

The walls are to be rendered with 6 parts sand and 1 part cement and 1 part lime putty not less than 12 mm thick and shall be set with a finishing coat of 2 parts hard wall plaster to 1 part lime putty, trowelled to even face without breaks.

14.3 Angles and Reveals: All external angles shall be rounded to a true radius.

All internal doors and windows to wet areas only shall have plaster reveals.

## **15 CEILER**

15.1 Ceilings: All ceilings shall be carried out by an approved ceiling manufacturing firm and all materials and workmanship shall be in accordance with accepted trade practice.

Provide and fix to all ceiling framing 6 mm Hardifiex in accordance with the manufacturer's instructions.

15.2 Flume Vents: Fix flume vents as instructed by the Local Authority. 15.3 All exhaust fans to be vented to the outside\_

## **16 FIRE SPRINKLER SYSTEM**

16.1 Allow for the supply of all materials and labour and install new fire sprinkler system in accordance with the relevant codes.

## **17 TILER**

17.1 Generally: All tiles shall be of selected quality and colour as selected by the **SHIRE OF COOROW**.

17.2 Tiled Areas: To be change rooms, shower areas and ladies wash area and umpires change room.

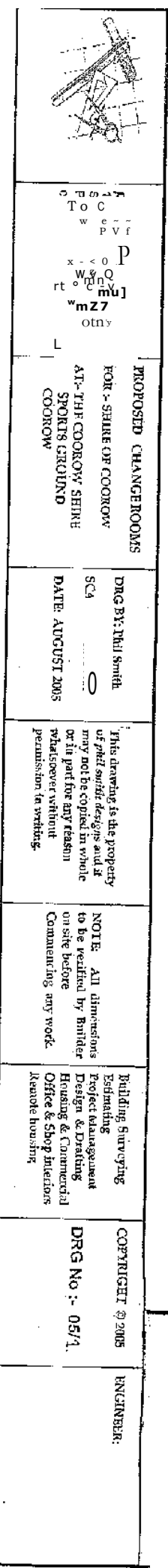
WC/ Change rooms: Supply and lay floor tiles one row of tiles as skirting and, row over basin tiles to window sill and floor tiles.

Shower Areas: Supply and lay floor tiles to floor area and wall tiles to a height of 1800 mm.

17.3 Grouting: All tiled surfaces shall be grouted in accordance with the manufacturer's instructions

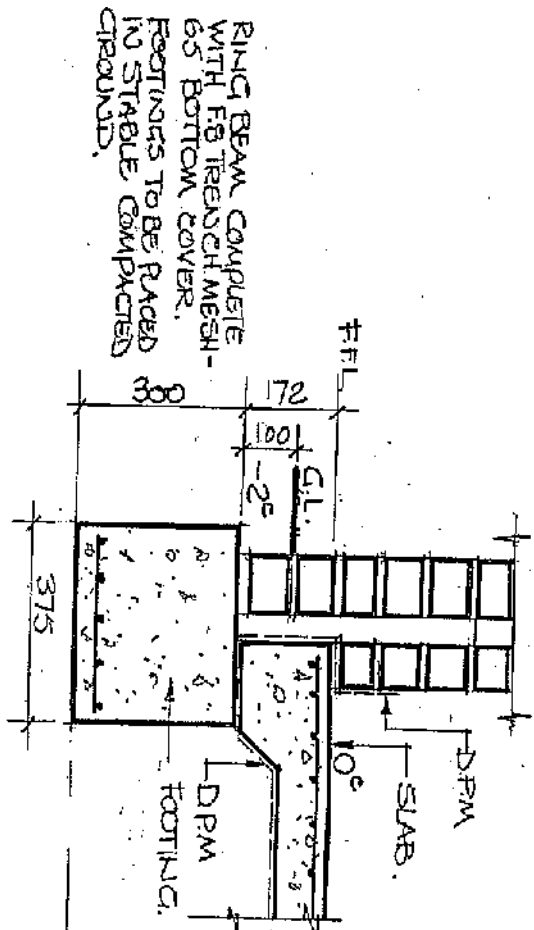
17.4 Patterns: All pattern tiles shall be laid in a manner decided by the Shire's representative.

