

Shire of Shark Bay

**Minutes Council Ordinary Meeting
30 November 2011**





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The Shire of Shark Bay advises that no action should be taken on any application or item discussed at a Council meeting and should only rely on **WRITTEN ADVICE** of the outcome and any conditions attaching to the decision made by the Shire of Shark Bay.

Confirmed minutes of the Ordinary meeting of the Shark Bay Shire Council held in the Council Chamber Denham on 30 November 2011 commencing at 9.05 am

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1. DECLARATION OF OPENING

The President declared the meeting open at 9.05 am

2. RECORD OF ATTENDANCES / APOLOGIES / LEAVE OF ABSENCE GRANTED

ATTENDANCES

Cr C Cowell	President
Cr J Hanscombe	Deputy President
Cr D Pepworth	
Cr K Capewell	
Cr M Prior	

Mr P Anderson	Chief Executive Officer
Mr R Towell	Acting Deputy Chief Executive Officer
Mr J McKechnie	Manager Regulatory Services
Mr B Galvin	Works Manager
Mrs R Mettam	Executive Assistant

APOLOGIES

Cr B Wake	Approved Leave granted at 26 October 2011 Ordinary Council Meeting
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Cr McLaughlin

VISITORS

1 Visitor

3. RESPONSE TO PREVIOUS PUBLIC QUESTIONS ON NOTICE

Nil

4. PUBLIC QUESTION TIME

The President opened Public Question Time at 9.05 am

Mr Hargreaves asked that Council open the meeting with a prayer.

Mr Hargreaves tabled a letter detailing his request and was advised that it will be responded to as Response to Previous Public Questions on Notice at the ordinary Council meeting in December 2011.

The President closed Public Question Time at 9.09 am

5. APPLICATIONS FOR LEAVE

NIL

6. PETITIONS

Nil

7. CONFIRMATION OF MINUTES

7.1 CONFIRMATION OF THE MINUTES OF THE ORDINARY COUNCIL MEETING HELD ON 26 OCTOBER 2011

Moved Cr Hanscombe
Seconded Cr Pepworth

Officer Recommendation

That the minutes of the ordinary council meeting held on 26 October 2011, as circulated to all councillors, be confirmed as a true and accurate record.

5/0 CARRIED

7.2 CONFIRMATION OF THE MINUTES OF THE SPECIAL COUNCIL MEETING HELD ON 26 OCTOBER 2011 FOR THE SWEARING IN OF COUNCILLORS, ELECTION OF PRESIDENT AND DEPUTY PRESIDENT AND ELECTION OF COMMITTEE REPRESENTATIVES

Moved Cr Hanscombe
Seconded Cr Pepworth

Officer Recommendation

That the minutes of the special council meeting held on 26 October 2011, for The Swearing in of Councillors, Election of President and Deputy President and Election of Committee Representatives, as circulated to all councillors, be confirmed as a true and accurate record.

5/0 CARRIED

7.3 CONFIRMATION OF THE MINUTES OF THE SPECIAL COUNCIL MEETING HELD ON 14 NOVEMBER 2011 FOR TENDER 2011/2012-02 – SUPPLY OF SOLAR POWER

Moved Cr Hanscombe
Seconded Cr Capewell

Officer Recommendation

That the minutes of the special council meeting held on 14 November 2011, for Tender 2011/2012-02 – Supply of Solar Power, as circulated to all councillors, be confirmed as a true and accurate record.

5/0 CARRIED

8. ANNOUNCEMENTS BY THE CHAIR

Gascoyne Regional Road Group and the Western Australian Local Government Association Zone meetings representative is Cr McLaughlin and the Deputy is Cr Wake. Neither of these Councillors will be in attendance to the meetings on the 1 December 2011, so Cr Cowell will deputise.

9. PRESIDENT'S REPORT

Dirk Hartog Commemoration Committee

Members of the Dirk Hartog Commemoration Committee met in late October and also November to discuss various options to celebrate the 400th anniversary of Dirk Hartog's landing at Cape Inscription. The CEO and I, representing the Shire, are keen to ensure that events planned for this anniversary include the local Shark Bay community as well as

30 NOVEMBER 2011

visitors and dignitaries. As many people as possible should have the opportunity to be part of the celebrations for the first recorded European landing on Australian Soil. In addition to this committee, a local sub-committee has been established by Ken Baston, MLA. It consists of Ben Bellottie, Phil Wood, Margaret Prior, Des Matthews, Paul Anderson, myself and Dr Phil Playford. The initial meeting will be held on Friday 2nd December. Please approach any of the members of this local committee with ideas you may have for the celebrations.

Solar Power Generation

As reported previously, the Regional Country Local Government funds for the Shark Bay Shire have been allocated to the provision of solar generated power and the Council recently endorsed the recommendation by independent evaluators to accept the tender for completion of the works from local contractor BAJa Data and Electrical Services. The Shire buildings which were included in the tender are; World Heritage Discovery Centre, Shire Depot, Shire Hall, Community Centre and residences at 5 Spaven Way, 51 and 80 Durlacher, and 65 Brockman Streets. This solar power project will have a significant on-going benefit to the Shire in reducing costs associated with the operation of its facilities.

New Boating Facilities – Denham

Following the recent surveys conducted on behalf of the Department of Transport (DoT), in which there was clear majority support from the Shark Bay community and also visitors for additional marine facilities to be developed in Denham, a further community consultation is to be undertaken to determine the style, dimensions and location of the proposed facility. The proposal can then move to the physical planning and design stages. These issues will be discussed at two community meetings to be held in mid-February 2012. I urge you to attend these forums and consider the options that will be presented by the consultants and Department of Transport. The community should have input into the process and ownership of the project.

Multi-purpose Community Centre

Construction of the Community Centre in Francis Street, adjacent to the oval, is well underway and at this stage will be completed on time in June next year. The size of the facility is certainly impressive, with a separate gym and courts to accommodate sports such as badminton, volleyball, basketball and cricket as well providing a place for community gatherings, meetings, events and training. The Shire is currently seeking suggestions for a name of the building, so if you have any bright ideas, we'd like to hear them! We are also exploring options for an opening event such as an exhibition match between teams from the State Basketball League.

Moved Cr Prior
Seconded Cr Pepworth

Council Resolution

That the President's report for November 2011 be received.

5/0 CARRIED

Councillors Report

24 October	Meeting – Dirk Hartog Commemoration Committee, Crawley
9 November	LEMAC meeting and scenario
11	Remembrance Day service
14	Special Council Meeting – Solar panel tenders
18	Visit to the proposed Landsbank site in the National Park
19	Red Dog Shark Bay Film Club presentation
22	Met with Lesley Pearson, Silver Chain

30 NOVEMBER 2011

- 24 Met with Steve Yule and Terri Tonkin, Gascoyne Development Commission
25 Tenth anniversary celebrations – Shark Bay Community Resource Centre
28 Video conference Dirk Hartog Commemoration Committee meeting
29 Teleconference with Ian Fletcher, Chair of Regional Development Council
30 Council Meeting

Moved Cr Prior
Seconded Cr Pepworth

Council Resolution

That the President's November 2011 report on activities as a Council representative be received.

5/0 CARRIED

10. COUNCILLORS' REPORTS

- 10.1 Cr B Wake
CO 513

Nil

- 10.2 Cr K Capewell
CO 516

Attended a meeting at the Old Police Station site in regards to the plans for the building for the use of the Shark Bay Resource Centre.

Moved Cr Prior
Seconded Cr Hanscombe

Council Resolution

That Councillor Capewell's November 2011 report on activities as a Council representative is received.

5/0 CARRIED

- 10.3 Cr J Hanscombe
CO 514

14 November 2011 Attended St John's Ambulance Special meeting

Moved Cr Pepworth
Seconded Cr Prior

Council Resolution

That Councillor Capewell's November 2011 report on activities as a Council representative is received.

5/0 CARRIED

- 10.4 Cr J McLaughlin
CO 512

Nil

ORDINARY COUNCIL MINUTES

30 NOVEMBER 2011

10.5 Cr D Pepworth
CO 515

Nil

10.6 Cr M Prior
CO 516

Nil

11. ADMINISTRATION REPORT

11.1 CHRISTMAS/NEW YEAR CLOSURE

ST 103

Author

Accountant

Disclosure of Any Interest

Nil

Moved Cr Capewell

Seconded Cr Pepworth

Council Resolution

That the Shire Administration Office and Depot close for the Christmas/New Year period from Monday 26 December 2011 to Tuesday 3 January 2012 inclusive.

5/0 CARRIED

Background

Council has previously closed the office between Christmas and New Year. The public holidays for the Christmas period of 2011/12 are – Monday 26 December 2011, Tuesday 27 December 2011, Monday 2 January 2012, with a Local Government Public Holiday being adopted on Tuesday 3 January 2012.

This would mean the office and depot will be closed from Monday 26 December 2011 and reopen on Wednesday 4 January 2011.

Comment

The above recommendation would minimise disruption to the public with the administration office and depot being opened on Wednesday 4 January 2012 after the Christmas/New Year break.

The breakup of the days would be -

- 4 Public Holidays
- 3 Accrued Rostered Day's Off or Annual Leave

Emergency staff would still be contactable and the staff at the Shark Bay World Heritage Discovery and Visitors Centre would still be required to work with the exception of Christmas Day when the Centre is closed.

Legal Implications

Nil

Policy Implications

Nil

Financial Implications

Nil

Strategic Implications

Nil

Voting Requirements

Simple Majority Required

Date of Report

18 November 2011

11.2 AGENDA AND COUNCIL MEETING DATES 2012

CO120

Author

Executive Assistant

Disclosure of Any Interest

Nil

Moved Cr Pepworth

Seconded Cr Capewell

Officer Recommendation

That Council, in accordance with Section 5.25(1)(a) of the Local Government Act 1995, approve the following schedule of meeting dates for Council's 2012 Ordinary meetings:

January 2012 – No ordinary meeting to be held

February 2012 – Wednesday 29 Commencing at 9.00am in Council Chambers

March 2012 – Wednesday 28 Commencing at 9.00am in Council Chambers

April 2012 – Wednesday 18 Commencing at 9.00am in Council Chambers

May 2012 – Wednesday 30 Commencing at 9.00am in Council Chambers

June 2012 – Wednesday 27 Commencing at 9.00am in Council Chambers

July 2012 – Wednesday 25 Commencing at 9.00am in Council Chambers

August 2012 – Wednesday 29 Commencing at 9.00am at Useless Loop

September 2012 – Wednesday 26 Commencing at 9.00am in Council Chambers

October 2012 – Wednesday 31 Commencing at 9.00am in Council Chambers

November 2012 – Wednesday 28 Commencing at 9.00am in Council Chambers

December 2012 – Wednesday 19 Commencing at 9.00am in Council Chambers

Amendment

Reason: Council considered that the April meeting should be held following Anzac Day.

Council Resolution

That Council, in accordance with Section 5.25(1)(a) of the Local Government Act 1995, approve the following schedule of meeting dates for Council's 2012 Ordinary meetings:

January 2012 – No ordinary meeting to be held

February 2012 – Wednesday 29 Commencing at 9.00am in Council Chambers

March 2012 – Wednesday 28 Commencing at 9.00am in Council Chambers

April 2012 – Thursday 26 Commencing at 9.00am in Council Chambers

May 2012 – Wednesday 30 Commencing at 9.00am in Council Chambers

June 2012 – Wednesday 27 Commencing at 9.00am in Council Chambers

July 2012 – Wednesday 25 Commencing at 9.00am in Council Chambers

August 2012 – Wednesday 29 Commencing at 9.00am at Useless Loop

September 2012 – Wednesday 26 Commencing at 9.00am in Council Chambers

October 2012 – Wednesday 31 Commencing at 9.00am in Council Chambers

November 2012 – Wednesday 28 Commencing at 9.00am in Council Chambers

December 2012 – Wednesday 19 Commencing at 9.00am in Council Chambers

5/0 CARRIED

Background

The *Local Government Act 1995* Section 5.25 requires the Council to advertise its Ordinary Council meeting dates for the forthcoming year.

Comment

Listed below is a proposed schedule for Council meetings in the year 2012 for consideration and approval:

January 2012 – No ordinary meeting to be held

February 2012 – Wednesday 29 Commencing at 9.00am in Council Chambers

March 2012 – Wednesday 28 Commencing at 9.00am in Council Chambers

April 2012 – Wednesday 18 Commencing at 9.00am in Council Chambers

May 2012 – Wednesday 30 Commencing at 9.00am in Council Chambers

June 2012 – Wednesday 27 Commencing at 9.00am in Council Chambers

July 2012 – Wednesday 25 Commencing at 9.00am in Council Chambers

August 2012 – Wednesday 29 Commencing at 9.00am at Useless Loop

September 2012 – Wednesday 26 Commencing at 9.00am in Council Chambers

October 2012 – Wednesday 31 Commencing at 9.00am in Council Chambers

November 2012 – Wednesday 28 Commencing at 9.00am in Council Chambers

December 2012 – Wednesday 19 Commencing at 9.00am in Council Chambers

Ordinary meetings of Council are held on the last Wednesday of each month unless specifically resolved by Council to allow for other circumstances. As in 2011 a meeting has been scheduled to be held at Useless Loop in August 2012.

Council regularly amends its December meeting due to Christmas. The schedule indicates that the December 2012 meeting be held on Wednesday 19 December in lieu of 26 December as in previous years.

This year Council's April 2012 meeting date has also been changed due to Anzac Day falling in the last week of April. Council meeting date would normally be 25 April 2012 but due to Public Holidays falling in the week the meeting has been brought forward one week to the 18 April 2012.

Legal Implications

Section 5.25 of the *Local Government Act 1995* and the Local Government Regulations Section 12 Public notice of council or committee meetings –

- (1) At least once each year a local government is to give local public notice of the dates on which and the time and place at which –
- (a) The ordinary council meetings; and
 - (b) The committee meetings that are required under the Act to be open to members of the public or that are proposed to be open to members of the public,

Are to be held in the next twelve (12) months.

Policy Implications

Policy 9.4 - Meetings of Council

- (1) The Ordinary meeting of Council shall be held on the last Wednesday of each month unless specifically resolved by Council to allow for other circumstances.

The Policy includes that the Council meets in every month including January. The scheduling of an ordinary Council meeting in January restricts the ability of staff to take annual leave and places additional burden on administration staff. If required a special meeting could be called to address any issues requiring decisions of Council.

This could be addressed by a resolution of the Council to amend the Policy to exclude a meeting in January if the Council so desires.

Financial Implications

Nil

Strategic Implications

Nil

Voting Requirements

Simple Majority Required

Date of Report

15 November 2011

11.3 RENEWAL OF SHARK BAY SPEEDWAY LEASE FOR RESERVE 40771
RES 40771 - 3/305

AUTHOR

Chief Executive Officer

DISCLOSURE OF ANY INTEREST

NIL

Moved Cr Prior
Seconded Cr Pepworth

Council Resolution

That a new lease for Reserve 40711 Lot 301 be negotiated with the Shark Bay Speedway Club (Inc.) for a period not exceeding 10 years.

Authority be granted to the Chief Executive Officer to renegotiate a new Lease Agreement with revised terms and conditions between the Shire of Shark Bay and Shark Bay Speedway Club (Inc) relating to Reserve 40771 for the purposes of Speedway with the annual rental being an amount of \$150.00 on demand, reviewed on an annual basis.

5/0 CARRIED

BACKGROUND

The administration is undertaking an audit of legally binding documents which aims to target overdue lease agreements.

One of the identified expired leases is "Shark Bay Speedway Club Lease Agreement" for Reserve 40771 (Denham Lot 301) signed between the Shire of Shark Bay (the "Lessor") and Shark Bay Speedway Club (Inc.) (the "Lessee").

The lease term under the agreement was for 10 years and expired on 30 November 1999.

Shire has the authority to hold and manage Reserve 40771.

Under the Management Order, the Shire has the power lease the whole or any portion of the land for any term not exceeding 10 years, subject to the approval of the Minister for Lands being first obtained.

The terms of the expired lease executed on 4 March 1993 were as follows:

- Specified 10 year lease term, commencing 1 Dec 1989 – expiring 30 Nov 1999;
- Rent \$100 per annum;
- All outgoings, rates, charges and taxes payable by Speedway Club;
- Speedway Club responsible for maintenance, repairs and cleaning of the premises;
- Indemnity insurance and \$5,000,000 public risk insurance required by Speedway Club;
- No alternations and improvements to the premises without Shire's approval;
- No assignment or subletting without prior Shire's approval.

COMMENT

Despite of the lease term being long overdue, the Lessee remains in occupation. Pursuant to cl. 6 of the agreement, if the Lessee holds over the premises at the expiry of the term the tenancy shall continue to be a tenancy from week to week.

This implies that the lease agreement has not ceased but conditions of rental instalments and termination of tenancy changed.

Clause 6 (e) "Holding Over"

(e) If the Lessee holds over the premises at the expiry of the term:

- (i) a tenancy from year to year shall not thereby be presumed but the tenancy shall in such event be and continue to be a tenancy from week to week;*
- (ii) subject to sub-paragraph (iii), the tenancy shall be upon the terms and conditions herein contained insofar as they are applicable and shall be determinable at the expiration of one week's notice by either party to the other at any time;*
- (iii) the Lessee shall pay to the Lessor by equal weekly instalments in advance an equal rent being 110% of the annual rent payable immediately prior to the expiry of the term;*
- (iv) the Lessor may give to the Lessee notice in writing at any time specifying an annual rent being an amount greater than the annual rent referred to in sub-paragraph (iii) and the Lease shall commence paying the annual rent specified in the notice at the commencement of the week following the receipt of the notice.*

Council has an option to decide whether it wishes to renew the lease for 10 years or other period but not exceeding 10 years as required under the Management Order.

The Speedway lease agreement has not been reviewed since 1993. Therefore it is recommended that the Shire and Speedway Club renegotiate terms and conditions of a new lease agreement.

A current Standard lease agreement is attached and any new lease would be based upon the conditions contained with the draft. The Council has an opportunity to review the proposed lease agreement and consider any additional terms and conditions if required.

The Council also has the opportunity to negotiate on a new rental amount. Since the original lease was signed, market and property values have changed. Council may wish to decide on fixed rent or rent based on the Shire's rates using a valuation of the property.

However any consideration of a rent payment should take into consideration the use of the reserve and the economic benefit to the Shire in regards to any income received from rent and the impact on the lessee.

LEGAL IMPLICATIONS

Approval of the Minister under section 18(7) of the *Land Administration Act 1997* is a condition precedent to the grant of a lease.

The management order only enables the Shire to lease that land for a period of 10 years, the current ongoing tenancy may be in conflict with the conditions of the Management Order.

POLICY IMPLICATIONS

NIL

FINANCIAL IMPLICATIONS

The revenue raised from the lease of Shark Bay Speedway Club is minimal in accordance with the lease agreement. The Speedway Club lease rental payments were set at \$100 for the first three years of the lease and then set at a level as proposed by the lessor which shall not be lesser than the original amount.

The amounts paid in rental for the past four years is as follows:

2007	\$114
2008	\$119
2009	\$125
2010	\$135

There are additional clauses that enable negotiation on the rental payment with the ability to appoint a valuer if the parties cannot agree on the rental amounts. The valuer then has determined the annual rental as being the current market rent that could be obtained on a free and open market.

The lease in the original format appears to be based around a commercial lease and whilst it recognises that the reserve has a permitted use of speedway club, the probability of a market value being achieved on an open market is limited.

STRATEGIC IMPLICATIONS

NIL

VOTING REQUIREMENTS

Simple Majority Required

Date of Report

24 November 2011

- 1 9 8 9 -

3/305

SHIRE OF SHARK BAY

and

SHARK BAY SPEEDWAY CLUB (INC)

L E A S E

Ref: RAM:JMW
187658

ORDINARY COUNCIL MINUTES

30 NOVEMBER 2011

THIS LEASE is made the 4th day of March 19 93

B E T W E E N :

WESTERN AUSTRALIA STAMP DUTY
15/03/93 14102410 SD \$*****3.50

SHIRE OF SHARK BAY of Hughes Street, Denham, Western
Australia ("the Lessor")

and

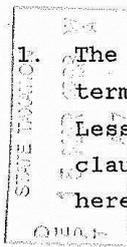
The person or persons described in Item 1 of the Schedule
as the Lessee ("the Lessee")

W H E R E A S :

- A. Reserve No. 40771 is vested in the Lessor for the purpose
of a Speedway ("the Reserve").
- B. The Lessor has agreed to lease to the Lessee the Reserve
shown coloured in blue on the attached diagram together
with all buildings, improvements, fixtures and fittings
thereon ("the premises") at the rental and on the terms and
conditions herein contained.

NOW THIS LEASE WITNESSES as follows:

LEASE



1. The Lessor HEREBY LEASES to the Lessee the premises for the
term specified in Item 2 of the Schedule ("the term") the
Lessee yielding and paying therefor the rent reserved by
clause 2 hereof and otherwise upon the terms and conditions
herein contained.

RENT

2. The Lessee shall pay to the Lessor:

- (a) for the first year of the term, the clear annual rent specified in Item 3 of the Schedule; and
 - (b) for the second and each succeeding year of the term such annual rent as is determined pursuant to clause 3,
- and payable in the manner specified in Item 4 of the Schedule and otherwise upon the terms and conditions contained herein.

RENT REVIEW

- 3. (1) The annual rent shall be reviewed on the date or dates specified in Item 5 of the Schedule ("the Rent Review Date") and the Lessee shall pay such annual rent as is determined in accordance with this clause.
- (2) Subject to clause 3(3) the Lessor shall not earlier than one (1) month before and not later than one (1) month after the Rent Review Date give to the Lessee a notice in writing ("the Lessor's Notice") of the annual rent proposed by the Lessor to be payable at the Rent Review Date. The annual rent proposed by the Lessor to be payable at the Rent Review Date shall not be less than an amount equal to the annual rent payable immediately prior to the Rent Review Date.
- (3) The Lessor shall not by reason of its failure to give the Lessor's Notice within the time referred to in clause 3(2) forfeit its right to have the annual rent from the Rent Review Date reviewed and if the Lessor gives the Lessee notice in writing later than the time referred to in clause 3(2) then the Lessor's Notice whenever given shall be of the same force and effect as if it were given as specified in clause 3(2), and the rate at which the annual rent is payable from the Rent Review Date shall be payable from the Rent Review Date.

- (4) The Lessee shall within twenty eight (28) days after service of the Lessor's Notice or such further period as the Lessor and Lessee may mutually agree ("the Reply Period") give to the Lessor written notice ("the Reply") that the Lessee agrees or does not agree to pay the annual rent proposed in the Lessor's Notice.
- (5) If the Lessee neglects to give the Lessor the Reply the Lessee shall be deemed to have agreed to pay the annual rent proposed by the Lessor in the Lessor's Notice. If the Lessee agrees or is deemed to have agreed to pay the annual rent proposed by the Lessor in the Lessor's Notice then the annual rent so proposed by the Lessor shall be payable from the Rent Review Date.
- (6) If the Lessee within the Reply Period serves on the Lessor the Reply that the Lessee does not agree to pay the annual rent proposed in the Lessor's Notice and the Lessor and Lessee fail to agree upon the annual rent of the premises within the Reply Period then the annual rental payable shall be determined by a licensed valuer in accordance with this clause.
- (7) A licensed valuer shall be appointed by the parties and if they are unable to agree on a valuer, a valuer shall be appointed at the request of either party by the President for the time being of the Australian Institute of Valuers and Land Administrators (Inc.) (W.A. Division) ("the Valuer").
- (8) The Valuer shall determine the annual rental as being the current market rent which in the opinion of the Valuer would be obtained for the premises on a free and open market and if the premises were unoccupied and offered for rental for the permitted use specified in Item 6 and otherwise on the same terms and conditions in the Lease PROVIDED THAT the annual rent

so determined shall not be less than the annual rent payable immediately prior to the Rent Review Date.

(9) In making his determination the Valuer shall be deemed to be acting as an expert and not as an arbitrator. The Lessor and the Lessee shall be entitled to make such submissions to the Valuer as they think fit and the Valuer shall accord to each of them the opportunity to reply to any submissions made by the other of them. The cost of the determination shall be borne by the Lessor and the Lessee in equal shares.

(10) Until the annual rent payable from the Rent Review Date is determined the Lessee shall continue to pay rent to the Lessor at the rate payable immediately prior to the Rent Review Date. If the annual rent determined by the Valuer is higher than the annual rent previously payable the Lessee shall forthwith pay to the Lessor the difference between the amount of rent paid by the Lessee from the Rent Review Date and the amount which would have been paid had the new rent been agreed or determined before the Rent Review Date.

LESSEE'S COVENANTS

4. The Lessee HEREBY COVENANTS with the Lessor as follows:

Payment of Rent

(a) To pay the Lessor the rent hereby reserved at the times and in the manner provided herein.

Rates, Taxes & Outgoings

(b) To pay and discharge all rates and taxes including land tax assessed or charged in respect of the premises and all other outgoings, including without limitation all telephone, electricity, gas, water, rubbish collection and sewerage charges levied,

charged or imposed upon the premises or any part thereof or arising out of the use thereof and whether expressed to be payable by the owner or occupier thereof.

Maintenance, Repairs & Painting

- (c) To keep and maintain every part of the premises and all additions thereto and all lighting and electrical installations and all drainage and all other fixtures and fittings in good repair to a standard acceptable to the Lessor and to paint all such parts of the premises as are now painted or are usually painted at such times and in accordance with the directions of the Building Surveyor of the Lessor.

Cleaning

- (d) At its own expense during the term at all times to keep and maintain the premises clean, drained, properly disinfected, free from rubbish, refuse and disused material of any kind and in good and sanitary condition to a standard acceptable to the Lessor.

Entry by Lessor to View

- (e) To permit the Lessor, its officers, members or agents at all reasonable times with or without workmen or others to enter the premises to view the state of repair and condition thereof and to forthwith carry out any repairs, cleaning, painting or other works for which the Lessee is responsible under this Lease in accordance with any notice in writing given to the Lessee or left on the premises by the Lessor.

Abatement of Nuisances

- (f) Not to do or leave undone any act matter or thing which may be or be deemed to be a nuisance within the

meaning of the Local Government Act, the Health Act, the Factories and Shops Act or any other Act or under any by-laws or regulations applicable to the premises or the use or occupation thereof by the Lessee and forthwith to abate any such nuisance or alleged nuisance.

- (g) To ensure that the premises are not used in any manner which may be or become a nuisance disturbance or annoyance to the quiet and comfort of any occupier of any land in the vicinity of the premises and on being required to do so by the Lessor or any officer of the Lessor to forthwith abate any such nuisance, disturbance or annoyance.

Pests

- (h) To keep the premises free of ants, pests and vermin.

Disorderly Behaviour

- (i) To prevent disorderly behaviour and indecent language in the premises at all times during the day and night and whether the premises are being used by the Lessee or by an association, body or person pursuant to paragraph (m) of this clause.

Compliance with Statutes

- (j) At its own expense to comply with, carry out and perform the requirements of the Local Government Act, the Health Act and all other Acts, town planning schemes, by-laws or regulations or of any requisitions or orders thereunder applicable to the premises or the use or occupation thereof.

Permitted Use

- (k) Subject to paragraph (l) of this clause to use the

premises solely for the purpose specified in Item 6 of the Schedule and not without the prior written consent of the Lessor on each occasion had and obtained to make any charge or permit any charge to be made to any person for admission to the premises PROVIDED THAT membership fees and other usual payments made by members of the Lessee as such shall not be deemed to be payment made for admission to the premises.

Use by Associations and Bodies

- (1) To permit community, charitable and recreational associations and bodies and such other associations, bodies or persons as the Lessor may approve, to use the premises at all times when the premises are not required by the Lessee, and not to charge any fee for such use in excess of the fees fixed by the Lessor from time to time.

Bookings

- (m) To take bookings by all associations, bodies and persons permitted to use the premises pursuant to paragraph (1) of this clause and to enter all such bookings in a register kept for the purpose together with details of the name of the association, body or person, the hours during which the premises were used by the association, body or person, the fees paid to the Lessee and such other details as the Lessor may require.

Register

- (n) To keep the register referred to in paragraph (m) of this clause available for the Lessor to view at the premises or forthwith upon request by the Lessor to provide the Lessor with the register for viewing by the Lessor.

Prohibited Use

- (o) Not to use the premises for any illegal or immoral purpose nor for any business or commercial use without the prior written consent of the Lessor.

Insurance

- (p) To insure and keep insured throughout the term for the full value thereof all buildings, erections or other improvements comprised in the premises including any plate glass therein (if any) in the names of the Lessor and the Lessee for their respective interests with an insurance company nominated by the Lessor against fire, storm, tempest, earthquake, malicious damage and such other risks as the Lessor shall determine and to produce to the Lessor on request a certificate of the currency of that policy.
- (q) If the Lessor is required to pay an excess amount or deductible ("the excess") in connection with any claim for loss or damage which occurs during the term under the insurance policies referred to in paragraphs (p) and (r) of this clause to pay to the Lessor upon written demand an amount equal to the excess.
- (r) To effect and keep in force throughout the term a public risk policy of insurance in an amount of not less than FIVE MILLION DOLLARS (\$5,000,000.00) or such other amount which an insurance company nominated by the Lessor considers reasonably adequate and to produce to the Lessor on request a certificate of the currency of that policy.
- (s) Not to do or suffer to be done anything whereby any policy of insurance in respect of the premises may become void or voidable or whereby the rate or premium thereon may be increased and if any increased premium shall be payable by reason of any acts or defaults of

the Lessee (including absence from the premises) under this sub-clause then to pay to the Lessor on demand the amounts by which such premium shall be increased.

- (t) At its own expense to make such amendments alterations and additions to the premises as shall be required by any requisitions or requirements of the Insurance Council of Australia or other body or authority having power or control over electrical installations or fixtures or dealing with insurance matters.

Indemnity

- (u) To indemnify the Lessor and keep the Lessor indemnified from and against all claims, demands, writs, summonses, actions, suits, proceedings, judgments, orders, decrees, damages, costs, losses and expenses of any nature whatsoever which the Lessor may suffer or incur in connection with the loss of life, personal injury or damage to property arising from or out of any occurrence in upon or at the premises or the use by the Lessee of the premises or any part or to any person or the property of any person using or entering or near any entrance to the premises or occasioned (wheresoever it may occur) wholly or in part by any act, neglect, default or omission by the Lessee its agents, contractors, servants, workmen, customers, members or any other person or persons using or upon the premises with its consent or approval expressed or implied.

Alterations & Improvements

- (v) Not without the prior written consent of the Lessor to erect or suffer to be erected any building or structure on the premises or to make or suffer to be made any alteration in or additions to any building or any other improvements to the premises or to remove

any such improvements or to cut maim or injure or suffer to be cut maimed or injured any of the walls or timbers thereof.

Fixtures, Fittings and Furniture

- (w) Not without the prior written consent of the Lessor to erect, install or place any fixtures, fittings or furniture in or upon the premises.

Sale of Liquor

- (x) Not to sell or permit the sale of any spirituous or fermented liquors on the premises or any part thereof other than under a valid licence issued in pursuance of the Liquor Licensing Act 1988, and then only with the prior written consent of the Lessor.

Accounting Requirements

- (y) At all times to keep proper books of accounts on a double entry system and have them at all times properly posted up so as to show all of the dealings of the Lessee in connection with the premises (including without limitation wages, deductions of income tax from employees wages and the names and address of all employees) and to preserve all vouchers in connection therewith and upon demand by the Lessor to deliver up to the Lessor for the Lessor's inspection and examination all such books of account and vouchers and the Lessee hereby irrevocably authorises the Lessor and the Lessor's agents or servants at all reasonable times to enter into or upon the premises and to inspect and examine and take extracts from all such books of account and vouchers.

Assignment or Subletting

- (z) Subject to paragraph (1) of this clause not to assign, sublet or part with the possession of the premises or any part thereof without the consent in writing of the Minister for Lands and the Lessor first had and obtained and it is HEREBY DECLARED that Sections 80 and 82 of the Property Law Act 1969 are expressly excluded.

Australian Federation of Sports Cars

- (aa) On or before the Commencement Date of the term to affiliate with and to remain affiliated with the Australian Federation of Sports Cars and any other similar bodies or associations which the Lessor reasonably considers the Lessee should be affiliated with.

Signs

- (bb) Not without the prior written consent of the Lessor to affix or exhibit or permit to be affixed to or exhibited upon any part of the exterior of the premises or in any place visible from beyond the premises any placard, sign, poster, hoarding or advertisement.

Legal Costs

- (cc) To pay the costs (on the scale applicable to the Lessor) of and incidental to the negotiations and instructions for and the preparation, completion and stamping of this Lease (including stamp duty) and all copies thereof and also all costs, charges and expenses (including solicitors' costs and surveyors' fees) incurred by the Lessor for the purpose of or incidental to the preparation and service of any notice under Section 81 or any other section of the

Property Law Act 1969 requiring the Lessee to remedy a breach of any of the covenants herein contained.

Delivery Up of Possession

(dd) At the expiry or sooner determination of the term peaceably and quietly to deliver up possession of the premises and all furniture, fixtures and fittings belonging thereto in such good and tenantable repair, order and condition as shall be consistent with the covenants herein contained in that behalf PROVIDED THAT forthwith upon the expiry or sooner determination of the term the Lessee shall remove any tenant's fixtures and fittings and shall make good any damage caused to the premises in so doing.

LESSOR'S COVENANT - QUIET POSSESSION

5. The Lessor HEREBY COVENANTS with the Lessee that the Lessee paying the rental hereby reserved and observing and performing the covenants herein expressed and implied and on the Lessee's part to be observed and performed shall during the term and any extension thereof quietly enjoy the use and occupation of the premises without interruption by the Lessor or any person lawfully claiming through or under the Lessor.

MUTUAL AGREEMENTS

6. IT IS HEREBY MUTUALLY AGREED as follows:

Default by Lessee

(a) If:

(i) any rent hereby reserved or any part thereof is at any time in arrears for fourteen (14) days after the same shall have become due (whether or not any formal or legal demand is made therefor);

(ii) (subject to the provisions of the Bankruptcy Act 1966) the Lessee becomes bankrupt or suffers the Lessee's interest in this Lease to be taken in execution or being a company calls a meeting of its creditors, has a receiver appointed, goes into liquidation or has any order made against it for winding up of the Lessee;

(iii) the Lessee calls a meeting of the Lessee's creditors or makes any composition or arrangement with or assignment for the benefit of the Lessee's creditors or suffers any execution under any legal process to issue or be levied upon or against any of the Lessee's goods or chattels;

(iv) the Lessee breaches or fails to observe and perform any covenant condition or stipulation herein expressed or implied and on the part of the Lessee to be observed or performed and the Lessee fails to remedy such breach if it is capable of remedy and to make reasonable compensation in money to the Lessor for the breach within twenty eight (28) days (which the parties hereto expressly agree shall be a reasonable period) or such further time as the Lessor may allow after the service of the notice required by Section 81 of the Property Law Act; or

(v) the Lessee shall vacate or desert the premises,

THEN this Lease and the term shall at the option of the Lessor cease, determine and be absolutely void and the Lessor may thereupon without notice re-enter upon, occupy and resume possession of the premises in the name of the whole but without releasing the Lessee from liability for rent up to the determination of this Lease or for any antecedent breach and for the purpose of such re-entry the Lessor and all persons authorised by the Lessor may forcibly eject or put out

the Lessee and any licensee and any property or thing belonging to the Lessee or the Licensee found thereon without being liable to any action for trespass, assault or other proceedings whatsoever for so doing but with liberty to plead the leave and licence hereby given in bar of any such action or proceedings if any such action or proceedings is brought or instituted.

Destruction of Premises

- (b) Subject to paragraph (c) of this clause, if the premises or any part thereof shall be burned down, destroyed or damaged by fire so as to render the same unfit for the purpose permitted by this Lease then in such case (unless the insurance of the premises shall have been forfeited or become null or void or the payment of any moneys payable under such insurance be refused or withheld through any act or default of the Lessee or its members, agents, servants, invitees or licensees) the rental hereby reserved or a fair and just proportion thereof according to the nature and extent of the damage sustained shall cease to be payable until the premises shall have been rebuilt and rendered fit for the purpose permitted by this Lease. In case of a dispute or difference touching this paragraph then the dispute or difference shall be referred to arbitration under and in accordance with the provisions of paragraph (f) of this Clause PROVIDED THAT in the event of such dispute or difference no part of the said rental shall be allowed by the Lessor to the Lessee as aforesaid but the Lessee shall continue to pay the rental in full until the date of the award of such arbitrator whereupon the Lessor shall refund to the Lessee free of interest any rental which according to such award shall have been overpaid. In any such arbitration each party shall be entitled to be represented by a duly qualified legal practitioner and this clause shall be deemed to be the agreement in writing referred to in Section 20 of the

Commercial Arbitration Act 1985 in respect of such representation.

- (c) If the premises or any substantial part thereof be burnt down, destroyed or damaged so as to be wholly unfit for occupation or use this Lease may at the option of the Lessor (such option to be declared in writing within twenty eight (28) days after such destruction) be determined the Lessee in that event paying the rental hereby reserved up to such determination and all moneys paid or payable under any policy of insurance effected in respect of the premises shall belong to the Lessor absolutely.

Entry by Lessor

- (d) If the Lessee shall fail to duly and punctually observe or perform any covenant, condition or agreement herein expressed or implied and on the part of the Lessee to be observed and performed the Lessor shall be entitled to carry out the observance or performance of such covenant, condition or agreement and for such purpose the Lessor or the Lessor's agents workmen or architects may if necessary enter the premises or any part thereof and the cost and expense incurred in such observance or performance together with interest thereon at the rate specified in Item 7 of the Schedule shall be a debt due by the Lessee to the Lessor and shall be payable on demand and may be recovered by the Lessor in the same manner as if such debt were for rent due under this Lease in arrear by action in law and such cost expense and interest shall be a charge on the term.

Holding Over

- (e) If the Lessee holds over the premises at the expiry of the term:

- (i) a tenancy from year to year shall not thereby be presumed but the tenancy shall in such event be and continue to be a tenancy from week to week;
- (ii) subject to sub-paragraph (iii) of this paragraph, the tenancy shall be upon the terms and conditions herein contained insofar as they are applicable and shall be determinable at the expiration of one week's notice by either party to the other at any time;
- (iii) the Lessee shall pay to the Lessor by equal weekly instalments in advance an annual rent being one hundred and ten per cent (110%) of the annual rent payable immediately prior to the expiry of the term;
- (iv) the Lessor may give to the Lessee notice in writing at any time specifying an annual rent being an amount greater than the annual rent referred to in sub-paragraph (iii) of this paragraph and the Lessee shall commence paying the annual rent specified in the notice at the commencement of the week following the receipt of the notice.

Arbitration

- (f) Any dispute or difference concerning this Lease (except a dispute or difference arising from Clause 3) shall be referred to a single arbitrator if the parties can agree upon one and otherwise to two arbitrators, one to be appointed by the Lessor and the other by the Lessee and their umpire (to be appointed before proceeding with the arbitration) and in either case, in accordance with the provisions of the Commercial Arbitration Act 1985. In any arbitration

each party shall be entitled to be represented by a duly qualified legal practitioner and this Clause shall be deemed to be the agreement in writing referred to in Section 20 of the Commercial Arbitration Act 1985 in respect of the representation.

Structural Alterations

- (g) Notwithstanding anything contained in paragraphs (c), (d), (j) and (t) of clause 4 of this Lease, the Lessee shall not be liable to effect any structural alterations of the premises unless the same shall be necessitated or occasioned by reason of any act or default of the Lessee.

Service of Notices

- (h) All notices, consents and approvals or any demand to be given to or made upon the Lessee shall be in writing and may be signed by the Lessor or its solicitors or agents and all such notices or demands shall be considered as having been properly served upon the Lessee if delivered to the Lessee or posted to the Lessee by prepaid registered post addressed to the premises or to the address of the Lessee specified in this Lease and if served by post shall be conclusively deemed to be served upon and be received by the Lessee at the expiration of the next day following the day when the same shall be posted.

Headings

- (i) The headings appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of the clauses of this Lease nor in any way affect this Lease.

Definitions

- (j) Whenever herein appearing unless repugnant to the sense or context:

The expression "Lessor" shall if only one Lessor is party hereto mean the Lessor and the executors, administrators and assigns of the Lessor and shall if there are two or more Lessors parties hereto mean the Lessors and each of them and their and each of their executors, administrators and assigns and if the Lessor or any of the Lessors shall be a corporation shall include such corporation and its successors and assigns.

The expression "Lessee" shall if only one Lessee is party hereto mean the Lessee and the executors, administrators and permitted assignees of the Lessee and if there two or more Lessees parties hereto shall mean the Lessees and each of them and their and each of their executors, administrators and permitted assigns and if the Lessee or any of the Lessees shall be a corporation shall include the successors and permitted assigns of such corporation.

Words importing the masculine gender shall include the feminine gender and shall also have application to corporations.

Words importing the plural number shall include the singular number and words importing the singular number shall include the plural number.

References to statutes shall include all statutes amending the statutes referred to or passed in lieu thereof.

When two or more Lessors or Lessees (as the case may be) are parties hereto the covenants and agreements on

their part shall bind them and any two or greater number of them jointly and severally.

ESSENTIAL TERMS

7. The covenants by the Lessee hereinbefore contained to pay rent and rates, taxes and outgoings in respect of the premises at the time and in the manner therein respectively prescribed are essential terms of this Lease and any breach of any of those covenants shall be regarded by the Lessor and the Lessee as a fundamental breach by the Lessee of this Lease. Should the Lessor determine this Lease following such a breach then (without prejudicing or limiting any other right or remedy of the Lessor arising from such breach or otherwise under this Lease) the Lessor shall be entitled to recover from the Lessee and the Lessee hereby covenants to pay to the Lessor as and by way of liquidated damages for such breach the rent, rates, taxes and outgoings which would have been payable by the Lessee for the unexpired residue of the term of this Lease remaining after such determination after making allowance for the rent, rates, taxes and outgoings which the Lessor by taking reasonable steps to relet the premises obtains or could reasonably be expected to obtain by reletting the premises for such unexpired residue of the term hereof on reasonable terms as to rental and otherwise PROVIDED THAT :

- (a) any such reletting shall not be required to be on like terms as are herein expressed and implied;
- (b) the acceptance by the Lessor of arrears or any late payment of the rent, rates, taxes or outgoings shall not constitute a waiver of the essentiality of the Lessee's obligations to make such payments;
- (c) the Lessor's entitlement to recover damages as aforesaid shall not be prejudiced or limited if :
 - (i) the Lessee abandons or vacates the premises;

ORDINARY COUNCIL MINUTES

30 NOVEMBER 2011

- 21 -

THE SCHEDULE

Item 1

Lessee's Name and Address: SHARK BAY SPEEDWAY CLUB (INC) of Post Office, Denham

Item 2

Term: TEN (10) years
Commencement Date: 1st day of December 1989
Expiry Date: 30th day of November 1999

Item 3

Annual Rental: ONE HUNDRED DOLLARS (\$100.00)

Item 4

Manner of Payment of Rental: Payable yearly in advance commencing on the Commencement Date specified in Item 2.