17.5 Tiles: Allow P.C. sum of \$35.00 per square metre for the supply of tiles, Allow extra for laying.



Z





EXTERNAL FOOTING DETAIL SCALE 1:0

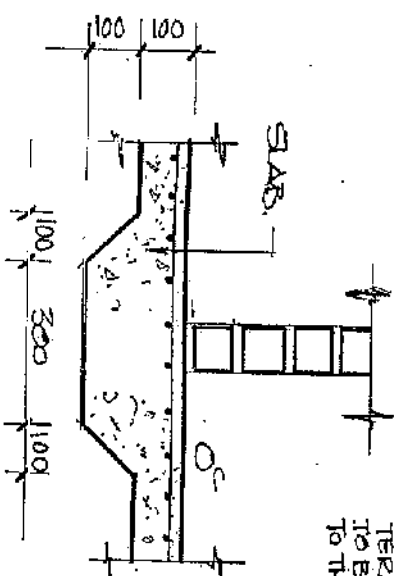
10

REMOVE EXISTING VEGETATION AND ORGANIC MATTER TO A DISTANCE OF 2m CLEAR AROUND SLAB.

COMPACT SAND TO 70% RELATIVE DENSITY OR 7 BLOWS OF STANDARD PENETROMETER.

TERMITE TREATMENT TO SLAB AREA TO BE CHLORPYRIFOS AT 1% ACCORDING TO THE A.S. 3600-1.

100 CONCRETE  
F62 MIX  
30mm SE  
AREAS FOR  
100mm T  
DAMP-PRO  
TO BE 0.2  
DPM TO  
OF SLAB  
CONCRETE  
F62 MIX  
TO A.S.



REMOVE EXISTING VEGETATION AND ORGANIC MATTER TO A DISTANCE OF 2m CLEAR AROUND SLAB.

COMPACT SAND TO 70% RELATIVE DENSITY OR 7 BLOWS OF STANDARD PENETROMETER.

TERMITE TREATMENT TO SLAB AREA TO BE CHLORPYRIFOS AT 1% ACCORDING TO THE A.S. 3600-1.

100 CONCRETE SLAB C/A  
F62 MIX-25 TOP COVER -  
30mm SET DOWN TO WET  
AREAS FOR TUNING-MAINTAIN  
100mm THICKNESS  
DAMP-PROOF MEMBRANE  
TO BE 0.2 W/P FORTHREAD.

CONCRETE TO BE 20/20/20  
F62 MIX AND TO CONFORM  
TO A.S. 3600

INTERNAL FOOTING DETAIL SCALE 1:10



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PROPOSED CHANGEROOMS

FOR 10 SHIRE OF COOROW  
AT THE COOROW SHIRE  
SPORTS GROUND  
COOROW

0

SCALE AS SHOWN  
DATE: AUGUST 2005

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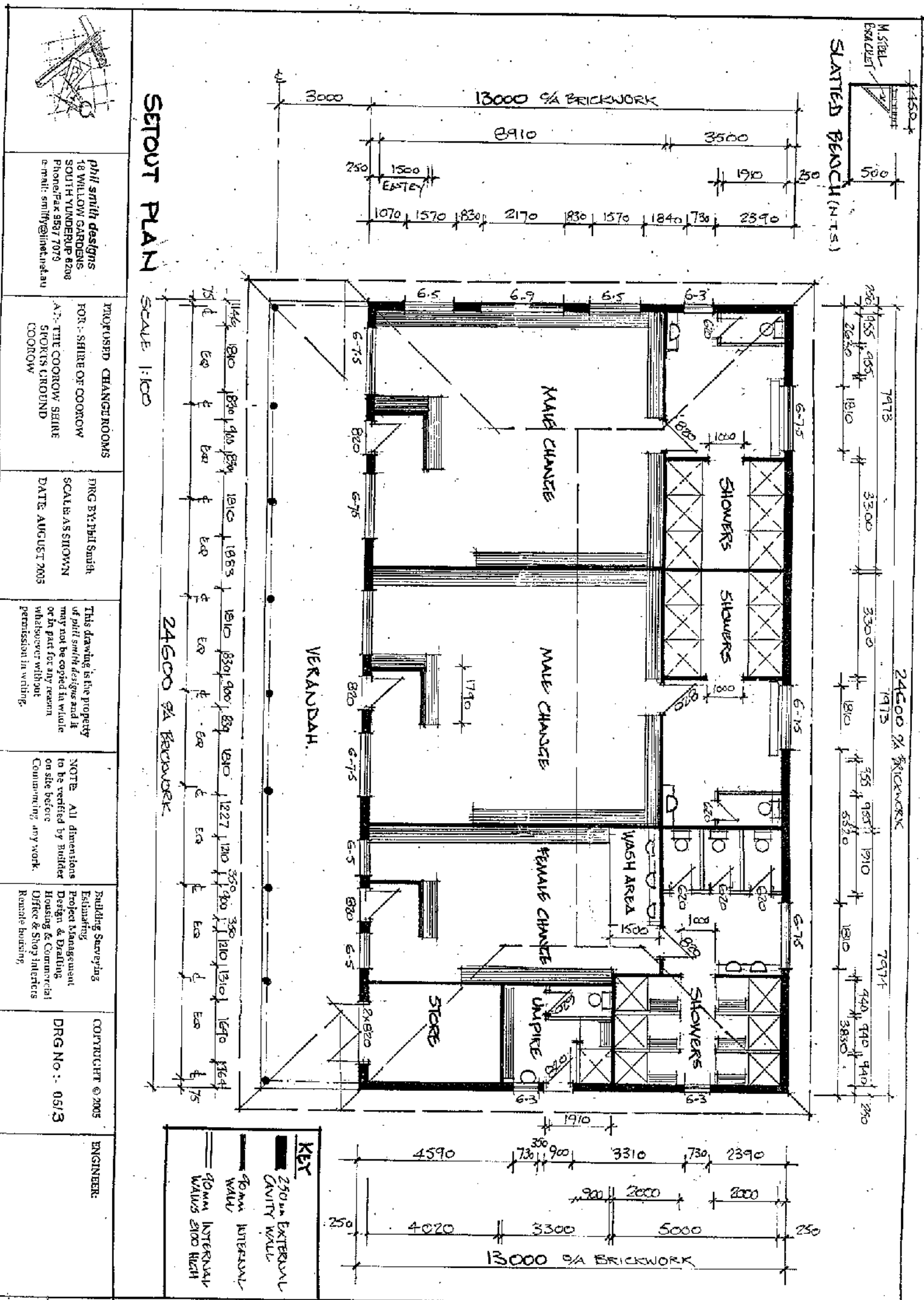
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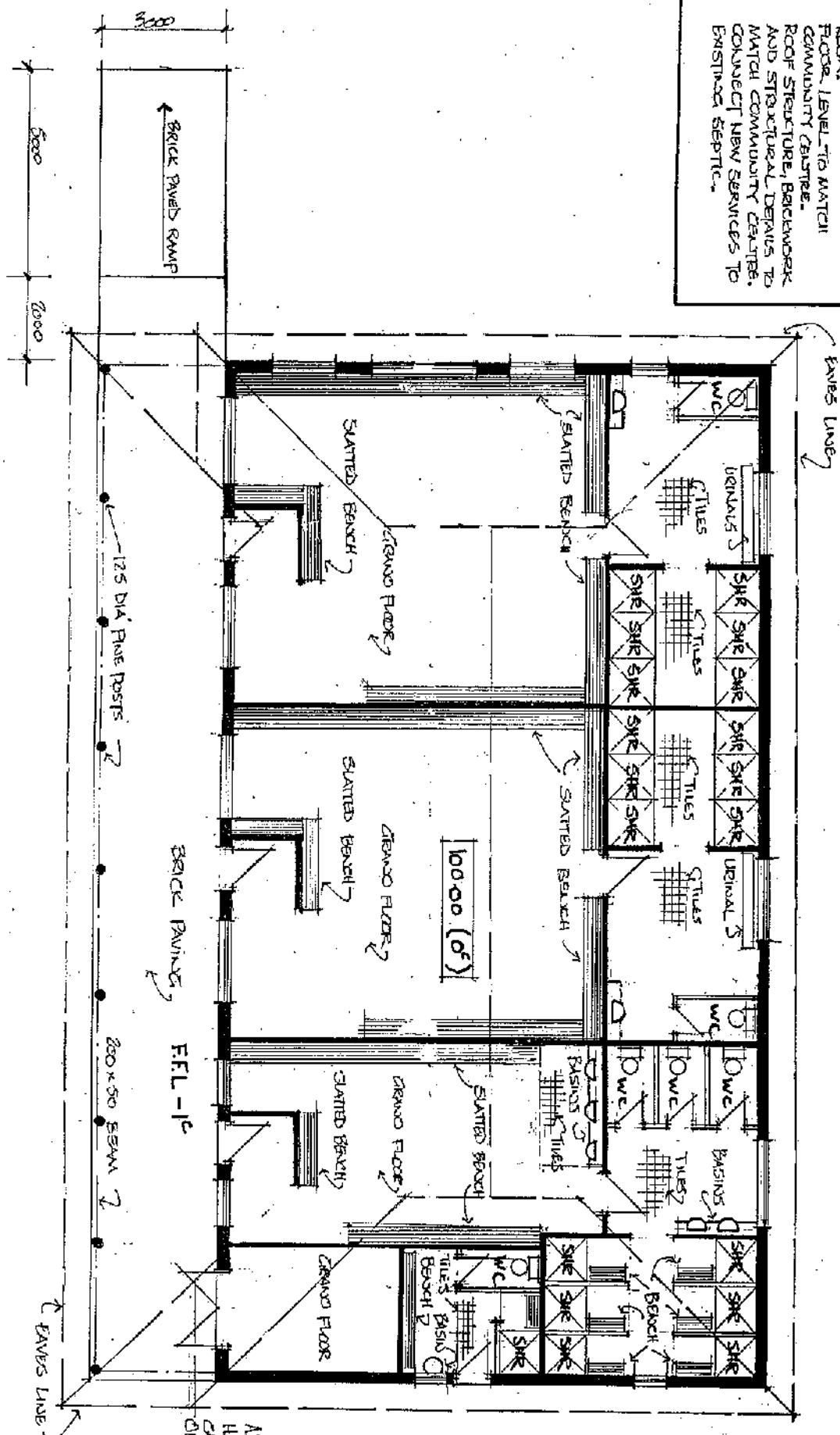
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DRG No :- 05/2A