Item 5

Rent Review Date: The date of commencement of the second and each succeeding year of the term and any extension thereof.

Item 6

Permitted use: Speedway Club.

Item 7

Interest Rate: One per centum (1%) per annum greater than the rate that would be charged by the Lessor's bankers on an overdraft amount equal to the cost and expense incurred by the Lessor.

EXECUTED as a Deed.

LMW30103/RAM198

ORDINARY COUNCIL MINUTES

30 NOVEMBER 2011

22

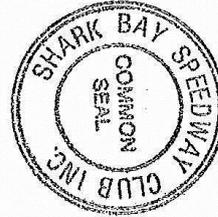
THE COMMON SEAL of SHIRE OF)
SHARK BAY was hereunto affixed)
in the presence of:)



[Signature] President

[Signature] Shire Clerk

THE COMMON SEAL of SHARK BAY)
SPEEDWAY CLUB (INC) was)
hereunto affixed pursuant)
to a resolution of the)
Committee and in the presence)
of:)



[Signature] President

[Signature] (L.R. PURSER) Member

[Signature] (G.A. RIV.) Member

APPROVED
[Signature]
BY ORDER OF THE
MINISTER FOR LANDS

15 April, 1992

MGT94401/BCD151

ORDINARY COUNCIL MINUTES

30 NOVEMBER 2011

4/441

L.194

LAND ACT, 1933
(Section 33)

VESTING ORDER

File No. 2706/986

I, Professor Gordon Reid, Companion of the Order of Australia, Governor of the State of Western Australia, do hereby in pursuance of the powers enabling me in that behalf, and under and by virtue of the provisions of Section 33 of the Land Act, 1933, direct that Reserve No. 40771 (Denham Lot 301)

shall vest in and be held by the Shire of Shark Bay

in trust for the following objects and purposes (that is to say)
"Speedway"

with power to the said Shire of Shark Bay

subject to the approval in writing of the Minister for Lands to each and every lease or assignment of lease being first obtained, to lease the whole or any portion thereof for any term, not exceeding ten

(10) years from the date of the lease, subject nevertheless to the powers reserved to me by Section 37 of the said Act; provided that no such lease or assignment of lease shall be valid or operative until the approval of the Minister for Lands, or an officer authorised in that behalf by the Minister, has been endorsed on the Lease Instrument, or Deed of Assignment, as the case may be.

Given under my hand, at Perth

this 6th day
of December 1988


GOVERNOR

ORDINARY COUNCIL MINUTES

30 NOVEMBER 2011

*File 5
981*

FORM LAA-1023

DUPLICATE

SECTION 46

WESTERN AUSTRALIA
LAND ADMINISTRATION ACT 1997
TRANSFER OF LAND ACT 1993 AS AMENDED

MANAGEMENT ORDER (XE)

RESERVE DESCRIPTION (NOTE 1)

EXTENT

VOLUME

FOLIO

40771	Whole	3111	631
-------	-------	------	-----

MANAGEMENT BODY (NOTE 2)

Shire of Shark Bay of 42 Hughes Street, Denham, WA, 6537.

CONDITIONS (NOTE 3)

1) To be used for the designated purpose of "Speedway" only.
 2) Power to lease (or sub lease or licence) for the designated purpose is granted for the whole or any portion thereof for any term not exceeding ten (10) years from the date of the lease, subject to the approval in writing of the Minister for Lands being first obtained to each and every lease or assignment of lease, pursuant also to the provisions of section 18 of the Land Administration Act 1997.

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

Dated this *30th* day of *June* in the year *2013*

ATTESTATION

[Signature]
 PROJECT OFFICER
 PILBARA REGION
 LAND ADMINISTRATION SERVICES

ORDINARY COUNCIL MINUTES

30 NOVEMBER 2011

WESTERN



AUSTRALIA

REGISTER NUMBER 350/DP193988	
DUPLICATE EDITION N/A	DATE DUPLICATE ISSUED N/A

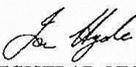
RECORD OF QUALIFIED CERTIFICATE
OF
CROWN LAND TITLE

VOLUME LR3111 FOLIO 631

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

NO DUPLICATE CREATED

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


REGISTRAR OF TITLES



LAND DESCRIPTION:

LOT 350 ON DEPOSITED PLAN 193988

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

STATUS ORDER/INTEREST: RESERVE UNDER MANAGEMENT ORDER

PRIMARY INTEREST HOLDER: SHIRE OF SHARK BAY OF 42 HUGHES STREET, DENHAM
(XE I535731) REGISTERED 2 JULY 2003

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

- RESERVE 40771 FOR THE PURPOSE OF SPEEDWAY.
I535731 MANAGEMENT ORDER. CONTAINS CONDITIONS TO BE OBSERVED. WITH POWER TO LEASE FOR ANY TERM NOT EXCEEDING 10 YEARS, SUBJECT TO THE CONSENT OF THE MINISTER FOR LANDS. REGISTERED 2.7.2003.
- I372081 TAKING ORDER. THE DESIGNATED PURPOSE OF SPEEDWAY. AS TO PORTION ONLY. REGISTERED 3.2.2003.

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

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

STATEMENTS:

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

SKETCH OF LAND: DP193988.
PREVIOUS TITLE: LR3119-551.
PROPERTY STREET ADDRESS: NO STREET ADDRESS INFORMATION AVAILABLE.
LOCAL GOVERNMENT AREA: SHIRE OF SHARK BAY.

NOTE 1: A000001A CORRESPONDENCE FILE 02706-1986-01RO.
NOTE 2: I372080 ALTERNATIVE PARCEL IDENTIFIER - DENHAM LOT 350.

DOLA USE ONLY, COPY OF ORIGINAL, NOT TO SCALE
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ORDINARY COUNCIL MINUTES
30 NOVEMBER 2011

DP 193988

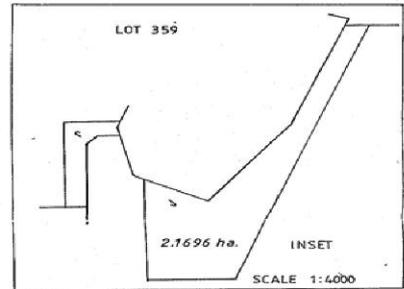
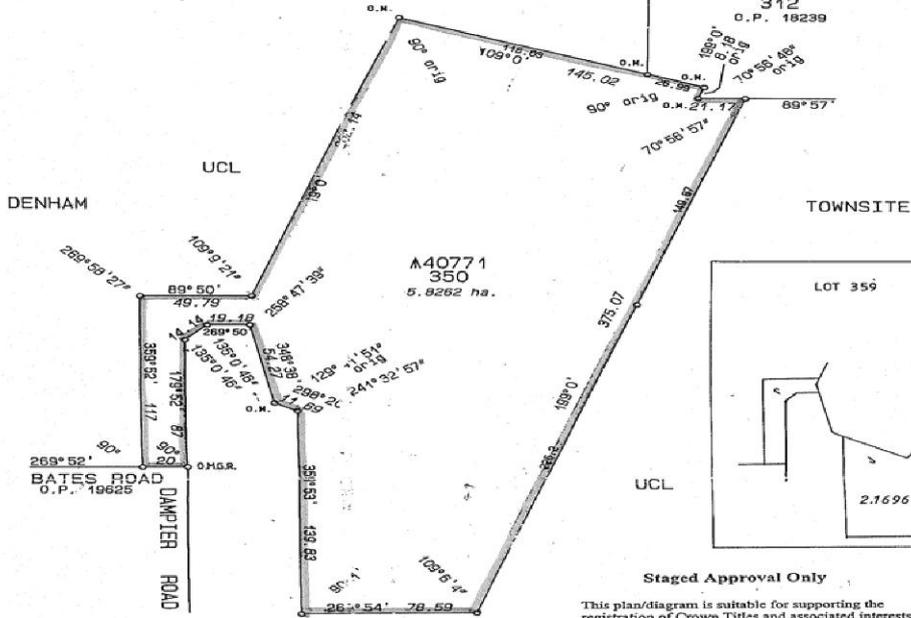


CD 93988

FORMER TENURE
LOT 301
UCL

ON PLANS/DIAGRAMS
DIAGRAM 88808

AMENDMENTS



Staged Approval Only
This plan/diagram is suitable for supporting the registration of Crown Titles and associated interests for LOT 350, 359 refer to "In order for Dealings" section below for conditions of full approval. H645843
Authorized Land Officer Date 19.11.08



20 0 20 40

DISTRICT EDEL		DENHAM LOT 350		FILE 1373/985 V3 2706/986
TOWNSITE DENHAM				SCALE 1: 2000 ALL DISTANCES ARE IN METRES
SURVEYOR'S CERTIFICATE - (REG 54) IAN KELLY hereby certify that this plan is a correct representation of the survey and/or calculations from measurements recorded in the field book lodged for the purpose of this plan and that it complies with the relevant written law(s) in relation to which it is lodged. <i>Ian Kelly</i> 3/10/1998 Licensed Surveyor Date		LOCAL AUTHORITY SHIRE OF SHARK BAY LOCALITY DENHAM	APPROVED BY WESTERN AUSTRALIAN PLANNING COMMISSION	IN ORDER FOR DEALINGS SUBJECT TO <i>Resumption of</i>
SURVEYOR'S CERTIFICATE - COMPILED I hereby certify that this compiled plan (a) is a correct and accurate representation of the survey(s) of the subject land; and (b) is in accordance with the relevant law in relation to which it is lodged. Licensed Surveyor Date CD: 44098 975532, GSO		PUBLIC PLAN (S) A-51 (2) 38.12	FILE	FOR AUTHORIZED LAND OFFICER DATE
		SURVEY INDEX PLAN (S) A-51 (10) 8.2	TYPE OF VALIDATION	APPROVED
		FIELD BOOK 77999 PAGE 5-19	FULL AUDIT _____ DATE 11.11.98 LEGAL COMPONENT M.B. _____ CERTIFIED CORRECT _____ DATE 12.11.98	AUTHORIZED LAND OFFICER DATE
		AZIMUTH FROM O.P. 19625	EARLY ISSUE F.S.C. No. <input type="checkbox"/> LOGGED DATE 9.11.98	LAND ADMINISTRATION ACT DIAGRAM 93988

11.4 RENEWAL OF SHARK BAY BOWLING CLUB LEASE FOR RESERVE 40344
RES 40344 - 3/304

AUTHOR

Chief Executive Officer

DISCLOSURE OF ANY INTEREST

Declaration of Interest: Cr Prior

Nature of Interest: Impartiality Interest as a member of the Bowling Club

Declaration of Interest: Cr Cowell

Nature of Interest: As a social member of the Bowling Club

Declaration of Interest: Mr Anderson

Nature of Interest: As a social member of the Bowling Club

Moved Cr Pepworth

Seconded Cr Capewell

Council Resolution

That the lease for Reserve 40344 Lot 295 be negotiated with Shark Bay Bowling Club (Inc.) for period not exceeding 21 years on the same terms and conditions as the existing lease.

Authority be granted to the Chief Executive Officer to renegotiate a new Lease Agreement with revised terms and conditions between the Shire of Shark Bay and Shark Bay Bowling Club (Inc.) relating to Reserve 40344 for the purpose of Recreation with an annual rental of \$150.00 on demand, reviewed on an annual basis.

5/0 CARRIED

BACKGROUND

The administration is undertaking an audit of existing lease agreements and as a result Shark Bay Bowling Club lease agreement has been identified as expired.

Shire of Shark Bay (the "Lessor") and Shark Bay Bowling Club (Inc.) (the "Lessee") entered in to a lease agreement on 15 June 1988.

The lease term under the agreement was for 21 years and expired on 14 June 2009.

The Subject of the lease agreement is Reserve 40344, being Denham Lot 295, which the Shire has the authority to hold and manage.

Under the Management Order, the Shire has the power to lease the whole or any portion of the land for any term not exceeding 21 years, subject to the approval of the Minister for Lands being first obtained.

The terms of the expired lease were as follows:

- Lease 21 year term;
- Rent \$100 payable yearly;
- All outgoings, rates, charges and taxes payable by Bowling Club;
- Bowling Club responsible for maintenance, repairs and cleaning of the premises;
- Indemnity insurance required by Bowling Club;
- No alternations and improvements to the premises without Shire's approval;
- No assignment or subletting without prior Shire's approval.

COMMENT

Despite of the lease term being long overdue, the Lessee remains in occupation. The lease term changed to periodical weekly rent as per cl. 5 (d) of the agreement which reads;

“if the Lessee with the consent of the Lessor remains in occupation of the demised premises after the expiration of the said term or any extension thereof then it shall do so as weekly tenants at a rental to be determined by negotiation between the parties hereto if demanded by either party but otherwise on the same terms and conditions as are herein contained. “

Council has an option to decide whether it wishes to renew the lease for 21 years or other period but not exceeding 21 year lease term as required under the Management Order.

The lease agreement has not been reviewed since being executed. Therefore it is recommended that the Shire and Bowling Club renegotiate terms and conditions of a new lease agreement.

A current Standard Lease Agreement is attached and any new lease would be based upon the conditions contained with the draft. The Council has an opportunity to review the proposed lease agreement and consider any additional terms and conditions if required. The Council also has the opportunity to negotiate on a new rental amount. Since the original lease was signed, market and property values have changed.

Council may wish to decide on fixed rent or rent based on the Shire's rates using a valuation of the property.

However any consideration of a rent payment should take into consideration the use of the Reserve and the economic benefit to the Shire in regards to any income received from rent and the impact on the lessee.

LEGAL IMPLICATIONS

Approval of the Minister under section 18(7) of the *Land Administration Act 1997* is a condition precedent to the grant of a lease.

The Management Order only enables the Shire to lease that land for a period of 21 years, the current ongoing tenancy may be in conflict with the conditions of the Management Order.

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

The revenue raised from the lease of Shark Bay Bowling Club is minimal in accordance with the lease agreement.

The Bowling Clubs rental payments were set at \$100 for the first two years of the lease and then set at a level as proposed by the lessor which shall not be lesser than the original amount.

The amounts paid by the Bowling Club the last four years were: \$135 in 2010, \$125 in 2009, \$119 in 2008 and \$114 in 2007.

There are additional clauses that enable negotiation on the rental payment with the ability to appoint a Valuer if the parties cannot agree on the rental amounts proposed.

The Valuer then would determine the annual rental as being the current market rent that could be obtained in a free and open market.

STRATEGIC IMPLICATIONS

Nil

VOTING REQUIREMENTS

Simple Majority Required

Date of Report

23 November 2011

3/304

CL 10.02

DATED 15th June. 1988

SHIRE OF SHARK BAY

and

SHARK BAY BOWLING CLUB (INC)

DEED OF LEASE

Ref : LA:PW:SHA46700

WESTERN AUSTRALIA STAMP DUTY
08/07/88 988706 DUT *****2.00
988706 D/S \$ 22.35

DEED OF LEASE

THIS DEED dated the 15th day of June, 1988

B E T W E E N :

SHIRE OF SHARK BAY of Shark Bay, Western Australia ("the Lessor")
of the first part

and

SHARK BAY BOWLING CLUB (INC) of Shark Bay, Western Australia ("the
Lessee") of the second part.

R E C I T A L S :

- A. By an order made the 22nd day of December, 1987 pursuant to section 33 of the Land Act 1933 (as amended) the Governor directed that Reserve No. 40344 being Denham Lot 295 should vest in and be held by the Lessor for the purpose of Recreation (Bowling Club).
- B. By the orders above the Lessor was empowered to lease the Land for the above purposes.
- C. The parties have agreed that the Lessor lease the Land to the Lessee as provided herein.

NOW THIS DEED WITNESSES as follows :

1. Definitions

1.1 In this Deed:-

"Land" means the property referred to in Recital A,

1.

ORDINARY COUNCIL MINUTES

30 NOVEMBER 2011

The terms Lessor and Lessee shall where the context so admits or requires include their personal representatives and permitted assigns.

2. Covenants

2.1 In consideration of the covenants by the Lessee herein contained the Lessor leases to the Lessee and the Lessee takes on lease the Land to hold the same for the term of twenty one (21) years commencing on and from the 15th day of *June*, 1988 at an annual rent as herein set out:-

From the commencement of the Term an annual rental of ONE HUNDRED DOLLARS (\$100.00) per year payable yearly in advance on the 1st day of the month of January in each year subject to the covenants and conditions herein contained or implied PROVIDED ALWAYS that at the expiration of two (2) years of the said Term and each and every period of five (5) years of the said Term thereafter the Lessor shall have the right to review the yearly rental and the same shall for the respective periods of five (5) years be as mutually agreed upon between the parties from time to time and in default of such agreement such yearly rental shall be determined by a valuer nominated by the President for the time being of the Australian Institute of Valuers but in any event the yearly rental to be not less than the rental payable for the previous year of the said Term.

3. The Lessee covenants with the Lessor as follows:

(a) to pay the rent hereby reserved at the times and in the manner aforesaid without deduction;

2.

- (b) to duly and punctually pay and discharge all existing and future rates taxes assessments charges impositions and outgoings whatsoever assessed imposed payable or charged in respect of the Land or any buildings erected or to be erected thereon or the business carried on there and whether payable by the owner or occupier;
- (c) to complete with all reasonable despatch the clubrooms and other improvements (if any) intended to be constructed on the Land contained in Reserve 40344 in accordance with such plans and specifications as may be produced to and approved by the Lessor and to conduct the Land any and such premises to be erected on Reserve 40344 for the convenience of members of the Shark Bay Bowling Club (Inc) and its staff only and not allow any persons except members guests and servants of the Shark Bay Bowling Club (Inc) to use the Land and any such premises for any purpose without the previous written consent of the Lessor and to conduct the Land and any such premises thereon (hereinafter jointly called "the demised premises") in a proper and orderly way;
- (d) at the Lessee's cost and expense to maintain and keep the greens and lawns in the demised premises in good condition and playing order;
- (e) to use the demised premises for the purpose of a bowling club and social activities associated with the club;
- (f) to comply with and observe in all respects all Acts of Parliament and with all by-laws and regulations

made thereunder which are applicable to the demised premises or to any use to which the same or any part thereof are or may be put and in particular in the event of the premises to be erected on Reserve 40344 or any part thereof becoming licensed premises under the Liquor Act 1970 as amended to comply with and observe all the provisions of that Act and all orders and requisitions made by the Court or other proper authorities thereunder;

- (g) to keep the demised premises and all additions and improvements thereto well and sufficiently cleansed and maintained in good and tenantable repair order and condition damage by fire (not caused through any act omission or default of the Lessee) and by storm tempest earthquake or other act of God except to the intent that all such improvements shall be handed over to the Lessor (without compensation therefor) in the same state and condition of order and repair at the end or sooner determination of the said term;
- (h) not to erect any further buildings or other structures or alter any buildings or structures presently intended to be constructed on the Land except with the approval (as to site dimensions materials and otherwise) of the Lessor or its architects after submission to it by the Lessee of the proposed plans specifications and elevations thereof;
- (i) to permit the Lessor by its servants agents architects and engineers at all reasonable times to

- enter upon and inspect the state of repair order and condition of the demised premises;
- (j) not to transfer assign sub-let mortgage or otherwise part with the demised premises or any part thereof or its interest or rights under this Lease without the prior approval in writing of the Minister for Lands it being expressly agreed that section 80 of the Property Law Act 1969 shall not apply hereto;
- (k) to pay to the Lessor all proper charges made by the Lessor for work and services done or performed by the Lessor for and on behalf of the Lessee at the Lessee's request as and when agreed;
- (l) not by its members servants or guests to cause or permit any public or private nuisance in or upon the demised premises or anything which shall cause annoyance inconvenience or disturbance to the occupiers of neighbouring premises and if any such nuisance does occur to take prompt steps to stop it and make good any damage caused as a result thereof;
- (m) to pay the costs of and incidental to the instructions for and care of preparation execution and stamping of this Lease in duplicate and any stamp duties hereon;
- (n) at the expiration or sooner determination of the said term or any extension thereof to peaceably deliver up the demised premises in good and tenantable repair and condition and free from litter and rubbish and if required by the Lessor to remove any obstacles constructed by the Lessee.

4. The Lessor COVENANTS with the Lessee that the Lessee paying the rent and performing and observing the covenants and conditions on its part to be performed and observed herein contained or implied shall peaceably hold and enjoy the demised premises during the said term or any extension thereof without any interruption by the Lessor or any person lawfully claiming under it.

5. IT IS HEREBY MUTUALLY COVENANTED AND DECLARED by and between the parties hereto as follows:

(a) that if the Lessee shall fail to pay the said rent as aforesaid or to perform and observe any of the covenants and conditions on its part herein contained and such failure shall continue for one calendar month after notice in writing to remedy the same shall have been served on the Lessee then the Lessor may at any time thereafter re-enter upon the demised premises whereupon this Lease shall absolutely determined but without prejudice to any right of action of the Lessor in respect of any antecedent breach of the Lessee's covenants and conditions herein contained;

(b) that the Lessee shall insure and keep insured against loss or damage by fire storm tempest and earthquake in the joint names of the Lessor and the Lessee all improvements now or hereafter standing on the said Land in their full insurable value in such Insurance Office as the Lessor decides and any insurance moneys received in respect of such loss or damage shall be applied in or towards rebuilding or reinstating the said improvements under the supervision of the Lessor its architects and engineers;

6.

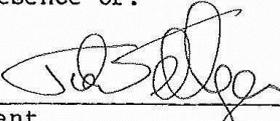
- (c) that this Lease is entered into subject to all such consents as may be necessary under the provisions of the Land Act as amended the Local Government Act 1960 as amended the Town Planning and Development Act 1928 as amended and any other Act or Acts;
- (d) if the Lessee with the consent of the Lessor remains in occupation of the demised premises after the expiration of the said term or any extension thereof then it shall do so as weekly tenants at a rental to be determined by negotiation between the parties hereto if demanded by either party but otherwise on the same terms and conditions as are herein contained;
- (e) that any notice hereunder may be served by posting the same in a registered letter addressed to any party hereto at his or her or its last known address and the production of the receipt of post office for such registered letter shall be conclusive proof of the service in due course of post of any notice so sent;
- (f) if any difference shall arise between the parties hereto touching this Deed or the rights duties or liabilities hereunder then the same shall be referred to a single arbitrator appointed by each party or their umpire in accordance with the provisions of the Arbitration Act 1895 or any statutory modification or re-enactment thereof.

EXECUTED by the parties as a Deed:

ORDINARY COUNCIL MINUTES

30 NOVEMBER 2011

THE COMMON SEAL of SHIRE OF)
SHARK BAY was hereunto)
affixed by authority of a)
resolution of the Council in)
the presence of:)



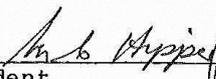
President



Shire Clerk



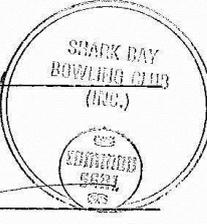
THE COMMON SEAL of SHARK BAY)
BOWLING CLUB (INC) was hereunto)
affixed by authority of the)
in the presence of:)



President

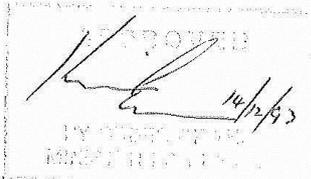


Secretary



Approved by the Minister for Lands:

LA.49.1:DT



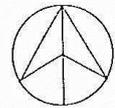
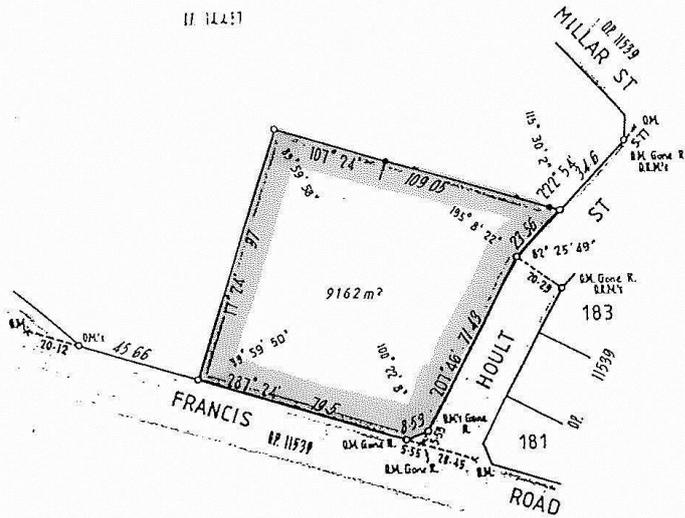
ORDINARY COUNCIL MINUTES
30 NOVEMBER 2011

AMENDMENTS

4

DENHAM TOWNSITE

A 36163
266
11 114:11



LAND DISTRICT EDEL	DENHAM LOT 295		FILE No. 1568 - 79
SURVEYOR'S CERTIFICATE I hereby certify that this survey was performed by me personally (or under my personal supervision, inspection and field check), in strict accordance with the Licensed Surveyors (Guidance of Surveyors) Regulations. _____ Licensed Surveyor Date:	Azimuth observed at _____ or assumed from <u>OP 11539</u> Date of marking <u>26th February 1987</u> Surveyor <u>R. Morris</u> Field Book No. <u>149</u> Pages <u>3 & 4</u> Coastal Plan <u>Denham Townsite</u> Reference <u>1:2000 28-11</u> Diagram Drawn <u>D.J. White</u> Date <u>2.9.1987</u>	Calc. Bk. No. <u>G. Singleton</u> Fol. _____ Compared with F.B. <u>Smith</u> <u>23-10-87</u> Examined <u>Long Jack</u> <u>28-10-87</u> In order for certification _____ Date _____	SCALE 1:1500 All measurements in metres DIAGRAM CERTIFIED CORRECT Date _____ Recorded on Public Plan _____ Registered Key Plan <u>Denham T.S. 1:2000 28-11</u> Custodian of Plans <u>R. Gray</u> DEPT. OF LAND ADMINISTRATION DIAGRAM No. 88173

S 107

Lease

Shire of Shark Bay

DRAFT



McLeods

Barristers & Solicitors

Stirling Law Chambers | 220-222 Stirling Highway | CLAREMONT WA 6010

Tel: (08) 9383 3133 | Fax: (08) 9383 4935

Email: mcleods@mcleods.com.au

Ref: ES:SHAR-30770

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Details

Parties

Shire of Shark Bay

of PO Box 126, Denham, Western Australia, 6537
(Lessor)

(Lessee)

Background

- A The Lessor is the management body of the Land under the Management Order.
- B Under the Management Order, the Shire has the power to lease the Land for any term not exceeding 21 years, subject to the approval of the Minister for Lands being first obtained.
- C The Lessor has, subject to the approval of the Minister for Lands, agreed to grant to the Lessee a lease of the Premises under the Management Order and on the provisions of this Lease.

Agreed terms

1. Defined terms and interpretation

The Parties agree:

1.1 Defined terms

In this Lease –

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

Authorised Person means –

- (a) an agent, employee, licensee or invitee of the Lessee; and
- (b) any person visiting the Premises with the express or implied consent of any person mentioned in paragraph (a);

CEO means the Chief Executive Officer for the time being of the Lessor or any person appointed by the Chief Executive Officer to perform any of her or his functions under this Lease;

Commencement Date means the date of commencement of the Term specified in Item 3 of the Schedule;

Encumbrance means a mortgage, charge, lien, pledge, easement, restrictive covenant, writ, warrant or caveat and the claim stated in the caveat or anything described as an encumbrance on the Certificate of Title for the Land;

Interest Rate means the rate at the time the payment falls due being 2% greater than the Lessor's general overdraft rate on borrowings from its bankers on amounts not exceeding \$100,000.00;

Land means the land described at Item 1 of the Schedule;

Lease means this deed as supplemented, amended or varied from time to time;

Lessee's Obligations means the covenants, agreements and obligations set out or implied in this Lease or imposed by law to be performed and observed by any person other than the Lessor;

Lessor's Obligations means the covenants, agreements and obligations set out or implied in this Lease, or imposed by law to be performed and observed by the Lessor;

Management Order means Management Order, made by the Minister for Lands under section 46 of the *Land Administration Act 1997*, under which the Minister placed the care, control and management of the land with the Lessor to be used only for the designated purpose of, with a power to lease, sublease or licence for the designated purpose for any term not exceeding 21 years from the date of the lease subject to the approval in writing of the Minister for Lands;

Minister for Lands means the Minister for Lands in her or his capacity as the body corporate continued under section 7(1) of the *Land Administration Act 1997*;

Notice means each notice, demand, consent or authority given or made to any person under this Lease;

Party means the Lessor or the Lessee according to the context;

Permitted Purpose means the purpose set out in **Item 6** of the Schedule;

Premises means the premises described at **Item 1** of the Schedule;

Rent means the rent specified in **Item 4** of the Schedule;

Schedule means the Schedule to this Lease;

Term means the term of years or months specified in **Item 2** of the Schedule; and

Termination means the date of –

- (a) expiry of the Term by effluxion of time;
- (b) sooner determination of the Term; or
- (c) determination of any period of holding over.

1.2 Interpretation

In this Lease, unless expressed to the contrary –

- (1) Words importing –
 - (a) the singular include the plural;
 - (b) the plural include the singular; and
 - (c) any gender include each gender;
- (2) A reference to –
 - (a) a natural person includes a body corporate or local government;
 - (b) a body corporate or local government includes a natural person;
 - (c) a professional body includes a successor to or substitute for that body;
 - (d) a Party includes its legal personal representatives, successors and assigns and if a Party comprises two or more persons, the legal personal representatives, successors and assigns of each of those persons;
 - (e) a statute, includes an ordinance, code, regulation, award, town planning scheme, regulation, local law, by-law, requisition, order or other statutory instrument made under any of them and a reference to any of them, whether or not by name, includes any amendments to, re-enactments of or replacements of any of them from time to time in force;
 - (f) a right includes a benefit, remedy, discretion, authority or power;

- (g) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
 - (h) this Lease or provisions of this Lease or any other deed, agreement, instrument or contract includes a reference to –
 - (i) both express and implied provisions; and
 - (ii) that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;
 - (i) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
 - (j) any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them; and
 - (k) a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure is a reference to, respectively, a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure of this Lease;
- (3) The covenants and obligations on the part of the Lessee not to do or omit to do any act or thing include –
- (a) covenants not to permit that act or thing to be done or omitted to be done by an Authorised Person; and
 - (b) a covenant to do everything necessary to ensure that that act or thing is not done or omitted to be done;
- (4) Except in the Schedule, headings do not affect the interpretation of this Lease; and
- (5) If a Party comprises two or more persons, the covenants and agreements on their part bind them and must be observed and performed by them jointly and each of them severally, and may be enforced against any one or more of them.

2. Grant of Lease

2.1 Condition Precedent

Approval of the Minister under section 18(7) of the *Land Administration Act 1997* is a condition precedent to the grant of a lease.

2.2 Effective grant of lease

Subject to satisfaction of the condition precedent above, the Lessor leases to the Lessee the Premises for the term, specified in **Item 2** of the Schedule, subject to –

- (a) all Encumbrances;
- (b) the payment of the Amounts Payable; and
- (c) the performance of the Lessee's Obligations.

3. Quiet enjoyment

Except as provided in this Lease and subject to the performance and observance of the Lessee's Obligations, the Lessee may quietly hold and enjoy the Premises during the Term without any interruption or disturbance from the Lessor or persons lawfully claiming through or under the Lessor.

4. Rent and other payments

4.1 Amounts to be Paid by Lessee

The Lessee covenants with the Lessor –

- (a) to pay to the Lessor the Rent in the manner set out at **Item 4** of the Schedule from the Commencement Date clear of any deductions;
- (b) to pay punctually to the Lessor, or to such person as the Lessor may from time to time direct any consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Lessee's use and occupation of the Premises;
- (c) without affecting the rights, power and remedies of the Lessor under this Lease, to pay to the Lessor interest on demand on any Amounts Payable payable to the Lessor, which are unpaid for 7 days computed from the due date for payment until payment is made, and any interest payable under this paragraph will be charged at the Interest Rate;
- (d) to pay to the Lessor all costs, legal fees, disbursements and payments incurred by or for which the Lessor is liable in connection with or incidental to –
 - (i) the Amounts Payable or obtaining or attempting to obtain payment of the Amounts Payable under this Lease;
 - (ii) any breach of covenant by the Lessee or an Authorised Person;
 - (iii) the preparation and service of a notice under section 81 of the *Property Law Act 1969* requiring the Lessee to remedy a breach even though forfeiture for the breach may be avoided in a manner other than by relief granted by a Court;
 - (iv) any work done at the Lessee's request; and
 - (v) any action or proceedings arising out of or incidental to any matters referred to in this **paragraph (d)** or any matter arising out of this Lease.

4.2 Payment of Money

Any amounts payable to the Lessor under this Lease shall be paid to the Lessor at the address of the Lessor referred to in this Lease or as otherwise directed by the Lessor by Notice from time to time.

4.3 Amounts to be paid by Lessor

The Lessor will pay the cost of the preparation of this Lease but such cost will not extend to any advice the Lessee may obtain with respect to this Lease.

5. Accrual of Amounts Payable

Amounts Payable accrue on a daily basis.

6. Insurance

6.1 Insurances to be Effected

The Lessee must effect and maintain with insurers approved by the Lessor, and with the respective rights and interests in the Premises of both the Lessor and the Lessee noted on the policy –

- (a) adequate public liability insurance –
 - (i) for a sum not less than the sum set out at **Item 5** of the Schedule in respect of any one claim or such greater amount as the Lessor may from time to time reasonably require; and
 - (ii) covering any damage or injury to a person or property that might arise from the Lessee's use of the Premises or the performance or failure to perform, any of its obligations under this Lease; and
- (b) adequate insurance covering the contents of the Premises and any property of the Lessee on the Premises.

6.2 Details and Receipts

In respect of the insurances required by **subclause (6.1)** the Lessee must –

- (a) on demand supply to the Lessor details of the insurance and give to the Lessor copies of each policy;
- (b) promptly pay all premiums and on demand produce to the Lessor each receipt for premiums paid or each certificate of currency issued by the insurers approved by the Lessor; and
- (c) notify the Lessor immediately –
 - (i) when an event occurs which gives rise or might give rise to a claim under, or which could prejudice, a policy of insurance; or
 - (ii) when a policy of insurance is cancelled.

6.3 Lessor insurance

The Lessor will effect and maintain –

- (a) public liability insurance covering any damage or injury to a person or property that might arise from the performance of, or failure to perform, any of its obligations under this Lease; and
- (b) insurance of the Premises to the full insurable value on a replacement or reinstatement value basis against damage arising from fire, tempest, storm, earthquake, explosion, aircraft or other aerial device including items dropped from

any device, riot, strike, commotion, flood, lightning, act of God, fusion, smoke, flood, water damage, leakage, impact by vehicle, machinery breakdown, malicious acts or omissions and other standard insurable risks.

6.4 Not to Invalidate

The Lessee must –

- (a) not do or omit to do any act or thing or bring or keep anything on the Premises which might;
 - (i) render any insurance covering the Premises or any adjoining premises void or voidable; or
 - (ii) cause the rate of a premium to be increased for the Premises or any adjoining premises; and
- (b) pay any increase in the rate of a premium referred to in paragraph (a)(ii) on the demand of the Lessor.

6.5 Report

Each Party must report to the other promptly in writing and in an emergency verbally –

- (a) any damage to the Premises of which they are or might be aware; and
- (b) any circumstance of which they are aware that is likely to be a danger or cause any damage or danger to the Premises, or to any person in or on the Premises.

6.6 Settlement of Claim

The Lessor may, but the Lessee may not without prior written consent of the Lessor, settle or compromise any claims under any policy of insurance required by subclause 6.1.

6.7 Lessor as Attorney

The Lessee irrevocably appoints the Lessor as the Lessee's attorney during the Term –

- (a) in respect to all matters and questions which may arise in relation to any policy of insurance required by subclause 6.1;
- (b) with full power to demand, sue for and recover and receive from any insurance company or society, or person liable to pay insurance money that is payable for the risks covered by the insurance policies required by subclause 6.1;
- (c) to give good and effectual receipts and discharges for the insurance; and
- (d) to settle, adjust, arbitrate and compromise all claims and demands and generally to exercise all powers of an absolute owner.

7. Indemnity

- (1) The Lessee indemnifies the Lessor against any liability or loss arising from and any costs charges and expenses incurred in connection with –

- (a) damage to the Premises, or any loss of or damage to anything on it; and
- (b) injury or damage to any person or thing on the Premises,

which occurs during the Term, or any period of holding over by the Lessee under **clause 16**, for which the Lessor becomes liable and which is not caused by any negligent act or omission by the Lessor or, subject to **clause 8(2)**, any breach by the Lessor of the Lessor's Obligations.

- (2) The Lessee's obligation to indemnify the Lessor under this Lease or at law is not affected by the Lessee's obligation to insure under **clause 6** or at law and the indemnity under **subclause (1)** is paramount.
- (3) If insurance money is received by the Lessor for any of the obligations set out in this clause, then the Lessee's obligations under **subclause (1)** will be reduced by the extent of any such payment.

8. Limit of Lessor's Liability

- (1) The Lessor will not be liable for loss, damage or injury to any person or property in or about the Premises unless it occurs as a result of a negligent act or omission of the Lessor or subject to **subclause (2)**, a breach of the Lessor's Obligations.
- (2) The Lessor will not be liable for any failure to perform and observe any of the Lessor's Obligations due to any cause beyond the Lessor's control.

9. Maintenance, Repair and Cleaning

9.1 Lessee Obligations

The Lessee must –

- (a) at all times keep the Premises clean, tidy, unobstructed and free from rubbish;
- (b) comply with all reasonable conditions that may be imposed by the Lessor from time to time in relation to the Lessee's obligations under paragraph (a) and
- (c) ensure that the Lessor is provided with copies of any key or other security device, that is necessary to access any part of the Premises at any point in time during the Term or any period of holding over under **clause 16**.

9.2 Lessor Obligations

The Lessor will carry out the following inspections each year of the Term –

- (a) annual termite inspection;
- (b) annual fire extinguisher inspection; and
- (c) annual electrical and safety inspection.

10. Alterations

- (1) The Lessee must not –

- (a) make or allow to be made any alteration, addition or improvements to or demolish any part of the Premises;
- (b) erect or construct any building on the Premises;
- (c) remove any flora, trees or fauna, alter or cut down any flora, or sell, remove or otherwise dispose of any flora, sand, gravel, timber or other materials from the Premises,

unless the Lessee has obtained the prior written consent –

- (d) of the Lessor;
- (e) of any other person from whom consent is required under this Lease; and
- (f) of any other person as may be required under any statute in force from time to time.

(2) If the Lessor –

(a) and any other person whose consent is required under this Lease or at law consents to any matter referred to in **subclause (1)** the Lessor may –

- (i) consent subject to conditions;
- (ii) require that work be carried out in accordance with plans and specifications approved by the Lessor or any other person giving consent; and
- (iii) require that any alteration be carried out to the satisfaction of the Lessor under the supervision of an engineer or other consultant; and

(b) consents to any matter referred to in **subclause (1)** –

- (i) the Lessor gives no warranty that the Lessor will issue any consents, approvals, authorities or permits under any statute or policies for such matters; and
- (ii) the Lessee must apply for and obtain all such consents, approvals, authorities or permits as are required at law before undertaking any alterations, additions, improvements or demolitions.

(3) All works undertaken under this clause will be carried out at the Lessee's expense.

(4) If any of the consents given by the Lessor or other persons whose consent is required under this Lease or at law require other works to be done by the Lessee as a condition of giving consent, then the Lessee must at the option of the Lessor either –

- (a) carry out those other works at the Lessee's expense; or
- (b) permit the Lessor to carry out those other works at the Lessee's expense,

in accordance with the Lessor's requirements.

11. Use

- (1) The Lessee must not and must not suffer or permit a person to –
 - (a) use the Premises for any purpose other than for the Permitted Purpose;
 - (b) use the Premises for any purpose which is not permitted under any town planning scheme or any law relating to health;
 - (c) do or carry out on the Premises any harmful, offensive or illegal act, matter or thing;
 - (d) do or carry out on the Premises any thing which causes a nuisance, damage or disturbance to the Lessor or to owners or occupiers of adjoining properties;
 - (e) store any dangerous compound or substance on or in the Premises, unless in connection with the use of the Premises for the Permitted Purpose and then in accordance with any requirements under any statute relating to that compound or substance;
 - (f) do any act or thing which might result in harm to any part of the Premises; or
 - (g) display from or affix any signs, notices or advertisements on the Premises without the prior written consent of the Lessor.
- (2) The Lessor gives no warranty –
 - (a) as to the use to which the Premises may be put; or
 - (b) that the Lessor will issue any consents, approvals, authorities, permits or licences required by the Lessee under any statute for its use of the Premises.
- (3) The Lessee accepts the Premises for the Term subject to any existing prohibition or restriction on the use of the Premises.
- (4) The Lessee indemnifies the Lessor against any claims or demands for all costs, on a solicitor client basis, incurred by the Lessor by reason of any claim in relation to any matters set out in subclauses (1) to (3).