5

DEMOLISH EXISTING GARAGE ROOM, LEVEL-TO MATCH COMMUNITY GARAGE. ROOF STRUCTURE, BACKWORK AND STRUCTURAL DETAILS TO MATCH COMMUNITY GARAGE. CONNECT NEW SERVICES TO EXISTING SEPTIC.



# FLOOR PLAN

SCALE 1:1000

NOTE:-  
ALL EXTERNAL DOOR TO HAVE DOOR CLOSERS THAT CAN BE LOCKED IN THE OPEN POSITION.

NOTE:-  
ALLOW FOR FINE SPRINKLER SYSTEM IF REQUIRED BY THE REGULATIONS.



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## PROPOSED CHANGEROOMS

FOR: SHIRT OF COOKERY  
AT: THE COOROW SHIRT  
SPORTS GROUND  
COOROW

SCALE AS SHOWN  
DATE: AUGUST 2005

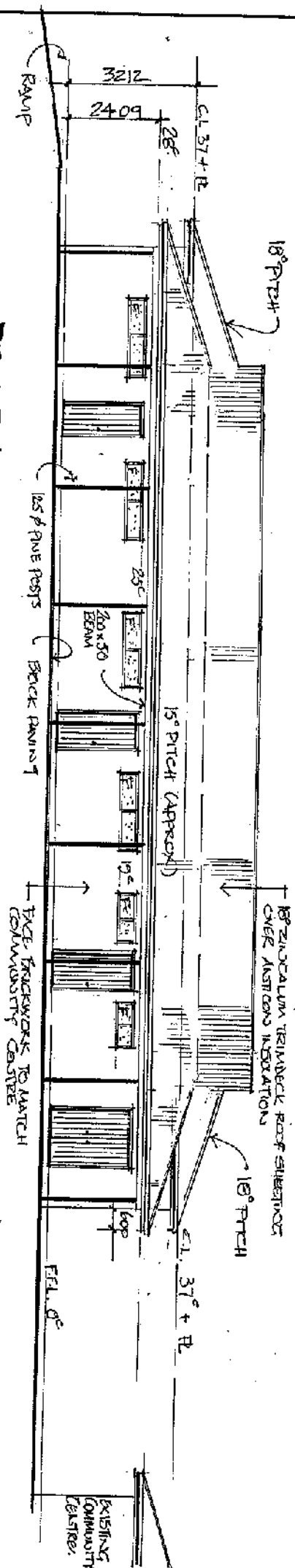
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## FRONT ELEVATION

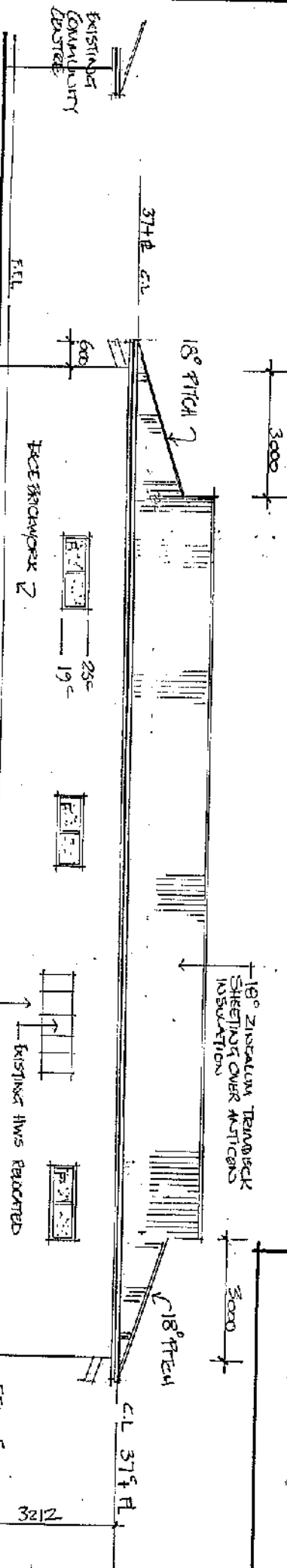
Scale 1:100

### NOTE:

ALL GLAZING TO BE  
OBSCURE GLASS

### NOTE:

DEMOUSH EXISTING CHANGEROOMS.  
BUILD UP NEW SHED AND PAD AS NECESSARY.  
THIS WORK TO BE COMPLETED BY SHIRE.  
ALL GLAZING TO BE LAMINATED GLASS.



## REAR ELEVATION

Scale 1:100

### PROPOSED CHANGEROOMS

phil smith designs  
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e-mail: smith@shinetel.nsw