12. Lessor's Right of Entry

- (1) The Lessee or any Authorised Person must permit entry by the Lessor or any person authorised by the Lessor, except in the case of an emergency on reasonable notice, onto the Premises –
 - (a) at all reasonable times;
 - (b) with or without workmen and others;
 - (c) with or without plant, equipment, machinery and materials; and
 - (d) for each of the following purposes –
 - (i) to ensure compliance with the provisions of this Lease;

- (ii) to carry out any survey or works which the Lessor considers necessary. However, the Lessor will not be liable to the Lessee for any compensation for such survey or works provided they are carried out in a manner which causes as little inconvenience as is reasonably possible to the Lessee;
 - (iii) to comply with the Lessor's Obligations under this Lease, or to comply with any notice or order of any authority in respect of the Premises, for which the Lessor is liable; and
 - (iv) to do all matters or things to rectify any breach by the Lessee of the Lessee's Obligations, but the Lessor is under no obligation to rectify any breach, and any rectification under this subparagraph is without prejudice to the Lessor's other rights, remedies or powers under this Lease.
- (2) All costs and expenses incurred by the Lessor as a result of any breach referred to in **subclause (1)(d)(iv)** together with any interest payable on such sums, will be a debt due to the Lessor and payable to the Lessor by the Lessee on demand.

13. Statutory Obligations & Notices

- (1) The Lessee must –
- (a) comply promptly with all statutes relating to the Premises or to the Lessee's use of the Premises;
 - (b) apply for, obtain and maintain in force all consents, approvals, authorities, licences and permits required under any statute for the use of the Premises for the Permitted Purpose; and
 - (c) comply promptly with all orders, notices, requisitions or directions of any competent authority relating to the Premises or to the business the Lessee carries out on the Premises.
- (2) The Lessee indemnifies the Lessor against –
- (a) failing to perform, discharge or execute any of the items referred to in **subclause (1)**; and
 - (b) any claims, demands, costs or other payments of or incidental to any of the items referred to in **subclause (1)**.

14. Report to Lessor

The Lessee must immediately report to the Lessor –

- (a) any act of vandalism or any incident which occurs on or near the Premises which involves or is likely to involve a breach of the peace or become the subject of a report or complaint to the police;
- (b) any occurrence or circumstances in or near the Premises, other than the carrying out of the Permitted Purpose, of which it becomes aware, which might reasonably be expected to cause, in or on the Premises, pollution of the environment; and

- (c) all notices, orders and summonses received by the Lessee and which affect the Premises and immediately give them to the Lessor.

15. Default

- (1) A default occurs if –
 - (a) any Amounts Payable remain unpaid for 14 days after becoming due whether or not a demand or Notice has been given to the Lessee;
 - (b) the Lessee is in breach of any of the Lessee's Obligations (other than the covenant to pay the Amounts Payable) for 28 days after a Notice has been given to the Lessee to rectify the breach or to pay compensation in money;
 - (c) an order is made or a resolution effectively passed for the winding up of the Lessee unless the winding up is for the purpose of amalgamation or reconstruction;
 - (d) a mortgagee takes possession of the property of the Lessee under this Lease;
 - (e) any execution or similar process is made against the Lessee's property on the Premises;
 - (f) the Premises are vacated by the Lessee prior to Termination; or
 - (g) a person other than the Lessee or a permitted licensee, sublessee or assignee is in occupation or possession of the Premises or in receipt of rents or profits.
- (2) On the occurrence of any of the events of default specified in subclause (1) the Lessor may –
 - (a) without Notice or demand at any time enter the Premises and on re-entry the Term will immediately determine;
 - (b) by Notice to the Lessee determine this Lease and from the date of giving such Notice this Lease will be absolutely determined; and
 - (c) by Notice to the Lessee elect to convert the unexpired portion of the Term into a tenancy from month to month, when this Lease will be determined as from the giving of the Notice, and until the tenancy is determined the Lessee will hold the Premises from the Lessor as a tenant from month to month under **clause 16**,

but without affecting the right of action or other remedy which the Lessor has in respect of any other breach by the Lessee of the Lessee's Obligations or releasing the Lessee from liability in respect of the Lessee's Obligations.
- (3) If the Lessee –
 - (a) fails or neglects to pay the Amounts Payable by the Lessee under this Lease; or
 - (b) does or fails to do anything which constitutes a breach of the Lessee's Obligations,

then the Lessor may at its discretion, without affecting any right, remedy or power arising from that default pay the money due or do any act to remedy the breach or cease the doing of the breach as if it were the Lessee and the Lessee must pay to the Lessor on demand the Lessor's costs and expenses of remedying each breach or default.

- (4) Demand for or acceptance of the Amounts Payable by the Lessor after an event of default has occurred will not affect the exercise by the Lessor of the rights and powers conferred on the Lessor by the provisions of this Lease or at law and will not operate as an election by the Lessor to exercise or not to exercise any right or power.
- (5) Each of the Lessee's Obligations in **clauses 4 (Rent and Other Payments), 6 (Insurance), 7 (Indemnity), 11 (Use), 20 (Assignment, Subletting and Charging) and 31 (Goods and Services Tax)** is an essential provision of this Lease, but this subclause does not mean or imply that there are no other essential provisions in this Lease.

16. Holding Over

If the Lessee remains in possession of the Premises after the expiry of the Term with the consent of the Lessor, the Lessee will be a monthly tenant of the Lessor at a rent equivalent to one twelfth of the Rent for the period immediately preceding expiry of the Term and otherwise on the same provisions of this Lease, provided that all consents required under this Lease or at law have been obtained to the Lessee being in possession of the Premises as a monthly tenant.

17. Restore Premises

Prior to Termination the Lessee, at the Lessee's expense, must restore the Premises to a condition consistent with the observance and performance by the Lessee of the Lessee's Covenants under this Lease.

18. Yield up the Premises

- (1) On Termination the Lessee must –
 - (a) peacefully surrender and yield up to the Lessor the Premises in a condition consistent with the observance and performance of the Lessee's Covenants under this Lease; and
 - (b) surrender to the Lessor all keys and security access devices and combinations for locks providing access to or within the Premises held by the Lessee, whether or not provided by the Lessor.
- (2) The Lessee's obligation under **subclause (1)** will survive Termination.

19. Removal of property from premises

- (1) Prior to Termination, the Lessee must remove from the Premises all property of the Lessee including the Lessee's fixtures and promptly make good, to the satisfaction of the Lessor, any damage caused by the removal of that property or fixtures.
- (2) On re-entry, if any property has not been removed under **subclause (1)** the Lessee is to be taken to have transferred all right, title and interest in that property to the Lessor, and the Lessor may use or dispose of that property in any manner it considers fit.

20. Assignment, Subletting and Charging

- (1) The Lessee must not assign the leasehold estate in the Premises nor sub-let, part with possession, or dispose of the Premises or any part of the Premises without the prior written consent of the Lessor and any other persons whose consent is required under this Lease or at law.
- (2) Sections 80 and 82 of the *Property Law Act 1969* are excluded.
- (3) The Lessee must not mortgage or charge the Premises.

21. Acts by Agents

All acts and things which the Lessor is required to do under this Lease may be done by the Lessor, the CEO, an officer or agent, solicitor, contractor or employee of the Lessor.

22. Governing Law

This Lease is governed by and is to be interpreted in accordance with the laws of Western Australia and, where applicable, the laws of the Commonwealth of Australia.

23. Statutory Powers

The powers conferred on the Lessor by or under any statutes are, except to the extent that they are inconsistent with the provisions of this Lease, in addition to the powers conferred on the Lessor in this Lease.

24. Notice

- (1) A Notice to a Party must be in writing and may be given or made –
 - (a) by delivery to the Party personally; or
 - (b) by addressing it to the Party and leaving it at or posting it by registered post to the address of the Party appearing in this Lease or any other address nominated by a Party by Notice to the other.
- (2) A Notice to a Party is deemed to be given or made –
 - (a) if by personal delivery, when delivered;
 - (b) if by leaving the Notice at an address specified in **subclause (1)(b)**, at the time of leaving the Notice, provided the Notice is left during normal business hours; and
 - (c) if by post to an address specified in **subclause (1)(b)**, on the second business day following the date of posting of the Notice.
- (3) A Notice to a Party may be signed –
 - (a) if given by an individual, by the person giving the Notice;
 - (b) if given by an incorporated association a person authorised to act on behalf of the association through the rules of the association;
 - (c) if given by a local government, by the CEO; or

- (d) by a solicitor or other agent of the individual, incorporated association or local government giving the Notice.

25. Severance

If any part of this Lease is, or becomes, void or unenforceable that part is or will be, severed from this Lease to the extent that all parts that are not, or do not become, void or unenforceable remain in full force and effect and are unaffected by that severance.

26. Disputes

- (1) Except as otherwise provided, any dispute arising out of this Lease is to be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act 1985* and the Lessor and the Lessee may each be represented by a legal practitioner.
- (2) The Lessee must pay the Amounts Payable without deduction to the date of the award of the Arbitrator or the date of an agreement between the Parties whichever event is the earlier, and if any money paid by the Lessee is not required to be paid within the terms of the award of the Arbitrator or by agreement between the Lessor and the Lessee, then the Lessor will refund to the Lessee the money paid.

27. Variation

This Lease may be varied only by deed executed by the Parties subject to such consents as are required by this Lease or at law.

28. Moratorium

The provisions of a statute which would but for this clause extend or postpone the date of payment of money, reduce the rate of interest or abrogate, nullify, postpone or otherwise affect the provisions of this Lease do not, to the fullest extent permitted by law, apply to limit the provisions of this Lease.

29. Further Assurance

The Parties must execute and do all acts and things necessary or desirable to implement and give full effect to the provisions of this Lease.

30. Waiver

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

31. Goods and Services Tax

31.1 Definitions

The following definitions apply for the purpose of this clause –

- (a) **Act** means the *Commonwealth's A New Tax System (Goods and Services Tax) Act 1999* and associated Acts and subsidiary legislation;
- (b) **Consideration** means the Amounts Payable or any other money payable to the Lessor under this Lease, but does not include the amount of the GST which may apply to the Amounts Payable or other money payable under the Act;
- (c) **GST** means a tax under the Act levied on a Supply including but not limited to the Amounts Payable or other money payable to the Lessor for goods or services or property or any other thing under this Lease; and
- (d) **Supply** means a good or service or any other thing supplied by the Lessor under this Lease and includes but is not limited to a grant of a right to possession of the Premises.

31.2 Lessee to Pay GST

- (1) The Consideration will be increased by the amount of the GST, if any, which the Lessor is required under the Act to pay on any Supply made under this Lease.
- (2) The Lessee must pay any increase referred to at paragraph (1) whether it is the Lessee or any other person who takes the benefit of any Supply.
- (3) The Lessee must pay the amount of the GST to the Lessor at the same time and in the same manner as the Lessee is required to pay the Consideration under this Lease.

31.3 Consideration in Kind

If consideration in kind is accepted by the Lessor for any Supply made under this Lease, the GST amount payable to the Lessor under subclause 31.2(2) in respect of the consideration in kind will be calculated by using the prevailing market value of the consideration in kind as determined by the Lessor.

31.4 No Contribution from Lessor

If the Lessee is required under this Lease to make any payment of money or give other consideration to a third party for outgoings, goods, services and benefits of any kind, the Lessee is not entitled to any contribution from the Lessor for any GST payable by it to any person.

31.5 Statement of GST paid is Conclusive

A written statement given to the Lessee by the Lessor of the amount of the GST that the Lessor pays or is liable to pay or account for is conclusive as between the Parties except in the case of an obvious error.

31.6 Tax Invoices

For each payment by the Lessee under this clause the Lessor agrees to promptly deliver to the Lessee, as required under the Act, tax invoices and adjustment notes in a form which complies with the Act, so as to enable the Lessee to claim input tax credits or decreasing adjustments for Supplies.

31.7 Reciprocity

If the Lessee furnishes any Supplies to the Lessor under this Lease, then the requirements set out in this clause with respect to the Lessee will apply to the Lessor with the necessary changes.

32. Caveat

32.1 No Absolute Caveat

The Lessee nor any person on behalf of the Lessee will, without the prior written consent of the Lessor, lodge any absolute caveat at Landgate against the Certificate of Crown Land Title for the Land, to protect the interests of the Lessee under this Lease.

32.2 CEO & Lessor as Attorney

In consideration of the Lessor having granted this Lease to the Lessee, the Lessee irrevocably appoints the Lessor and the CEO of the Lessor jointly and severally –

- (a) for the Term of this Lease;
- (b) for any holding over under this Lease; and
- (c) for a period of 6 months after Termination,

to be the agent and attorney of the Lessee in its name and on its behalf to sign and lodge at Landgate –

- (a) a withdrawal of any absolute caveat lodged by or on behalf of the Lessee;
- (b) a withdrawal of any caveat lodged by or on behalf of the Lessee and not withdrawn on Termination; and
- (c) a surrender of the estate granted by this Lease,

and the costs of withdrawing any caveat or surrendering this Lease (including the Lessor's solicitor's costs and registration fees) will be borne by the Lessee.

33. Indemnity and Ratification

33.1 Ratification

The Lessee undertakes to ratify all the acts performed by or caused to be performed by the Lessor, its agent or attorney under **clause 32**.

33.2 Indemnity

The Lessee indemnifies the Lessor against –

- (a) any loss arising from any act done under **clause 32**; and
- (b) all costs and expenses incurred in connection with the performance of any act by the attorney on behalf of the Lessee under **clause 32**.

34. Provision of Information

34.1 Annual General Meeting

- (1) The Lessee must provide the Lessor with a copy of the minutes of each of the Lessee's Annual General Meetings held following the Commencement Date and while the Lessee remains in possession of the Premises.
- (2) The minutes referred to in **subclause (1)** must be provided to the Lessor within 30 days of the relevant Annual General Meeting.

34.2 Annual Financial Statement

- (1) While the Lessee remains in possession of the Premises, it must provide the Lessor with a copy of the Lessee's Annual Financial Statement, audited in accordance with the Rules of the Lessee, for each financial year that ends after the Commencement Date.
- (2) The Annual Finance Statement referred to in **subclause (1)** must be provided to the Lessor within 30 days of the statement being presented to the relevant Annual General Meeting.

34.3 Liquor Licence

- (1) The Lessee must provide to the Lessor a copy of any licence the Lessee holds or obtains under the *Liquor Control Act 1988* with respect to the Premises.
- (2) If the Lessee holds a licence referred to in **subclause (1)** at the Commencement Date, the Lessee must provide a copy of that Licence to the Lessor prior to, or within 14 days of the Commencement Date.
- (3) If the Lessee obtains a licence referred to in **subclause (1)** at any time following the Commencement Date it must provide the Lessor a copy of the licence within 30 days of the Lessee receiving the licence.

Schedule

Item 1 Land and Premises

Land

Premises

That part of the Land identified on the plan annexed to this Lease as Annexure A.

Item 2 Term

21 years from _____ and expiring on _____

Item 3 Commencement Date

Item 4 Rent

\$1 per annum payable on demand

Item 5 Public Liability Insurance

Ten million dollars (\$10,000,000.00)

Item 6 Permitted Purpose

Signing page

EXECUTED on the _____ day of _____ 2011

THE COMMON SEAL of the Shire of Shark Bay
was hereunto affixed in the presence of:

Chief Executive Officer

Print full name

President

Print full name

THE COMMON SEAL of the _____ (Incorporated)
was affixed by authority of the Committee in the presence of:

President

Print full name

Secretary

Print full name

(30770-11.11.18-ES-Lease.doc)

12. FINANCE REPORT

12.1 SCHEDULE OF ACCOUNTS PAID TO BE RECEIVED

Author

Finance Officer / Accounts Payable

Disclosure of any interest

Nil

Moved Cr Hanscombe

Seconded Cr Pepworth

Council Resolution

That the cheques and electronic payments as per the attached schedules of accounts for payment totalling \$1,610,787.63 be accepted.

5/0 CARRIED

Comment

The schedules of accounts for payment covering - Municipal fund account cheque numbers 25816 to 25848 totalling \$15,738.56

Municipal fund account electronic payment numbers MUNI EFT 10878-10879, 10885-10946, 10961-10983, 10985-10994, 11006,11008-11014, 11016-11038 totalling \$1,451,501.40

Municipal fund account for payroll periods beginning 24/10/2011 ending 20/11/2011 totalling \$106,211.47

Trust fund account cheque numbers 824-828 totalling \$449.00 and

Trust fund account electronic payment numbers 10947-10960, 10984-10984, 10995-11004, 11007, 11015, 11045 totalling \$36,887.20

The schedule of accounts submitted to each member of Council on 24 November 2011 has been checked and are fully supported by vouchers and invoices. All vouchers and invoices have been duly certified as to the receipt of goods and services and the cost of goods and services received.

Date of Report

24 November 2011

ORDINARY COUNCIL MINUTES

30 NOVEMBER 2011

**SHIRE OF SHARK BAY ORDINARY COUNCIL MEETING
30 NOVEMBER 2011
MUNI CHQS 25816-25848**

CHQ	DATE	NAME	DESCRIPTION	AMOUNT
25816	21/10/2011	KEN'S TENDER JOINT	COMMUNITY BBQ- MEAT	-350.00
25817	21/10/2011	WALTER ERNEST SKINN	SHADE SAIL REPAIRS	-400.00
25818	21/10/2011	APRA	LICENCE FEES 01.11.2011-31.10.2012	-323.75
25819	27/10/2011	FESA	ESL LEVY 11/12 SBIC	-2831.27
25820	27/10/2011	KEVIN LAUNDRY	PLANS FOR PERGOLA AT PENSIONER UNITS	-825.00
25821	27/10/2011	PRIME SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	-328.88
25822	27/10/2011	AUSTSAFE SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	-227.17
25823	27/10/2011	MTAA SUPER FUND	SUPERANNUATION CONTRIBUTIONS	-357.50
25824	27/10/2011	LG SUPER	SUPERANNUATION CONTRIBUTIONS	-807.68
25825	27/10/2011	AMP SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	-328.88
25826	27/10/2011	AGEST PTY LTD	SUPERANNUATION CONTRIBUTIONS	-140.91
25827	27/10/2011	AMP CORPORATE SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	-389.59
25828	27/10/2011	AXA AUSTRALIA	SUPERANNUATION CONTRIBUTIONS	-328.88
25829	27/10/2011	BT BUSINESS SUPER	SUPERANNUATION CONTRIBUTIONS	-333.77
25830	27/10/2011	CHILD SUPPORT AGENCY	PAYROLL DEDUCTIONS	-377.26
25831	27/10/2011	HOSTPLUS PTY LTD	SUPERANNUATION CONTRIBUTIONS	-1154.23
25832	27/10/2011	ONE STEP SUPER	SUPERANNUATION CONTRIBUTIONS	-217.41
25833	27/10/2011	MLC NOMINEES PTY LTD	SUPERANNUATION CONTRIBUTIONS	-292.21
25834	27/10/2011	WESTPAC SECURITIES ADM LTD	SUPERANNUATION CONTRIBUTIONS	-274.60
25835	27/10/2011	REST	SUPERANNUATION CONTRIBUTIONS	-769.48
25836	27/10/2011	SHIRE OF SHARK BAY	PAYROLL DEDUCTIONS	-800.00
25837	27/10/2011	SMA SUPER PTY LTD	SUPERANNUATION CONTRIBUTIONS	-222.80
25838	27/10/2011	WESTSCHEME PTY LTD	SUPERANNUATION CONTRIBUTIONS	-652.20
25839	27/10/2011	TELSTRA CORPORATION LIMITED	ANTENNA - TRANSMITTER	-707.43
25840	03/11/2011	TELSTRA CORPORATION LIMITED	PHONE # 9948 1875	-1172.11
25841	07/11/2011	SKIPPER TRUCK PARTS	LOAD CHAINS	-369.60
25842	08/11/2011	CARNARVON CENTRAL APARTMENTS	TRAVEL - CDO TO CARNARVON	-125.00
25843	08/11/2011	SHARK BAY FUEL & SERVICE CENTRE	REPAIRS	-187.08
25844	08/11/2011	LANDGATE	GRV VALUATION	-114.59
25845	08/11/2011	TELSTRA CORPORATION LIMITED	1300 PHONE #	-31.39
25846	09/11/2011	LANDGATE	GRV VALUATION	-24.00
25847	18/11/2011	SHARK BAY NEWSAGENCY	NEWSPAPERS	-225.89
25848	21/11/2011	SHARK BAY BAKERY	BREAD	-48.00
			TOTAL	\$15738.56

**SHIRE OF SHARK BAY ORDINARY COUNCIL MEETING 30 NOVEMBER 2011
MUNI EFT 10878-10879, 10885-10946, 10961-10983, 10985-10994, 11006,
11008-11014, 11016-11038**

EFT	DATE	NAME	DESCRIPTION	AMOUNT
EFT10878	19/10/2011	ATO	PAYROLL DEDUCTIONS	-247.00
EFT10879	20/10/2011	MIDWEST FIRE PROTECTION	SERVICE OF FIRE EXTINGUISHER	-1927.53
EFT10885	21/10/2011	BOC LIMITED	CONTAINER RENTAL	-66.53
EFT10886	21/10/2011	DENHAM VILLAS	ACCOMMODATION FOR	-270.00
EFT10887	21/10/2011	GEOGRAPHE CONSULTING	CONSULTING FEES	-385.00
EFT10888	21/10/2011	GRAY & LEWIS	CONSULTING	-62.15
EFT10889	21/10/2011	GOLDEN WEST NETWORK	ADVERTISING ON GWN	-440.00
EFT10890	21/10/2011	MIDWEST FIRE PROTECTION	QUARTERLY SERVICE ALARM SYSTEM:	-275.00
EFT10891	21/10/2011	PROFESSIONAL PC SUPPORT	BROTHER LASER COLOUR PRINTER	-1221.09
EFT10892	21/10/2011	PAPER PLUS	2 P - SINGLE CD CASES	-35.80
EFT10893	21/10/2011	SHARK BAY RESOURCE CENTRE	INSCRIPTION POST	-24.00
EFT10894	21/10/2011	SHARK BAY CLEANING SERVICE	FISH CLEANING FACILITIES X 2	-5327.85
EFT10895	21/10/2011	UNIREPS	WOMAN OF COURAGE	-347.76
EFT10896	27/10/2011	WA LOCAL GOV SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	-5889.95
EFT10897	27/10/2011	BRIKLAY PTY LTD	3RD PROGRESSIVE PAYMENT	-332288.00
FT10898	27/10/2011	BLUE OFFICE PRODUCTIONS	DVD- SHARK BAY-GUTHARRAGUDU	-440.00
EFT10899	27/10/2011	CHERYL COWELL	MEETING ATTENDANCES	-1260.00
EFT10900	27/10/2011	CHAMBERLAIN RUSSELL	RENT - 39 DURLACHER STREET	-1042.25
EFT10901	27/10/2011	DOWNER EDI WORKS PTY LTD	EMOLTION	-2420.00
EFT10902	27/10/2011	GERALDTON INDUSTRIAL SUPPLIES	PLANER	-305.38
EFT10903	27/10/2011	GERALDTON MOWER & REPAIRS	57KG FERT SPREADER	-298.00
EFT10904	27/10/2011	JOHN JOSEPH HANSCOMBE	MEETING ATTENDANCE	-468.00
EFT10905	27/10/2011	HORIZON POWER-SBIC	SBIC ELECTRICITY - MONTHLY ACCOUNT	-3474.28
EFT10906	27/10/2011	HERITAGE RESORT SHARK BAY	ROOM FOR - SHARON BURVILL	-394.94
EFT10907	27/10/2011	ROGER JOHN HEWITT	CULVERT REPAIRS	-1980.00
EFT10908	27/10/2011	TOLL IPEC PTY LTD	FREIGHT	-1726.25
EFT10909	27/10/2011	KEITH MICHAEL CAPEWELL	MEETING ATTENDANCE FEE	-360.00
EFT10910	27/10/2011	LGIS PROPERTY	INSURANCE	-17161.43
EFT10911	27/10/2011	LGIS WORKCARE	INSURANCE	-21291.71
EFT10912	27/10/2011	LGIS LIABILITY	INSURANCE	-10018.06
EFT10913		CANCELLED		
EFT10914	27/10/2011	MUNICIPAL INSURANCE BROKING	BUSH FIRE INSURANCE	-909.57
EFT10915	27/10/2011	JOE MCLAUGHLIN	MEETING ATTENDANCE	-360.00

ORDINARY COUNCIL MINUTES

30 NOVEMBER 2011

EFT	DATE	NAME	DESCRIPTION	AMOUNT
EFT10916	27/10/2011	NICKO LANDSCAPING	TO TIDY AND MOW -PENSIONER UNITS	-350.00
EFT10917	27/10/2011	DARREN PEPWORTH	MEETING ATTENDANCE	-360.00
EFT10918	27/10/2011	PAULA HART	OCTOBER ARTIST IN RESIDENCE	-1480.00
EFT10920	27/10/2011	PAULS TYRES	FIT GRADER TYRES	-1629.00
EFT10921	27/10/2011	SUN CITY PRINT	PRINTING OF BIRDS OF SHARK BAY	-1063.00
EFT10922	27/10/2011	SHOPS FOR SHOPS	SIZE DIVIDERS FOR RACKS	-27.50
EFT10923	27/10/2011	BRIAN WAKE	MEETING ATTENDANCES	-558.02
EFT10924	27/10/2011	WEST-OZ WEB SERVICES	ANNUAL WEB ADVERTISING	-275.00
EFT10925	27/10/2011	SHIRE OF NORTHAMPTON	PROVISION OF SERVICE - HEALTH	-2464.00
EFT10926	27/10/2011	PUBLIC LIBRARIES WESTERN.	PUBLIC LIBRARIES MEMBERSHIP	-150.00
EFT10927	27/10/2011	J & K HOPKINS	FILING CABINETS	-1073.00
EFT10928	27/10/2011	ACE STATIONERY	MPC 45002 MAGENTA x 2, YELLOW x 1	-1571.00
EFT10929	27/10/2011	AZURE BISTRO	LUNCH FOR COUNCIL MEETING -26 OCT 2011	-180.00
EFT10930	27/10/2011	PRESTIGE INSTALLATIONS	SERVICE AIR CONDITIONER AT TELECENTRE	-176.00
EFT10931	27/10/2011	PAPER PLUS	STATIONERY	-203.16
EFT10932	03/11/2011	BAILEYS FERTILISERS	FERTILIZER	-1182.50
EFT10933	03/11/2011	HORIZON POWER-MAIN USAGE	HORIZON POWER - ELECTRICITY	-210753.00
EFT10934	03/11/2011	HERITAGE RESORT SHARK BAY	ACCOMMODATION	-144.00
EFT10935	03/11/2011	TOLL IPEC PTY LTD	FREIGHT	-216.85
EFT10936	03/11/2011	GM & J LOMBARDI PTY LTD	LICENSE AND INSPECTION	-291.55
EFT10937	03/11/2011	MALIBU NOMINEES	FLOOD DAMAGE REPAIRS CARBLA RD	-50500.00
EFT10938	03/11/2011	MARGARET PRIOR	MEETING ATTENDANCE FEE	-360.00
EFT10939	03/11/2011	SHARK BAY FREIGHTLINES	FREIGHT	-2081.13
EFT10940	07/11/2011	BLACKWOODS ATKINS	WELDING EQUIP	-166.97
EFT10941	07/11/2011	GERALDTON MOWER & REPAIRS	BAR AND CHAINS	-332.80
EFT10942	07/11/2011	HODGE + COLLARD ARCHITECTS	ADMIN FEES - SPECIALIST CONSULTANTS	-6571.27
EFT10943	07/11/2011	JAMES MCKECHNIE	PROJECT MANAGEMENT CONSULTANCY	-10766.07
EFT10944	07/11/2011	SHARK BAY TAXI SERVICE	SHIRE/OVERLANDER RUN	-1040.87
EFT10945	07/11/2011	SHARK BAY RESOURCE CENTRE	DONATION -SBSARA	-36.00
EFT10946	07/11/2011	SHARKBAY EARTHMOVING	FOR OCTOBER 2011	-9319.80
EFT10961	08/11/2011	P.G & S. J WOOD	FAULTY TELEPHONE EXTENSION	-100.00
EFT10962	08/11/2011	REBECCA STANLEY	MATERIALS	-66.85
EFT10963	08/11/2011	ACE STATIONERY	GALAX E COMB BINDING MACHINE	-1075.00
EFT10964	08/11/2011	BOOKEASY AUSTRALIA PTY LTD	BOOKEASY	-198.00
EFT10965	08/11/2011	BRIKLAY PTY LTD	PROGRESS PAYMENT # 4	-239701.00
EFT10966	08/11/2011	BT EQUIPMENT PTY LTD	PURCHASE OF VIBRATING ROLLER	-128700.00
EFT10967	08/11/2011	DATA #3	YEAR 2 ANNUAL LICENSE	-6496.74
EFT10968	08/11/2011	DENHAM IGA X-PRESS	COAT HANGERS	-197.70

ORDINARY COUNCIL MINUTES

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EFT	DATE	NAME	DESCRIPTION	AMOUNT
EFT10969	08/11/2011	GOLDSHORE ENTERPRISES PTY LTD	FREIGHT	-1650.00
EFT10970	08/11/2011	GERALDTON MOWER	THROTTLE CABLE	-59.40
EFT10971	08/11/2011	HORIZON POWER-STREET LIGHTING	201 LIGHTS	-3010.97
EFT10972	08/11/2011	HITS RADIO PTY LTD	ADVERTISING	-485.10
EFT10973	08/11/2011	JOHN TAYLOR ARCHITECT	CONSULTANT WORK	-242.00
EFT10974	08/11/2011	MIDWEST AUTO GROUP	CLUTCH KIT	-2429.50
EFT10975	08/11/2011	MITRE 10 SHARK BAY HARDWARE	TOOLS	-1142.92
EFT10976	08/11/2011	PRECEDENT	WEBSITE SUPPORT	-500.50
EFT10977	08/11/2011	RICHARD CLAUDE MORONEY	CLEAN UP AND REMOVE RUBBISH –SBIC	-25.00
EFT10978	08/11/2011	RAY WHITE REAL ESTATE SHARK BAY	RENT ON 34 HUGHES ST	-1105.00
EFT10979	08/11/2011	SHARK BAY CLEANING SERVICE	ANNUAL CLEANING CONTRACT SBIC 2010-11	-10255.57
EFT10980	08/11/2011	SHARK BAY FREIGHTLINES	FREIGHT	-100.32
EFT10981	08/11/2011	SHARK BAY CAR HIRE	CAR HIRE	-495.00
EFT10982	08/11/2011	SUNNY INDUSTRIAL BRUSHWARE	BRUSHES	-1500.40
EFT10983	08/11/2011	SUNNY SIGN COMPANY	GRAB RAILS	-877.80
EFT10985	09/11/2011	GERALDTON TOYOTA	ALLOY BULL BAR	-3394.98
EFT10986	09/11/2011	BAJA DATA & ELECTRICAL SERVICES	CHECK POWER TO CAMERA AND RECEIVER	-742.50
EFT10987	09/11/2011	DEC	MONKEY MIA PASSES	-2520.00
EFT10988	09/11/2011	SHARK BAY SUPERMARKET	COMMUNITY EVENTS	-348.27
EFT10989	09/11/2011	GOLDEN WEST NETWORK	ADVERTISING ON GWN	-440.00
EFT10990	09/11/2011	LOGO APPOINTMENTS	CONSULTANT SERVICES	-2832.83
EFT10991	09/11/2011	MCLEODS BARRISTERS	CONSULTANT ON MONKEY MIA LEASE	-6580.75
EFT10992	09/11/2011	WA LOCAL GOV SUPERANNUATION	ADVERTISING FOR TENDER SALE	-577.50
EFT10993	09/11/2011	NOMAD	50 x 60CM UMBRELLAS	-583.77
EFT10994	09/11/2011	PAPER PLUS	STATIONERY	-29.65
EFT11006	18/11/2011	SHOWCASE ENTERTAINMENT PTY LTD	COMEDY MAGIC SHOW + MINGLE MAGIC	-3850.00
EFT11008	18/11/2011	AUSTRALIA POST	LOCAL POST	-350.39
EFT11009	18/11/2011	DENHAM PAPER	GAS BOTTLE	-61.90
EFT11010	18/11/2011	HODGE + COLLARD ARCHITECTS	PROFESSIONAL COST - CONTRACT ADMIN	-8068.54
EFT11011	18/11/2011	MOOGULLY PTY LTD	MESH CAP/ WHITE EMBROIDER SHARK BAY	-1000.00
EFT11012	18/11/2011	SHARK BAY FREIGHTLINES	POSTAGE	-101.10
EFT11013	18/11/2011	THE DOGTIDY COMPANY	DOG TIDY BAGS	-319.00
EFT11014	18/11/2011	TRAFFIC MANAGEMENT SOUTH WEST	TRAFFIC MANAGEMENT	-1320.00
EFT11016	18/11/2011	ARTCRAFT PTY LTD	MULTI MESSAGE	-1016.40
EFT11017	18/11/2011	BOC LIMITED	CONTAINER RENTAL	-68.76
EFT11018	18/11/2011	UNIVERSAL CARTRIDGES PTY LTD	BROTHER TN3185 DRUM	-1346.40
EFT11019	18/11/2011	DENHAM PAPER AND CHEMICAL	HAND CLEANER	-26.56
EFT11020	18/11/2011	GERALDTON FUEL COMPANY	FUEL TANKER	-10030.23

ORDINARY COUNCIL MINUTES

30 NOVEMBER 2011

EFT	DATE	NAME	DESCRIPTION	AMOUNT
EFT11021	18/11/2011	THINK WATER GERALDTON	SPRAY FITTINGS	-377.65
EFT11022	18/11/2011	GRAY & LEWIS	CONSULTANT	-389.40
EFT11023	18/11/2011	TOLL IPEC PTY LTD	FREIGHT	-1497.55
EFT11024	18/11/2011	THE JAFFA ROOM	HIRE OF RED DOG FILM	-330.00
EFT11025	18/11/2011	KELLY, IAN	REPLACE SURVEYED BLOCK PEGS	-1829.52
EFT11026	18/11/2011	PURCHER INTERNATIONAL PTY LTD	FUEL LINE BRAKES	-25.54
EFT11027	18/11/2011	PEST-A-KILL	BAITS	-502.00
EFT11028	18/11/2011	TAYLORED ARTWORK	PAVEMENT ARTWORK	-2000.00
EFT11029	18/11/2011	WESTRAC EQUIPMENT PTY LTD	FAN BELTS	-47.43
EFT11030	21/11/2011	STATE LIBRARY OF WA	LOST BOOKS	-199.10
EFT11031	21/11/2011	BAJA DATA & ELECTRICAL SERVICES	SBIC	-46953.50
EFT11032	21/11/2011	HOSPITALITY INN CARNARVON	COUNTRYARTS WA MEETING	-145.00
EFT11033	21/11/2011	CENTAMAN SYSTEMS PTY LTD	ANNUAL SUPPORT AND LICENSE FEE	-3312.54
EFT11034	21/11/2011	MALIBU NOMINEES	CARBLA ROAD FLOOD DAMAGE REPAIRS	-71401.00
EFT11035	21/11/2011	SHARK BAY CLEANING SERVICE	FISH CLEANING FACILITIES X 2	-5327.85
EFT11036	21/11/2011	SUNSET MURA	COUNCIL REFRESHMENTS	-160.00
EFT11037	21/11/201	WALGA	PROCUREMENT CONSULTANCY SERVICE -	-5500.00
EFT11038	21/11/2011	AUSTRALIAN TAXATION OFFICE	BAS OCT 2011	-147439.00
			TOTAL	\$1,451,501.40

SHIRE OF SHARK BAY ORDINARY COUNCIL MEETING

30 NOVEMBER 2011

TRUST CHQS 824-282

CHQ	DATE	NAME	DESCRIPTION	AMOUNT
824	18/10/2011	SHIRE OF SHARK BAY	COMMISSION BRB	-66.00
825	07/11/2011	SHARK BAY HOTEL MOTEL	BOOKEASY OCT 11	-323.00
826	08/11/2011	PHIL GOLDSMITH	GYM KEY REFUND	-20.00
827	08/11/2011	TAHLIA SMITH	GYM KEY REFUND	-20.00
828	22/11/2011	DION JENNINGS	GYM KEY REFUND	-20.00
			TOTAL	\$449.00

ORDINARY COUNCIL MINUTES

30 NOVEMBER 2011

**SHIRE OF SHARK BAY ORDINARY COUNCIL MEETING
30 NOVEMBER 2011**

TRUST EFT 10947-10960, 10984-10984, 10995-11004, 11007, 11015, 11045

EFT	DATE	NAME	DESCRIPTION	AMOUNT
EFT10947	07/11/2011	BAY LODGE	BOOKEASY OCT 11	-340.00
EFT10948	07/11/2011	DENHAM SEASIDE TOURIST VILLAGE	BOOKEASY OCT 11	-1183.20
EFT10949	07/11/2011	DENHAM VILLAS	BOOKEASY OCT 11	-314.50
EFT10950	07/11/2011	HARTOG COTTAGES	BOOKEASY OCT 11	-905.25
EFT10951	07/11/2011	HERITAGE RESORT SHARK BAY	BOOKEASY OCT 11	-1008.10
EFT10952	07/11/2011	HAMELIN STATION STAY	BOOKEASY OCT 11	-212.50
EFT10953	07/11/2011	KALBARRI MOTOR HOTEL	BOOKEASY OCT 11	-191.25
EFT10954	07/11/2011	MONKEY MIA YACHT CHARTERS	TOURS OCT 11	-136.00
EFT10955	07/11/2011	ASPEN MONKEY MIA PTY LTD	BOOKEASY OCT 11	-620.50
EFT10956	07/11/2011	MONKEYMIA WILDSIGHTS	BOOKEASY OCT 11	-336.60
EFT10957	07/11/2011	OCEANSIDE VILLAGE	BOOKEASY OCT 11	-816.00
EFT10959	07/11/2011	SHIRE OF SHARK BAY	COMM BOOKEASY OCT 11	-1272.35
EFT10960	07/11/2011	TRADEWINDS SEAFRONT APARTMENTS	BOOKEASY OCT 11	-739.50
EFT10984	09/11/2011	SHARK BAY HOLIDAY COTTAGES	BOOKEASY OCT 11	-990.25
EFT10995	09/11/2011	PRIORITY SHARK BAY PTY LTD	TOURS OCT 11	-1870.50
EFT10996	09/11/2011	AUSSIE OFFROAD TOURS	TOURS OCT 11	-666.42
EFT10997	09/11/2011	GASCOYNE OFFSHORE SERVICES PTY LTD	TOURS OCT 11	-1483.35
EFT10998	09/11/2011	MONKEY MIA YACHT CHARTERS	TOURS OCT 2011	-7551.60
EFT10999	09/11/2011	MONKEYMIA WILDSIGHTS	TOUR OCT 11	-8556.62
EFT11000	09/11/2011	PAULS GALLERY	ART SALES OCT 11	-261.00
EFT11001	09/11/2011	SHARKBAY COACHES	TOURS OCT 11	-2022.75
EFT11002	09/11/2011	SHIRE OF SHARK BAY	COMM TOURS OCT 11	-3746.86
EFT11003	09/11/2011	UNREAL FISHING CHARTERS	TOURS OCT 11	-1305.00
EFT11004	09/11/2011	WULA GUDA NYINDA	TOURS OCT 11	-287.10
EFT11015	18/11/2011	WOODY HANGETNER	GYM KEY REFUND	-20.00
EFT11045	22/11/2011	JAN CERNOHOUS	LIBRARY REFUND	-50.00
			TOTAL	\$36,887.20

SHIRE OF SHARK BAY
MONTHLY STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY 2011 TO 31 OCTOBER 2011

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Program Progress Report	Attachment
Material Variance Report	Attachment

ORDINARY COUNCIL MINUTES

30 NOVEMBER 2011

Shire of Shark Bay
Operating Statement Reported by Nature & Type
Operating Statement for the 4th month ended 31 October 2011

	Year To Date Ended 31/Oct/11 \$	Full Year 2011/12 Budget \$
Revenues - Classified according to Nature & Type		
Rates	941,544	941,507
User Fees & Charges	305,186	1,276,101
Grants & Subsidies - Operating	361,610	1,505,413
Grants & Subsidies - Capital	2,397,654	6,504,008
Interest	12,860	155,295
Other	54,318	128,542
Profit on Sale of Assets	53,030	96,187
Total Revenues	4,126,203	10,607,053
Expenses - Classified according to Nature & Type		
Employee Costs	418,094	1,823,038
Plant and Overhead Costs	(58,164)	(184,326)
Materials & Contracts	550,427	1,784,675
Utility Charges	68,029	220,740
Interest/Debt Servicing	(254)	29,341
Other Expenses	22,487	89,280
Insurance	141,500	151,958
Depreciation Non-Current Assets	526,595	1,707,404
Loss on Sale of Assets	0	1,589
Total Expenses	1,668,714	5,623,601
Net Result from Operations	2,457,488	4,983,452

Shire of Shark Bay
Operating Statement Reported by Program
Operating Statement for the 4th month ended 31 October 2011

	Year To Date Ended 31/Oct/11 \$	Full Year 2011/12 Budget \$
Revenues		
General Purpose Funding	1,235,655	2,218,059
Governance	39,280	35,419
Law, Order, Public Safety	17,293	49,055
Health	725	2,159
Housing	24,490	73,840
Community Amenities	165,878	272,637
Recreation and Culture	2,257,107	4,712,569
Transport	337,558	2,448,308
Economic Services	48,217	795,007
Other Property & Services	-	-
Total Revenues	4,126,203	10,607,053
Expenses		
General Purpose Funding	37,001	104,802
Governance	61,591	370,242
Law, Order, Public Safety	37,611	236,645
Health	22,880	58,134
Housing	48,674	106,625
Community Amenities	194,310	567,552
Recreation and Culture	462,082	1,390,788
Transport	590,666	1,853,466
Economic Services	163,994	935,346
Other Property & Services	49,905	-
Total Expenses	1,668,714	5,623,601
Net Result from Operations	2,457,488	4,983,452

ORDINARY COUNCIL MINUTES

30 NOVEMBER 2011

SHIRE OF SHARK BAY
RATE SETTING STATEMENT
FOR THE PERIOD 1 JULY 2011 TO 31 OCTOBER 2011

	NOTE	31 October 2011 Actual \$	31 October 2011 Y-T-D Budget \$	2011/2012 Budget \$	Variances Budget to Actual Y-T-D %
<u>Operating</u>					
Revenues/Sources					
General Purpose Funding	1,2	294,110	316,251	1,276,552	(7.00%)
Governance		39,280	5,763	33,830	581.60%
Law, Order, Public Safety		17,293	12,252	49,055	41.14%
Health		725	531	2,159	36.53%
Housing		24,490	18,459	73,840	32.67%
Community Amenities		165,878	173,036	272,637	(4.14%)
Recreation and Culture		2,257,107	170,508	4,612,569	1223.75%
Transport		337,558	525,070	2,198,308	(35.71%)
Economic Services		48,217	198,723	795,007	(75.74%)
Other Property and Services		0	0	1,589	
		<u>3,184,659</u>	<u>1,420,593</u>	<u>9,315,546</u>	124.18%
(Expenses)/(Applications)					
General Purpose Funding	1,2	(37,001)	(26,193)	(104,802)	41.26%
Governance		(61,591)	(100,551)	(368,653)	(38.75%)
Law, Order, Public Safety		(37,611)	(59,124)	(236,645)	(36.39%)
Health		(22,880)	(14,520)	(58,134)	57.57%
Housing		(48,674)	(26,541)	(106,625)	83.39%
Community Amenities		(194,310)	(142,766)	(567,552)	36.10%
Recreation & Culture		(462,082)	(367,998)	(1,390,788)	25.57%
Transport		(590,666)	(654,226)	(1,603,466)	(9.72%)
Economic Services		(163,994)	(236,663)	(935,346)	(30.71%)
Other Property and Services		(49,905)	(32,954)	(1,589)	
		<u>(1,668,714)</u>	<u>(1,661,536)</u>	<u>(5,373,600)</u>	0.43%
<u>Adjustments for Non-Cash (Revenue) and Expenditure</u>					
(Profit)/Loss on Asset Disposals	4	(53,030)	(31,533)	(94,598)	68.18%
Movement in Employee Benefit Provisions				6,066	
Depreciation on Assets	2(a)	526,595	569,135	1,707,404	(7.47%)
<u>Capital Revenue and (Expenditure)</u>					
Capital Grants and Contributions					
Purchase Land Held for Resale	3	-	-	-	
Purchase Land and Buildings	3	(1,121,602)	(1,684,219)	(5,052,657)	(33.41%)
Purchase Infrastructure Assets - Roads	3	(122,539)	(238,108)	(714,324)	(48.54%)
Purchase Infrastructure Assets - Public Facilities		(80,936)	(612,667)	(1,838,000)	(86.79%)
Purchase Infrastructure Assets - Footpaths		(338)	(16,667)	(50,000)	(97.97%)
Purchase Heritage Assets		(2,970)	(106,989)	(320,968)	(97.22%)
Purchase Plant and Equipment	3	(305,061)	(311,623)	(934,870)	(2.11%)
Purchase Furniture and Equipment	3	(8,058)	(41,167)	(123,502)	(80.43%)
Proceeds from Disposal of Assets	4	86,864	61,667	185,000	40.86%
Repayment of Debentures	5	(25,416)	(21,756)	(65,267)	16.82%
Proceeds from New Debentures	5	-	-	-	
Self-Supporting Loan Principal Income			16,000	48,000	(100.00%)
Purchase of Investments		-	-	-	
Proceeds from Disposal of Investments		-	-	-	
Transfers to Reserves (Restricted Assets)	6	-	(213,562)	(213,562)	(100.00%)
Transfers from Reserves (Restricted Assets)	6		60,000	60,000	(100.00%)
ADD Net Current Assets July 1 B/Fwd	7	2,614,491	2,517,825	2,517,825	
LESS Net Current Assets Year to Date	7	3,965,488	646,900	-	
Amount Raised from Rates	8	<u>(941,544)</u>	<u>(941,507)</u>	<u>(941,507)</u>	

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

SHIRE OF SHARK BAY
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY 2011 TO 31 OCTOBER 2011

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 is a special purpose financial report, 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) Cash and Cash Equivalents

Cash and cash equivalents comprise cash at bank and in hand and short-term deposits that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value.