FOR - SHIRE OF COOROW  
ATTN: THE COOROW SHIRE  
SPORTS GROUND  
COORDINATOR

DRG BY: Phil Smith  
SCALE: AS SHOWN  
DATE: AUGUST 2005

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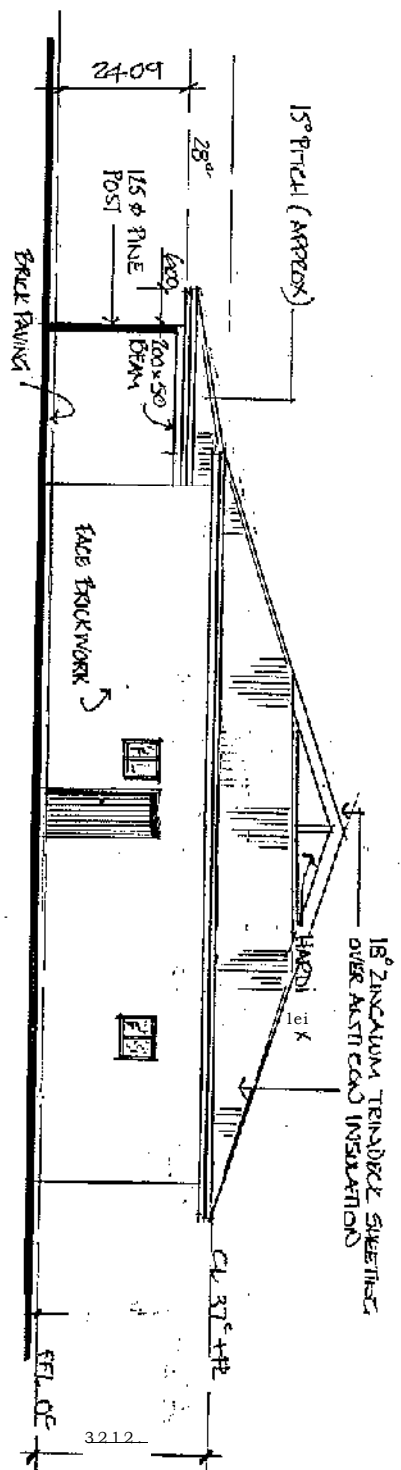
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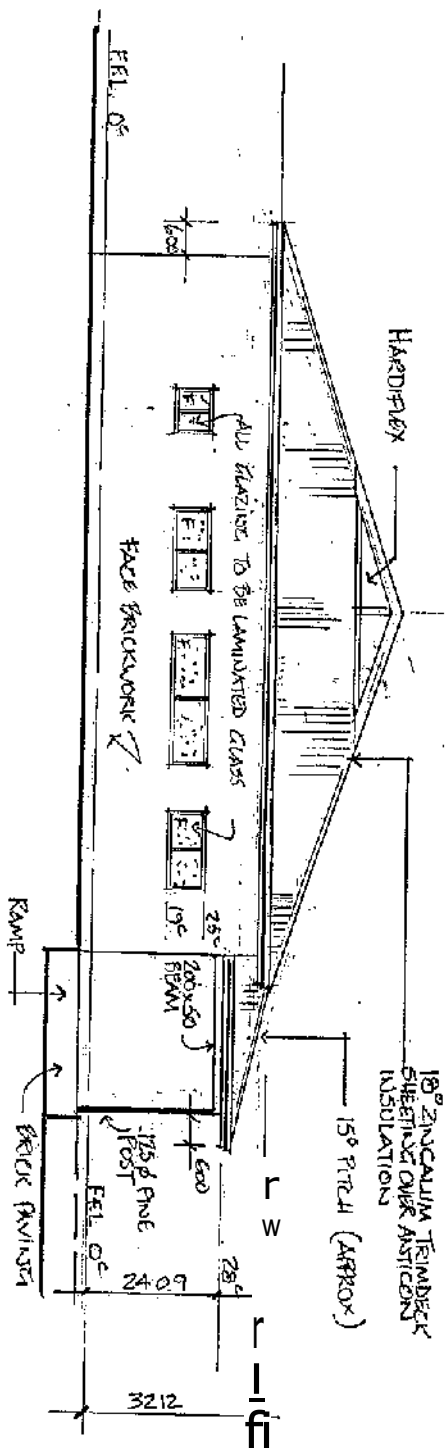
ENGINEER

DRG No.: 05/5



SIDE ELEVATION SCALE ∞

NOTE :-

ALL GLAZING TO BE  
OBSCURE GLASS

SIDE ELEVATION SCALE ∞



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PROPOSED CHANGEROOMS  
FOR 1-SHIRE OF COOROW  
AT THE COOROW SHIRE  
SPORTS GROUND  
COOROW

DRG BY: Phil Smith  
SCALE AS SHOWN  
DATE: AUGUST 2005

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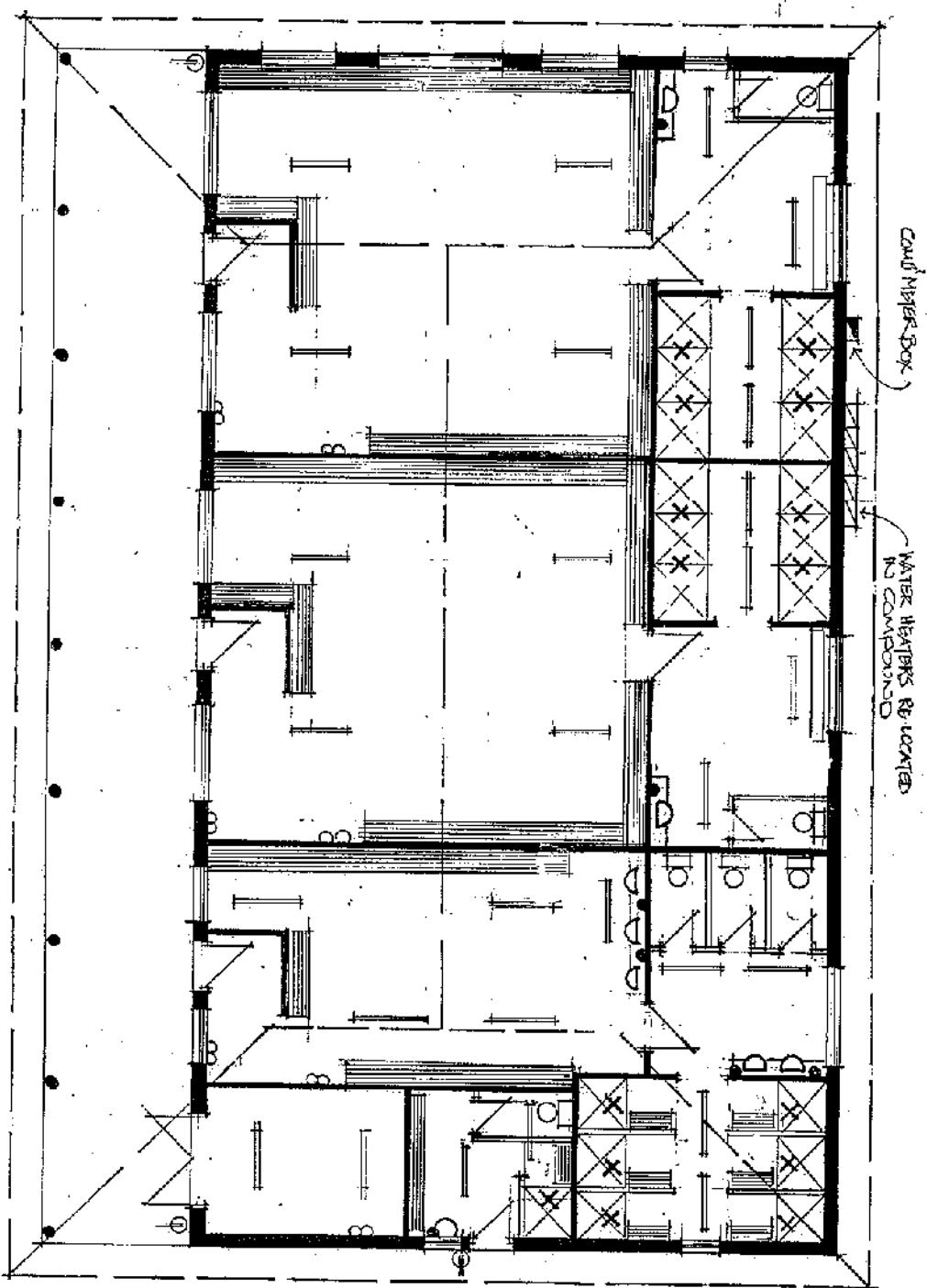
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ENGINEER:



**ELECTRICAL LEGEND**

	METER BOX WITH 3 FUSES
	WATER HEATER, RELOCATED (GAS)
	1200 DOUBLE FUSES
	WALL LIGHT 2100 ABOVE P.F.L.
	DOUBLE GPO 1100 ABOVE P.F.L.
	DOUBLE GPO 300 ABOVE P.F.L.
	EXHAUST FAN



**ELECTRICAL LAYOUT** SCALE 1:50



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PROPOSED CHANGEROOMS  
FOR : SHUTE OF COOROW  
AT: THE COOROW SHIRE  
SPORTS GROUND  
COOROW

DRG BY: Phil Smith  
SCALE: AS SHOWN  
DATE: AUG/1ST 2005

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ENGINEER:



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**PROPOSED CHANGEROOMS**  
FOR :- SHIRE OF COOROW  
AT:- THE COOROW SHIRE  
SPORTS GROUND  
COOROW