For the purposes of the Cash Flow Statement, cash and cash equivalents consist of cash and cash equivalents as defined above, net of outstanding bank overdrafts. Bank overdrafts are included as short-term borrowings in current liabilities.

(g) Trade and Other Receivables

Trade receivables, which have 30 day terms, are recognised initially at fair value and subsequently measured at amortised cost using the effective interest rate method, less any allowance for uncollectible amounts.

Collectibility of trade receivables is reviewed on an ongoing basis. Debts that are known to be uncollectible are written off when identified. An allowance for doubtful debts is raised when there is objective evidence that they will not be collectible.

SHIRE OF SHARK BAY
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY 2011 TO 31 OCTOBER 2011

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(h) Inventories

General

Inventories are valued at the lower of cost and net realisable value. Net realisable value is the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated costs necessary to make the sale.

Inventories held from trading are classified as current even if not expected to be realised in the next 12 months.

Land Held for Resale

Land purchased for development and/or resale is valued at the lower of cost and net realisable value. Cost includes the cost of acquisition, development and interest incurred on the financing of that land during its development. Interest and holding charges incurred after development is complete are recognised as expenses.

Revenue arising from the sale of property is recognised in the operating statement as at the time of signing a binding contract of sale.

Land held for resale is classified as current except where it is held as non-current based on Council's intentions to release for sale.

(i) Fixed Assets

Initial Recognition

All assets are initially recognised at cost. Cost is determined as the fair value of the assets given as consideration plus costs incidental to the acquisition. For assets acquired at no cost or for nominal consideration, cost is determined as fair value at the date of acquisition. The cost of non-current assets constructed includes the cost of all materials used in the construction, direct labour on the project and an appropriate proportion of variable and fixed overhead.

Revaluation

Certain asset classes may be revalued on a regular basis such that the carrying values are not materially different from fair value. Assets carried at fair value are to be revalued with sufficient regularity to ensure the carrying amount does not differ materially from that determined using fair value at reporting date.

**SHIRE OF SHARK BAY
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY 2011 TO 31 OCTOBER 2011**

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)**(j) Depreciation of Non-Current Assets**

All non-current assets having a limited useful life are 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	25 to 50 years
Furniture and Equipment	5 to 15 years
Plant and Equipment	5 to 10 years
Heritage Assets	25 years
Computer Equipment	5 years
Mobile Plant	5 years
Roads	25 years
Footpaths	50 years
Sewerage Piping	75 years
Water Supply Piping & Drainage Systems	75 years
Construction other than Buildings (Public Facilities)	5 to 50 years

(k) Impairment

In accordance with Australian Accounting Standards the Council's assets, other than inventories, are assessed at each reporting date to determine whether there is any indication they may be impaired.

Where such an indication exists, an estimate of the recoverable amount of the asset is made in accordance with AASB 136 "Impairment of Assets" and appropriate adjustments made.

An impairment loss is recognised whenever the carrying amount of an asset or its cash-generating unit exceeds its recoverable amount. Impairment losses are recognised in the Income Statement.

For non-cash generating assets such as roads, drains, public buildings and the like, value in use is represented by the depreciated replacement cost of the asset.

At the time of preparing this report, it is not possible to estimate the amount of impairment losses (if any) as at 30 June 2011.

In any event, an impairment loss is a non-cash transaction and consequently, has no impact on the Monthly Statement of Financial Position from a budgetary perspective.

(l) Trade and Other Payables

Trade and other payables are carried at amortised cost. They represent liabilities for goods and services provided to the Municipality prior to the end of the financial year that are unpaid and arise when the Municipality becomes obliged to make future payments in respect of the purchase of these goods and services. The amounts are unsecured and are usually paid within 30 days of recognition.

SHIRE OF SHARK BAY
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY 2011 TO 31 OCTOBER 2011

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(m) **Employee Benefits**

The provisions for employee benefits relates to amounts expected to be paid for long service leave, annual leave, wages and salaries and are calculated as follows:

(i) **Wages, Salaries, Annual Leave and Long Service Leave (Short-term Benefits)**

The provision for employees' benefits to wages, salaries, annual leave and long service leave expected to be settled within 12 months represents the amount the municipality has a present obligation to pay resulting from employees services provided to balance date. The provision has been calculated at nominal amounts based on remuneration rates the Council expects to pay and includes related on-costs.

(ii) **Annual Leave and Long Service Leave (Long-term Benefits)**

The liability for long service leave is recognised in the provision for employee benefits and measured as the present value of expected future payments to be made in respect of services provided by employees up to the reporting date using the projected unit credit method. Consideration is given to expected future wage and salary levels, experience of employee departures and periods of service. Expected future payments are discounted using market yields at the reporting date on national government bonds with terms to maturity and currency that match as closely as possible, the estimated future cash outflows. Where Council does not have the unconditional right to defer settlement beyond 12 months, the liability is recognised as a current liability.

(n) **Interest-bearing Loans and Borrowings**

All loans and borrowings are initially recognised at the fair value of the consideration received less directly attributable transaction costs.

After initial recognition, interest-bearing loans and borrowings are subsequently measured at amortised cost using the effective interest method. Fees paid on the establishment of loan facilities that are yield related are included as part of the carrying amount of the loans and borrowings.

Borrowings are classified as current liabilities unless the Council has an unconditional right to defer settlement of the liability for at least 12 months after the balance sheet date.

Borrowing Costs

Borrowing costs are recognised as an expense when incurred except where they are directly attributable to the acquisition, construction or production of a qualifying asset. Where this is the case, they are capitalised as part of the cost of the particular asset.

(o) **Provisions**

Provisions are recognised when: The council has a present legal or constructive obligation as a result of past events; it is more likely than not that an outflow of resources will be required to settle the obligation; and the amount has been reliably estimated. Provisions are not recognised for future operating losses.

Where there are a number of similar obligations, the likelihood that an outflow will be required in settlement is determined by considering the class of obligations as a whole. A provision is recognised even if the likelihood of an outflow with respect to any one item included in the same class of obligations may be small.

(p) **Current and Non-Current Classification**

In the determination of whether an asset or liability is current or non-current, consideration is given to the time when each asset or liability is expected to be settled. The asset or liability is classified as current if it is expected to be settled within the next 12 months, being the Council's operational cycle. In the case of liabilities where Council does not have the unconditional right to defer settlement beyond 12 months, such as vested long service leave, the liability is classified as current even if not expected to be settled within the next 12 months. Inventories held for trading are classified as current even if not expected to be realised in the next 12 months except for land held for resale where it is held as non-current based on Council's intentions to release for sale.

SHIRE OF SHARK BAY

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2011 TO 31 OCTOBER 2011

2. STATEMENT OF OBJECTIVE

In order to discharge its responsibilities to the community, the Council has developed a set of operational and financial objectives. These objectives have been established both on an overall basis and for each of its broad activities/programs.

Council operations as disclosed in this statement encompass the following service orientated activities/programs:

GOVERNANCE

Expenses associated with provision of services to members of council and elections. Also included are costs associated with computer operations, corporate accounting, corporate records and asset management. Costs reported as administrative expenses are redistributed in accordance with the principle of activity based costing (ABC).

GENERAL PURPOSE FUNDING

Rates and associated revenues, general purpose government grants, interest revenue and other miscellaneous revenues such as commission on Police Licensing. The costs associated with raising the above mentioned revenues, eg. Valuation expenses, debt collection and overheads.

LAW, ORDER, PUBLIC SAFETY

Enforcement of Local Laws, fire prevention, animal control and provision of ranger services.

HEALTH

Health inspection services, food quality control, mosquito control and contributions towards provision of medical health services.

HOUSING

Provision and maintenance of rented housing accommodation for pensioners.

COMMUNITY AMENITIES

Sanitation, sewerage, stormwater drainage, protection of the environment, public conveniences, cemeteries and town planning.

RECREATION AND CULTURE

Parks, gardens and recreation reserves, library services, publication of the community newsletter - the *Inscription Post*, television and radio re-broadcasting, swimming facilities, walk trails, youth recreation, Shark Bay World Heritage Discovery and Visitor Centre, boat ramps and foreshore.

TRANSPORT

Construction and maintenance of roads, footpaths, drainage works, parking facilities, traffic control, depot operations, plant purchase, marine facilities and cleaning of streets.

ECONOMIC SERVICES

Tourism, community development, pest control, building services, caravan parks and private works.

OTHER PROPERTY & SERVICES

Plant works, plant overheads and stock of materials.

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SHIRE OF SHARK BAY

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2011 TO 31 OCTOBER 2011

	31 October 2011 Actual \$	2011/12 Budget \$
3. ACQUISITION OF ASSETS		
The following assets have been acquired during the period under review:		
<u>By Program</u>		
Governance		
Furniture and Equipment	8,058	79,000
Land and Buildings	5,279	55,000
Plant and Equipment	61,614	152,000
	74,951	286,000
Law, Order, Public Safety		
Land and Buildings	0	50,000
Plant and Equipment	0	58,870
	0	108,870
Housing		
Land and Buildings	2,995	60,000
	2,995	60,000
Community Amenities		
Infrastructure Assets - Public Facilities	420	105,000
	420	105,000
Recreation and Culture		
Land and Buildings	1,113,328	4,764,922
Infrastructure Assets - Public Facilities	0	240,000
Furniture and Equipment	0	44,502
Plant and Equipment	0	16,000
Heritage Assets	2,970	320,968
	1,116,298	5,386,392
Transport		
Land and Buildings	0	72,735
Plant and Equipment	243,447	708,000
Infrastructure Assets - Footpaths	338	50,000
Infrastructure Assets - Roads	122,539	714,324
Infrastructure Assets - Public Facilities	28,745	1,278,000
	395,069	2,823,059
Economic Services		
Infrastructure assets - Public Facilities	51,771	215,000
Land and Buildings	0	50,000
	51,771	265,000
	1,641,504	9,034,321
<u>By Class</u>		
Furniture and Equipment	8,058	123,502
Land and Buildings	1,121,602	5,052,657
Plant and Equipment	305,061	934,870
Heritage Assets	2,970	320,968
Infrastructure Assets - Roads	122,539	714,324
Infrastructure Assets - Public Facilities	80,936	1,838,000
Infrastructure Assets - Footpaths	338	50,000
	1,641,504	9,034,321

SHIRE OF SHARK BAY

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2011 TO 31 OCTOBER 2011

4. DISPOSALS OF ASSETS

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

<u>By Program</u>	Net Book Value	Sale Proceeds	Profit(Loss)
	31 October 2011 Actual \$	31 October 2011 Actual \$	31 October 2011 Actual \$
Governance			
Nissan Patrol CEO Vehicle	33,833	38,864	5,030
Transport			
Multipac Vibrating Roller	0	48,000	48,000
Economic Services			
			-
			-
	33,833	86,864	53,030

<u>By Class</u>	Net Book Value	Sale Proceeds	Profit(Loss)
	31 October 2011 Actual \$	31 October 2011 Actual \$	31 October 2011 Actual \$
Property Plant & Equipment			
Nissan Patrol CEO Vehicle	33,833	38,864	5,030
Multipac Vibrating Roller	0	48,000	48,000
	33,833	86,864	53,030

<u>Summary</u>	31 October 2011 Actual \$
Profit on Asset Disposals	53,030
Loss on Asset Disposals	0
	<u>53,030</u>

SHIRE OF SHARK BAY
 NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
 FOR THE PERIOD 1 JULY 2011 TO 31 OCTOBER 2011

5. INFORMATION ON BORROWINGS

(a) Debenture Repayments

Particulars	Principal 1-Jul-11	New Loans	Principal Repayments		Principal Outstanding		Interest Repayments	
			2011/12 Actual \$	2011/12 Budget \$	2011/12 Actual \$	2011/12 Budget \$	2011/12 Actual \$	2011/12 Budget \$
Loan 48 McCleary Property	121,678	-	18,605	21,146	103,073	100,532	347	7,318
Loan 48 McCleary Property - Shire Office	103,652	-	-	18,014	103,652	85,638	296	6,234
Loan 49 Staff Housing	0	-	-	0	0	0	-	0
Loan 53 Staff Housing	144,453	-	6,811	14,291	137,642	130,162	221	8,824
Loan 56 Staff Housing	146,128	-	-	11,816	146,128	134,312	(1,118)	6,965
	515,911	-	25,416	65,267	490,495	450,644	-254	29,341

All debenture repayments were financed by general purpose revenue.

(b) New Debentures 2011/12

No new loans have been taken as at 31 October 2011

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SHIRE OF SHARK BAY

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2011 TO 31 OCTOBER 2011

	2011/2012 Actual \$	2011/2012 Budget \$
6. RESERVES		
Cash Backed Reserves		
(a) Office Replacement/Refurbishment		
Opening Balance	959,607	906,421
Amount Set Aside / Transfer to Reserve		97,576
Amount Used / Transfer from Reserve		
	<u>959,607</u>	<u>1,003,997</u>
(b) Pensioner Unit Maintenance		
Opening Balance	198,280	200,440
Amount Set Aside / Transfer to Reserve		26,320
Amount Used / Transfer from Reserve	-	(\$60,000)
	<u>198,280</u>	<u>166,760</u>
Recreation Facility		
(c) Replacement/Upgrade		
Opening Balance	219,336	206,762
Amount Set Aside / Transfer to Reserve		35,237
Amount Used / Transfer from Reserve	-	-
	<u>219,336</u>	<u>241,999</u>
(d) Plant Replacement Reserve		
Opening Balance	148,676	140,282
Amount Set Aside / Transfer to Reserve		37,920
Amount Used / Transfer from Reserve	-	-
	<u>148,676</u>	<u>178,202</u>
(e) LSL Reserve		
Opening Balance	108,566	95,313
Amount Set Aside / Transfer to Reserve	-	6,066
Amount Used / Transfer from Reserve	-	-
	<u>108,566</u>	<u>101,379</u>
(f) Monkey Mia Jetty Reserve		
Opening Balance	7,379	6,964
Amount Set Aside / Transfer to Reserve	-	10,443
Amount Used / Transfer from Reserve	-	-
	<u>7,379</u>	<u>17,407</u>
Total Cash Backed Reserves	<u>1,641,844</u>	<u>1,709,744</u>

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

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SHIRE OF SHARK BAY

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2011 TO 31 OCTOBER 2011

6. RESERVES (Continued)	Actual \$	Budget \$
Summary of Transfers		
To Cash Backed Reserves		
Transfers to Reserves		
Office Replacement/Refurbishment Reserve	0	97,576
Pensioner Unit Maintenance Reserve	0	26,320
Recreation Facility Replacement/Upgrade Rese	0	35,237
Plant Replacement Reserve	0	37,920
Long service Leave Reserve	0	6,066
Monkey Mia Jetty Reserve	0	10,443
	<u>0</u>	<u>213,562</u>
Transfers from Reserves		
Office Replacement/Refurbishment Reserve	0	0
Pensioner Unit Maintenance Reserve	0	(\$60,000)
Recreation Facility Replacement/Upgrade Rese	0	0
Plant Replacement Reserve	0	0
	<u>0</u>	<u>(\$60,000)</u>
Total Transfer to/(from) Reserves	<u>0</u>	<u>153,562</u>

In accordance with council resolutions in relation to each reserve account, the purpose for which the reserves are set aside are as follows:

Office Replacement/Refurbishment Reserve

- to be used to fund the replacement/refurbishment of the administration offices, council chambers and library.

Pensioner Unit Maintenance Reserve

- to be used for the replacement and/or maintenance of the pensioner units on Hughes Street.

Recreation Facility Upgrade/Replacement Reserve

- to be used for the upgrade/construction of the shire's recreational facilities.

Plant Replacement Reserve

- to be used for the acquisition and replacement of major plant.

LSL Reserve

- to be used for the provision for employees' long service leave.

Monkey Mia Jetty Reserve

- to be used for the upgrade and maintenance of the Monkey Mia Jetty.

The pensioner unit maintenance reserve is expected to be utilised in 2011/2012

SHIRE OF SHARK BAY

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2011 TO 31 OCTOBER 2011

	31 October 2011 Actual \$	Brought Forward 1-Jul \$
7. NET CURRENT ASSETS		
Composition of Estimated Net Current Asset Position		
CURRENT ASSETS		
Municipal Bank	4,011,248	2,367,495
Cash Backed Reserves	1,641,844	1,641,844
Cash Advances	700	700
Receivables - Rates	258,870	16,207
Receivables - General	162,626	364,988
Debtors loans	0	48,000
Receivables - ESL	825	-
Inventories	91,566	91,566
	<u>6,167,679</u>	<u>4,530,800</u>
LESS: CURRENT LIABILITIES		
Payables	-560,347	-274,465
NET CURRENT ASSET POSITION	<u>5,607,332</u>	<u>4,256,335</u>
Less: Cash - Restricted	-1,641,844	-1,641,844
ESTIMATED SURPLUS/(DEFICIENCY) C/FWD	<u><u>3,965,488</u></u>	<u><u>2,614,491</u></u>

**SHIRE OF SHARK BAY
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY 2011 TO 31 OCTOBER 2011**

8. RATING INFORMATION

RATE TYPE	Rate in \$	Number of Properties	Rateable Value \$	2011/12 Actual Rate Revenue \$	2011/12 Actual Interim Rates \$	2011/12 Actual Back Rates \$	2011/12 Actual Total Revenue \$	2011/12 Budgeted \$
Differential General Rate								
Gross Rental Value	8.1324	342	8,676,385	581,940	-	-	581,940	581,939
Unimproved Value	15.3694	20	1,390,873	213,027	-	-	213,027	212,887
Unimproved Value Pastoral	2.7839	12	752,960	20,961	-	-	20,961	20,961
Sub-Totals		374	10,820,218	815,928	-	-	815,928	815,787
Minimum Rates								
Gross Rental Value	640.00	243		155,520	-	-	155,520	155,520
Unimproved Value	640.00	5		3,200	-	-	3,200	3,200
Sub-Totals		248	0	158,720	-	-	158,720	158,720
Specified Area Rates (Note 9)								
Discounts							974,648	974,507
Write offs							-	-
Totals							941,544	941,507

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

The general rates detailed above for the 2011/12 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 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.

ORDINARY COUNCIL MINUTES

30 NOVEMBER 2011

Shire of Shark Bay
Statement of Financial Position as at 31 October 2011

	Note	4th Month 31/10/2011
		\$
Current Assets		
Bank	1	4,645,801
Cash Advances	2	700
Receivables - Rates	3	258,870
Receivables - ESL	4	825
Receivables - General	5	162,626
Prepayments	6	-
Inventories	7	91,566
Short Term Investments	8	68,807
Reserve Fund Investments	9	1,533,278
Total Current Assets		6,762,473
Non Current Assets		
Rates - Deferred	15	5,189
Receivables	16	-
Investments - Non Current	17	39,759
Furniture & Equipment	18	1,337,250
Plant & Equipment	19	1,250,328
Land & Buildings	20	8,102,780
Heritage Assets	21	255,208
Infrastructure Assets	22	17,161,981
Total Non Current Assets		28,152,494
Total Assets		34,914,967
Current Liabilities		
Creditors	10	668,081
ESL Liability	11	1,182
Trust Creditors	12	597,348
Provisions	13	153,168
Borrowings	14	65,267
Total Current Liabilities		1,485,046
Non Current Liabilities		
Provisions	23	39,759
Borrowings	24	425,228
Total Non Current Liabilities		464,987
Total Liabilities		1,950,033
Net Assets/Liabilities		32,964,934
Net Assets are Represented by:		
Ratepayers' Equity		
Accumulated Surplus/Deficit	25	23,527,980
Reserves - Asset Revaluation	26	7,795,110
Reserves - Cash Backed	27	1,641,844
Total Ratepayers' Equity		32,964,934

The Statement of Financial Position is to be read in conjunction with the attached notes

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ORDINARY COUNCIL MINUTES

30 NOVEMBER 2011

Shire of Shark Bay
Notes to Statement of Financial Position as at 31 October 2011

Note	Classification	Particulars	Balance 31/10/2011
1	Bank	Municipal Fund Bank Gold Term Deposit Trust Bank	\$3,602,690 \$408,557 \$634,553 <u>\$4,645,801</u>
2	Cash Advances	Petty Cash Float Till Float SBIC Till Float Refuse Site Float	\$0 \$200 \$300 \$200 <u>\$700</u>
3	Receivables - Rates	Receivables - Rates	<u>\$258,870</u>
4	Receivables - ESL	ESL Control	\$0 <u>\$625</u>
5	Receivables - General	Receivables - General FBT Refund Due GST Paid Suspense VMR- Short Term Loan	142,140 9,876 42 0 <u>\$162,626</u>
7	Inventories	Inventories	<u>\$91,566</u>
8	Investments - Current	LSL Investment Term Deposit	\$68,807
17	Investments - Current	LSL Investment	\$39,759 <u>\$108,566</u>
9	Reserve Fund Investments	Office Replacement Reserve Term Deposit Pensioner Unit Reserve Rec. Fac. Replo/Upgrade Reserve Plant Purchase Reserve Investment Monkey Mia Jetty Reserve	\$959,607 \$198,280 \$219,336 \$148,676 \$7,379 <u>\$1,633,278</u>
10	Creditors	Sundry Creditors Rate Refund Suspense Account GST Received Excess Rates Receipts	\$658,816 (623) \$0 \$9,061 <u>\$668,081</u>
11	ESL Liability	ESL Levied	<u>\$1,182</u>
12	Trust Creditors		\$597,348
13	Provisions - Current	Annual Leave Long Service Leave	\$84,361 \$68,807 <u>\$153,168</u>
14	Borrowings - Current	Loans Due and Payable Within 3 Months	\$65,267
		Total Current Assets/Liabilities	\$5,277,427
15	Receivable - Rates	Rates Deferred	<u>\$5,189</u>

ORDINARY COUNCIL MINUTES

30 NOVEMBER 2011

18	Furniture & Equipment	Furniture and Office Equipment	2,816,860	
		Less Provision for Depreciation	(1,505,241)	<u>\$1,337,250</u>
19	Plant & Equipment	Plant and Equipment	3,189,157	
		Less Provision for Depreciation	(2,247,390)	<u>\$1,250,328</u>
20	Land & Buildings	Land	489,489	<u>\$489,489</u>
		Buildings	8,558,650	
		Less Provision for Depreciation	(2,050,363)	<u>\$7,613,291</u>
				<u>\$8,102,780</u>
21	Heritage Assets	Heritage Assets	346,874	
		Less Provision for Depreciation	(94,636)	<u>\$255,208</u>
22	Infrastructure Assets	Public Facilities	2,332,506	
		Less Provision for Depreciation	(469,586)	<u>\$1,888,585</u>
		Roads	17,011,899	
		Less Prov. for Depreciation Mun	(6,080,542)	<u>\$12,036,836</u>
		Town Streets	2,518,136	
		Less Provision for Depreciation	(665,729)	<u>\$1,869,467</u>
		Streetscapes	109,488	
		Less Provision for Depreciation	(28,892)	<u>\$131,391</u>
		Footpaths	993,895	
		Less Provision for Depreciation	(131,796)	<u>\$862,437</u>
		Drainage, Culverts	407,671	
		Less Provision for Depreciation	(34,407)	<u>\$373,265</u>
				<u>\$17,161,981</u>
23	Provisions - Non Current	Long Service Leave		<u>\$39,759</u>
24	Borrowings - Non Current	Loans Due and Payable in Excess of 3 Months		<u>\$425,228</u>
		Total Non Current Assets/Liabilities		<u>\$27,687,507</u>
		NET ASSET/LIABILITIES		<u>\$32,964,934</u>
24	Accumulated Surplus/Deficit	Accumulated Surplus as at 1 July 2010		\$21,070,492
		Transfers to Reserves		\$0
		Transfers from Reserves		\$0
		Plus Operating Surplus YTD		<u>\$2,457,488</u>
				<u>\$23,527,980</u>
25	Reserves Asset Revaluation	Land & Buildings		\$749,298
		Public Facilities		\$22,740
		Town Streets		\$288,918
		Bush Roads		\$6,790,540
		Footpaths		\$521,449
				<u>\$7,795,110</u>
26	Reserves Cash Backed	Office Replacement Reserve		\$959,607
		Pensioner Unit Reserve		\$198,280
		LSL Reserve		\$108,566
		Plant Replacement Reserve		\$148,676
		Recreation Facility Replac./Upgrade Reserve		\$219,336
		Monkey Mia Jetty Reserve		\$7,379
				<u>\$1,641,844</u>
		TOTAL EQUITY		<u>\$32,964,934</u>

ORDINARY COUNCIL MINUTES

30 NOVEMBER 2011

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GENERAL LEDGER SYSTEM
PROGRAMME PROGRESS REPORT

SHIRE OF SHARK BAY
(B183)

For Period Ending 30.11.11

Date from : 01.07.11 Date To : 31.10.11

Fund : 1 Municipal Fund
Programme : 03 GENERAL PURPOSE FUNDING
Sub-programme : 001 RATES
COA no. Description

COA no.	Description	Original Budget	Budget Amendments	Current Budget	Y.T.D. Budget	Y.T.D. Actual	Variance
Sub-programme : 001 RATES							
Department:							
Sub Department:							
00100970	Postage - Rates	380.00	0.00	380.00	124.00	0.00	124.00
00101420	Debt Recovery Costs - Rates	1000.00	0.00	1000.00	332.00	0.00	332.00
00101600	Governance Overheads Alloca	45373.00	0.00	45373.00	15124.00	15422.00	-298.00
00102665	Other Minor Expenses - Rate	150.00	0.00	150.00	48.00	0.00	48.00
00102900	Valuation Expenses - Rates	2800.00	0.00	2800.00	932.00	589.68	342.32
Total OPERATING EXPENDITURE		49703.00	0.00	49703.00	16560.00	16011.68	548.32
00103010	Rates GRV	-581939.00	0.00	-581939.00	-581939.00	-974647.81	392708.81
00103020	Rates UV - General	-212887.00	0.00	-212887.00	-212887.00	0.00	-212887.00
00103030	Rates UV - Pastoral	-20961.00	0.00	-20961.00	-20961.00	0.00	-20961.00
00103040	Minimum Rates GRV	-155520.00	0.00	-155520.00	-155520.00	0.00	-155520.00
00103050	Minimum Rates UV - General	-3200.00	0.00	-3200.00	-3200.00	0.00	-3200.00
00103150	Rates Written Off UV - Gene	4000.00	0.00	4000.00	4000.00	0.00	4000.00
00103180	Less Discount Allowed - Rat	29000.00	0.00	29000.00	9672.00	33103.60	-23431.60
00103480	Rate Equivalent - Pipeline	-4180.00	0.00	-4180.00	0.00	0.00	0.00
00103765	Rate Book Enquiry Fee	-937.00	0.00	-937.00	-312.00	-424.00	112.00
00103767	Rate Instalment Service Fee	-1471.00	0.00	-1471.00	-488.00	-1028.50	540.50
00103768	Rate Payment Arrangement Fe	-1667.00	0.00	-1667.00	-552.00	0.00	-552.00
00104160	Plus Deferred Pensioner Int	-500.00	0.00	-500.00	-164.00	0.00	-164.00
00104180	Plus Non Payment Penalty -	-6000.00	0.00	-6000.00	-2000.00	-426.68	-1573.32
Total OPERATING INCOME		-956262.00	0.00	-956262.00	-964351.00	-943423.39	-20927.61
Total		-906559.00	0.00	-906559.00	-947791.00	-927411.71	-20379.29
Total		-906559.00	0.00	-906559.00	-947791.00	-927411.71	-20379.29
RATES	Sub-programme Total	-906559.00	0.00	-906559.00	-947791.00	-927411.71	-20379.29
Sub-programme : 002 GENERAL PURPOSE INCOME							
00203245	Grants Commission - General	-812491.00	0.00	-812491.00	-203123.00	-204471.50	1348.50
00203246	Grants Commission - Roads	-277796.00	0.00	-277796.00	-69449.00	-70044.00	595.00
Total OPERATING INCOME		-1090287.00	0.00	-1090287.00	-272572.00	-274515.50	1943.50
Total		-1090287.00	0.00	-1090287.00	-272572.00	-274515.50	1943.50
Total		-1090287.00	0.00	-1090287.00	-272572.00	-274515.50	1943.50
GENERAL PURPOSE INCO	Sub-programme Total	-1090287.00	0.00	-1090287.00	-272572.00	-274515.50	1943.50

ORDINARY COUNCIL MINUTES

30 NOVEMBER 2011

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GENERAL LEDGER SYSTEM
PROGRAMME PROGRESS REPORTSHIRE OF SHARK BAY
(B183)

For Period Ending 30.11.11

Date from : 01.07.11 Date To : 31.10.11

Fund	Description	Original Budget	Budget Amendments	Current Budget	Y.T.D. Budget	Y.T.D. Actual	Variance
Fund : 1	Municipal Fund						
Programme : 03	GENERAL PURPOSE FUNDING						
Sub-programme : 003	INTEREST ON INVESTMENTS						
COA no.	Description	Original Budget	Budget Amendments	Current Budget	Y.T.D. Budget	Y.T.D. Actual	Variance
Sub-programme : 003	INTEREST ON INVESTMENTS						
00304120	Interest Earned - Office Re	-59015.00	0.00	-59015.00	0.00	0.00	0.00
00304125	Interest Earned - Pensioner	-12194.00	0.00	-12194.00	0.00	0.00	0.00
00304130	Interest Earned - Recreatio	-13489.00	0.00	-13489.00	0.00	0.00	0.00
00304132	Interest Earned - Plant Rep	-9143.00	0.00	-9143.00	0.00	0.00	0.00
00304133	Interest Earned - Monkey Mi	-454.00	0.00	-454.00	0.00	0.00	0.00
00304140	Interest Earned - Investmen	-55000.00	0.00	-55000.00	-18332.00	-12433.23	-5898.77
	Total OPERATING INCOME	-149295.00	0.00	-149295.00	-18332.00	-12433.23	-5898.77
00304620	Transfer Interest - Pension	12194.00	0.00	12194.00	0.00	0.00	0.00
00304625	Transfer Interest - Office	59015.00	0.00	59015.00	0.00	0.00	0.00
00304630	Transfer Interest - Recreat	13489.00	0.00	13489.00	0.00	0.00	0.00
00304632	Transfer Interest - Plant R	9143.00	0.00	9143.00	0.00	0.00	0.00
00304633	Transfer Interest - Monkey	454.00	0.00	454.00	0.00	0.00	0.00
	Total CAPITAL EXPENDITURE	94295.00	0.00	94295.00	0.00	0.00	0.00
	Total	-55000.00	0.00	-55000.00	-18332.00	-12433.23	-5898.77
	Total	-55000.00	0.00	-55000.00	-18332.00	-12433.23	-5898.77
INTEREST ON INVESTME	Sub-programme Total	-55000.00	0.00	-55000.00	-18332.00	-12433.23	-5898.77
Sub-programme : 004	OTHER GENERAL PURPOSE INCOME						
00400995	Telephone - Online Police L	600.00	0.00	600.00	200.00	127.08	72.92
00401600	Governance Overheads Alloca	54499.00	0.00	54499.00	18164.00	20862.00	-2698.00
	Total OPERATING EXPENDITURE	55099.00	0.00	55099.00	18364.00	20989.08	-2625.08
00403460	Photocopying - Contra	0.00	0.00	0.00	0.00	36.00	-36.00
00403610	Debt Recovery Costs	-500.00	0.00	-500.00	-164.00	0.00	-164.00
00403755	Photocopying	-115.00	0.00	-115.00	-36.00	817.32	-853.32
00403779	Scanning Charges	0.00	0.00	0.00	0.00	-9.09	9.09
00404412	Commission - Emergency Serv	-4000.00	0.00	-4000.00	-1332.00	0.00	-1332.00
00404413	Commission - Police Departm	-15000.00	0.00	-15000.00	-5000.00	-6126.80	1126.80
00404414	Reimbursements - Police Lic	-2500.00	0.00	-2500.00	-832.00	0.00	-832.00
00404440	Other Minor Charges	-100.00	0.00	-100.00	-32.00	0.06	-32.06
	Total OPERATING INCOME	-22215.00	0.00	-22215.00	-7396.00	-5282.51	-2113.49
	Total	32884.00	0.00	32884.00	10968.00	15706.57	-4738.57
	Total	32884.00	0.00	32884.00	10968.00	15706.57	-4738.57
OTHER GENERAL PURPOS	Sub-programme Total	32884.00	0.00	32884.00	10968.00	15706.57	-4738.57
GENERAL PURPOSE FUND	Programme Total	-2018962.00	0.00	-2018962.00	-1227727.00	-1198653.87	-29073.13

ORDINARY COUNCIL MINUTES

30 NOVEMBER 2011

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GENERAL LEDGER SYSTEM
PROGRAMME PROGRESS REPORT

SHIRE OF SHARK BAY
(B183)

For Period Ending 30.11.11

Date from : 01.07.11 Date To : 31.10.11

Fund : 1 Municipal Fund
Programme : 04 GOVERNANCE
Sub-programme : 051 MEMBERS OF COUNCIL
COA no. Description

COA no.	Description	Original Budget	Budget Amendments	Current Budget	Y.T.D. Budget	Y.T.D. Actual	Variance
Sub-programme : 051 MEMBERS OF COUNCIL							
05100715	Cleaning - Council Chamber	670.00	0.00	670.00	220.00	0.00	220.00
05100730	Maintenance - Council Chamb	2000.00	0.00	2000.00	664.00	82.62	581.38
05100910	Archives - Outside Storage	2500.00	0.00	2500.00	832.00	0.00	832.00
05100980	Publications & Subscription	11500.00	0.00	11500.00	3832.00	9751.91	-5919.91
05101010	Conference Expenses - Membe	14500.00	0.00	14500.00	4832.00	3688.79	1143.21
05101060	Meeting Attendance Fees - M	32100.00	0.00	32100.00	10700.00	10840.00	-140.00
05101062	Members Allowances (Comms &	3500.00	0.00	3500.00	1164.00	1120.00	44.00
05101065	Accommodation & Meals - Mem	10000.00	0.00	10000.00	3332.00	1754.37	1577.63
05101070	Reimbursement Other - Membe	2500.00	0.00	2500.00	832.00	0.00	832.00
05101075	Reimbursement Travel - Membe	5000.00	0.00	5000.00	1664.00	792.08	871.92
05101080	Travel External - Members	6000.00	0.00	6000.00	2000.00	968.91	1031.09
05101083	Uniforms - Members	3500.00	0.00	3500.00	1164.00	0.00	1164.00
05101085	President's Allowance	6600.00	0.00	6600.00	2200.00	2152.00	48.00
05101090	Refreshments & Receptions	8000.00	0.00	8000.00	2656.00	1530.38	1125.62
05101125	Donations - Contra	3000.00	0.00	3000.00	1000.00	58.04	941.96
05101126	Donations - Cash	5000.00	0.00	5000.00	1664.00	0.00	1664.00
05101281	Strategic Planning	25000.00	0.00	25000.00	8332.00	2417.05	5914.95
05101282	Policy and Local Laws Revie	20000.00	0.00	20000.00	6664.00	0.00	6664.00
05101403	Audit Fees	22600.00	0.00	22600.00	0.00	245.45	-245.45
05101410	Shire Enquiry Compliance	8000.00	0.00	8000.00	2664.00	0.00	2664.00
05101470	Insurance - Members	5734.00	0.00	5734.00	5734.00	5875.94	-141.94
05101600	Governance Overheads Alloca	119146.00	0.00	119146.00	39712.00	30845.00	8867.00
05101610	Health Overheads Allocated	6052.50	0.00	6052.50	2016.00	2076.00	-60.00
05102480	Election Expenses	9500.00	0.00	9500.00	3164.00	0.00	3164.00
05102490	Community & Public Relation	2000.00	0.00	2000.00	664.00	0.00	664.00
05102665	Other Minor Expenditure	1000.00	0.00	1000.00	332.00	1.00	331.00
	Total OPERATING EXPENDITURE	335402.50	0.00	335402.50	108038.00	74199.54	33838.46
05103650	Reimbursements - Other	-500.00	0.00	-500.00	-164.00	-2.23	-161.77
05103749	Nonrefunded Election Deposi	-80.00	0.00	-80.00	-80.00	0.00	-80.00
	Total OPERATING INCOME	-580.00	0.00	-580.00	-244.00	-2.23	-241.77
	Total	334822.50	0.00	334822.50	107794.00	74197.31	33596.69
	Total	334822.50	0.00	334822.50	107794.00	74197.31	33596.69
MEMBERS OF COUNCIL Sub-programme Total							
		334822.50	0.00	334822.50	107794.00	74197.31	33596.69
Sub-programme : 052 ADMINISTRATION OTHER							
05200560	Fringe Benefits Tax	17000.00	0.00	17000.00	0.00	0.00	0.00
05200590	Recruitment/Relocation Cost	12000.00	0.00	12000.00	4000.00	3906.89	93.11
05200610	Salaries & Wages	533674.00	0.00	533674.00	177888.00	148303.04	29584.96
05200612	Contract Staff	15000.00	0.00	15000.00	5000.00	16140.63	-11140.63

ORDINARY COUNCIL MINUTES

30 NOVEMBER 2011

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GENERAL LEDGER SYSTEM
PROGRAMME PROGRESS REPORT

SHIRE OF SHARK BAY
(B183)