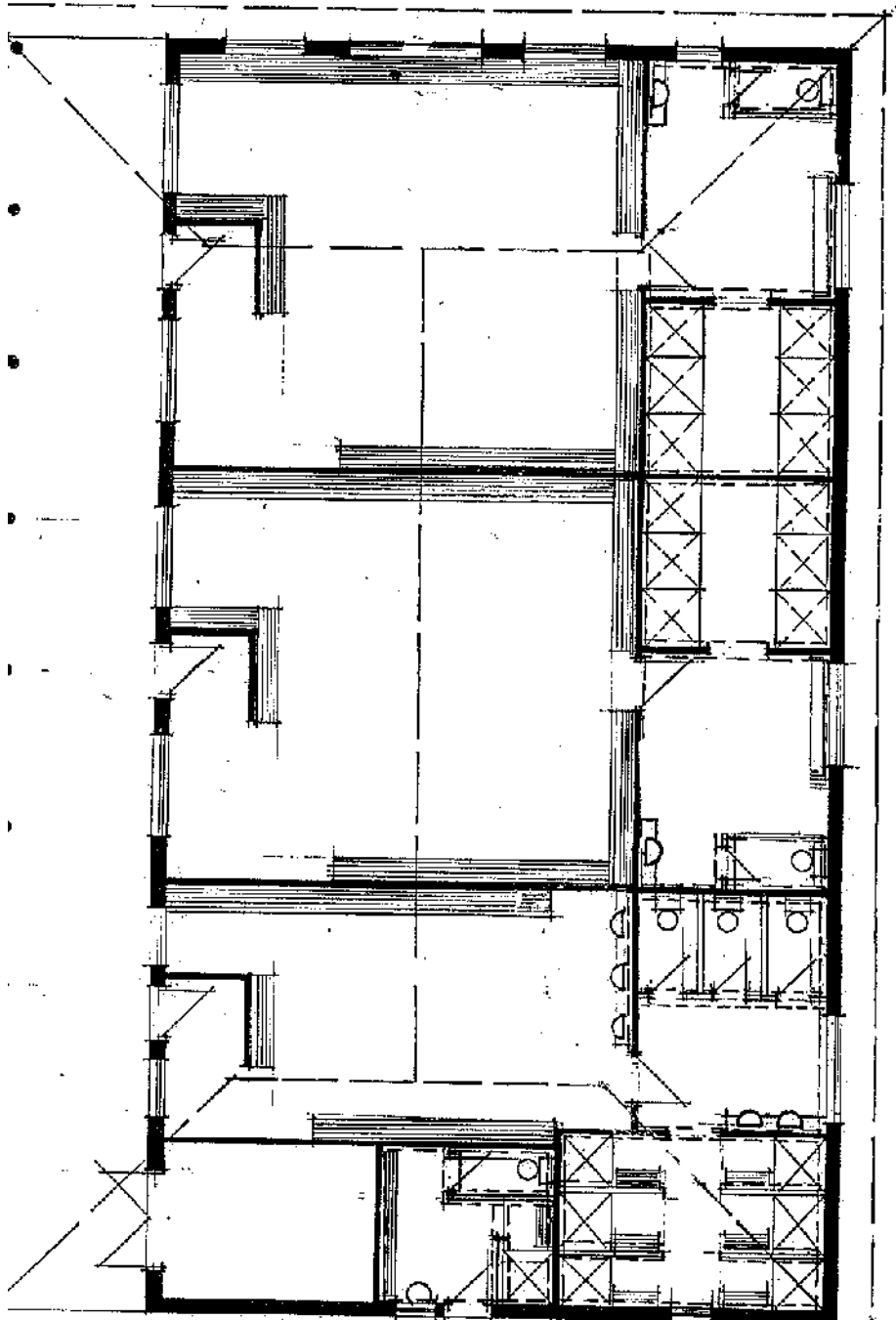
**DRG No. Phil Smith**  
SCALE AS SHOWN  
DATE: AUGUST 2005

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**KEY**  
--- WALLS TO BE RASERED



**11. QUESTIONS BY MEMBERS OF WHICH DUE NOTICE HAS BEEN GIVEN:**

Nil.

**12. URGENT BUSINESS APPROVED BY THE PERSON PRESIDING OR BY DECISION:**

Nil at this time.

**13. MATTERS BEHIND CLOSED DOORS:**

Nil at this time.

**14. DATE OF NEXT MEETING:**

**14.1 CEO PERFORMANCE REVIEW**

2.00 pm Wednesday 13 June 2007 at the Leeman Administration Centre, Leeman.

**14.2 SPECIAL BUDGET MEETING**

10.00 am Wednesday 20 June 2007 at the Maley Park Function Centre, Coorow.

**14.3 ORDINARY MEETING OF COUNCIL**

3.00 pm Wednesday 20 June 2007 at the Maley Park Function Centre, Coorow.

**15. CLOSURE:**

There being no further business the President, Councillor Girando, closed the meeting at 5.07 pm.