For Period Ending 30.11.11

Date from : 01.07.11 Date To : 31.10.11

Fund	Description	Original Budget	Department: Budget Amendments	Current Budget	Y.T.D. Budget	Y.T.D. Actual	Variance
05210701	39 Durlacher Street	0.00	0.00	0.00	0.00	4823.25	-4823.25
05210730	Maintenance - Staff House (	5000.00	0.00	5000.00	1656.00	1304.31	351.69
05210773	Telephone - Staff House (CE	1770.00	0.00	1770.00	588.00	256.93	331.07
05210775	Utilities - Staff House (CE	4000.00	0.00	4000.00	1332.00	2429.95	-1097.95
05220730	Maintenance - Shire Offices	5000.00	0.00	5000.00	1656.00	4294.94	-2638.94
05220773	Telephone - Staff House (FA	1200.00	0.00	1200.00	400.00	568.51	-168.51
05230730	Maintenance - Staff House (	5000.00	0.00	5000.00	1660.00	1246.59	413.41
05230775	Utilities - Staff House (51	3500.00	0.00	3500.00	1164.00	2167.17	-1003.17
05240775	Utilities - Staff House (80	3500.00	0.00	3500.00	1164.00	1171.89	-7.89
	Total OPERATING EXPENDITURE	37339.41	0.00	37339.41	16228.00	-12608.11	28836.11
05203638	Reimbursements - Dishonoure	-10.00	0.00	-10.00	0.00	0.00	0.00
05203650	Reimbursements - Other	-5000.00	0.00	-5000.00	-1664.00	-4666.06	3002.06
05203658	Reimbursements - Staff Unif	-500.00	0.00	-500.00	-164.00	0.00	-164.00
05203661	Reimbursements - Staff Trav	-1000.00	0.00	-1000.00	-332.00	145.54	-477.54
05203663	Reimbursements - Staff Phon	-500.00	0.00	-500.00	-164.00	0.00	-164.00
05203713	Council Minutes - Postage R	-500.00	0.00	-500.00	-164.00	-180.00	16.00
05203727	Freedom of Information Fee	-100.00	0.00	-100.00	-32.00	-140.68	108.68
05204250	Profit on Sale of Asset	-12229.00	0.00	-12229.00	0.00	-5030.49	5030.49
05204405	Insurance Reimbursement	-15000.00	0.00	-15000.00	-5000.00	-28546.33	23546.33
05204490	WALGA Advert & Telstra Reba	-2500.00	0.00	-2500.00	-832.00	-860.10	28.10
	Total OPERATING INCOME	-37339.00	0.00	-37339.00	-8352.00	-39278.12	30926.12
05204516	Principal Loan 53 - Staff H	14291.35	0.00	14291.35	0.00	6811.08	-6811.08
05204517	Principal Loan 48 - Shire O	18013.55	0.00	18013.55	0.00	0.00	0.00
05204518	Principal Loan 56 - Staff H	11815.77	0.00	11815.77	0.00	0.00	0.00
05204734	Shire Offices - Upgrade & R	25000.00	0.00	25000.00	8332.00	0.00	8332.00
05204750	Staff Housing Capital Works	25000.00	0.00	25000.00	8332.00	5278.86	3053.14
05204820	Computer System Upgrade/New	30000.00	0.00	30000.00	10000.00	0.00	10000.00
05204870	Computer Hardware Upgrade/N	20000.00	0.00	20000.00	6664.00	7324.37	-660.37
05204875	Computer Software Upgrade/N	6000.00	0.00	6000.00	2000.00	0.00	2000.00
05204975	Office Furniture & Equipmen	5000.00	0.00	5000.00	1664.00	733.87	930.13
05204977	Upgrade Council Chambers	5000.00	0.00	5000.00	1664.00	0.00	1664.00
05205055	Photocopier Upgrade/New	18000.00	0.00	18000.00	6000.00	0.00	6000.00
05205335	CEO Vehicle Replacement	65000.00	0.00	65000.00	0.00	61613.66	-61613.66
05205338	Pool Vehicle Replacement	42000.00	0.00	42000.00	0.00	0.00	0.00
05205340	DCEO Vehicle Replacement	45000.00	0.00	45000.00	0.00	0.00	0.00
	Total CAPITAL EXPENDITURE	330120.67	0.00	330120.67	44656.00	81761.84	-37105.84
	Total	330121.08	0.00	330121.08	52532.00	29875.61	22656.39
	Total	330121.08	0.00	330121.08	52532.00	29875.61	22656.39
ADMINISTRATION OTHER Sub-programme Total		330121.08	0.00	330121.08	52532.00	29875.61	22656.39

Confirmed at Council Meeting 21 December 2011 -
Signed by the President Cr C Cowell

ORDINARY COUNCIL MINUTES

30 NOVEMBER 2011

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GENERAL LEDGER SYSTEM
PROGRAMME PROGRESS REPORT

SHIRE OF SHARK BAY
(B183)

For Period Ending 30.11.11

Date from : 01.07.11 Date To : 31.10.11

Fund : 1 Municipal Fund
Programme : 04 GOVERNANCE
Sub-programme : 052 ADMINISTRATION OTHER
COA no. Description

Department:
Sub Depart:
Budget

	Original Budget	Amendments	Current Budget	Y.T.D. Budget	Y.T.D. Actual	Variance
GOVERNANCE Programme Total	664943.58	0.00	664943.58	160326.00	104072.92	56253.08

ORDINARY COUNCIL MINUTES

30 NOVEMBER 2011

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GENERAL LEDGER SYSTEM
PROGRAMME PROGRESS REPORTSHIRE OF SHARK BAY
(B183)

For Period Ending 30.11.11

Date from : 01.07.11 Date To : 31.10.11

Fund : 1 Municipal Fund

Programme : 05 LAW, ORDER AND PUBLIC SAFETY

Sub-programme : 101 FIRE PREVENTION

COA no. Description

Original Budget	Budget Amendments	Current Budget	Y.T.D. Budget	Y.T.D. Actual	Variance						
Sub-programme : 101 FIRE PREVENTION											
10101462	Insurance - Fire	3261.00	0.00	3261.00	1084.00	2840.01	-1756.01				
10101600	Governance Overheads Alloca	18477.00	0.00	18477.00	6156.00	6351.00	-195.00				
10102495	Fire Fighting	3000.00	0.00	3000.00	1000.00	75.23	924.77				
10102500	Fire Prevention	5200.00	0.00	5200.00	1728.00	483.09	1244.91				
Total OPERATING EXPENDITURE						29938.00	0.00	29938.00	9968.00	9749.33	218.67
10103218	FESA Grant - Operating Bush	-7540.00	0.00	-7540.00	-2512.00	-3770.00	1258.00				
10103655	Reimbursements - Fire fight	0.00	0.00	0.00	0.00	7252.29	-7252.29				
Total OPERATING INCOME						-7540.00	0.00	-7540.00	-2512.00	3482.29	-5994.29
Total						22398.00	0.00	22398.00	7456.00	13231.62	-5775.62
Total						22398.00	0.00	22398.00	7456.00	13231.62	-5775.62

FIRE PREVENTION	Sub-programme Total	22398.00	0.00	22398.00	7456.00	13231.62	-5775.62
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Sub-programme : 102 ANIMAL CONTROL

10200975	Printing & Stationery - Law	500.00	0.00	500.00	164.00	0.00	164.00				
10201600	Governance Overheads Alloca	16825.00	0.00	16825.00	5608.00	5896.00	-288.00				
10202315	Animal Destruction	100.00	0.00	100.00	32.00	0.00	32.00				
10202450	Dog License Discs	50.00	0.00	50.00	16.00	0.00	16.00				
10202460	Dog Tidy Dispensers	500.00	0.00	500.00	164.00	869.73	-705.73				
10202580	Legal Expenses - Law & Orde	500.00	0.00	500.00	164.00	0.00	164.00				
10202665	Other Minor Expenditure	250.00	0.00	250.00	80.00	0.00	80.00				
10202690	Maintenance - Pound	500.00	0.00	500.00	164.00	0.00	164.00				
Total OPERATING EXPENDITURE						19225.00	0.00	19225.00	6392.00	6765.73	-373.73
10203701	Animal Handling Equipment	-190.00	0.00	-190.00	-60.00	0.00	-60.00				
10203719	Dog Sustenance Fees	-45.00	0.00	-45.00	-12.00	0.00	-12.00				
10203810	Fines & Penalties - Dog Act	-250.00	0.00	-250.00	-80.00	0.00	-80.00				
10203858	Dog Registration Fees	-1800.00	0.00	-1800.00	-600.00	-865.00	265.00				
Total OPERATING INCOME						-2285.00	0.00	-2285.00	-752.00	-865.00	113.00
Total						16940.00	0.00	16940.00	5640.00	5900.73	-260.73
Total						16940.00	0.00	16940.00	5640.00	5900.73	-260.73

ANIMAL CONTROL	Sub-programme Total	16940.00	0.00	16940.00	5640.00	5900.73	-260.73
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Sub-programme : 103 OTHER LAW, ORDER & PUBLIC SAFETY

10301250	Electronic Sign Trailer - R	0.00	0.00	0.00	0.00	23.05	-23.05
10301301	Depreciation - Plant & Equi	6811.48	0.00	6811.48	2268.00	1750.85	517.15

ORDINARY COUNCIL MINUTES

30 NOVEMBER 2011

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GENERAL LEDGER SYSTEM
PROGRAMME PROGRESS REPORT

SHIRE OF SHARK BAY
(B183)

For Period Ending 30.11.11

Date from : 01.07.11 Date To : 31.10.11

COA no.	Description	Original Budget	Budget Amendments	Current Budget	Y.T.D. Budget	Y.T.D. Actual	Variance
10301303	Depreciation - Buildings	1828.48	0.00	1828.48	608.00	283.06	324.94
10301600	Governance Overheads Alloca	17535.00	0.00	17535.00	5844.00	6351.00	-507.00
10302425	Cyclone Cleanup	6862.00	0.00	6862.00	2284.00	375.98	1908.02
10302750	Ranger Patrols	133560.00	0.00	133560.00	44520.00	7738.20	36781.80
10302795	SES Denham - Operating	10673.00	0.00	10673.00	3552.00	4086.80	-534.80
10302800	SES Useless Loop - Operatin	10052.00	0.00	10052.00	3344.00	464.14	2879.86
10309950	Telephone - Road Sign Trail	160.00	0.00	160.00	52.00	22.86	29.14
	Total OPERATING EXPENDITURE	187481.96	0.00	187481.96	62472.00	21095.94	41376.06
10303218	Grant FESA - SES	-20700.00	0.00	-20700.00	-6900.00	-19705.00	12805.00
10303220	FESA SES Capital Grants	-16870.00	0.00	-16870.00	-5620.00	0.00	-5620.00
10303401	Contribution - SES	0.00	0.00	0.00	0.00	-205.36	205.36
10303824	Fines and Penalties Local L	-1660.00	0.00	-1660.00	-552.00	0.00	-552.00
	Total OPERATING INCOME	-39230.00	0.00	-39230.00	-13072.00	-19910.36	6838.36
10305302	Ranger Vehicle Capital	42000.00	0.00	42000.00	0.00	0.00	0.00
10305304	Emergency Services Building	50000.00	0.00	50000.00	0.00	0.00	0.00
10305305	FESA - SES Capital Grant Pr	16870.00	0.00	16870.00	5620.00	0.00	5620.00
	Total CAPITAL EXPENDITURE	108870.00	0.00	108870.00	5620.00	0.00	5620.00
	Total	257121.96	0.00	257121.96	55020.00	1185.58	53834.42
	Total	257121.96	0.00	257121.96	55020.00	1185.58	53834.42
OTHER LAW,ORDER&PUBL Sub-programme Total		257121.96	0.00	257121.96	55020.00	1185.58	53834.42
LAW, ORDER AND PUBLI Programme Total		296459.96	0.00	296459.96	68116.00	20317.93	47798.07

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GENERAL LEDGER SYSTEM
PROGRAMME PROGRESS REPORT

SHIRE OF SHARK BAY
(B183)

For Period Ending 30.11.11

Date from : 01.07.11 Date To : 31.10.11

Fund : 1 Municipal Fund
Programme : 07 HEALTH
Sub-programme : 151 HEALTH INSPECTION
COA no. Description

Original Budget	Budget Amendments	Current Budget	Y.T.D. Budget	Y.T.D. Actual	Variance		
Sub-programme : 151 HEALTH INSPECTION							
15100612	Contract Staff - MRS	90000.00	0.00	90000.00	30000.00	30000.00	0.00
15100625	Consultant Fees - Health	0.00	0.00	0.00	0.00	4887.31	-4887.31
15100680	Travel & Accommodation - St	30000.00	0.00	30000.00	10000.00	9695.83	304.17
15100730	Maintenance - Staff House (	0.00	0.00	0.00	0.00	535.01	-535.01
15100773	Telephone - MRS	500.00	0.00	500.00	164.00	115.80	48.20
15100775	Utilities - Staff House (MR	0.00	0.00	0.00	0.00	1176.60	-1176.60
15100975	Printing & Stationery - Hea	150.00	0.00	150.00	48.00	0.00	48.00
15100980	Publications & Subscription	400.00	0.00	400.00	132.00	0.00	132.00
15101600	Governance Overheads Alloca	23128.00	0.00	23128.00	7708.00	7258.00	450.00
15101615	Health Overheads Recovered	-107734.50	0.00	-107734.50	-35908.00	-36956.00	1048.00
Total OPERATING EXPENDITURE		36443.50	0.00	36443.50	12144.00	16712.55	-4568.55
15103784	Septic Tank Inspect Fees	-452.00	0.00	-452.00	-148.00	0.00	-148.00
15103870	Itinerant Food Vendors Lice	-200.00	0.00	-200.00	-64.00	0.00	-64.00
15103875	Offensive Trade License	-285.00	0.00	-285.00	-92.00	-725.00	633.00
15103884	Septic Tank Application Fee	-1222.00	0.00	-1222.00	-404.00	0.00	-404.00
Total OPERATING INCOME		-2159.00	0.00	-2159.00	-708.00	-725.00	17.00
Total		34284.50	0.00	34284.50	11436.00	15987.55	-4551.55
Total		34284.50	0.00	34284.50	11436.00	15987.55	-4551.55
HEALTH INSPECTION Sub-programme Total		34284.50	0.00	34284.50	11436.00	15987.55	-4551.55
Sub-programme : 152 PREVENTATIVE SERVICES							
15202310	Analytical Expenses	700.00	0.00	700.00	232.00	378.55	-146.55
15202320	Mosquito Control (Fogging)	4000.00	0.00	4000.00	1324.00	338.22	985.78
Total OPERATING EXPENDITURE		4700.00	0.00	4700.00	1556.00	716.77	839.23
Total		4700.00	0.00	4700.00	1556.00	716.77	839.23
Total		4700.00	0.00	4700.00	1556.00	716.77	839.23
PREVENTATIVE SERVICE Sub-programme Total		4700.00	0.00	4700.00	1556.00	716.77	839.23
Sub-programme : 153 OTHER HEALTH							
15301600	Governance Overheads Alloca	11210.00	0.00	11210.00	3736.00	3629.00	107.00
15302505	Flying Doctor Services	5500.00	0.00	5500.00	1832.00	1750.00	82.00
15302813	St John Ambulance - Shark B	280.00	0.00	280.00	92.00	71.33	20.67
Total OPERATING EXPENDITURE		16990.00	0.00	16990.00	5660.00	5450.33	209.67

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GENERAL LEDGER SYSTEM
PROGRAMME PROGRESS REPORT

SHIRE OF SHARK BAY
(B183)

For Period Ending 30.11.11

Date from : 01.07.11 Date To : 31.10.11

Fund : 1 Municipal Fund
Programme : 07 HEALTH
Sub-programme : 153 OTHER HEALTH
COA no. Description

Department:
Sub Depart:

	Original Budget	Budget Amendments	Current Budget	Y.T.D. Budget	Y.T.D. Actual	Variance
Total	16990.00	0.00	16990.00	5660.00	5450.33	209.67
Total	16990.00	0.00	16990.00	5660.00	5450.33	209.67
OTHER HEALTH Sub-programme Total	16990.00	0.00	16990.00	5660.00	5450.33	209.67
Sub-programme : 154 BUILDING HEALTHY COMMUNITIES						
HEALTH Programme Total	55974.50	0.00	55974.50	18652.00	22154.65	-3502.65

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GENERAL LEDGER SYSTEM
PROGRAMME PROGRESS REPORT

SHIRE OF SHARK BAY
(B183)

For Period Ending 30.11.11

Date from : 01.07.11 Date To : 31.10.11

Fund : 1 Municipal Fund
Programme : 09 HOUSING
Sub-programme : 091 Staff Housing
COA no. Description

COA no.	Description	Original Budget	Budget Amendments	Current Budget	Y.T.D. Budget	Y.T.D. Actual	Variance
Sub-programme : 091 Staff Housing							
09100010	34 Hughes Street Unit 6	17500.00	0.00	17500.00	5832.00	4653.27	1178.73
09100020	Staff House 65 Brockman Str	1000.00	0.00	1000.00	332.00	616.00	-284.00
	Total OPERATING EXPENDITURE	18500.00	0.00	18500.00	6164.00	5269.27	894.73
09110510	Rental Income 34 Hughes Str	0.00	0.00	0.00	0.00	-600.00	600.00
09110530	Rental Income 39 Durlacher	0.00	0.00	0.00	0.00	-800.00	800.00
	Total OPERATING INCOME	0.00	0.00	0.00	0.00	-1400.00	1400.00
	Total	18500.00	0.00	18500.00	6164.00	3869.27	2294.73
	Total	18500.00	0.00	18500.00	6164.00	3869.27	2294.73
Staff Housing	Sub-programme Total	18500.00	0.00	18500.00	6164.00	3869.27	2294.73
Sub-programme : 251 PENSIONER UNITS							
25100735	Maintenance - Pensioner Uni	1300.00	0.00	1300.00	424.00	62.75	361.25
25100736	Maintenance - Pensioner Uni	1300.00	0.00	1300.00	424.00	0.00	424.00
25100737	Maintenance - Pensioner Uni	1300.00	0.00	1300.00	424.00	97.37	326.63
25100738	Maintenance - Pensioner Uni	1300.00	0.00	1300.00	424.00	8.95	415.05
25100739	Maintenance - Pensioner Uni	1300.00	0.00	1300.00	424.00	539.00	-115.00
25100740	Maintenance - Pensioner Uni	1300.00	0.00	1300.00	424.00	0.00	424.00
25100741	Maintenance - Pensioner Uni	1300.00	0.00	1300.00	424.00	0.00	424.00
25100742	Maintenance - Pensioner Uni	1300.00	0.00	1300.00	424.00	69.43	354.57
25100743	Maintenance - Pensioner Uni	1300.00	0.00	1300.00	424.00	0.00	424.00
25100744	Maintenance - Pensioner Uni	1300.00	0.00	1300.00	424.00	0.00	424.00
25100745	Maintenance - Pensioner Uni	1300.00	0.00	1300.00	424.00	405.30	18.70
25100746	Maintenance - Pensioner Uni	340.00	0.00	340.00	104.00	119.20	-15.20
25100747	Maintenance - Pensioner Uni	1300.00	0.00	1300.00	424.00	0.00	424.00
25100757	Maintenance - Pensioner Uni	4500.00	0.00	4500.00	1496.00	8651.94	-7155.94
25100776	Utilities - Pensioner Unit	1360.00	0.00	1360.00	452.00	1234.40	-782.40
25100777	Utilities - Pensioner Unit	1360.00	0.00	1360.00	452.00	1234.40	-782.40
25100778	Utilities - Pensioner Unit	1360.00	0.00	1360.00	452.00	1234.40	-782.40
25100779	Utilities - Pensioner Unit	1360.00	0.00	1360.00	452.00	1234.40	-782.40
25100780	Utilities - Pensioner Unit	1360.00	0.00	1360.00	452.00	1234.40	-782.40
25100781	Utilities - Pensioner Unit	1360.00	0.00	1360.00	452.00	1234.40	-782.40
25100782	Utilities - Pensioner Unit	1360.00	0.00	1360.00	452.00	1234.40	-782.40
25100783	Utilities - Pensioner Unit	1360.00	0.00	1360.00	452.00	1234.40	-782.40
25100784	Utilities - Pensioner Unit	1360.00	0.00	1360.00	452.00	1234.40	-782.40
25100785	Utilities - Pensioner Unit	1360.00	0.00	1360.00	452.00	1234.40	-782.40
25100786	Utilities - Pensioner Unit	1360.00	0.00	1360.00	452.00	1234.40	-782.40
25100787	Utilities - Pensioner Unit	1360.00	0.00	1360.00	452.00	1234.40	-782.40
25100788	Utilities - Pensioner Unit	1360.00	0.00	1360.00	452.00	1234.40	-782.40
25100798	Utilities - Pensioner Units	6200.00	0.00	6200.00	2064.00	715.86	1348.14

Continued at Council Meeting 21 December 2011 -
Signed by the President Cr C Cowell _____

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GENERAL LEDGER SYSTEM
PROGRAMME PROGRESS REPORT

SHIRE OF SHARK BAY
(B183)

For Period Ending 30.11.11

Date from : 01.07.11 Date To : 31.10.11

Fund	Programme	Sub-programme	COA no.	Description	Original Budget	Budget Amendments	Current Budget	Y.T.D. Budget	Y.T.D. Actual	Variance
1	09	251		Municipal Fund HOUSING PENSIONER UNITS						
				Depreciation - Buildings	9048.92	0.00	9048.92	3016.00	2582.08	433.92
				Insurance - Pensioner Units	2501.00	0.00	2501.00	832.00	2503.50	-1671.50
				Governance Overheads Alloca	26203.00	0.00	26203.00	8732.00	9526.00	-794.00
				Health Overheads Allocated	6052.50	0.00	6052.50	2016.00	2076.00	-60.00
				Total OPERATING EXPENDITURE	88125.42	0.00	88125.42	29224.00	43404.58	-14180.58
				Rent - Pensioner Unit 1	-5460.00	0.00	-5460.00	-1820.00	-2090.00	270.00
				Rent - Pensioner Unit 2	-5460.00	0.00	-5460.00	-1820.00	-2090.00	270.00
				Rent - Pensioner Unit 3	-5460.00	0.00	-5460.00	-1820.00	-2090.00	270.00
				Rent - Pensioner Unit 4	-5460.00	0.00	-5460.00	-1820.00	-2090.00	270.00
				Rent - Pensioner Unit 5	-5460.00	0.00	-5460.00	-1820.00	0.00	-1820.00
				Rent - Pensioner Unit 6	-5460.00	0.00	-5460.00	-1820.00	-2090.00	270.00
				Rent - Pensioner Unit 7	-5460.00	0.00	-5460.00	-1820.00	-2090.00	270.00
				Rent - Pensioner Unit 8	-5460.00	0.00	-5460.00	-1820.00	-2090.00	270.00
				Rent - Pensioner Unit 9	-8320.00	0.00	-8320.00	-2772.00	-3190.00	418.00
				Rent - Pensioner Unit 10	-5460.00	0.00	-5460.00	-1820.00	-2090.00	270.00
				Rent - Pensioner Unit 11	-5460.00	0.00	-5460.00	-1820.00	-2090.00	270.00
				Rent - Pensioner Unit 12	-5460.00	0.00	-5460.00	-1820.00	-2090.00	270.00
				Rent - Pensioner Unit 13	-5460.00	0.00	-5460.00	-1820.00	1000.00	-2820.00
				Total OPERATING INCOME	-73840.00	0.00	-73840.00	-24612.00	-23090.00	-1522.00
				Pensioner Units Capital Wor	60000.00	0.00	60000.00	20000.00	2995.00	17005.00
				Total CAPITAL EXPENDITURE	60000.00	0.00	60000.00	20000.00	2995.00	17005.00
				Transfer from Pensioner Uni	-60000.00	0.00	-60000.00	0.00	0.00	0.00
				Total CAPITAL INCOME	-60000.00	0.00	-60000.00	0.00	0.00	0.00
				Total	14285.42	0.00	14285.42	24612.00	23309.58	1302.42
				Total	14285.42	0.00	14285.42	24612.00	23309.58	1302.42
				PENSIONER UNITS Sub-programme Total	14285.42	0.00	14285.42	24612.00	23309.58	1302.42
				HOUSING Programme Total	32785.42	0.00	32785.42	30776.00	27178.85	3597.15

Confirmed at Council Meeting 21 December 2011 -
Signed by the President Cr C Cowell

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SHIRE OF SHARK BAY
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GENERAL LEDGER SYSTEM
PROGRAMME PROGRESS REPORT

For Period Ending 30.11.11

Date from : 01.07.11 Date To : 31.10.11

Fund	Programme	Sub-programme	COA no.	Description	Original Budget	Budget Amendments	Current Budget	Y.T.D. Budget	Y.T.D. Actual	Variance
Fund	: 1	Municipal Fund								
Programme	: 10	COMMUNITY AMENITIES								
Sub-programme	: 301	SANITATION - HOUSEHOLD REFUSE								
Sub-programme : 301 SANITATION - HOUSEHOLD REFUSE										
30101304				Depreciation - Public Facili	7728.18	0.00	7728.18	2576.00	1426.84	1149.16
30101600				Governance Overheads Alloca	29766.00	0.00	29766.00	9920.00	10887.00	-967.00
30102190				Refuse Site Maintenance	58500.00	0.00	58500.00	19492.00	49887.42	-30395.42
30102210				Refuse Site Gate Attendance	123760.00	0.00	123760.00	41248.00	20509.98	20738.02
30102465				Domestic Refuse Collection	52250.00	0.00	52250.00	17416.00	16907.52	508.48
				Total OPERATING EXPENDITURE	272004.18	0.00	272004.18	90652.00	99618.76	-8966.76
30103769				Refuse Removal	-139862.00	0.00	-139862.00	-139862.00	-139500.00	-362.00
				Total OPERATING INCOME	-139862.00	0.00	-139862.00	-139862.00	-139500.00	-362.00
30105575				Refuse Site Infrastructure	60000.00	0.00	60000.00	19996.00	0.00	19996.00
				Total CAPITAL EXPENDITURE	60000.00	0.00	60000.00	19996.00	0.00	19996.00
				Total	192142.18	0.00	192142.18	-29214.00	-39881.24	10667.24
				Total	192142.18	0.00	192142.18	-29214.00	-39881.24	10667.24
SANITATION - HOUSEHO Sub-programme Total					192142.18	0.00	192142.18	-29214.00	-39881.24	10667.24
Sub-programme : 302 SANITATION OTHER										
30201304				Depreciaton - Public Facili	882.60	0.00	882.60	292.00	301.55	-9.55
30201470				Insurance - Waste Facilitie	93.00	0.00	93.00	93.00	84.63	8.37
30201600				Governance Overheads Alloca	32498.00	0.00	32498.00	10832.00	12247.00	-1415.00
30201610				Health Overheads Allocated	6052.50	0.00	6052.50	2016.00	2076.00	-60.00
30202600				Main Roads Rubbish Collecti	10975.00	0.00	10975.00	3656.00	3417.30	238.70
30202695				Purchase Of Bins	3000.00	0.00	3000.00	1000.00	0.00	1000.00
30202815				Street Bins	4950.00	0.00	4950.00	1648.00	1023.10	624.90
30202820				Street Rubbish Bin Maintena	3000.00	0.00	3000.00	996.00	1886.35	-890.35
30202841				Clean Up Australia Campaign	1500.00	0.00	1500.00	500.00	0.00	500.00
				Total OPERATING EXPENDITURE	62951.10	0.00	62951.10	21033.00	21035.93	-2.93
30203720				Refuse Site Fees	-65000.00	0.00	-65000.00	-21664.00	-16622.60	-5041.40
30203730				Recycling Income	-2300.00	0.00	-2300.00	-764.00	-138.18	-625.82
30203743				Main Roads Rubbish Collecti	-10975.00	0.00	-10975.00	-3656.00	0.00	-3656.00
30203775				Sale Of Rubbish Bins	-2950.00	0.00	-2950.00	-980.00	-909.09	-70.91
				Total OPERATING INCOME	-81225.00	0.00	-81225.00	-27064.00	-17669.87	-9394.13
				Total	-18273.90	0.00	-18273.90	-6031.00	3366.06	-9397.06
				Total	-18273.90	0.00	-18273.90	-6031.00	3366.06	-9397.06
SANITATION OTHER Sub-programme Total					-18273.90	0.00	-18273.90	-6031.00	3366.06	-9397.06

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GENERAL LEDGER SYSTEM
PROGRAMME PROGRESS REPORT

SHIRE OF SHARK BAY
(B183)

For Period Ending 30.11.11

Date from : 01.07.11 Date To : 31.10.11

Fund	Programme	Sub-programme	COA no.	Description	Original Budget	Budget Amendments	Current Budget	Y.T.D. Budget	Y.T.D. Actual	Variance
1	10	303		Municipal Fund COMMUNITY AMENITIES TOWN PLANNING®IONAL DEVELOP						
Department:										
Sub-programme : 303 TOWN PLANNING®IONAL DEVELOP										
				30301600	Governance Overheads Alloca	0.00	39276.00	13092.00	12247.00	845.00
				30301610	Health Overheads Allocated	0.00	48420.00	16140.00	16610.00	-470.00
				30302410	Consultant Fees	0.00	30000.00	10000.00	7111.64	2888.36
				30302665	Other Minor Expenditure	0.00	1000.00	332.00	56.50	275.50
				30302860	Town Planning Advertising	0.00	2000.00	664.00	0.00	664.00
				30302870	Town Planning Amendments	0.00	7500.00	2500.00	562.50	1937.50
				30302880	Town Planning Scheme No 3	0.00	3500.00	1164.00	0.00	1164.00
				Total OPERATING EXPENDITURE	131696.00	0.00	131696.00	43892.00	36587.64	7304.36
				30303716	Development Applications	0.00	-48000.00	-16000.00	-6757.00	-9243.00
				30303759	Planning Advice - Written	0.00	-500.00	-164.00	0.00	-164.00
				30303761	Planning Orders & Requisiti	0.00	-2000.00	-664.00	-869.00	205.00
				30303781	Scheme Amendments/Rezoning	0.00	-500.00	-164.00	0.00	-164.00
				30303791	Structure Plans/Redevelopme	0.00	-500.00	-164.00	-210.68	46.68
				30303865	Home Occupation Licences	0.00	-600.00	-200.00	-138.00	-62.00
				30303867	Certificate for Liquor Lice	0.00	-200.00	-64.00	0.00	-64.00
				Total OPERATING INCOME	-52300.00	0.00	-52300.00	-17420.00	-7974.68	-9445.32
				30305591	Townscape Construction	0.00	30000.00	10000.00	420.00	9580.00
				Total CAPITAL EXPENDITURE	30000.00	0.00	30000.00	10000.00	420.00	9580.00
				Total	109396.00	0.00	109396.00	36472.00	29032.96	7439.04
				Total	109396.00	0.00	109396.00	36472.00	29032.96	7439.04
TOWN PLANNING®ION Sub-programme Total					109396.00	0.00	109396.00	36472.00	29032.96	7439.04
Sub-programme : 304 OTHER COMMUNITY AMENITIES										
				30400715	Cleaning - Public Convenien	0.00	27880.00	9292.00	9231.71	60.29
				30400730	Maintenance - Public Conven	0.00	4500.00	1492.00	1795.13	-303.13
				30400760	Maintenance - Mortuary	0.00	1500.00	500.00	0.00	500.00
				30400775	Utilities - Public Convenie	0.00	4000.00	1332.00	1261.35	70.65
				30401303	Depreciation - Buildings	0.00	11619.12	3872.00	3969.82	-97.82
				30401304	Depreciation - Public Facil	0.00	13036.30	4344.00	3802.99	541.01
				30401470	Insurance - Public Convenie	0.00	865.00	865.00	787.15	77.85
				30401600	Governance Overheads Alloca	0.00	23768.00	7920.00	8619.00	-699.00
				30401610	Health Overheads Allocated	0.00	6052.50	2016.00	2076.00	-60.00
				30401930	Maintenance - Cemeteries	0.00	5000.00	1660.00	4448.52	-2788.52
				30402383	Cemetery Burial Expenses	0.00	2000.00	660.00	739.79	-79.79
				30410715	Cleaning - Mortuary	0.00	400.00	132.00	81.48	50.52
				30411470	Insurance - Cemetery & Mort	0.00	280.00	280.00	254.80	25.20
				Total OPERATING EXPENDITURE	100900.92	0.00	100900.92	34365.00	37067.74	-2702.74

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SHIRE OF SHARK BAY
(B183)

GENERAL LEDGER SYSTEM
PROGRAMME PROGRESS REPORT

For Period Ending 30.11.11

Date from : 01.07.11 Date To : 31.10.11

COA no.	Description	Original Budget	Budget Amendments	Current Budget	Y.T.D. Budget	Y.T.D. Actual	Variance
30403517	Contribution - Shark Bay RS	2000.00	0.00	2000.00	664.00	0.00	664.00
30403706	Cemetery Fees	-1000.00	0.00	-1000.00	-332.00	-733.30	401.30
30403860	Funeral Directors License	-250.00	0.00	-250.00	-80.00	0.00	-80.00
	Total OPERATING INCOME	750.00	0.00	750.00	252.00	-733.30	985.30
30405525	Oval - Facilities	15000.00	0.00	15000.00	5000.00	0.00	5000.00
	Total CAPITAL EXPENDITURE	15000.00	0.00	15000.00	5000.00	0.00	5000.00
	Total	116650.92	0.00	116650.92	39617.00	36334.44	3282.56
	Total	116650.92	0.00	116650.92	39617.00	36334.44	3282.56
OTHER COMMUNITY AMEN Sub-programme Total		116650.92	0.00	116650.92	39617.00	36334.44	3282.56
COMMUNITY AMENITIES Programme Total		399915.20	0.00	399915.20	40844.00	28852.22	11991.78

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GENERAL LEDGER SYSTEM
PROGRAMME PROGRESS REPORT

SHIRE OF SHARK BAY
(B183)

For Period Ending 30.11.11

Date from : 01.07.11 Date To : 31.10.11

Fund : 1 Municipal Fund
Programme : 11 RECREATION AND CULTURE
Sub-programme : 351 PUBLIC HALL & CIVIC CENTRES
COA no. Description

COA no.	Description	Original Budget	Budget Amendments	Current Budget	Y.T.D. Budget	Y.T.D. Actual	Variance
Sub-programme : 351 PUBLIC HALL & CIVIC CENTRES							
35100715	Cleaning - Denham Hall	7840.00	0.00	7840.00	2612.00	2275.38	336.62
35100730	Maintenance - Community Cen	6000.00	0.00	6000.00	1992.00	2530.56	-538.56
35100775	Utilities - Old Police Stat	260.00	0.00	260.00	84.00	384.97	-300.97
35101125	Donation - Contra Hall Hire	4000.00	0.00	4000.00	1332.00	450.00	882.00
35101302	Depreciation - Furniture &	6818.04	0.00	6818.04	2272.00	2329.50	-57.50
35101303	Depreciation - Buildings	67372.24	0.00	67372.24	22452.00	6561.61	15890.39
35101310	Depreciation - Heritage Ass	1806.24	0.00	1806.24	600.00	925.24	-325.24
35101452	Insurance - Community Build	3830.00	0.00	3830.00	3830.00	3485.30	344.70
35101600	Governance Overheads Alloca	25832.00	0.00	25832.00	8608.00	9526.00	-918.00
35101610	Health Overheads Allocated	6052.50	0.00	6052.50	2016.00	2076.00	-60.00
35110730	Maintenance - Denham Hall	5000.00	0.00	5000.00	1656.00	1219.35	436.65
35110775	Utilities - Community Centr	2650.00	0.00	2650.00	880.00	656.88	223.12
35120730	Maintenance - Overlander Ha	1000.00	0.00	1000.00	332.00	190.00	142.00
35120775	Utilities - Denham Hall	5750.00	0.00	5750.00	1916.00	2748.68	-832.68
35130730	Maintenance-Old Police Stat	2500.00	0.00	2500.00	824.00	5593.38	-4769.38
Total OPERATING EXPENDITURE		146711.02	0.00	146711.02	51406.00	40952.85	10453.15
35103327	Grant Funding - Community H	-24502.00	0.00	-24502.00	-8164.00	-24502.00	16338.00
35103340	Grant - GDC R4R Rec Centre	-40000.00	0.00	-40000.00	-13332.00	0.00	-13332.00
35103342	Grant - CLGF Rec Centre	-430397.00	0.00	-430397.00	0.00	0.00	0.00
35103343	Contribution - POS Rec Cent	-200000.00	0.00	-200000.00	0.00	0.00	0.00
35103344	Grant - GDC R4R Rec Centre	-3400000.00	0.00	-3400000.00	-2000000.00	-2000000.00	0.00
35103430	Denham Hall Hire - Contra	-4000.00	0.00	-4000.00	-1332.00	0.00	-1332.00
35103431	Contributions - Overlander	-150.00	0.00	-150.00	-48.00	0.00	-48.00
35103795	Hire - Denham Hall Tables C	-100.00	0.00	-100.00	-32.00	0.00	-32.00
35103906	Hire - Community Centre	-500.00	0.00	-500.00	-164.00	-363.64	199.64
35103910	Hire - Denham Hall	-250.00	0.00	-250.00	-80.00	-831.82	751.82
35103955	Rent - Property Building (C	-100.00	0.00	-100.00	-32.00	-95.45	63.45
Total OPERATING INCOME		-4099999.00	0.00	-4099999.00	-2023184.00	-2025792.91	2608.91
35104701	Community Centre Improvemen	5000.00	0.00	5000.00	1664.00	216.27	1447.73
35104702	Community Building/Hall Upg	24502.00	0.00	24502.00	8164.00	0.00	8164.00
35104780	Rec Centre Planning GDC R4R	59305.00	0.00	59305.00	19768.00	34826.41	-15058.41
35104785	Rec Centre Construction	3900000.00	0.00	3900000.00	1300000.00	869118.94	430881.06
35104786	Rec Centre Additional Works	630397.00	0.00	630397.00	210132.00	191593.64	18538.36
Total CAPITAL EXPENDITURE		4619204.00	0.00	4619204.00	1539728.00	1095755.26	443972.74
Total		665916.02	0.00	665916.02	-432050.00	-889084.80	457034.80
Total		665916.02	0.00	665916.02	-432050.00	-889084.80	457034.80
PUBLIC HALL & CIVIC Sub-programme Total		665916.02	0.00	665916.02	-432050.00	-889084.80	457034.80

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GENERAL LEDGER SYSTEM
PROGRAMME PROGRESS REPORTSHIRE OF SHARK BAY
(B183)

For Period Ending 30.11.11

Date from : 01.07.11 Date To : 31.10.11

Fund : 1 Municipal Fund

Programme : 11 RECREATION AND CULTURE

Sub-programme : 352 FORESHORE

COA no. Description

Department:

COA no.	Description	Original Budget	Budget Amendments	Current Budget	Y.T.D. Budget	Y.T.D. Actual	Variance
Sub-programme : 352 FORESHORE							
35200715	Cleaning - Fish Cleaning Fa	35500.00	0.00	35500.00	11832.00	11173.99	658.01
35200730	Maintenance Fish Cleaning F	3400.00	0.00	3400.00	1128.00	882.95	245.05
35200775	Utilities - Fish Cleaning F	2400.00	0.00	2400.00	800.00	2509.47	-1709.47
35201304	Depreciation - Public Facil	20769.80	0.00	20769.80	6920.00	4894.40	2025.60
35201463	Insurance-Foreshore Facilit	1212.00	0.00	1212.00	404.00	1141.49	-737.49
35201600	Governance Overheads Alloca	31156.00	0.00	31156.00	10384.00	11341.00	-957.00
35201920	Beach/Rock Wall Maintenance	8000.00	0.00	8000.00	2664.00	1104.21	1559.79
35202060	Foreshore BBQ Facilities Mt	5000.00	0.00	5000.00	1656.00	762.19	893.81
35202205	Seaweed Removal Marina Boat	3780.00	0.00	3780.00	1256.00	831.80	424.20
35202235	Swimming Hole Maintenance	10400.00	0.00	10400.00	3460.00	0.00	3460.00
35210715	Cleaning - Foreshore/Lagoon	43822.00	0.00	43822.00	14604.00	18991.00	-4387.00
35210775	Utilities-Foreshore/Lagoon	900.00	0.00	900.00	300.00	232.86	67.14
Total OPERATING EXPENDITURE		166339.80	0.00	166339.80	55408.00	53865.36	1542.64
35203328	Grants - Public Facilities	-60000.00	0.00	-60000.00	-20000.00	0.00	-20000.00
Total OPERATING INCOME		-60000.00	0.00	-60000.00	-20000.00	0.00	-20000.00
35205531	Rock Wall	20000.00	0.00	20000.00	6664.00	0.00	6664.00
35205532	Knight Terrace Boat Ramps C	80000.00	0.00	80000.00	26664.00	0.00	26664.00
Total CAPITAL EXPENDITURE		100000.00	0.00	100000.00	33328.00	0.00	33328.00
Total		206339.80	0.00	206339.80	68736.00	53865.36	14870.64
Total		206339.80	0.00	206339.80	68736.00	53865.36	14870.64
FORESHORE	Sub-programme Total	206339.80	0.00	206339.80	68736.00	53865.36	14870.64
Sub-programme : 353 OTHER RECREATION & SPORT							
35300730	Maintenance - Mini Golf Cen	500.00	0.00	500.00	160.00	197.13	-37.13
35300775	Utilities - Mini Golf Centr	3000.00	0.00	3000.00	1000.00	742.54	257.46
35300860	Vehicle Running Costs (Bus)	4984.00	0.00	4984.00	1652.00	2336.43	-684.43
35301122	Contribution - Community Bu	500.00	0.00	500.00	164.00	150.00	14.00
35301165	Sporting Clubs - Assistance	6000.00	0.00	6000.00	1992.00	1800.30	191.70
35301304	Depreciation - Public Facil	22129.20	0.00	22129.20	7376.00	8000.04	-624.04
35301475	Insurance-Recreation Facili	1128.00	0.00	1128.00	1128.00	1025.56	102.44
35301600	Governance Overheads Alloca	33346.00	0.00	33346.00	11112.00	12247.00	-1135.00
35302125	Multi-Purpose Courts	5000.00	0.00	5000.00	1660.00	0.00	1660.00
35302195	Misc Equipment Repairs	1000.00	0.00	1000.00	332.00	56.26	275.74
35302240	Town Common/Little Lagoon M	3000.00	0.00	3000.00	996.00	844.02	151.98
35302242	Town Oval Maintenance	22000.00	0.00	22000.00	7328.00	13877.14	-6549.14
35302280	Walk Trail - Maintenance	500.00	0.00	500.00	164.00	0.00	164.00
35304730	Maintenance Community Gym	0.00	0.00	0.00	0.00	240.00	-240.00
35310775	Utilities - Multi-Purp. Cou	500.00	0.00	500.00	164.00	269.45	-105.45

Confirmed at Council Meeting 21 December 2011 -
Signed by the President Cr C Cowell

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GENERAL LEDGER SYSTEM
PROGRAMME PROGRESS REPORT

SHIRE OF SHARK BAY
(B183)

For Period Ending 30.11.11

Date from : 01.07.11 Date To : 31.10.11

Fund	Description	Original Budget	Department: Sub Depart: Budget Amendments	Current Budget	Y.T.D. Budget	Y.T.D. Actual	Variance
35312160	Parks And Gardens	67480.00	0.00	67480.00	22456.00	29528.90	-7072.90
35320775	Utilities - Parks & Gardens	3500.00	0.00	3500.00	1164.00	472.38	691.62
35330775	Utilities - Town Oval	4200.00	0.00	4200.00	1400.00	1145.42	254.58
	Total OPERATING EXPENDITURE	178767.20	0.00	178767.20	60248.00	72932.57	-12684.57
35303655	Reimbursement - Sporting Cl	-2500.00	0.00	-2500.00	-832.00	-387.87	-444.13
35303736	Community Bus - Hire	-5000.00	0.00	-5000.00	-1664.00	-3621.83	1957.83
35303738	Marquee Hire Charges	-2133.00	0.00	-2133.00	-708.00	-140.91	-567.09
35303913	Denham Oval Hire	-500.00	0.00	-500.00	-164.00	-281.82	117.82
35303945	Property Reserves Rent - Cl	-1100.00	0.00	-1100.00	-364.00	0.00	-364.00
	Total OPERATING INCOME	-11233.00	0.00	-11233.00	-3732.00	-4432.43	700.43
	Total	167534.20	0.00	167534.20	56516.00	68500.14	-11984.14
	Total	167534.20	0.00	167534.20	56516.00	68500.14	-11984.14
OTHER RECREATION & S Sub-programme Total		167534.20	0.00	167534.20	56516.00	68500.14	-11984.14
Sub-programme : 354 TV & RADIO RE-BROADCASTING							
35401470	Insurance - TV Satellite	111.00	0.00	111.00	36.00	101.01	-65.01
35401600	Governance Overheads Alloca	14287.00	0.00	14287.00	4760.00	5443.00	-683.00
35402255	TV Receiver/Transmitter	8100.00	0.00	8100.00	2696.00	2109.32	586.68
	Total OPERATING EXPENDITURE	22498.00	0.00	22498.00	7492.00	7653.33	-161.33
	Total	22498.00	0.00	22498.00	7492.00	7653.33	-161.33
	Total	22498.00	0.00	22498.00	7492.00	7653.33	-161.33
TV & RADIO RE-BROADC Sub-programme Total		22498.00	0.00	22498.00	7492.00	7653.33	-161.33
Sub-programme : 355 LIBRARIES							
35500970	Postage - Library	500.00	0.00	500.00	164.00	245.32	-81.32
35500975	Printing and Stationery	0.00	0.00	0.00	0.00	145.41	-145.41
35500995	Telephone - Library	400.00	0.00	400.00	132.00	128.98	3.02
35501470	Insurance - Library	62.00	0.00	62.00	62.00	56.42	5.58
35501600	Governance Overheads Alloca	48688.00	0.00	48688.00	16228.00	15877.00	351.00
35502307	AMLIB Library License	1500.00	0.00	1500.00	500.00	0.00	500.00
35502585	Library Books	500.00	0.00	500.00	164.00	109.09	54.91
35502665	Other Minor Expenditure	2000.00	0.00	2000.00	664.00	0.00	664.00
	Total OPERATING EXPENDITURE	53650.00	0.00	53650.00	17914.00	16562.22	1351.78
35503650	Reimbursements - Other	-100.00	0.00	-100.00	-32.00	0.00	-32.00

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GENERAL LEDGER SYSTEM
PROGRAMME PROGRESS REPORTSHIRE OF SHARK BAY
(B183)

For Period Ending 30.11.11

Date from : 01.07.11 Date To : 31.10.11

Fund	Programme	Sub-programme	COA no.	Description	Original Budget	Amendments	Current Budget	Y.T.D. Budget	Y.T.D. Actual	Variance
1	Municipal Fund	11	RECREATION AND CULTURE							
		355	LIBRARIES							
				Fines & Penalties - Librar	-100.00	0.00	-100.00	-32.00	-64.00	32.00
				Total OPERATING INCOME	-200.00	0.00	-200.00	-64.00	-64.00	0.00
				Total	53450.00	0.00	53450.00	17850.00	16498.22	1351.78
				Total	53450.00	0.00	53450.00	17850.00	16498.22	1351.78
				LIBRARIES Sub-programme Total	53450.00	0.00	53450.00	17850.00	16498.22	1351.78
				Sub-programme : 356 OTHER CULTURE						
				35600775 Utilities - Galla Curci	500.00	0.00	500.00	164.00	71.50	92.50
				35601304 Depreciation - Public facil	11250.32	0.00	11250.32	3748.00	2007.40	1740.60
				35601310 Depreciation - Heritage Ass	13092.08	0.00	13092.08	4364.00	3050.38	1313.62
				35601465 Insurance - Galla Curci	935.00	0.00	935.00	935.00	850.00	85.00
				35602080 Maintenance - Velsheda/Gall	6000.00	0.00	6000.00	1992.00	1771.34	220.66
				Total OPERATING EXPENDITURE	31777.40	0.00	31777.40	11203.00	7750.62	3452.38
				35603375 Grant - HMAS Sydney II Memo	-140000.00	0.00	-140000.00	-46664.00	0.00	-46664.00
				Total OPERATING INCOME	-140000.00	0.00	-140000.00	-46664.00	0.00	-46664.00
				35605690 HMAS Sydney II Memorials	140000.00	0.00	140000.00	46664.00	0.00	46664.00
				Total CAPITAL EXPENDITURE	140000.00	0.00	140000.00	46664.00	0.00	46664.00
				Total	31777.40	0.00	31777.40	11203.00	7750.62	3452.38
				Total	31777.40	0.00	31777.40	11203.00	7750.62	3452.38
				OTHER CULTURE Sub-programme Total	31777.40	0.00	31777.40	11203.00	7750.62	3452.38
				Sub-programme : 357 MUSEUM						
				35701310 Depreciation - Heritage Ass	481.80	0.00	481.80	160.00	164.62	-4.62
				35701490 Insurance - Velsheda	51.00	0.00	51.00	51.00	46.41	4.59
				35701600 Governance Overheads Alloca	13971.00	0.00	13971.00	4656.00	4989.00	-333.00
				Total OPERATING EXPENDITURE	14503.80	0.00	14503.80	4867.00	5200.03	-333.03
				35705125 Cape Inscription Restoratio	320968.00	0.00	320968.00	106988.00	2970.00	104018.00
				Total CAPITAL EXPENDITURE	320968.00	0.00	320968.00	106988.00	2970.00	104018.00
				Total	335471.80	0.00	335471.80	111855.00	8170.03	103684.97
				Total	335471.80	0.00	335471.80	111855.00	8170.03	103684.97
				MUSEUM Sub-programme Total	335471.80	0.00	335471.80	111855.00	8170.03	103684.97

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SHIRE OF SHARK BAY
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GENERAL LEDGER SYSTEM
PROGRAMME PROGRESS REPORT

For Period Ending 30.11.11

Date from : 01.07.11 Date To : 31.10.11

Fund : 1 Municipal Fund
Programme : 11 RECREATION AND CULTURE
Sub-programme : 358 YOUTH RECREATION
COA no. Description

Department:

Original Budget	Budget Amendments	Current Budget	Y.T.D. Budget	Y.T.D. Actual	Variance		
Sub-programme : 358 YOUTH RECREATION							
35800610	Salary and Wages	0.00	0.00	0.00	0.23	-0.23	
35802950	Youth Projects	5000.00	0.00	5000.00	1664.00	3600.00	-1936.00
Total OPERATING EXPENDITURE		5000.00	0.00	5000.00	1664.00	3600.23	-1936.23
Total		5000.00	0.00	5000.00	1664.00	3600.23	-1936.23
Total		5000.00	0.00	5000.00	1664.00	3600.23	-1936.23

YOUTH RECREATION Sub-programme Total 5000.00 0.00 5000.00 1664.00 3600.23 -1936.23

Sub-programme : 359 INSCRIPTION POST

Sub-programme : 360 WORLD HERITAGE							
36000610	Salaries & Wages	200986.00	0.00	200986.00	66992.00	58861.93	8130.07
36000660	Staff Training - SBIC	2500.00	0.00	2500.00	832.00	2208.84	-1376.84
36000665	Staff Uniforms - SBDC	1200.00	0.00	1200.00	400.00	118.02	281.98
36000670	Superannuation - CC Super 3	2150.00	0.00	2150.00	716.00	1030.14	-314.14
36000675	Superannuation - Occupation	18089.00	0.00	18089.00	6028.00	5792.38	235.62
36000680	Travel & Accom. Staff - SBI	3500.00	0.00	3500.00	1164.00	0.00	1164.00
36000685	Insurance - Workers Comp	5806.00	0.00	5806.00	5806.00	5283.46	522.54
36000715	Cleaning - SBIC	33400.00	0.00	33400.00	11132.00	10845.43	286.57
36000730	Maintenance - SBIC	25872.00	0.00	25872.00	8616.00	6208.49	2407.51
36000773	Telephone - SBIC Manager	0.00	0.00	0.00	0.00	34.66	-34.66
36000775	Utilities - SBIC	54000.00	0.00	54000.00	18000.00	17377.81	622.19
36000895	Advertising SBIC	8000.00	0.00	8000.00	2664.00	8445.64	-5781.64
36000901	Merchant Fees - SBWHDC	3200.00	0.00	3200.00	1064.00	402.56	661.44
36000902	CommissionExpense - Visitor	4800.00	0.00	4800.00	1600.00	1363.87	236.13
36000905	Travelling Exhibition Costs	9000.00	0.00	9000.00	3000.00	4616.84	-1616.84
36000920	Computer Consumables (SBIC)	3000.00	0.00	3000.00	1000.00	1153.08	-153.08
36000965	Photocopier - Stationery SB	0.00	0.00	0.00	0.00	245.24	-245.24
36000970	Postage - SBIC	500.00	0.00	500.00	164.00	0.00	164.00
36000975	Printing & Stationery-Rec/C	2000.00	0.00	2000.00	664.00	365.53	298.47
36000977	Promo Material - SBIC	6500.00	0.00	6500.00	2164.00	4206.04	-2042.04
36000995	Telephone - SBIC	4500.00	0.00	4500.00	1500.00	1128.55	371.45
36001302	Depreciation - Furniture an	19051.48	0.00	19051.48	6348.00	5144.29	1203.71
36001303	Depreciation - Buildings	224244.12	0.00	224244.12	74744.00	75283.86	-539.86
36001470	Insurance - SBIC	15515.00	0.00	15515.00	15515.00	14119.51	1395.49
36001600	Governance Overheads Alloca	43727.00	0.00	43727.00	14572.00	12701.00	1871.00
36002699	Purchase - Merchandise	80000.00	0.00	80000.00	26664.00	16627.65	10036.35

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SHIRE OF SHARK BAY
(B183)

GENERAL LEDGER SYSTEM
PROGRAMME PROGRESS REPORT

For Period Ending 30.11.11

Date from : 01.07.11 Date To : 31.10.11

Fund : 1 Municipal Fund
Programme : 11 RECREATION AND CULTURE
Sub-programme : 360 WORLD HERITAGE
COA no. Description

Department:
Sub Depart:

COA no.	Description	Original Budget	Budget Amendments	Current Budget	Y.T.D. Budget	Y.T.D. Actual	Variance
	Total OPERATING EXPENDITURE	771540.60	0.00	771540.60	271349.00	253564.82	17784.18
36003335	Capital Grants - Discovery	-149515.00	0.00	-149515.00	-49836.00	-149515.00	99679.00
36003423	Contrib&Don. Operating - SB	0.00	0.00	0.00	0.00	-1029.96	1029.96
36003650	Reimbursement - Other	-200.00	0.00	-200.00	-64.00	0.00	-64.00
36003722	Entrance Fees - SBIC	-70000.00	0.00	-70000.00	-23332.00	-23983.12	651.12
36003770	Sale - Merchandise	-95000.00	0.00	-95000.00	-31664.00	-28096.85	-3567.15
36003771	Sale of Other Shark Bay Boo	-5000.00	0.00	-5000.00	-1664.00	-3191.46	1527.46
36003773	Shark Bay History Book	-7500.00	0.00	-7500.00	-2500.00	-3064.64	564.64
36003790	Visitor Centre Membership F	-13922.00	0.00	-13922.00	-4640.00	2724.57	-7364.57
36003791	Visitor Centre Booking Comm	-60000.00	0.00	-60000.00	-20000.00	-20661.62	661.62
	Total OPERATING INCOME	-401137.00	0.00	-401137.00	-133700.00	-226818.08	93118.08
36004790	Shark Bay Interpretive Cent	170220.00	0.00	170220.00	56740.00	0.00	56740.00
36004990	Shark Bay Interp Centre - F	20000.00	0.00	20000.00	6664.00	17572.65	-10908.65
36005490	Building - Plant & Equipmen	16000.00	0.00	16000.00	5332.00	0.00	5332.00
	Total CAPITAL EXPENDITURE	206220.00	0.00	206220.00	68736.00	17572.65	51163.35
	Total	576623.60	0.00	576623.60	206385.00	44319.39	162065.61
	Total	576623.60	0.00	576623.60	206385.00	44319.39	162065.61
WORLD HERITAGE	Sub-programme Total	576623.60	0.00	576623.60	206385.00	44319.39	162065.61
RECREATION AND CULTU	Programme Total	2064610.82	0.00	2064610.82	49651.00	-678727.48	728378.48

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GENERAL LEDGER SYSTEM
PROGRAMME PROGRESS REPORT

SHIRE OF SHARK BAY
(B183)

For Period Ending 30.11.11

Date from : 01.07.11 Date To : 31.10.11

Fund : 1 Municipal Fund
Programme : 12 TRANSPORT
Sub-programme : 451 STREETS,ROADS,BRIDGES,DEPOTS
COA no. Description

COA no.	Description	Original Budget	Budget Amendments	Current Budget	Y.T.D. Budget	Y.T.D. Actual	Variance
Sub-programme : 451 STREETS,ROADS,BRIDGES,DEPOTS							
45100760	Maintenance & Operating Dep	30500.00	0.00	30500.00	10160.00	12235.83	-2075.83
45100775	Utilities - Depot	6270.00	0.00	6270.00	2088.00	2411.94	-323.94
45100995	Telephone - Depot	2600.00	0.00	2600.00	864.00	653.53	210.47
45101301	Depreciation - Plant & Equip	19236.68	0.00	19236.68	6408.00	5360.55	1047.45
45101302	Depreciation - Furn & Equip	0.00	0.00	0.00	0.00	1105.26	-1105.26
45101303	Depreciation - Land & Build	15624.74	0.00	15624.74	5208.00	6232.89	-1024.89
45101305	Depreciation - Roads (Non T	684518.88	0.00	684518.88	228168.00	229608.49	-1440.49
45101306	Depreciation - Town Streets	101350.00	0.00	101350.00	33780.00	33942.29	-162.29
45101307	Depreciation - Footpaths	21034.88	0.00	21034.88	7008.00	7016.11	-8.11
45101308	Depreciation - Drain & Culv	5360.04	0.00	5360.04	1784.00	1831.41	-47.41
45101309	Depreciation - Streetscapes	1367.16	0.00	1367.16	452.00	807.48	-355.48
45101470	Insurance - Depot	3555.00	0.00	3555.00	3555.00	5383.77	-1828.77
45101600	Governance Overheads Alloca	46037.00	0.00	46037.00	15344.00	15422.00	-78.00
45101940	Crossovers	10000.00	0.00	10000.00	3332.00	687.27	2644.73
45102000	Drainage/Sump Maintenance	2500.00	0.00	2500.00	832.00	1005.58	-173.58
45102050	Entry Statement - Maintenanc	0.00	0.00	0.00	0.00	7729.35	-7729.35
45102215	Street & Traffic Signs	10500.00	0.00	10500.00	3496.00	3160.89	335.11
45102220	Street Light Maintenance	600.00	0.00	600.00	200.00	0.00	200.00
45102225	Street Lighting	32000.00	0.00	32000.00	10664.00	8123.44	2540.56
45102440	Depot Tools and Minor Plant	7000.00	0.00	7000.00	2332.00	3422.92	-1090.92
45102760	Road Data Collection	1600.00	0.00	1600.00	528.00	397.89	130.11
45102761	Engineering Consultancy - D	6000.00	0.00	6000.00	2000.00	0.00	2000.00
45110150	Pastoral Airstrip - Mtce	6000.00	0.00	6000.00	1992.00	0.00	1992.00
45112245	Town Streets Maintenance	90917.00	0.00	90917.00	30120.00	53850.89	-23730.89
45121935	Country Roads Maintenance	321576.00	0.00	321576.00	107052.00	91218.32	15833.68
45121940	Flood damage Repairs	250000.00	0.00	250000.00	250000.00	45909.09	204090.91
45132230	Street Sweeping	53084.00	0.00	53084.00	17636.00	12071.98	5564.02
45210079	Old Knight Terrace	0.00	0.00	0.00	0.00	1362.02	-1362.02
Total OPERATING EXPENDITURE		1729231.38	0.00	1729231.38	745003.00	550951.19	194051.81
45103270	Road Preservation Grant	-62626.00	0.00	-62626.00	-20872.00	-62626.00	41754.00
45103280	Useless Loop Road - Mtce	-245000.00	0.00	-245000.00	-81664.00	0.00	-81664.00
45103290	Contributions Road Projects	-35000.00	0.00	-35000.00	-11664.00	0.00	-11664.00
45103360	Roads To Recovery Grant - C	-196143.00	0.00	-196143.00	-65380.00	0.00	-65380.00
45103365	RRG Grants - Capital Projec	-200846.00	0.00	-200846.00	-66948.00	-80338.00	13390.00
45103368	Special Grants	-250000.00	0.00	-250000.00	-250000.00	0.00	-250000.00
45103385	Capital Grants - Regional D	-57735.00	0.00	-57735.00	-19244.00	-57735.00	38491.00
Total OPERATING INCOME		-1047350.00	0.00	-1047350.00	-515772.00	-200699.00	-315073.00
45104713	Depot Buildings Capital Wor	72735.00	0.00	72735.00	24244.00	0.00	24244.00
45105350	Depot Tools and Major Plant	20000.00	0.00	20000.00	6664.00	0.00	6664.00
45105419	Communications Upgrade	5000.00	0.00	5000.00	1664.00	0.00	1664.00
45105720	Freycinet Drive School Car	70000.00	0.00	70000.00	23332.00	10902.01	12429.99
45145250	Footpaths Construction	50000.00	0.00	50000.00	16664.00	337.95	16326.05

Confirmed at Council Meeting 21 December 2011 -
Signed by the President Cr C Cowell

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PROGRAMME PROGRESS REPORT

SHIRE OF SHARK BAY
(B183)

For Period Ending 30.11.11

Date from : 01.07.11 Date To : 31.10.11

COA no.	Description	Original Budget	Department: Budget Amendments	Current Budget	Y.T.D. Budget	Y.T.D. Actual	Variance
45156690	Country Roads - R2R	166911.00	0.00	166911.00	55632.00	454.37	55177.63
45165670	Country Roads - RRG	301270.00	0.00	301270.00	100416.00	105024.54	-4608.54
45185785	Town Street Reseals - Capit	246143.00	0.00	246143.00	82044.00	6158.56	75885.44
	Total CAPITAL EXPENDITURE	932059.00	0.00	932059.00	310660.00	122877.43	187782.57
	Total	1613940.38	0.00	1613940.38	539891.00	473129.62	66761.38
	Total	1613940.38	0.00	1613940.38	539891.00	473129.62	66761.38
STREETS,ROADS,BRIDGE Sub-programme Total		1613940.38	0.00	1613940.38	539891.00	473129.62	66761.38
Sub-programme : 452 ROAD PLANT PURCHASES							
45201600	Governance Overheads Alloca	25606.00	0.00	25606.00	8532.00	9526.00	-994.00
	Total OPERATING EXPENDITURE	25606.00	0.00	25606.00	8532.00	9526.00	-994.00
45204250	Profit On Sale Of Assets	-83958.00	0.00	-83958.00	0.00	0.00	0.00
45204350	Proceeds - Sale Of Assets	0.00	0.00	0.00	0.00	-48000.00	48000.00
45204420	Diesel Fuel Rebate	-14000.00	0.00	-14000.00	0.00	0.00	0.00
	Total OPERATING INCOME	-97958.00	0.00	-97958.00	0.00	-48000.00	48000.00
45205318	Camp Accommodation Upgrade	75000.00	0.00	75000.00	0.00	0.00	0.00
45205345	Country Ute Replacement	42000.00	0.00	42000.00	0.00	0.00	0.00
45205355	Deputy Works Ute	42000.00	0.00	42000.00	0.00	0.00	0.00
45205489	Vibrating Roller	170000.00	0.00	170000.00	0.00	165000.00	-165000.00
45205494	Low Loader	100000.00	0.00	100000.00	0.00	78446.87	-78446.87
45205495	Front-End Loader	250000.00	0.00	250000.00	0.00	0.00	0.00
	Total CAPITAL EXPENDITURE	679000.00	0.00	679000.00	0.00	243446.87	-243446.87
	Total	606648.00	0.00	606648.00	8532.00	204972.87	-196440.87
	Total	606648.00	0.00	606648.00	8532.00	204972.87	-196440.87
ROAD PLANT PURCHASES Sub-programme Total		606648.00	0.00	606648.00	8532.00	204972.87	-196440.87
Sub-programme : 454 MONKEY MIA BOATING FACILITIES							
45401304	Depreciation - Pub. Facilit	14803.94	0.00	14803.94	4932.00	1248.36	3683.64
45401470	Insurance - MMia Jetty/Boat	1018.00	0.00	1018.00	1018.00	982.80	35.20
45401600	Governance Overheads Alloca	11774.00	0.00	11774.00	3924.00	4083.00	-159.00
45402110	Monkey Mia Boat Ramp - Mtce	500.00	0.00	500.00	164.00	489.14	-325.14
45402115	Monkey Mia Jetty	2500.00	0.00	2500.00	828.00	1896.31	-1068.31
	Total OPERATING EXPENDITURE	30595.94	0.00	30595.94	10866.00	8699.61	2166.39
45403506	Grant - RBFS MM Boat Ramp F	-180000.00	0.00	-180000.00	-60000.00	-85358.19	25358.19
45403507	Grant - R4R Monkey Mia Jet	-1000000.00	0.00	-1000000.00	0.00	0.00	0.00

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GENERAL LEDGER SYSTEM
PROGRAMME PROGRESS REPORT

SHIRE OF SHARK BAY
(B183)

For Period Ending 30.11.11

Date from : 01.07.11 Date To : 31.10.11

COA no.	Description	Original Budget	Budget Amendments	Current Budget	Y.T.D. Budget	Y.T.D. Actual	Variance
45403708	Charges -Monkey Mia Jetty	-8000.00	0.00	-8000.00	-2664.00	0.00	-2664.00
	Total OPERATING INCOME	-1188000.00	0.00	-1188000.00	-62664.00	-85358.19	22694.19
45405550	Monkey Mia Boat Ramp - Capi	120000.00	0.00	120000.00	40000.00	945.00	39055.00
45405551	Monkey Mia Jetty Capital Wo	1000000.00	0.00	1000000.00	0.00	2200.00	-2200.00
	Total CAPITAL EXPENDITURE	1120000.00	0.00	1120000.00	40000.00	3145.00	36855.00
	Total	-37404.06	0.00	-37404.06	-11798.00	-73513.58	61715.58
	Total	-37404.06	0.00	-37404.06	-11798.00	-73513.58	61715.58
MONKEY MIA BOATING F Sub-programme Total		-37404.06	0.00	-37404.06	-11798.00	-73513.58	61715.58
Sub-programme : 455 DENHAM MARINE FACILITIES							
45500775	Utilities -Denham Marina El	4400.00	0.00	4400.00	1464.00	1171.44	292.56
45501304	Depreciation - Public Facil	4523.92	0.00	4523.92	1504.00	1847.29	-343.29
45501471	Insurance - Rec. Boat Ramp	434.00	0.00	434.00	434.00	338.52	95.48
45501600	Governance Overheads Alloca	20375.00	0.00	20375.00	6788.00	7258.00	-470.00
45501950	Denham Hardstand Mtce	1500.00	0.00	1500.00	492.00	1262.22	-770.22
45501960	Denham Marina Monitoring	1500.00	0.00	1500.00	500.00	0.00	500.00
45501975	Denham Marina Winch House M	900.00	0.00	900.00	296.00	0.00	296.00
45501980	Denham Pen/Recreatn.Jetty M	3200.00	0.00	3200.00	1060.00	509.30	550.70
45501990	Denham Service Jetty Mtce	9000.00	0.00	9000.00	2992.00	554.09	2437.91
45501992	Denham Rec/Jetty/Boat Ramp	3300.00	0.00	3300.00	1092.00	3348.22	-2256.22
45501995	Denham Slipway Mtce	4300.00	0.00	4300.00	1424.00	703.19	720.81
45501997	Denham Marina Slipway Haula	2700.00	0.00	2700.00	896.00	922.46	-26.46
45502090	Marina Gen Mtce/Repairs/Van	1900.00	0.00	1900.00	624.00	75.18	548.82
45502100	Marina Rubbish Removal	7500.00	0.00	7500.00	2500.00	1653.64	846.36
45510775	Utilities -Denham Marina Wa	2500.00	0.00	2500.00	832.00	1845.91	-1013.91
	Total OPERATING EXPENDITURE	68032.92	0.00	68032.92	22898.00	21489.46	1408.54
45503352	Grant - Denham Marina	-42000.00	0.00	-42000.00	-14000.00	0.00	-14000.00
45503353	Grant - RBFS Denham Boat Ra	-6000.00	0.00	-6000.00	-2000.00	0.00	-2000.00
45503730	Fuel Wharfage Charge	-12000.00	0.00	-12000.00	-4000.00	-2413.87	-1586.13
45503745	Marina Slipway Charges	-500.00	0.00	-500.00	-164.00	0.00	-164.00
45503747	Marina Utility Charges	-2000.00	0.00	-2000.00	-664.00	-318.18	-345.82
45503753	Pen and Berthing Fees	-5000.00	0.00	-5000.00	-16664.00	-3.63	-16660.37
45503786	Service Jetty Hardstand Fee	-2500.00	0.00	-2500.00	-832.00	-765.00	-67.00
	Total OPERATING INCOME	-115000.00	0.00	-115000.00	-38324.00	-3500.68	-34823.32
45505548	Marina Boat Ramp Capital Wo	8000.00	0.00	8000.00	2664.00	0.00	2664.00
45505551	Denham Commercial Jetty Cap	5000.00	0.00	5000.00	1664.00	0.00	1664.00
45505552	Winch House and Jinker Capi	20000.00	0.00	20000.00	6664.00	0.00	6664.00
45505553	CCTV Marina Monitoring Setu	4000.00	0.00	4000.00	4000.00	3500.12	499.88
45505554	Marina Development Planning	55000.00	0.00	55000.00	18332.00	22100.00	-3768.00

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SHIRE OF SHARK BAY
(B183)

For Period Ending 30.11.11

Date from : 01.07.11 Date To : 31.10.11

COA no.	Description	Original Budget	Department: Sub Depart: Budget Amendments	Current Budget	Y.T.D. Budget	Y.T.D. Actual	Variance
	Total CAPITAL EXPENDITURE	92000.00	0.00	92000.00	33324.00	25600.12	7723.88
	Total	45032.92	0.00	45032.92	17898.00	43588.90	-25690.90
	Total	45032.92	0.00	45032.92	17898.00	43588.90	-25690.90
DENHAM MARINE FACILI	Sub-programme Total	45032.92	0.00	45032.92	17898.00	43588.90	-25690.90
TRANSPORT	Programme Total	2228217.24	0.00	2228217.24	554523.00	648177.81	-93654.81

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SHIRE OF SHARK BAY
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For Period Ending 30.11.11

Date from : 01.07.11 Date To : 31.10.11

Fund : 1 Municipal Fund
Programme : 13 ECONOMIC SERVICES
Sub-programme : 501 COMMUNITY DEVELOPMENT
COA no. Description

COA no.	Description	Original Budget	Budget Amendments	Current Budget	Y.T.D. Budget	Y.T.D. Actual	Variance
Sub-programme : 501 COMMUNITY DEVELOPMENT							
15402441	Maintenance	1200.00	0.00	1200.00	392.00	69.54	322.46
50100610	Salaries & Wages-CD	144503.00	0.00	144503.00	48164.00	19417.62	28746.38
50100670	Superannuation - CC 3.5%	2714.00	0.00	2714.00	904.00	0.00	904.00
50100675	Superannuation - Occupationa	13005.00	0.00	13005.00	4332.00	1690.11	2641.89
50100685	Insurance Worker's Comp.	4189.00	0.00	4189.00	4189.00	3812.90	376.10
50100770	Rent - CD	18000.00	0.00	18000.00	6000.00	0.00	6000.00
50101600	Governance Overheads Alloca	27579.00	0.00	27579.00	9192.00	8619.00	573.00
50102665	Other Minor Expenditure	1000.00	0.00	1000.00	332.00	0.00	332.00
50102790	Seniors Projects	5000.00	0.00	5000.00	1664.00	76.36	1587.64
Total OPERATING EXPENDITURE		217190.00	0.00	217190.00	75169.00	33685.53	41483.47
15403722	Gymnasium Membership	-1809.00	0.00	-1809.00	-600.00	-3268.15	2668.15
50103669	Reimbursement-Seniors Proje	0.00	0.00	0.00	0.00	-360.00	360.00
Total OPERATING INCOME		-1809.00	0.00	-1809.00	-600.00	-3628.15	3028.15
50104703	Telecentre Capital Works	50000.00	0.00	50000.00	50000.00	0.00	50000.00
50104713	Gymnasium Relocation	0.00	0.00	0.00	0.00	974.87	-974.87
Total CAPITAL EXPENDITURE		50000.00	0.00	50000.00	50000.00	974.87	49025.13
Total		265381.00	0.00	265381.00	124569.00	31032.25	93536.75
Total		265381.00	0.00	265381.00	124569.00	31032.25	93536.75
COMMUNITY DEVELOPMEN Sub-programme Total		265381.00	0.00	265381.00	124569.00	31032.25	93536.75
Sub-programme : 502 TOURISM & AREA PROMOTION							
50201131	Business Assoc. Donations (	6000.00	0.00	6000.00	2000.00	0.00	2000.00
50201470	Insurance - General	108.00	0.00	108.00	108.00	98.28	9.72
50201600	Governance Overheads Alloca	33877.00	0.00	33877.00	11292.00	10887.00	405.00
50202390	Community Events/Festivals	29000.00	0.00	29000.00	9652.00	26112.75	-16460.75
50202850	Tourism Promotion	28000.00	0.00	28000.00	9328.00	17800.83	-8472.83
50202855	Accommodation Study Update	1000.00	0.00	1000.00	332.00	0.00	332.00
50202920	Web Site Development	4500.00	0.00	4500.00	1500.00	455.00	1045.00
Total OPERATING EXPENDITURE		102485.00	0.00	102485.00	34212.00	55353.86	-21141.86
50203420	Contribution - Monkey Mia R	-46000.00	0.00	-46000.00	-15332.00	0.00	-15332.00
50203511	Contrib. - Streetscaping -	-75000.00	0.00	-75000.00	-25000.00	0.00	-25000.00
50203650	Reimbursements - Other	-2050.00	0.00	-2050.00	-680.00	0.00	-680.00
50203855	Caravan Park Registration	-3700.00	0.00	-3700.00	-1232.00	-3245.00	2013.00
50203863	Lodging House Lic/ B&B Acco	-150.00	0.00	-150.00	-48.00	-113.50	65.50
50203903	Caravan Park Leases	-43000.00	0.00	-43000.00	-14332.00	0.00	-14332.00
50203923	Lease - Reserve 30716	-120.00	0.00	-120.00	-40.00	-112.73	72.73

Confirmed at Council Meeting 21 December 2011 -
Signed by the President Cr C Cowell

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SHIRE OF SHARK BAY
(B183)GENERAL LEDGER SYSTEM
PROGRAMME PROGRESS REPORT

For Period Ending 30.11.11

Date from : 01.07.11 Date To : 31.10.11

COA no.	Description	Original Budget	Budget Amendments	Current Budget	Y.T.D. Budget	Y.T.D. Actual	Variance
Fund : 1 Municipal Fund							
Programme : 13 ECONOMIC SERVICES							
Sub-programme : 502 TOURISM & AREA PROMOTION							
Department: Sub Depart:							
Total OPERATING INCOME -170020.00 0.00 -170020.00 -56664.00 -3471.23 -53192.77							
50205725	Entry Statement/Carparky	215000.00	0.00	215000.00	71664.00	50795.69	20868.31
Total CAPITAL EXPENDITURE 215000.00 0.00 215000.00 71664.00 50795.69 20868.31							
Total 147465.00 0.00 147465.00 49212.00 102678.32 -53466.32							
Total 147465.00 0.00 147465.00 49212.00 102678.32 -53466.32							
TOURISM & AREA PROMO Sub-programme Total 147465.00 0.00 147465.00 49212.00 102678.32 -53466.32							
Sub-programme : 503 BUILDING CONTROL							
50300975	Printing & Stationery - Bui	500.00	0.00	500.00	164.00	0.00	164.00
50300980	Publications & Subs - Build	250.00	0.00	250.00	80.00	0.00	80.00
50301600	Governance Overheads Alloca	20655.00	0.00	20655.00	6884.00	6351.00	533.00
50301610	Health Overheads Allocated	24210.00	0.00	24210.00	8068.00	8305.00	-237.00
50302350	Aust. Standards/Tech. Codes	1200.00	0.00	1200.00	400.00	0.00	400.00
50302620	Minor Bldg Control Expendit	1000.00	0.00	1000.00	332.00	0.00	332.00
Total OPERATING EXPENDITURE 47815.00 0.00 47815.00 15928.00 14656.00 1272.00							
50303703	Building Search Fees	-48.00	0.00	-48.00	-16.00	-168.00	152.00
50303704	Building Site Toilet Hire	-50.00	0.00	-50.00	-16.00	0.00	-16.00
50303788	Strata Title Certificate Pr	-354.00	0.00	-354.00	-116.00	0.00	-116.00
50303793	Swimming Pool Inspection Fe	-206.00	0.00	-206.00	-68.00	-187.50	119.50
50303799	Zoning Certificate	-50.00	0.00	-50.00	-16.00	0.00	-16.00
50303853	Building Permits	-12500.00	0.00	-12500.00	-4164.00	-5836.36	1672.36
50303887	Sign Licenses	-100.00	0.00	-100.00	-32.00	0.00	-32.00
50303890	Street Trading Licence	-205.00	0.00	-205.00	-64.00	0.00	-64.00
50304410	Commission - BCITF Levy	-200.00	0.00	-200.00	-64.00	-42.00	-22.00
50304411	Commission - Builders Regis	-260.00	0.00	-260.00	-84.00	-60.00	-24.00
Total OPERATING INCOME -13973.00 0.00 -13973.00 -4640.00 -6293.86 1653.86							
Total 33842.00 0.00 33842.00 11288.00 8362.14 2925.86							
Total 33842.00 0.00 33842.00 11288.00 8362.14 2925.86							
BUILDING CONTROL Sub-programme Total 33842.00 0.00 33842.00 11288.00 8362.14 2925.86							
Sub-programme : 504 OTHER ECONOMIC SERVICES							
50400775	Utilities - Hoult Property	0.00	0.00	0.00	0.00	1346.32	-1346.32
50401303	Depreciation -Buildings	11868.48	0.00	11868.48	3956.00	4055.07	-99.07
50401425	Int Loan 48 - McCleary Prop	7319.00	0.00	7319.00	0.00	347.10	-347.10
50401482	Insurance - McCleary House	1476.00	0.00	1476.00	1476.00	1342.25	133.75
50401484	Insurance - 65 Brockman Str	526.00	0.00	526.00	526.00	0.00	526.00
50401600	Governance Overheads Alloca	34081.00	0.00	34081.00	11360.00	12247.00	-887.00
50401610	Health Overhead Allocated	4842.00	0.00	4842.00	1612.00	1661.00	-49.00

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GENERAL LEDGER SYSTEM
PROGRAMME PROGRESS REPORT

SHIRE OF SHARK BAY
(B183)

For Period Ending 30.11.11

Date from : 01.07.11 Date To : 31.10.11

Fund	Programme	Sub-programme	COA no.	Description	Original Budget	Budget Amendments	Current Budget	Y.T.D. Budget	Y.T.D. Actual	Variance
1	13	504		Municipal Fund ECONOMIC SERVICES OTHER ECONOMIC SERVICES						
					Department:	Sub Department:				
					Budget	Amendments	Budget	Budget	Actual	Variance
50401775				Utilities - 65 Brockman Str	1200.00	0.00	1200.00	400.00	382.58	17.42
50402710				Quarries and Sand Pits	1500.00	0.00	1500.00	500.00	358.35	141.65
50402810				Shell Beach Quarry	984.00	0.00	984.00	324.00	0.00	324.00
50402900				Property Valuation Expense	15000.00	0.00	15000.00	5000.00	0.00	5000.00
50410730				Maintenance - McCleary Prop	10000.00	0.00	10000.00	3324.00	2473.65	850.35
50410775				Utilities - McCleary Proper	5500.00	0.00	5500.00	1832.00	2114.80	-282.80
50430730				Maintenance - 65 Brockman S	5000.00	0.00	5000.00	1664.00	0.00	1664.00
50430740				Maintenance Monkey Mia Bore	5000.00	0.00	5000.00	1664.00	0.00	1664.00
Total OPERATING EXPENDITURE					104296.48	0.00	104296.48	33638.00	26328.12	7309.88
50403645				Reimburse.- McCleary Utilit	-3000.00	0.00	-3000.00	-1000.00	24.14	-1024.14
50403650				Reimbursements - Other	-1800.00	0.00	-1800.00	-600.00	0.00	-600.00
50403902				Brickies Sand Sales	-1000.00	0.00	-1000.00	-332.00	-428.41	96.41
50403925				McCleary Rental-Shop 2 BEAL	-8550.00	0.00	-8550.00	-2848.00	-3475.62	627.62
50403935				McCleary Rental-Shark Bay C	-1800.00	0.00	-1800.00	-600.00	-1036.38	436.38
50403936				Rent - 65 Brockman Street	0.00	0.00	0.00	0.00	-280.53	280.53
50403985				Royalties - Shell Mining	-13604.00	0.00	-13604.00	-4532.00	-2949.07	-1582.93
Total OPERATING INCOME					-29754.00	0.00	-29754.00	-9912.00	-8145.87	-1766.13
50404535				Principal Loan 48 - McClear	21146.35	0.00	21146.35	0.00	18604.66	-18604.66
Total CAPITAL EXPENDITURE					21146.35	0.00	21146.35	0.00	18604.66	-18604.66
Total					95688.83	0.00	95688.83	23726.00	36786.91	-13060.91
Total					95688.83	0.00	95688.83	23726.00	36786.91	-13060.91
OTHER ECONOMIC SERVI Sub-programme Total					95688.83	0.00	95688.83	23726.00	36786.91	-13060.91
Sub-programme : 505 PRIVATE WORKS										
50501900				Private Works - Other	37364.00	0.00	37364.00	12452.00	16716.94	-4264.94
50521810				MRWA M/Mia Rd Totaling A/c	74299.00	0.00	74299.00	24760.00	5584.67	19175.33
50531900				MRWA Shark Bay Rd - Total A	351897.00	0.00	351897.00	117292.00	11668.91	105623.09
Total OPERATING EXPENDITURE					463560.00	0.00	463560.00	154504.00	33970.52	120533.48
50504010				Private Works Control (Inco	-46705.00	0.00	-46705.00	-15568.00	-17427.43	1859.43
50504030				MRWA Monkey Mia Road	-92874.00	0.00	-92874.00	-30956.00	-914.76	-30041.24
50504040				MRWA Shark Bay Road	-439872.00	0.00	-439872.00	-146624.00	-8335.26	-138288.74
Total OPERATING INCOME					-579451.00	0.00	-579451.00	-193148.00	-26677.45	-166470.55
Total					-115891.00	0.00	-115891.00	-38644.00	7293.07	-45937.07
Total					-115891.00	0.00	-115891.00	-38644.00	7293.07	-45937.07
PRIVATE WORKS Sub-programme Total					-115891.00	0.00	-115891.00	-38644.00	7293.07	-45937.07

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SHIRE OF SHARK BAY
(B183)

For Period Ending 30.11.11

Date from : 01.07.11 Date To : 31.10.11

Fund : 1 Municipal Fund
Programme : 13 ECONOMIC SERVICES
Sub-programme : 505 PRIVATE WORKS
COA no. Description

Department:
Sub Depart:

COA no.	Description	Original Budget	Budget Amendments	Current Budget	Y.T.D. Budget	Y.T.D. Actual	Variance
ECONOMIC SERVICES	Programme Total	426485.83	0.00	426485.83	170151.00	186152.69	-16001.69

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SHIRE OF SHARK BAY
(B183)

For Period Ending 30.11.11

Date from : 01.07.11 Date To : 31.10.11

Fund : 1 Municipal Fund
Programme : 14 OTHER PROPERTY AND SERVICES
Sub-programme : 551 PUBLIC WORKS OVERHEADS
COA no. Description

COA no.	Description	Original Budget	Budget Amendments	Current Budget	Y.T.D. Budget	Y.T.D. Actual	Variance
Sub-programme : 551 PUBLIC WORKS OVERHEADS							
55100509	Annual Leave	59058.00	0.00	59058.00	19684.00	23957.86	-4273.86
55100520	Camp Allowance	15620.00	0.00	15620.00	5204.00	1892.00	3312.00
55100530	Dependant Child Allowance	1518.66	0.00	1518.66	504.00	0.00	504.00
55100540	District Allowance	18414.00	0.00	18414.00	6136.00	154.73	5981.27
55100550	Shark Bay Allowance	37350.00	0.00	37350.00	12448.00	395.06	12052.94
55100565	Long Service Leave	14777.51	0.00	14777.51	4924.00	4419.89	504.11
55100570	Other Allowances	10484.50	0.00	10484.50	3492.00	638.45	2853.55
55100585	Public Holidays	28725.00	0.00	28725.00	9572.00	0.00	9572.00
55100600	Rostered Days Off	28725.00	0.00	28725.00	9572.00	-5898.16	15470.16
55100630	Sick Leave	16781.00	0.00	16781.00	5592.00	12229.66	-6637.66
55100640	Staff Medicals	600.00	0.00	600.00	200.00	0.00	200.00
55100650	Staff Meetings	1200.00	0.00	1200.00	400.00	49.71	350.29
55100660	Staff Training	25000.00	0.00	25000.00	8332.00	663.31	7668.69
55100670	Superannuation - CC Super 3	7356.00	0.00	7356.00	2452.00	676.89	1775.11
55100675	Superannuation - Occupation	67263.00	0.00	67263.00	22420.00	18026.00	4394.00
55100685	Workers Compensation Ins.	21703.00	0.00	21703.00	21703.00	19748.82	1954.18
55100690	Works Clothing & Safety Equ	12000.00	0.00	12000.00	4000.00	1100.00	2900.00
55100773	Telephone - Works Superviso	1200.00	0.00	1200.00	400.00	0.00	400.00
55100775	Utilities - Works Superviso	3500.00	0.00	3500.00	1164.00	573.84	590.16
55101480	Insurance On Works	22282.00	0.00	22282.00	22282.00	20276.62	2005.38
55101556	Allocation Of Deputy Works	12869.42	0.00	12869.42	4288.00	6529.72	-2241.72
55101559	Allocation Of Works Supervi	42000.00	0.00	42000.00	14000.00	9702.11	4297.89
55101580	Less Public Works Overheads	-624250.09	0.00	-624250.09	-208088.00	-125496.82	-82591.18
55101600	Governance Overheads Alloca	175823.00	0.00	175823.00	58604.00	66228.00	-7624.00
55102665	Other Minor Expenditure	0.00	0.00	0.00	0.00	136.36	-136.36
	Total OPERATING EXPENDITURE	0.00	0.00	0.00	29285.00	56004.05	-26719.05
55104642	Transfer to Long Service Le	6250.00	0.00	6250.00	2080.00	0.00	2080.00
	Total CAPITAL EXPENDITURE	6250.00	0.00	6250.00	2080.00	0.00	2080.00
	Total	6250.00	0.00	6250.00	31365.00	56004.05	-24639.05
	Total	6250.00	0.00	6250.00	31365.00	56004.05	-24639.05
PUBLIC WORKS OVERHEA Sub-programme Total		6250.00	0.00	6250.00	31365.00	56004.05	-24639.05
Sub-programme : 552 PLANT OPERATION COSTS							
55201585	Less Plant Operating Costs	-298254.00	0.00	-298254.00	-99416.00	-123511.87	24095.87
55201620	Plant Depreciation Recovere	-285964.06	0.00	-285964.06	-95320.00	-62712.36	-32607.64
55201623	Plant Operating Costs - Dep	285964.06	0.00	285964.06	95320.00	85228.19	10091.81
55201626	Plant Oper Costs - Fuels &	135500.00	0.00	135500.00	45164.00	38060.74	7103.26
55201632	Plant Op.Cost - Ins/Lic/Bor	27389.00	0.00	27389.00	9128.00	3231.46	5896.54

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(B183)

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Date from : 01.07.11 Date To : 31.10.11

Fund	Description	Original Budget	Budget Amendments	Current Budget	Y.T.D. Budget	Y.T.D. Actual	Variance
Fund : 1	Municipal Fund						
Programme : 14	OTHER PROPERTY AND SERVICES						
Sub-programme : 552	PLANT OPERATION COSTS						
COA no.	Description	Original Budget	Budget Amendments	Current Budget	Y.T.D. Budget	Y.T.D. Actual	Variance
55201635	Plant Oper Cost - Parts/Rep	58000.00	0.00	58000.00	19332.00	34954.93	-15622.93
55201637	Plant Oper Cost - Wages/Pla	56365.00	0.00	56365.00	18784.00	13270.50	5513.50
55201639	Plant Operating Costs - Tyr	21000.00	0.00	21000.00	7000.00	2290.00	4710.00
	Total OPERATING EXPENDITURE	0.00	0.00	0.00	-8.00	-9188.41	9180.41
	Total	0.00	0.00	0.00	-8.00	-9188.41	9180.41
	Total	0.00	0.00	0.00	-8.00	-9188.41	9180.41
	PLANT OPERATION COST Sub-programme Total	0.00	0.00	0.00	-8.00	-9188.41	9180.41
Sub-programme : 553	STOCK PURCHASES & ISSUES						
55301653	Purchases - Bulk Fuel Depot	0.00	0.00	0.00	0.00	27370.42	-27370.42
55301654	Issues - Bulk Fuel Depot	0.00	0.00	0.00	0.00	-34477.50	34477.50
55301657	Purchases - Bulk Fuel Tanke	0.00	0.00	0.00	0.00	12974.44	-12974.44
55301658	Issues - Bulk Fuel Tanker	0.00	0.00	0.00	0.00	-7701.00	7701.00
55301661	Purchases Emulsion	0.00	0.00	0.00	0.00	2200.00	-2200.00
55301663	Purchases - Engine Oil Stoc	0.00	0.00	0.00	0.00	1692.95	-1692.95
55301667	Purchases-Gear/Diff Oil Sto	0.00	0.00	0.00	0.00	436.36	-436.36
55301669	Purchases - Grease Stock	0.00	0.00	0.00	0.00	436.36	-436.36
	Total OPERATING EXPENDITURE	0.00	0.00	0.00	0.00	2932.03	-2932.03
	Total	0.00	0.00	0.00	0.00	2932.03	-2932.03
	Total	0.00	0.00	0.00	0.00	2932.03	-2932.03
	STOCK PURCHASES & IS Sub-programme Total	0.00	0.00	0.00	0.00	2932.03	-2932.03
Sub-programme : 554	SALARIES & WAGES						
55401570	Gross Total Salaries & Wage	1626529.00	0.00	1626529.00	542176.00	425028.56	117147.44
55401590	Less Salaries/Wages Allocat	-1626529.00	0.00	-1626529.00	-542176.00	-425028.56	-117147.44
55401600	UNALLOCATED SALARIES & WAGE	0.00	0.00	0.00	0.00	157.68	-157.68
	Total OPERATING EXPENDITURE	0.00	0.00	0.00	0.00	157.68	-157.68
	Total	0.00	0.00	0.00	0.00	157.68	-157.68
	Total	0.00	0.00	0.00	0.00	157.68	-157.68
	SALARIES & WAGES Sub-programme Total	0.00	0.00	0.00	0.00	157.68	-157.68
Sub-programme : 555	UNCLASSIFIED						
55501280	Refunds Expenditure	0.00	0.00	0.00	0.00	989.61	-989.61

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SHIRE OF SHARK BAY
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COA no.	Description	Original Budget	Budget Amendments	Current Budget	Y.T.D. Budget	Y.T.D. Actual	Variance
	Total OPERATING EXPENDITURE	0.00	0.00	0.00	0.00	989.61	-989.61
55504460	Refunds Income	0.00	0.00	0.00	0.00	-989.61	989.61
	Total OPERATING INCOME	0.00	0.00	0.00	0.00	-989.61	989.61
UNCLASSIFIED	Sub-programme Total	0.00	0.00	0.00	0.00	0.00	0.00
OTHER PROPERTY AND S	Programme Total	6250.00	0.00	6250.00	31357.00	49905.35	-18548.35

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Date from : 01.07.11 Date To : 31.10.11

Fund : 1 Municipal Fund
Programme : 23 RESERVES
Sub-programme : 601 RESERVES INCOME FROM MUNI A/C
COA no. Description

COA no.	Description	Original Budget	Budget Amendments	Current Budget	Y.T.D. Budget	Y.T.D. Actual	Variance
Sub-programme : 601 RESERVES INCOME FROM MUNI A/C							
Sub-programme : 602 RESERVES EXPENSE TO MUNI A/C							
RESERVES	Programme Total	0.00	0.00	0.00	0.00	0.00	0.00

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Date from : 01.07.11 Date To : 31.10.11

Fund : 1 Municipal Fund
Programme : 32 BALANCE SHEET
Sub-programme : 000 BALANCE SHEET
COA no. Description

Original Budget	Budget Amendments	Current Budget	Y.T.D. Budget	Y.T.D. Actual	Variance		
Sub-programme : 000 BALANCE SHEET							
73106513	Creditors Control	0.00	0.00	0.00	0.00	-658815.85	658815.85
73106526	Payroll Suspense Account	0.00	0.00	0.00	0.00	-827.92	827.92
73106528	ESL Levied	0.00	0.00	0.00	0.00	-1181.61	1181.61
73106529	Excess Rates Receipts	0.00	0.00	0.00	0.00	-9061.03	9061.03
73106531	Rate Refund Suspense Account	0.00	0.00	0.00	0.00	623.35	-623.35
73206551	BCITF Levy - Expense	0.00	0.00	0.00	0.00	8498.11	-8498.11
73206552	Bond - Kerb/Footpath - Expe	0.00	0.00	0.00	0.00	600.00	-600.00
73206553	Bond - Library - Expense	0.00	0.00	0.00	0.00	50.00	-50.00
73206556	Building Completion Bond -	0.00	0.00	0.00	0.00	900.00	-900.00
73206560	Election Deposits - Expense	0.00	0.00	0.00	0.00	400.00	-400.00
73206563	Hall Bond - Expense	0.00	0.00	0.00	0.00	270.00	-270.00
73206564	Key Deposits - Expense	0.00	0.00	0.00	0.00	60.00	-60.00
73206567	Police Licensing - Expense	0.00	0.00	0.00	0.00	40380.10	-40380.10
73206578	Community Bus - Expenditure	0.00	0.00	0.00	0.00	618.00	-618.00
73206580	Marquee Deposit - Expense	0.00	0.00	0.00	0.00	1345.00	-1345.00
73206583	Building Licence Levy - Exp	0.00	0.00	0.00	0.00	487.00	-487.00
73206586	Fundraising Collection - Ex	0.00	0.00	0.00	0.00	10.00	-10.00
73206591	Tour Sales - Expense	0.00	0.00	0.00	0.00	124397.08	-124397.08
73206592	Bookeasy Sales - Expense	0.00	0.00	0.00	0.00	51952.25	-51952.25
73206650	Aerobics Group - Income	0.00	0.00	0.00	0.00	-140.69	140.69
73206651	BCITF Levy - Income	0.00	0.00	0.00	0.00	-11434.81	11434.81
73206652	Bond - Library - Income	0.00	0.00	0.00	0.00	-50.00	50.00
73206653	Bond - Marina Facilities	0.00	0.00	0.00	0.00	-4050.00	4050.00
73206655	Bond Kerb/Footpath - Income	0.00	0.00	0.00	0.00	-6100.15	6100.15
73206656	Building Completion Bond -	0.00	0.00	0.00	0.00	-144204.96	144204.96
73206659	Community Groups - Income	0.00	0.00	0.00	0.00	-1295.93	1295.93
73206660	Election Deposits - Income	0.00	0.00	0.00	0.00	-400.00	400.00
73206663	Hall Bond - Income	0.00	0.00	0.00	0.00	-270.00	270.00
73206664	Key Deposits - Income	0.00	0.00	0.00	0.00	-1100.00	1100.00
73206665	Man in the Biosphere - Inco	0.00	0.00	0.00	0.00	-700.80	700.80
73206667	Police Licensing - Income	0.00	0.00	0.00	0.00	-104216.66	104216.66
73206671	Syd Hatch Pty Ltd - Income	0.00	0.00	0.00	0.00	-2191.00	2191.00
73206673	Trust Clearing Acc - Income	0.00	0.00	0.00	0.00	-14574.00	14574.00
73206677	Len Thomas Trust - Income	0.00	0.00	0.00	0.00	-800.00	800.00
73206678	Community Bus - Income	0.00	0.00	0.00	0.00	-918.00	918.00
73206680	Marquee Deposit - Income	0.00	0.00	0.00	0.00	-2040.00	2040.00
73206681	Policeman's Ball - Income	0.00	0.00	0.00	0.00	-750.66	750.66
73206682	Community Chest - Income	0.00	0.00	0.00	0.00	-6349.58	6349.58
73206683	Building Licence Levy - Inc	0.00	0.00	0.00	0.00	-628.50	628.50
73206686	Fundraising Collection - In	0.00	0.00	0.00	0.00	-50.00	50.00
73206687	Public Open Space Trust - I	0.00	0.00	0.00	0.00	-302473.49	302473.49
73206689	Hillside Residential Dual U	0.00	0.00	0.00	0.00	-46112.00	46112.00
73206691	Tour Sales - Income	0.00	0.00	0.00	0.00	-125423.08	125423.08
73206692	Bookeasy Sales - Income	0.00	0.00	0.00	0.00	-51041.00	51041.00

Confirmed at Council Meeting 21 December 2011 -
Signed by the President Cr C Cowell

ORDINARY COUNCIL MINUTES

30 NOVEMBER 2011

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GENERAL LEDGER SYSTEM
PROGRAMME PROGRESS REPORT

SHIRE OF SHARK BAY
(B183)

For Period Ending 30.11.11

Date from : 01.07.11 Date To : 31.10.11

Fund	Programme	Sub-programme	COA no.	Description	Original Budget	Budget Amendments	Current Budget	Y.T.D. Budget	Y.T.D. Actual	Variance
1	32	000		Municipal Fund BALANCE SHEET BALANCE SHEET						
				Department: Sub Department:						
				73306770 Provision for Annual Leave	0.00	0.00	0.00	0.00	-84360.80	84360.80
				73306775 Provision - Long Service Le	0.00	0.00	0.00	0.00	-68807.06	68807.06
				73406825 Loan Liability - Current	0.00	0.00	0.00	0.00	-65267.02	65267.02
				77107520 Long Service Leave - Non Cu	0.00	0.00	0.00	0.00	-39759.03	39759.03
				77207570 Loan Liability - Non Curren	0.00	0.00	0.00	0.00	-450644.11	450644.11
				Total LIABILITIES	0.00	0.00	0.00	0.00	-1975448.85	1975448.85
				70106210 Municipal Fund Bank	0.00	0.00	0.00	0.00	3602690.41	-3602690.41
				70106220 Municipal Gold Term Deposit	0.00	0.00	0.00	0.00	408557.39	-408557.39
				70106240 Trust Fund Bank	0.00	0.00	0.00	0.00	332079.48	-332079.48
				70106250 Trust Fund Public Open Spac	0.00	0.00	0.00	0.00	302473.49	-302473.49
				70206275 Office Till Float	0.00	0.00	0.00	0.00	200.00	-200.00
				70206276 SBIC Till Float	0.00	0.00	0.00	0.00	300.00	-300.00
				70206277 Refuse Site Float	0.00	0.00	0.00	0.00	200.00	-200.00
				70306301 Receivables - Rates (Curren	0.00	0.00	0.00	0.00	258869.61	-258869.61
				70406320 GST Paid Suspense	0.00	0.00	0.00	0.00	41.61	-41.61
				70406322 State Revenue Pensioner Reb	0.00	0.00	0.00	0.00	10568.15	-10568.15
				70406323 FBT Clearing	0.00	0.00	0.00	0.00	9876.00	-9876.00
				70406325 State Rev ESL Pensioner Reb	0.00	0.00	0.00	0.00	825.06	-825.06
				70406345 Sundry Debtors	0.00	0.00	0.00	0.00	142140.38	-142140.38
				70606385 Stock On Hand	0.00	0.00	0.00	0.00	91566.28	-91566.28
				70706425 LSL Investment - Current	0.00	0.00	0.00	0.00	68807.06	-68807.06
				70806475 Office Replacement Res Inve	0.00	0.00	0.00	0.00	959606.73	-959606.73
				70806480 Pensioner Unit Reserve Inve	0.00	0.00	0.00	0.00	198280.23	-198280.23
				70806485 Plant Replacement Reserve I	0.00	0.00	0.00	0.00	148675.70	-148675.70
				70806490 Rec. Fac Replc/Upgrade Rese	0.00	0.00	0.00	0.00	219336.02	-219336.02
				70806495 Monkey Mia Jetty Reserve	0.00	0.00	0.00	0.00	7379.16	-7379.16
				75106880 Receivables - Rates (Deferr	0.00	0.00	0.00	0.00	5189.04	-5189.04
				75306975 LSL Investment - Non Curren	0.00	0.00	0.00	0.00	39759.03	-39759.03
				75407010 Land	0.00	0.00	0.00	0.00	489488.78	-489488.78
				75407011 Buildings	0.00	0.00	0.00	0.00	8558650.06	-8558650.06
				75407012 Provision For Depreciation	0.00	0.00	0.00	0.00	-2050362.94	2050362.94
				75507075 Furniture And Office Equipm	0.00	0.00	0.00	0.00	2816859.68	-2816859.68
				75507076 Less Provision for Deprecia	0.00	0.00	0.00	0.00	-1505240.81	1505240.81
				75607120 Heritage Assets	0.00	0.00	0.00	0.00	346873.85	-346873.85
				75607121 Less Prov. for Depreciation	0.00	0.00	0.00	0.00	-94636.18	94636.18
				75707150 Plant And Equipment	0.00	0.00	0.00	0.00	3331157.46	-3331157.46
				75707151 Less Provision for Deprecia	0.00	0.00	0.00	0.00	-2389390.16	2389390.16
				75807220 Public Facilities	0.00	0.00	0.00	0.00	2332505.54	-2332505.54
				75807221 Less Prov. for Depreciation	0.00	0.00	0.00	0.00	-469585.52	469585.52
				75907250 Roads (non Town)	0.00	0.00	0.00	0.00	17011898.52	-17011898.52
				75907251 Less Prov. for Depreciation	0.00	0.00	0.00	0.00	-5080541.52	5080541.52
				76007320 Streetscapes	0.00	0.00	0.00	0.00	109487.57	-109487.57
				76007321 Less Prov. for Depreciation	0.00	0.00	0.00	0.00	-28891.81	28891.81
				76107370 Town Streets	0.00	0.00	0.00	0.00	2518135.78	-2518135.78
				76107371 Less Prov. for Depreciation	0.00	0.00	0.00	0.00	-665729.25	665729.25
				76207420 Footpaths	0.00	0.00	0.00	0.00	993894.83	-993894.83

Confirmed at Council Meeting 21 December 2011 -
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ORDINARY COUNCIL MINUTES

30 NOVEMBER 2011

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For Period Ending 30.11.11

GENERAL LEDGER SYSTEM
PROGRAMME PROGRESS REPORT

SHIRE OF SHARK BAY
(B183)

Date from : 01.07.11 Date To : 31.10.11

Fund : 1 Municipal Fund
Programme : 32 BALANCE SHEET
Sub-programme : 000 BALANCE SHEET
COA no. Description

Department:
Sub Depart:

COA no.	Description	Original Budget	Budget Amendments	Current Budget	Y.T.D. Budget	Y.T.D. Actual	Variance
76207421	Less Prov. for Depreciation	0.00	0.00	0.00	0.00	-131796.09	131796.09
76307470	Drainage, Culverts	0.00	0.00	0.00	0.00	407671.36	-407671.36
76307471	Less Prov. for Depreciation	0.00	0.00	0.00	0.00	-34406.56	34406.56
79007620	Municipal Accumulation Acco	0.00	0.00	0.00	0.00	-21070491.79	21070491.79
79107654	Asset Revaluation - L & Bui	0.00	0.00	0.00	0.00	-7795109.92	7795109.92
79107670	LSL Reserve Accumulation	0.00	0.00	0.00	0.00	-108566.09	108566.09
79107680	Office Replacement Accumula	0.00	0.00	0.00	0.00	-959606.73	959606.73
79107685	Pensioner Unit Reserve Accu	0.00	0.00	0.00	0.00	-198280.23	198280.23
79107690	Plant Reserve Accumulation	0.00	0.00	0.00	0.00	-148675.70	148675.70
79107694	Monkey Mia Jetty Reserve Ac	0.00	0.00	0.00	0.00	-7379.16	7379.16
79107695	Rec Fac. Replc/Upgrade Accu	0.00	0.00	0.00	0.00	-219336.02	219336.02
	Total ASSETS	0.00	0.00	0.00	0.00	2766017.78	-2766017.78
	Total	0.00	0.00	0.00	0.00	790568.93	-790568.93
	Total	0.00	0.00	0.00	0.00	790568.93	-790568.93
BALANCE SHEET	Sub-programme Total	0.00	0.00	0.00	0.00	790568.93	-790568.93
BALANCE SHEET	Programme Total	0.00	0.00	0.00	0.00	790568.93	-790568.93
	Grand Totals	4156680.55	0.00	4156680.55	-103331.00	0.00	-103331.00

ORDINARY COUNCIL MINUTES

30 NOVEMBER 2011

COA	Description	Current Budget	YTD Budget	YTD Actual	Variance	Variance \$5000 or 5% of YTD Budget	Comment
Rates							
Operating Income							
00103010	Rates Grv	(581,939.00)	(581,939.00)	(974,647.81)	392,708.81		Material Variance Rates to be allocated
00103020	Rates Uv - General	(212,887.00)	(212,887.00)	0.00	(212,887.00)		Material Variance Rates to be allocated
00103030	Rates Uv - Pastoral	(20,961.00)	(20,961.00)	0.00	(20,961.00)		Material Variance Rates to be allocated
00103040	Minimum Rates Grv	(155,520.00)	(155,520.00)	0.00	(155,520.00)		Material Variance Rates to be allocated
00103180	Less Discount Allowed - Rates	29,000.00	9,672.00	33,103.60	(23,431.60)		Material Variance Budget Profile
Interest on Investments							
Operating Income							
00304140	Interest Earned - Investments	(55,000.00)	(18,332.00)	(12,433.23)	(5,898.77)		Material Variance Posted to November
Members of Council							
Operating Expenses							
05101281	Strategic Planning	25,000.00	8,332.00	2,417.05	5,914.95		Material Variance Timing
05101282	Policy and Local Laws Review	20,000.00	6,664.00	0.00	6,664.00		Material Variance No expense YTD
05101600	Governance Overheads Allocated	119,146.00	39,712.00	30,845.00	8,867.00		Material Variance Timing
Administration							
Operating Expenses							
05200610	Salaries & Wages	533,674.00	177,888.00	148,303.04	29,584.96		Material Variance Staff costs lower than budget
05200612	Contract Staff	15,000.00	5,000.00	16,140.63	(11,140.63)		Material Variance Contract staff utilised to fill vacant staff positions
05200660	Staff Training	25,000.00	8,332.00	950.37	7,381.63		Material Variance Timing
05200930	Computer Software Support	36,000.00	12,000.00	33,349.03	(21,349.03)		Material Variance Timing, Synergy annual license payment
05201301	Depreciation - Plant & Equipment	37,864.16	12,620.00	6,786.30	5,833.70		Material Variance Timing
Operating Income							
05204250	Profit On Sale Of Asset	(12,229.00)	0.00	(5,030.49)	5,030.49		Material Variance Timing of CEO vehicle sale
05204405	Insurance Claim Legal Expenses	(15,000.00)	(5,000.00)	(28,546.33)	23,546.33		Material Variance Barnard Street claim reimbursement
Capital Expenses							
05204516	Principal Loan 53 - Staff House (Ceo)	14,291.35	0.00	6,811.08	(6,811.08)		Material Variance Budget profile
5204734	Shire Offices - Upgrade	25,000.00	8,332.00	0.00	8,332.00		Material Variance No expense YTD
05205335	Ceo Vehicle Replacement	65,000.00	0.00	61,613.66	(61,613.66)		Material Variance Cost less than budgeted, budget profile
Fire Prevention							
Operating Income							
10103655	Reimbursements Fire Fighting	0.00	0.00	7,252.29	(7,252.29)		Material Variance Adjustment to DEC Coburn fire Invoice

ORDINARY COUNCIL MINUTES

30 NOVEMBER 2011

COA	Description	Current Budget	YTD Budget	YTD Actual	Variance	Variance \$5000 or 5% of YTD Budget	Comment
Other Law, Order & Public Safety							
Operating Expense							
10302750	Ranger Patrols	133,560.00	44,520.00	7,738.20	36,781.80	Material Variance	No full time ranger appointed yet
Operating Income							
10303218	Grant Fesa - Ses	(20,700.00)	(6,900.00)	(19,705.00)	12,805.00	Material Variance	Capital portion to be allocated
Capital Expenses							
10305305	FESA SES Vehicle Capital	16,870.00	5,620.00	0.00	5,620.00	Material Variance	No expense YTD
Pensioner Units							
Operating Expenses							
25100757	Maintenance - Pensioner Unit (Group)	4,500.00	1,496.00	8,651.94	(7,155.94)	Material Variance	Main switchboard electrical repair
Capital Expenditure							
25104785	Pensioner Units Capital Works	60,000.00	20,000.00	2,995.00	17,005.00	Material Variance	Timing
Sanitation - Household Refuse							
Operating Expenses							
30102190	Refuse Site Maintenance	58,500.00	19,492.00	49,887.42	(30,395.42)	Material Variance	Refuse Site clean up
30102210	Refuse Site Gate Attendance	123,760.00	41,248.00	20,509.98	20,738.02	Material Variance	Timing
Capital Expense							
30105575	Refuse Site Infrastructure	60,000.00	19,996.00	0.00	19,996.00	Material Variance	No expense YTD
Sanitation Other							
Operating Income							
30203720	Refuse Site Fees	(65,000.00)	(21,664.00)	(16,622.60)	(5,041.40)	Material Variance	Timing of invoices
Town Planning and Regional Development							
Operating Income							
30303716	Development Applications	(48,000.00)	(16,000.00)	(6,757.00)	(9,243.00)	Material Variance	Timing
Capital Expense							
30305591	Townscape Construction	30,000.00	10,000.00	420.00	9,580.00	Material Variance	Timing
Other Community Amenities							
Operating Expenses							
30400760	Maintenance - Mortuary	1,500.00	500.00	0.00	500.00	Material Variance	No expense YTD
30401930	Maintenance - Cemeteries	5,000.00	1,660.00	4,448.52	(2,788.52)	Material Variance	Timing

ORDINARY COUNCIL MINUTES

30 NOVEMBER 2011

COA	Description	Current Budget	YTD Budget	YTD Actual	Variance	Variance \$5000 or 5% of YTD Budget	Comment
Public Hall & Civic Centres							
Operating Expenses							
35101303	Depreciation - Buildings	67,372.24	22,452.00	6,561.61	15,890.39	Material Variance	Timing, allowance for Rec Centre depreciation
Operating Income							
35103327	Grant Funding - Community Hall	(24,502.00)	(8,164.00)	(24,502.00)	16,338.00	Material Variance	Solar Project, timing of funding
35103340	Grant - GDC R4R Rec Centre	(40,000.00)	(13,332.00)	0.00	(13,332.00)	Material Variance	Timing
Capital Expenditure							
35104702	Community Building/Hall Upgrade	24,502.00	8,164.00	0.00	8,164.00	Material Variance	Solar Project, no expense ytd
35104780	Rec Centre Planning GDC R4R	59,305.00	19,768.00	34,826.41	(15,058.41)	Material Variance	Timing
35104785	Rec Centre Construction	3,900,000.00	1,300,000.00	869,118.94	430,881.06	Material Variance	Timing of invoices
35104786	Rec Centre Additional Works	630,397.00	210,132.00	191,593.64	18,538.36	Material Variance	Timing
Foreshore							
Operating Income							
35203328	Grants - Public Facilities	(60,000.00)	(20,000.00)	0.00	(20,000.00)	Material Variance	Boat ramp works not started
Capital Expenditure							
35205531	Rock Wall	20,000.00	6,664.00	0.00	6,664.00	Material Variance	No expense YTD
Other Recreation and Sport							
Operating Expenses							
35302242	Town Oval Maintenance	22,000.00	7,328.00	13,877.14	(6,549.14)	Material Variance	Timing
35312160	Parks And Gardens	67,480.00	22,456.00	29,528.90	(7,072.90)	Material Variance	Timing
Other Culture							
Operating Income							
35603375	Grant - HMAS Sydney II Memorial	(140,000.00)	(46,664.00)	0.00	(46,664.00)	Material Variance	Awaiting funding approval
Capital Expenditure							
35605690	HMAS Sydney II Memorials	140,000.00	46,664.00	0.00	46,664.00	Material Variance	No expense YTD
Museum							
Capital Expenditure							
35705125	Cape Inscription Restoration Capital	320,968.00	106,988.00	2,970.00	104,018.00	Material Variance	Timing
World Heritage							
Operating Expenses							
36000610	Salaries & Wages	200,986.00	66,992.00	58,861.93	8,130.07	Material Variance	All positions not filled
36000895	Advertising Sbic	8,000.00	2,664.00	8,445.64	(5,781.64)	Material Variance	Coral Coast and Planner advertising
36002699	Purchase - Merchandise	80,000.00	26,664.00	16,627.65	10,036.35	Material Variance	Timing of purchases
Operating Income							
36003335	Capital Grants - Discovery Centre	(149,515.00)	(49,836.00)	(149,515.00)	99,679.00	Material Variance	Solar power project
36003790	Visitor Centre Membership Fee	(13,922.00)	(4,640.00)	2,724.57	(7,364.57)	Material Variance	cancellation of 10/11 fees not received
Capital Expenditure							
36004790	Shark Bay Interp Centre - Land and Buildings	170,220.00	56,740.00	0.00	56,740.00	Material Variance	No expense YTD

ORDINARY COUNCIL MINUTES

30 NOVEMBER 2011

COA	Description	Current Budget	YTD Budget	YTD Actual	Variance	Variance \$5000 or 5% of YTD Budget	Comment
36004990	Shark Bay Interp Centre - Furn & Fittings	20,000.00	6,664.00	17,572.65	(10,908.65)	Material Variance	Purchase of LED Lighting
36005490	Building - Plant & Equipment	16,000.00	5,332.00	0.00	5,332.00	Material Variance	No expense YTD
Streets, Roads, Bridges, Depots							
Operating Expenses							
45102050	Entry Statement - Maintenance	0.00	0.00	7,729.35	(7,729.35)	Material Variance	Overlander light poles/sight poles, awaiting insurance claim
45112245	Town Streets Maintenance	90,917.00	30,120.00	53,850.89	(23,730.89)	Material Variance	Timing
45121935	Country Roads Maintenance	321,576.00	107,052.00	91,218.32	15,833.68	Material Variance	Timing
45121940	Flood Damage Repairs	250,000.00	250,000.00	45,909.09	204,090.91	Material Variance	Timing
45132230	Street Sweeping	53,084.00	17,636.00	12,071.98	5,564.02	Material Variance	Timing of invoices
Operating Income							
45103270	Road Preservation Grant	(62,626.00)	(20,872.00)	(62,626.00)	41,754.00	Material Variance	Incorrect budget profile, full payment received
45103280	Useless Loop Road - Mtce	(245,000.00)	(81,664.00)	0.00	(81,664.00)	Material Variance	No Income YTD
45103290	Contributions Road Projects	(35,000.00)	(11,664.00)	0.00	(11,664.00)	Material Variance	No Income YTD
45103360	Roads To Recovery Grant - Cap	(196,143.00)	(65,380.00)	0.00	(65,380.00)	Material Variance	No Income YTD
45103365	Rrg Grants - Capital Projects	(200,846.00)	(66,948.00)	(80,338.00)	13,390.00	Material Variance	First claim payment
45103385	Grant - RLCIP Regional development	(57,735.00)	(19,244.00)	(57,735.00)	38,491.00	Material Variance	Solar power project
Capital Expenses							
45104713	Depot Buildings Capital Works	72,735.00	24,244.00	0.00	24,244.00	Material Variance	No expense YTD
45105350	Depot Tools And Major Plant	20,000.00	6,664.00	0.00	6,664.00	Material Variance	No expense YTD
45105720	Freycinet Drive School Car Park	70,000.00	23,332.00	10,902.01	12,429.99	Material Variance	Timing of works
1451452500	Footpaths Construction	50,000.00	16,664.00	337.95	16,326.05	Material Variance	Timing
45156691	Country Roads - R2R	68,911.00	22,968.00	454.37	22,513.63	Material Variance	Timing
45185785	Town Street Reseals	246,143.00	82,044.00	6,158.56	75,885.44	Material Variance	Timing
Road Plant Purchases							
Operating Income							
45204250	Profit On Sale Of Assets	(83,958.00)	0.00	(48,000.00)	48,000.00	Material Variance	Sale of Vibrating Roller
Capital Expenses							
45205489	Vibrating Roller	170,000.00	0.00	165,000.00	(165,000.00)	Material Variance	Timing of purchase, budget profile
45205494	Low Loader	100,000.00	0.00	78,446.87	(78,446.87)	Material Variance	Timing of purchase, budget profile
Capital Income							
Monkey Mia Boating Facilities							
Operating Income							
45403506	Grant - RBFS MM Boat Ramp Facilities	(180,000.00)	(60,000.00)	(85,358.19)	25,358.19	Material Variance	Timing, funds received for finger jetty project
Capital Expenses							
45405550	Monkey Mia Boat Ramp - Capital	120,000.00	40,000.00	945.00	39,055.00	Material Variance	Timing of project
Denham Boating Facilities							
Operating Income							
45503753	Pen And Berthing Fees	(50,000.00)	(16,664.00)	(3.63)	(16,660.37)	Material Variance	Invoices raised in November

ORDINARY COUNCIL MINUTES

30 NOVEMBER 2011

COA	Description	Current Budget	YTD Budget	YTD Actual	Variance	Variance \$5000 or 5% of YTD Budget	Comment
Community Development							
Operating Expenses							
50100610	Salaries & Wages	144,503.00	48,164.00	19,417.62	28,746.38	Material Variance	Exec position not filled yet
Tourism & Area Promotion							
Operating Expenses							
1502023900	Community Events/Festivals	29,000.00	9,652.00	26,112.75	(16,460.75)	Material Variance	First round of donations utilised
50202850	Tourism Promotion	28,000.00	9,328.00	17,800.83	(8,472.83)	Material Variance	Timing
Operating Income							
50203420	Contribution - Monkey Mia	(46,000.00)	(15,332.00)	0.00	(15,332.00)	Material Variance	Invoice raised early new year
50203511	Contribution - Entry statement Power	(75,000.00)	(25,000.00)	0.00	(25,000.00)	Material Variance	Timing
50203903	Caravan Park Leases	(43,000.00)	(14,332.00)	0.00	(14,332.00)	Material Variance	Timing
Capital Expenses							
50205725	Entry Statement/Carpark	215,000.00	71,664.00	50,795.69	20,868.31	Material Variance	Timing, power and lighting projects still to be completed
Other Economic Services							
Capital Expenses							
50404535	Principal Loan 48 - Mccleary	21,146.35	0.00	18,604.66	(18,604.66)	Material Variance	Budget Profile
Private Works							
Operating Expenses							
50521810	MRWA M/Mia Rd Totalling A/c	74,299.00	24,760.00	5,584.67	19,175.33	Material Variance	Timing
50531900	MRWA Shark Bay Rd Totalling A/c	351,897.00	117,292.00	11,668.91	105,623.09	Material Variance	Timing
Operating Income							
50504030	MRWA Monkey Mia Road	(92,874.00)	(30,956.00)	(914.76)	(30,041.24)	Material Variance	Timing
50504040	MRWA Shark Bay Road	(439,872.00)	(146,624.00)	(8,335.26)	(138,288.74)	Material Variance	Timing
Public Works Overheads							
Operating Expenses							
55100540	District Allowance	18,414.00	6,136.00	154.73	5,981.27	Material Variance	Check Allocation
55100550	Shark Bay Allowance	37,350.00	12,448.00	395.06	12,052.94	Material Variance	Check Allocation
55100585	Public Holidays	28,725.00	9,572.00	0.00	9,572.00	Material Variance	Timing
55100600	Rostered Days Off	28,725.00	9,572.00	(5,898.16)	15,470.16	Material Variance	Timing
55100630	Sick Leave	16,781.00	5,592.00	12,229.66	(6,637.66)	Material Variance	Check Allocation
55100660	Staff Training	25,000.00	8,332.00	663.31	7,668.69	Material Variance	Timing
55101580	Less Public Works Overheads Allocated Work	(624,250.09)	(208,088.00)	(125,496.82)	(82,591.18)	Material Variance	Timing
55101600	Governance Overheads Allocated	175,823.00	58,604.00	66,228.00	(7,624.00)	Material Variance	Re-allocation of overheads
Plant Operation Costs							
Operating Expenses							
55201585	Less Plant Operating Costs Allocated Works/S	(298,254.00)	(99,416.00)	(123,511.87)	24,095.87	Material Variance	Timing
55201620	Plant Depreciation Recovered	(285,964.06)	(95,320.00)	(62,712.36)	(32,607.64)	Material Variance	Timing, plant utilisation
55201623	Plant Operating Costs - Deprec	285,964.06	95,320.00	85,228.19	10,091.81	Material Variance	Timing

ORDINARY COUNCIL MINUTES

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COA	Description	Current Budget	YTD Budget	YTD Actual	Variance	Variance \$5000 or 5% of YTD Budget	Comment
55201626	Plant Oper Costs - Fuels & Oil	135,500.00	45,164.00	38,060.74	7,103.26		Material Variance Timing
55201632	Plant Op.Cost - Ins/Lic/Borrow	27,389.00	9,128.00	3,231.46	5,896.54		Material Variance Timing
55201635	Plant Oper Cost - Parts/Repair	58,000.00	19,332.00	34,954.93	(15,622.93)		Material Variance 24,938 insurance to be allocated to Licenses
55201637	Plant Oper Cost - Wages/Plant	56,365.00	18,784.00	13,270.50	5,513.50		Material Variance Timing
Stock Purchases & Issues							
Operating Expenses							
55301653	Purchases - Bulk Fuel Depot	0.00	0.00	27,370.42	(27,370.42)		Material Variance Not Budgeted
55301654	Issues - Bulk Fuel Depot	0.00	0.00	(34,477.50)	34,477.50		Material Variance Not Budgeted
55301657	Purchases - Bulk Fuel Tanker	0.00	0.00	12,974.44	(12,974.44)		Material Variance Not budgeted
55301658	Issues - Bulk Fuel Tanker	0.00	0.00	(7,701.00)	7,701.00		Material Variance Not budgeted
Salaries & Wages							
Operating Expenses							
55401570	Gross Total Salaries & Wages	1,626,529.00	542,176.00	425,028.56	117,147.44		Material Variance Not all staff positions filled
55401590	Less Salaries/Wages Allocated	(1,626,529.00)	(542,176.00)	(425,028.56)	(117,147.44)		Material Variance Not all staff positions filled

12.3 ANNUAL REPORT 2010/2011
AU 101

This item was dealt with after item 19.1 – Page

13. TOWN PLANNING REPORT

13.1 DEVELOPMENT APPLICATION 15/2011 – DUAL OCCUPANCY RESIDENTIAL DWELLINGS – LOT 97 (50) DURLACHER STREET DENHAM
P1192

AUTHOR
Manager Regulatory Services

DISCLOSURE OF ANY INTEREST
NIL

Moved Cr Prior
Seconded Cr Pepworth

Council Resolution

That the proponents Messrs P & G Rielly of Lot 97 (50) Durlacher Street Denham be advised that Council is prepared to grant conditional approval for Planning Application 15/2011 for the development of an additional residential dwelling on Lot 97 Durlacher Street Denham subject to;

1. **To be used for the purpose of Group Residential Dwellings.**
2. **To be developed in accordance with the endorsed plan but upon and subject to the following conditions:**
3. **Compliance in all respects with the *Building Regulations 1989* (as amended). Two (2) sets of working drawings and specifications are required to be submitted with the building application.**
4. **The layout of the site and the size of the proposed buildings and works shown on the endorsed plan shall not be altered for any reason without the consent of the Shire's Planning Officer.**
5. **The consent of Council being sought and obtained prior to any change of use of the premises.**
6. **All exterior metal cladding, including the roof, shall be of patent pre-treated finish, such as Colour bond, to the satisfaction of the Shire's Planning Officer. Wall cladding to the north elevation of the proposed dwelling and the existing shed are to reflect the same wall profile.**
7. **The submission of a landscape and planting plan for the approval of the Shire's Planning Officer prior to the release of the Building Permit.**
8. **Landscaping to be installed in accordance with drawings submitted for approval. Such landscaping to be maintained to the satisfaction of Council.**
9. **Two (2) vehicle parking spaces, each 2.6 x 5.5 metres to be provided with adequate and approved access.**
10. **The use hereby permitted shall comply with the definition of Group Residential Dwellings as contained in the Shire of Shark Bay's Town Planning Scheme No. 3.**

11. **All landscaping and site works to be completed prior to the occupation of the premises.**
12. **Compliance with all aspects of the *Health Act 1911* (as amended).**
13. **The driveways, crossing and parking areas shall be constructed, sealed and drained in accordance with plans and specifications approved by the Shire's Engineering Officer.**
14. **Access to the site from Spaven Way to be constructed to the satisfaction of the Shire's Planning Officer.**

15. Fencing of the site to be carried out to the Shire Building Surveyors satisfaction.

This approval is valid for two (2) years from the date of approval. All conditions of approval are required to be met within this time period.

Note: Failure to complete conditions of approval or commencement of development within the two (2) year approval period will result in the approval becoming invalid and a new application will be required to be lodged.

5/0 CARRIED

Précis

P & G Rielly have submitted development application 15/2011 for approval to develop an additional dwelling on Lot 97 (50) Durlacher Street, Denham.

This report details the proposal and recommends conditional approval.

BACKGROUND

The development of dual occupancy residential dwellings under the Shire of Shark Bay Town Planning Scheme No. 3 in a residential zone is a "D" use which means that the use is not permitted unless the Local Government has exercised its discretion by granting planning approval. In consideration of a "D" use the Local Government will have regard to the matters set out in clause 10.2 of its Town Planning Scheme No. 3 being:

10.2 MATTERS TO BE CONSIDERED BY LOCAL GOVERNMENT

The local government in considering an application for planning approval is to have due regard to such of the following matters as are in the opinion of the local government relevant to the use or development the subject of the application;

- a) the aims and provisions of the Scheme;
- b) the requirements of orderly and proper planning including any relevant proposed new Local Planning Scheme or amendment, or region scheme or amendment, which has been granted consent for public submissions to be sought;
- c) any approved statement of planning policy of the Commission;
- d) any approved environmental protection policy under the *Environmental Protection Act 1986*;
- e) any relevant policy or strategy of the Commission and any relevant policy adopted by the Government of the State;
- f) any Local Planning Policy adopted by the local government under clause 2.4 any heritage policy statement for a designated heritage area adopted under clause 7.2.2 and any other plan or guideline adopted by the local government under the Scheme;
- g) in the case of land reserved under the Scheme, the ultimate purpose intended for the reserve;
- h) the conservation of any place that has been entered in the Register within the meaning of the *Heritage of Western Australia Act 1990*, or which is included in the Heritage List under clause 7.1 and the effect of the proposal on the character or appearance of a heritage area;
- i) the compatibility of a use or development with its setting;
- j) any social issues that have an effect on the amenity of the locality;

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- k) the cultural significance of any place or area affected by the development;
- l) the likely effect of the proposal on the natural environment and any means that are proposed to protect or to mitigate impacts on the nature environment;
- m) whether the land to which the application relates is unsuitable for the proposal by reason of it being, or being likely to be, subject to flooding, tidal inundation, subsidence, landslip, bush fire or any other risk;
- n) the preservation of the amenity of the locality;
- o) the relationship of the proposal to development on adjoining land or on other land in the locality including but not limited to, the likely effect of the height, bulk, scale, orientation and appearance of the proposal;
- p) whether the proposal means of access to and egress from the site are adequate and whether adequate provision has been made for the loading, unloading, manoeuvring and parking of vehicles;
- q) the road system in the locality and the probable effect on traffic flow and safety;
- r) whether public transport services are necessary and if so, whether they are available and adequate for the proposal;
- s) whether public utility services are available and adequate for the proposal.
- t) whether adequate provision has been made for access for pedestrians and cyclists (including end of trip storage, toilet and shower facilities);
- u) whether adequate provision has been made for access by disabled persons;
- v) whether adequate provision has been made for the landscaping of the land to which the application relates and whether any trees or other vegetation on the land should be preserved;
- w) whether the proposal is likely to cause soil erosion or land degradation;
- x) the potential loss of any community service or benefit resulting from the planning approval;
- y) any relevant submissions received on the application;
- z) the comments or submissions received from any authority consulted under clause 10.1.1; and
- aa) any other planning consideration the local government considers relevant.

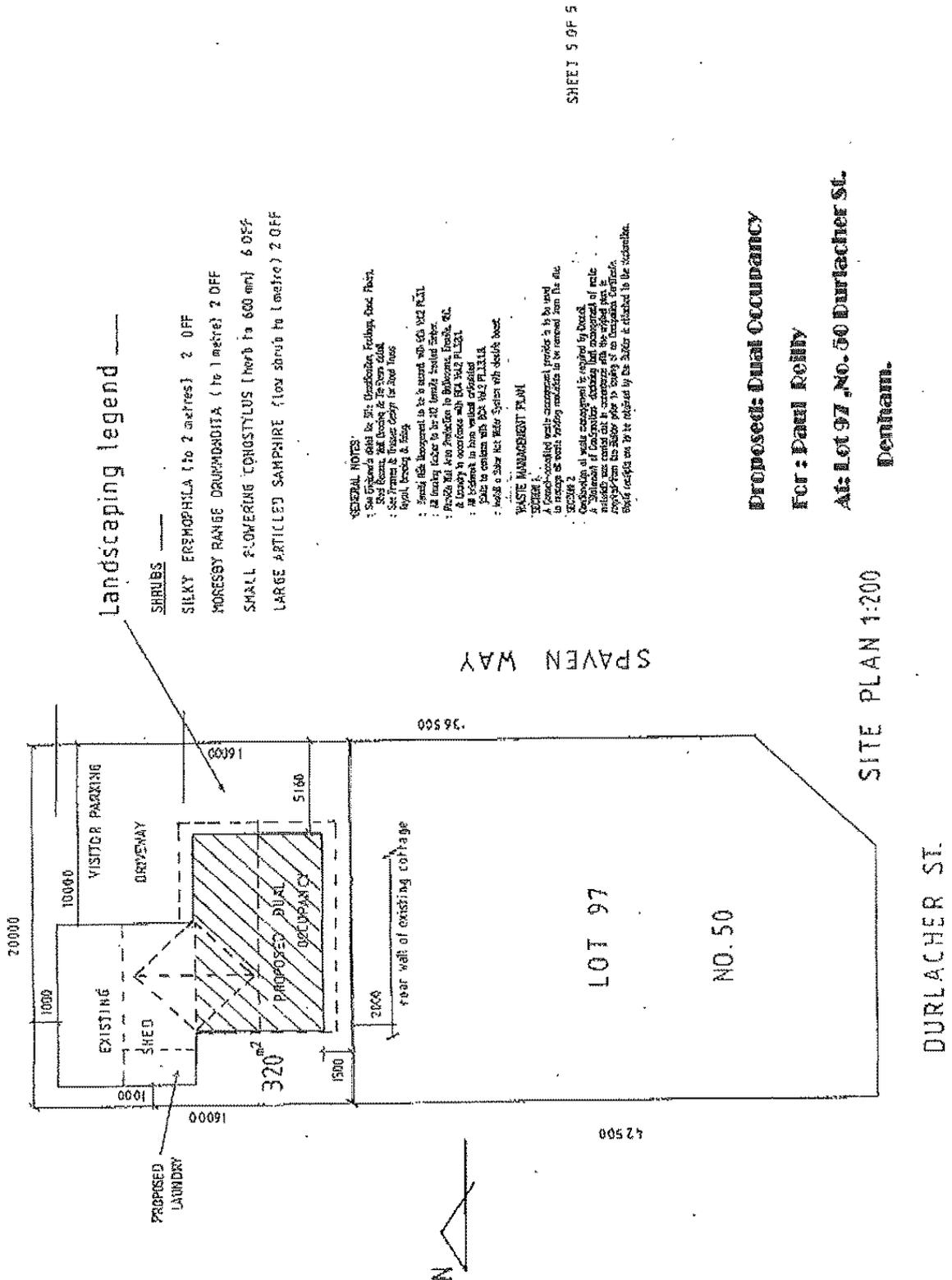
10.3 DETERMINATION OF APPLICATIONS

In determining an application for planning approval, the local government may;

- a) grant its approval with or without conditions; or
- b) refuse to grant its approval.

The proposal is to develop an additional residential dwelling upon Lot 97 (50) Durlacher Street, Denham. The land parcel is 832 m² in area zoned residential with a density coding of 12.5/30 which in effect means that it is possible to develop at a density of 30 units per hectare.

If you relate that to the lot size of 832 m² it would be of sufficient size to accommodate two residential dwellings



Landscaping legend

- SHRUBS**
- SILKY EREMOPHILA (to 2 metres) 2 OFF
 - MORESBY RANGE DRUMMOADITA (to 1 metre) 2 OFF
 - SMALL FLOWERING CONOSTYLUS (herb to 600 mm) 6 OFF
 - LARGE ARTICLED SAMPSONIA (low shrub to 1 metre) 2 OFF

- GENERAL NOTES:**
- 1. See Engineer's sheet for Site Description, Easements, Road Plans, Soil Reports, and Details for the above items.
 - 2. See Planning & Transport Control for Road Rules, Signage, Kerbing & Safety.
 - 3. Sewerage treatment to be in ground with 600 mm RCP.
 - 4. All landscaping to be 100% locally sourced.
 - 5. Plants to be approved by the Council.
 - 6. Landscaping to be in accordance with the Council's Landscaping Guidelines.
 - 7. All landscaping to be installed and maintained in accordance with the Council's Landscaping Guidelines.
 - 8. Plants to contain with 100% RCP.
 - 9. See also the Water System with details sheet.

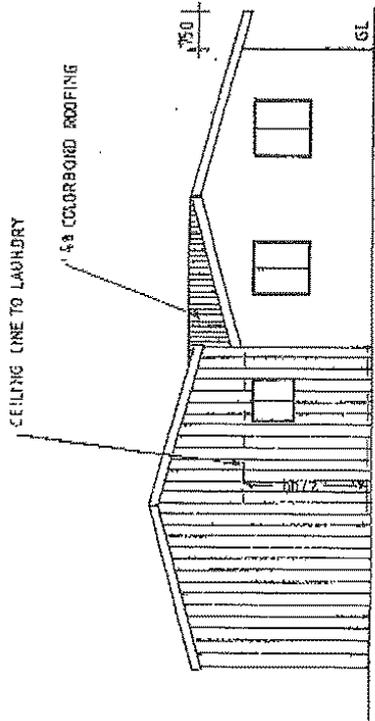
- WASTE MANAGEMENT PLAN**
- SECTION 1:**
- 1. Council-approved waste management practices to be used to manage all waste arising from the site.
 - 2. See Section 2.
- SECTION 2:**
- 1. Construction of water management to be required by Council.
 - 2. All water management to be installed and maintained in accordance with the Council's Water Management Guidelines.
 - 3. All water management to be installed and maintained in accordance with the Council's Water Management Guidelines.
 - 4. All water management to be installed and maintained in accordance with the Council's Water Management Guidelines.

SHEET 5 OF 5

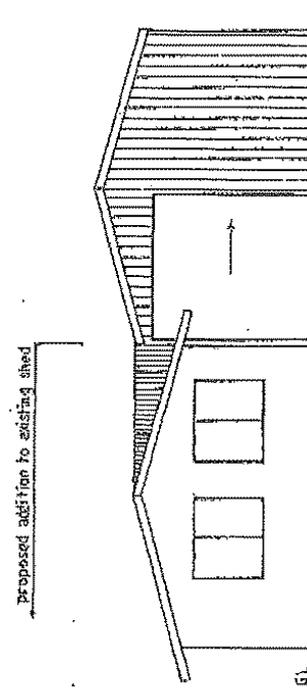
Proposed: Dual Occupancy
For: Paul Reilly
At: Lot 97, No. 50 Durlacher St.
Dentham.

SITE PLAN 1:200

DURLACHER ST.



south elevation



north elevation

WINDOWS

WINDOWS TO BE ALUMINIUM POWDERCOATED FINISH
MANUFACTURED & INSTALLED IN ACCORDANCE WITH
AS 2047-1996 AUSTRALIAN WINDOW CODE
AS 4055-1995 STANDARD WIND LOADS FOR HOUSING
AS 1288-1994 RESIDENTIAL GUIDES FOR BATHROOM WINDOWS
AS 1770-PART 1 & AS 2048 AUSTRALIAN INSTALLATION STANDARDS

Proposed: Dual Occupancy

For: Paul Reilly

At: Lot 97, No. 60 Durlacher St.

Dentdale.

COMMENT

While the land parcel can accommodate an additional dwelling I have a concern with the proposed new dwelling being attached to an existing onsite shed and its overall relationship with adjoining properties with respect to the appearance of its north elevation which is to Spaven Way. To address this the conditional approval provides for the north elevation of the shed to be clad with the same material as the proposed dwelling.

LEGAL IMPLICATIONS

The Shire of Shark Bay Town Planning Scheme No. 3.

POLICY IMPLICATIONS

All relevant Policies pursuant to the Town Planning Scheme.

FINANCIAL IMPLICATIONS

Valuable addition to the Shire's rate base and economic development.

STRATEGIC IMPLICATIONS

Increased lot densities are now being reflected with continued urban infill of existing large residential lots.

VOTING REQUIREMENTS

Simple Majority Required

Date of Report

16 November 2011

Council adjourned at 10.17 am.

Council reconvened at 10.44 am with all Council members present.

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13.2 TOWN PLANNING SCHEME NO. 3 – CAR PARKING POLICY
TO 106.03

AUTHOR

Manager Regulatory Services

DISCLOSURE OF ANY INTEREST

Declaration of Interest: Cr Hanscombe

Nature of Interest: Proximity Interest as he has an interest in development application referred to in the report being agenda item 13.2 of 31 August 2011 Development Application 12/2011

Cr Hanscombe asked to be permitted to return to the meeting to speak on the item as it was an issue that was relevant to the wider community being the consideration of a policy.

Cr Hanscombe left the chambers at 10.46 am

Moved Cr Prior
Seconded Cr Capewell

Council Resolution

That Councillor Hanscombe be allowed to return to the meeting for the discussion only on item 13.2 Town Planning Scheme No. 3 – Car Parking Policy.

4/0 CARRIED

Cr Hanscombe returned to the meeting at 10.50 am

Moved Cr Prior
Seconded Cr Capewell

Council Resolution

That Council adopt the following Car Parking Policy for the purpose of advertising prior to final consideration and adoption as a policy pursuant to its Town Planning Scheme No. 3.



**SHIRE OF SHARK BAY
LOCAL PLANNING SCHEME NO. 3
LOCAL PLANNING POLICY**

**Title: Cash-in-Lieu Car Parking Requirements
 Town Centre Zone**

**Statutory Shire of Shark Bay Town Planning Scheme No. 3
Environment: *Planning and Development Act 2005***

1.0 PURPOSE:

Local Planning Policies are guidelines used to assist the Shire in making decisions under the Scheme. The Scheme prevails should there be any conflict between this Policy and the Scheme.

2.0 SCOPE:

A Local Planning Policy is not part of the Scheme and does not bind the Shire in respect of any application for planning approval but the Shire is to have due regard to the provisions of the Policy and the objectives which the Policy is designed to achieve before making its determination.

3.0 OBJECTIVES:

3.1 To provide a consistent approach to assessing car parking within the Shire of Shark Bay and to provide technical requirements for the construction of parking.

4.0 POLICY:

4.1 Policy Statement

As part of the assessment of development applications, an applicant may be required to provide parking or upgrade existing parking. This Policy has been developed to outline the specific requirements for a Developer in the provision of car parking.

The provision of cash-in-lieu of parking only applies to the Town Centre zones of Council's Town Planning Scheme No. 3 for the townsite of Denham.

This Policy does not outline the number of bays required for different land uses, as car parking numbers are determined under the Town Planning Scheme relevant to the location of the development. The policy aims to provide an outline of the minimum standard of construction for car parking and also provide advice on where Council may consider cash-in-lieu of parking and how to calculate cash-in-lieu of parking.

Cash-in-lieu contributions will generally only be considered for up to 70% of the overall on-site parking requirements for a development.

4.2 Construction Requirements

The construction standards for parking will be defined by the Shire and provide requirements for pavement types, parking layouts, drainage requirements and construction methods for car parking within the Shire.

4.3 Cash-in-lieu of parking

The Shire of Shark Bay Local Planning Scheme No. 3 ('Scheme') provides the statutory opportunity for cash-in-lieu car parking as follows:

In the Town Centre Zone, if the local government is satisfied that adequate constructed car parking is to be provided in close proximity to a proposed development, notwithstanding the provisions of Table 2, it may accept a cash payment in lieu of the provision of car parking spaces but subject to the following requirements;

- a) a cash-in-lieu payment shall not be less than the estimated cost to the owner of providing and constructing the parking spaces required by the Scheme, plus the value, as estimated by the Valuer General of Western Australia, of that area of land which would have been occupied by the parking spaces;
- b) before the local government agrees to accept a cash payment in-lieu of parking spaces, the local government must have already provided a public car park nearby, or must have firm proposals for providing a public car park within a period of not more than eighteen months from the time of agreeing to accept the cash payment; and
- c) payments made under this clause shall be paid into a special fund to be used to provide public car parks in the near vicinity.

“Note: Calculations of the equivalent cost of providing the required car bays shall incorporate all infrastructure including sealing, kerbing, marking and drainage of car bays and associated access ways and areas for turning”.

The concept of cash-in-lieu contributions is based on the Town Planning philosophy that where developments have a shortfall of car parking, it is reasonable for Council to assist by accepting money for this shortfall, to provide car bays in adjacent or nearby existing or proposed public car parks.

The Shire recognizes that particularly in the older commercial areas of Denham, properties may be restricted in size or because of their location may have limited scope for extension. In this context, full parking requirements on-site may not be available.

This Policy should not be seen to be replacing the developer responsibility to provide on-site parking but rather as a means for Council to accommodate the parking demand created in a particular locality by the developer's shortfall.

The acceptance of a cash-in-lieu payment is purely discretionary and shall be determined by Council. Where it may decide to require full provision of car parking in accordance with the Scheme.

Within the Town Planning Schemes, the specific wording for the consideration of cash-in-lieu varies slightly, however, each Scheme requires the land value and construction costs to be determined, in order to arrive at the cash-in-lieu amount.

4.4 Land Value Component

A land value component, assessed at the time of development, will be charged. The value of the land is to be determined by the Valuer General. The cost will relate to the unit area (m²) cost of the land for the owner to provide the parking on the property.

4.5 Construction Component

A construction component cost, assessed at the time of development, will be charged. The construction costs are to include earthworks, sealing, kerbing, drainage, line marking, signage and landscaping of the car parking area as if it was to be constructed on the subject site.

4.6 Calculations

The amount of land subject to the assessment for the 'land value' and 'construction' component is determined as the area of one typical car bay and access thereto (this is usually 21.25 m² minimum).

In negotiating a cash-in-lieu of car parking, the Shire may accept a proportion of the payment being provided in the form of streetscape works (up to an agreed value), with the balance of the contribution being paid in cash.

The type of streetscape works must be in accordance with a Townscape plan endorsed by Council, or in the absence of a townscape plan, the developer must submit a streetscape plan to be approved by Council.

Cr Hanscombe left the Council Chamber at 11.34am

4/0 CARRIED

Précis

At an ordinary meeting of the Shark Bay Shire Council held on the 31 August 2011 Council at item 13.2 of its planning agenda considered Development Application 12/2011 and resolved to recommend:

That as an adjunct to its recommendation it advise the proponent that a feasibility study will be undertaken in regards to addressing a parking strategy to accommodate the proposed development to enable the option of Cash – in – lieu to be considered further by Council in accordance with its Town Planning Scheme No. 3 and the Planning and Development Act 2005.

This report now details a proposed policy for the consideration of accepting "Cash – in – lieu" for Town Centre developments for which car parking provisions in accordance with the Town Planning Scheme No. 3 are not / or cannot be effectively provided.

BACKGROUND

The Shire of Shark Bay Town Planning Scheme No. 3 as it relates to the provision of car parking requirements;

5.14 Car Parking

5.14.1 Car Parking Requirements

No person shall develop or use land or erect, use or adopt any building for any purpose unless car parking spaces of the number specified in Table 2: Car Parking Requirements are provided, constructed and maintained in accordance with the provisions of the Scheme.

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Where an application is made for planning approval and the purposes for which the land or building is to be used is not specified in Table 2, Car Parking Requirements the local government shall determine the number of car parking spaces to be provided on the land having regard to the nature of the proposed development, the number of employees likely to be on the site, the prevention of the obstruction of roads and streets and the orderly and proper planning of the locality and the preservation of its amenities.

5.14.2 Conditions of Planning Approval

When considering an application for planning approval, the local government shall have regard to and may impose conditions on the number and location of car parking spaces to be provided.

In particular the local government shall have regard to:

- a) the means of access to each parking space;
- b) the location of the spaces on the site and their affect upon the amenity of any adjoining properties;
- c) the extent to which the spaces are located within the building setback areas;
- d) the provision and location of disabled car parking bays, if necessary;
- e) the location of the spaces other than on the lot if such spaces are to be provided in conjunction with a public car park; and
- f) the location of the proposed public footpaths, vehicular crossings and the effect of both pedestrian and vehicular traffic movements and safety.

TABLE 2
CAR PARKING REQUIREMENTS

Use	No. Car Parking Spaces
Residential	As prescribed within the provisions of the Residential Design Codes
Caravan and Camping Grounds	As per Caravan Parks & Camping Act Regulations
Public Worship, Place of	1 for every 4 seats, and 1 for every 4m ² of public standing area
Child Care Premises	1 for every 5 children and 1 for each staff member
Consulting Rooms	4 for every practitioner
Restaurant	1 for every 4 seats
Short Term Accommodation	1 for every bedroom
Hospital/Hospital Special Purpose –	1 for every 4 beds provided & 1 for every person employed
Industry – Service	1 for every 20m ² Gross Floor Area & 1 for every 50m ² service area
Industry – Light	1 for every 50m ² Gross Floor Area
Industry – General	1 for every 50m ² Gross Floor Area
Community Purpose	1 for every 35m ² Gross Floor Area
Hotel	1 for every bedroom & 1 for every 4m ² of public bar/lounge Gross Leasable Area
Liquor Store	1 for every 20m ² Gross Leasable Area
Medical Centre	4 for every consulting room and 1 for every 20m ² of dispensary or shop Gross Leasable Area
Motel	1 for every bedroom & 1 for every 25m ² Gross Floor Area of

	service building
Motor Vehicle Repair / Service Station	2 for every working bay & 1 for each employee
Office	1 for every 50m ² Floor Area
Club Premises	1 for every 4 persons accommodated
Residential Building	1 for every bedroom & 1 for every staff member
Shop	1 for every 20m ² Gross Leasable Area
Take-Away Food Outlet	1 for every 10m ² Gross Leasable Area
Betting Agency	1 for every 10m ² Gross Floor Area
Tavern	1 for every 4m ² Public Floor Area
Warehouse/Showroom	1 for every 100m ² Gross Floor Area

All other requirements shall be determined by the local authority.

5.14.3 Off Street Parking

Where public off street parking facilities are located or are proposed to be located in the near vicinity of land or building being the subject of an application for planning approval the local government may approve such application notwithstanding that the required number of car parking spaces are not to be provided on site subject to:

- a) The local government being satisfied that off street parking facilities are sufficient to cater for the requirements of the land or buildings; and
- b) the applicant entering into an agreement with the local government to pay for the cost of providing and maintaining the required number of spaces as required.

5.14.4 Shared or Combined Parking

Where the number of car parking spaces proposed to be provided on land or in a building subject to an application for planning approval is less than the number required to be provided pursuant to the Scheme, the local government may approve the application if it can be demonstrated that off-street parking facilities, in the near vicinity, are available to cater for the requirements of the proposal and that arrangements to the satisfaction of the local government have been made to enable those facilities to be used for that purpose.

5.14.5 Standards

The dimensions of car parking spaces, parking angles, driveway widths and landscaping detail shall be in accordance with Appendix 1: Car Parking Layouts.

The local government may vary any dimension or requirement by up to 10% where obstructions, site dimensions or topography result in the loss of a car parking space in any run of car parking spaces. This provision shall not be used to modify landscaping, shade tree or driveway access requirements.

5.14.6 Landscaping, Construction & Maintenance

The owner or occupier of premises on which car parking spaces are provided shall ensure that the parking area is landscaped with shade trees, the car parking is laid out, drained and maintained in accordance with the approved plans relating thereto.

5.14.7 Town Centre Zone

5.14.7.1 In the Town Centre Zone, if the local government is satisfied that adequate constructed car parking is to be provided in close proximity to a proposed development, notwithstanding the provisions of Table 2 it may accept a cash payment in lieu of the provision of car parking spaces but subject to the following requirements:

- a) a cash-in-lieu payment shall not be less than the estimated cost to the owner of providing and constructing the parking spaces required by the Scheme, plus the value, as estimated by the Valuer General of Western Australia, of that area of land which would have been occupied by the parking spaces;
- b) before the local government agrees to accept a cash payment in-lieu of parking spaces, the local government must have already provided a public car park nearby, or must have firm proposals for providing a public car park within a period of not more than eighteen months from the time of agreeing to accept the cash payment; and
- c) payments made under this clause shall be paid into a special fund to be used to provide public car parks in the near vicinity.

The Shire of Shark Bay Town Planning Scheme No. 3 and the Planning and Development Act sets out the basis for the provision of car parking within a particular development but the assessment of development standards can be varied by Council dependant on particular circumstances. However, Council need clear guidelines to ensure consistent and transparent assessment of all development for this reason it is appropriate to adopt a policy for the consideration of cash-in-lieu of car parking provisions.

Attached hereunder is a typical planning policy for the acceptance of cash-in-lieu of the provision of car parking within the Town Centre Zone.



SHIRE OF SHARK BAY
LOCAL PLANNING SCHEME NO. 3
LOCAL PLANNING POLICY

Title: Cash-in-Lieu Car Parking Requirements
Town Centre Zone

Statutory Environment: Shire of Shark Bay Town Planning Scheme No. 3
Planning and Development Act 2005

1.0 PURPOSE:

Local Planning Policies are guidelines used to assist the Shire in making decisions under the Scheme. The Scheme prevails should there be any conflict between this Policy and the Scheme.

2.0 SCOPE:

A Local Planning Policy is not part of the Scheme and does not bind the Shire in respect of any application for planning approval but the Shire is to have due regard to the provisions of the Policy and the objectives which the Policy is designed to achieve before making its determination.

3.0 OBJECTIVES:

- 3.1 To provide a consistent approach to assessing car parking within the Shire of Shark Bay and to provide technical requirements for the construction of parking.

4.0 POLICY:

4.1 Policy Statement

As part of the assessment of development applications, an applicant may be required to provide parking or upgrade existing parking. This Policy has been developed to outline the specific requirements for a Developer in the provision of car parking.

The provision of cash-in-lieu of parking only applies to the Town Centre zones of Council's Town Planning Scheme No. 3 for the townsite of Denham.

This Policy does not outline the number of bays required for different land uses, as car parking numbers are determined under the Town Planning Scheme relevant to the location of the development. The policy aims to provide an outline of the minimum standard of construction for car parking and also provide advice on where Council may consider cash-in-lieu of parking and how to calculate cash-in-lieu of parking.

Cash-in-lieu contributions shall generally only be permitted for up to ? % of the overall on-site parking requirements for a development.

4.2 Construction Requirements

The construction standards for parking will be defined by the Shire and provide requirements for pavement types, parking layouts, drainage requirements and construction methods for car parking within the Shire.

4.3 Cash-in-lieu of parking

The Shire of Shark Bay Local Planning Scheme No. 3 ('Scheme') provides the statutory opportunity for cash-in-lieu car parking as follows:

In the Town Centre Zone, if the local government is satisfied that adequate constructed car parking is to be provided in close proximity to a proposed development, notwithstanding the provisions of Table 2, it may accept a cash payment in lieu of the provision of car parking spaces but subject to the following requirements;

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- a) a cash-in-lieu payment shall not be less than the estimated cost to the owner of providing and constructing the parking spaces required by the Scheme, plus the value, as estimated by the Valuer General of Western Australia, of that area of land which would have been occupied by the parking spaces;
- b) before the local government agrees to accept a cash payment in-lieu of parking spaces, the local government must have already provided a public car park nearby, or must have firm proposals for providing a public car park within a period of not more than eighteen months from the time of agreeing to accept the cash payment; and
- c) payments made under this clause shall be paid into a special fund to be used to provide public car parks in the near vicinity.

“Note: Calculations of the equivalent cost of providing the required car bays shall incorporate all infrastructure including sealing, kerbing, marking and drainage of car bays and associated access ways and areas for turning”.

The concept of cash-in-lieu contributions is based on the Town Planning philosophy that where developments have a shortfall of car parking, it is reasonable for Council to assist by accepting money for this shortfall, to provide car bays in adjacent or nearby existing or proposed public car parks.

The Shire recognizes that particularly in the older commercial areas of Denham, properties may be restricted in size or because of their location may have limited scope for extension. In this context, full parking requirements on-site may not be available.

This Policy should not be seen to be replacing the developer responsibility to provide on-site parking but rather as a means for Council to accommodate the parking demand created in a particular locality by the developer's shortfall.

The acceptance of a cash-in-lieu payment is purely discretionary and shall be determined by Council. Where it may decide to require full provision of car parking in accordance with the Scheme.

Within the Town Planning Schemes, the specific wording for the consideration of cash-in-lieu varies slightly, however, each Scheme requires the land value and construction costs to be determined, in order to arrive at the cash-in-lieu amount.

4.4 Land Value Component

A land value component, assessed at the time of development, will be charged. The value of the land is to be determined by the Valuer General. The cost will relate to the unit area (m²) cost of the land for the owner to provide the parking on the property.

4.5 Construction Component

A construction component cost, assessed at the time of development, will be charged. The construction costs are to include earthworks, sealing, kerbing, drainage, line marking, signage and landscaping of the car parking area as if it was to be constructed on the subject site.

4.6 Calculations

The amount of land subject to the assessment for the 'land value' and 'construction' component is determined as the area of one typical car bay and access thereto (this is usually 21.25 m² minimum).

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In negotiating a cash-in-lieu of car parking, the Shire may accept a proportion of the payment being provided in the form of streetscape works (up to an agreed value), with the balance of the contribution being paid in cash.

The type of streetscape works must be in accordance with a Townscape plan endorsed by Council, or in the absence of a townscape plan, the developer must submit a streetscape plan to be approved by Council.

COMMENT

The Shire requires a Policy for the consideration of accepting a cash-in-lieu for onsite parking in the Town Centre Zones. This will ensure transparency of assessment for developments and will also provide clear guidance to developers.

LEGAL IMPLICATIONS

The Shire of Shark Bay Town Planning Scheme No. 3.
The Planning And Development Act 2005

POLICY IMPLICATIONS

All relevant policies pursuant to this Town Planning Scheme

FINANCIAL IMPLICATIONS

The development of clear policies have a long term economic resource benefit..

STRATEGIC IMPLICATIONS

The Shire is continuing to consolidate its future strategic directions in accordance with its priorities within its financial frameworks.

VOTING REQUIREMENTS

Simple Majority Required

Date of Report

3 October 2011

Cr Hanscombe returned to Council Chamber at 11.35 AM.

14. BUILDING REPORT

Nil

15. HEALTH REPORT

NIL

16. WORKS REPORT

16.1 WORK MANAGERS REPORT

Author

Works Manager

Disclosure of Any Interest

Nil

Moved Cr Capewell

Seconded Cr Prior

Council Resolution

That the Works Managers report on the activities for the month of November 2011 be endorsed.

5/0 CARRIED

Background

The following report contains a brief description of significant activities, events and issues that were raised during the last month.

Comment

Town

Back filling of kerbs has slowed down and only a few remain to do included with this were some kerb repairs. Tree pruning is still continuing along with the fertilizing program.

The cyclone clean up was completed on the 23rd of November with a large amount of rubbish being collected. This also included a green waste collection.

Storm Water drainage has been inspected and plans to rectify any problems found are being formulated.

The fire breaks around the school and out to town lookout have been cleared ready for the fire season.

The Katrina Marie was dismantled and relocated to the rubbish tip. This was done by Oceanic Salvage under direction by the Department of Transport.

The School Car Park and Barnard Street have had their tack coats applied.

Shark Bay Road

The yearly shoulder maintenance program for the Shark Bay road has commenced. This year is a section from SLK18 through to SKL80 on both sides of the road will be worked on to bring the shoulders up to standard for the Reseal program. This reseal program will also be from SLK18 to SLK 80. The expected completion date is 10Th February 2012.

Monkey Mia Road

Edge patching was completed along the Monkey Mia Road with some repairs also done at the entrance to the Monkey Mia boat ramp car park. Sign and culvert repairs were also undertaken as was a rubbish collection.

Useless Loop Road

The Roads to recovery projects identified on the Useless Loop Rd at SLK 10 for this financial year have been started. There has been some small problems ensuring continuity of service along the Useless loop Rd as the quality of the fill material was not as high as expected and as such led to some problems with compaction. A road inspection was undertaken and although it is in a satisfactory condition at the moment there will be a maintenance grade started before the Christmas break. The sections that have had the trial polymers added are still continuing to withstand the conditions. The results are becoming more and more evident.

Flood Damage Roads

Contractors have finished the flood damage repairs on the Carbla Road and have started on the Woodleigh-Biro Road.

Legal Implications

Nil

Policy Implications

Nil

Financial Implications

Nil

Strategic Implications

Nil

Voting Requirements

Simple Majority Required

Date of Report

21 August 2011

17. TOURISM, RECREATION AND CULTURE REPORT

17.1 COMMUNITY DEVELOPMENT OFFICER REPORT

CO102

Author

Community Development Officer

Disclosure of Any Interest

Declaration of Interest: Cr Cowell

Nature of Interest: Impartiality Interest as has a relationship with the author of the report.

Moved Cr Pepworth
Seconded Cr Prior

Council Resolution

That the Community Development Officer report on the activities for the month of November 2011 be endorsed.

5/0 CARRIED

Précis

The following report contains a brief description of significant activities, events and issues that were raised during the last month.

Comment

Craft

Following the success of the Craft workshops held in October the Shark Bay Arts Council have continued with a weekly get together to produce mascots for the Shark Bay Fishing Fiesta. These mascots will be used in the Festival Parade and then as decoration in the Marquee on the foreshore. A drawing class is also being held each Thursday afternoon at the VMR meeting room for anyone who wants to have a go.

Seniors Week

An outing was held on Wednesday the 8th of November for seniors in Shark Bay. I worked with Julie Robins from HACC to organise fourteen local seniors to be taken to Nanga Bay for the day to interact with Kalbarri's seniors who were visiting the area. They played games of croquet, egg and spoon races and quizzes. Lunch was provided with funding from the Council on the Ageing, HACC donated the cost of use of the bus. Next year it is envisaged that an event will be planned so enable seniors from Carnarvon, Kalbarri and Northampton, as well as Shark Bay to come together.

Red Dog

The Shark Bay film club presented the movie Red Dog on Saturday 19th of November. With over 110 people attending the film night was a great success. The Shire of Shark Bay donated the use of the hall and the cost of hiring the film and also assisted in the promotion of the event. All the funds raised on the night will go back into the film club to ensure more new release movies can be shown in Denham.

Magician

Combined with the Shark Bay Resource Centres 10th Anniversary, the Shire of Shark Bay has engaged a magician to perform at the event. The event will be held on Friday the 25 November and has already had 120 RSVP's. Nibbles and drinks will be provided in the evening.

Citizenship Awards

Advertising for nominations for the Premieres Active Citizenship Awards has been successful as I have received several nominations. These will be collated soon and the winner announced at the Australia Day event in 2012.

Grants – Overview

I received nine applications for the Shire of Shark Bay second grant round for 2011, it has been a good response and is encouraging clubs and not for profit groups to plan for 2012.

Meetings/Training:

- Grant Writing Training
- Gascoyne in May Meeting
- Community Development Officer Network Group
- FESA Training/Meeting
- Gascoyne Development Commission

Legal Implications

Nil

Policy Implications

Nil

Financial Implications

Nil

Strategic Implications

Nil

Voting Requirements

Simple Majority Required

Date of Report

20 November 2011

17.2 THE SHARK BAY WORLD HERITAGE DISCOVERY AND VISITOR CENTRE MANAGEMENT COMMITTEE

1C120

Author

Chief Executive Officer

Disclosure of Any Interest

Nil

Moved Cr Hanscombe
Seconded Cr Cowell

Officers Recommendation

The Shark Bay World Heritage Discovery and Visitor Centre Management committee be disbanded.

Amendment

Reason: The Council felt that the continuation of the committee may have some merit but required a clear and defined Terms of Reference to be established.

Council Resolution

The Shark Bay World Heritage Discovery and Visitor Centre Management committee operation and terms of reference be reviewed in June 2012.

5/0 CARRIED

Background

The Council at the special meeting held on 26 October 2011 discussed the Shark Bay World Heritage Discovery Centre Committee.

The following is an extract from the minutes of the meeting which left the matter on the table

“SHARK BAY WORLD HERITAGE DISCOVERY AND VISITOR CENTRE MANAGEMENT COMMITTEE (ESTABLISHED 26 JULY 2006)

Current Membership –

President, Chief Executive Officer and Centre Manager. “

This Committee includes the following members of the public Mr *D Matthews*, Ms *M Prior* and Ms *K Balcombe* and the local Member for North West *Hon V A Catania MLA*.

The following is an extract of the Council minutes from July 2006 which established the committee.

“Council will be aware that for some time there has been discussion and debate in regard to a management committee being structured for the operations of the Shark Bay Interpretive Centre. This discussion has never formalised into any structure that can provide policy and strategic director for the Interpretive Centre.

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The Centre has been operational now for over six months and is under the direct control of the Chief Executive Officer and Finance and Administration Manager. Staff at the Centre are currently employed on a casual basis and no replacement for the vacant Tourism Marketing Manager's position has been made.

Council could resolve to structure a Committee of Council in accordance with Part 5 Division 2 Subdivision 2 of the Local Government Act 1995 for the Centre to operate with similar functions to that of its current Denham Marine Facilities Management Committee. The Shark Bay Interpretive Centre Management Committee could meet on a quarterly basis and report to Council on the operations of the Centre in accordance with defined policy and strategic direction.

The composition of the Committee should be kept to a workable minimum and could include one to two Councillors (with the Shire President being one of the Councillors) and the Chief Executive Officer (or his delegate), two community/industry members and the local member the Hon Vince Catania MLC, who has expressed a keen interest in being involved and to date provided a great deal of assistance to Council in regard to the Interpretive Centre. In accordance with section 5.8 the establishment of any proposed committee must consist of three or more persons.

Council Resolution

That Council establish the Shark Bay Interpretive Centre Management Committee comprising of two Councillors, the Chief Executive Officer, two community/industry members and the local Member for Mining and Pastoral, Hon V A Catania MLC in accordance with Part 5 Division 2 of the Local Government Act 1995.

Moved Cr Crawford

Seconded Cr Houtt

That Council -

1 Establish the Shark Bay Interpretive Centre Management Committee comprising of the President, Deputy President , Chief Executive Officer, two community/industry members and the local Member for Mining and Pastoral, Hon V A Catania MLC, in accordance with Part 5 Division 2 of the Local Government Act 1995.

2 Call for expressions of interest in the Inscription Post from the community for the two community/industry members.

CARRIED UNANIMOUSLY

The purpose of the committee as contained within the report was set up to provide strategic direction and has due to issues with management lacked defined direction has not been meeting the objectives it was established for. Any recommendation from this committee would as with all committees would need to be presented to the Council for consideration.

As Council is aware there have been issues with the management of the centre and there are ongoing issues in relation to securing a person permanently to the position. Until this position is filled on a permanent ongoing basis the committee will have irregular meetings, but may still serve a function to assist the ongoing operations.

It is unclear as to the reasoning for including the local member on the committee and it may be better served to invite the member to meeting rather than have the position as an official member of the committee.

*Moved Cr Cowell
Seconded Cr Wake*

Officer Recommendation

1 The following Councillors be appointed to the Shark Bay World Heritage Discovery and Visitor Centre Management Committee:

Cr.....

Cr.....

2. The following Shire employees be appointed to the Shark Bay World Heritage Discovery and Visitor Centre Management Committee:

Chief Executive Officer and

Executive Manager Community, Tourism and Economic Development.

3 That expressions of interest be advertised for community members to fill the two positions on the Shark Bay World Heritage Discovery and Visitor Centre Management Committee.

Council agreed to leave this matter on table and that further information be sought in regard to the management agreement of the centre.

Comment

At the Special Meeting of Council held on 26 October 2011 the possibility that there were obligations contained within the funding agreement for the centre were raised. These queries resulted in the matter being left on the table for further research.

Investigations into the funding agreement have established that there is not requirement to have a committee for the operations of the centre. A committee was required whilst the building was under construction in accordance with the funding agreement. The establishment of the committee was an initiative of the Council and was set up to assist with the strategic direction of the centre. Based on the information contained within the minutes of meetings the focus has predominately been on the ongoing operational components of the centre.

There was some input into the Business Marketing Plan; however the majority of discussions centred on issues that should have been the responsibility of the Manager under the direction of the Chief Executive Officer and Council. While there may be some advantages to have community involvement in the strategic direction of the centre, the previous committee appeared not to be achieving this primary objective.

It is recognised in the Business Marketing Plan that the business case that was developed in support of the establishment of the centre in the first instance was optimistic, and marketing strategies to improve the ongoing operations may be in competition with existing business.

As indicated in the business plan there has been ongoing issues relating to the management of the centre and the competent implementation of any business plans associated with the operations. The continuation of the committee may assist the operations to some degree if it was focussed on the original intent of strategic focus.

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There will also be a greater requirement on the new Executive Manager and Centre Manager to competently put in place previous business and marketing plans to assist the effective and efficient operations of the centre.

The introduction of a committee specific to the centre in addition to the Council may assist the strategic direction to some degree; however any committee should have clearer guidelines to ensure that the areas of responsibility do not become blurred. There is also the proposal that this committee and the tourist committee become one committee. This proposal is still being explored and it may not be beneficial to reconvene this committee until some further work has been undertaken into the overall objectives of the proposed joint committee.

It would be my recommendation that this committee be disbanded at this stage until such time as the Council has in place sufficient staffing levels and has reviewed the terms of reference of any proposed committee structure.

Legal Implications

Nil

Policy Implications

Nil

Financial Implications

Nil

Strategic Implications

Nil

Voting Requirements

Simple Majority Required

Date of Report

24 November 2011

Council adjourned the meeting at 12.09 pm

Council reconvened at 12.49 pm with all Council members present.

17.3 RESERVE 46663 LOCATION 119 - CAPE INSCRIPTION LIGHTHOUSE KEEPERS QUARTERS
RES46663

Author

Chief Executive Officer

Disclosure of Any Interest

Nil

Moved Cr Hanscombe
Seconded Cr Pepworth

Officers Recommendation

A. That the Department of Lands Administration be advised the Council wishes to relinquish the vesting of Reserve 46663 Location 119 comprising the Cape Inscription Lighthouse Keepers Quarters to the State Government at the completion of the current funding project.

OR

B. That the vesting of Reserve 46663 Location 119 be retained with the Shire of Shark Bay and the Council advise appropriate State agencies of its long-term objective for usage for the Lighthouse Keepers Quarters and associated infrastructure.

Moved Cr Hanscombe
Seconded Cr Pepworth

Amendment

Reason: To ensure that its objective was stated and that external funding was ongoing for the maintenance of the building and surrounds.

Council Resolution

That the vesting of Reserve 46663 Location 119 be retained with the Shire of Shark Bay and Council advise appropriate State agencies its long-term objective for the Lighthouse Keepers Quarters is as a self guided interpretive centre which requires an ongoing maintenance budget from the State Government.

5/0 CARRIED

Background

Dirk Hartog Island is within the boundary of the Shark Bay World Heritage area, which was listed in 1991.

The Dirk Hartog landing site of 1616 and the Cape Inscription area was included on the National Heritage list in 2006.

Cape Inscription Lighthouse Keepers Quarters is listed on the Heritage Council of Western Australia's Register of Heritage Places and is listed on the Shire of Shark Bay's Municipal Inventory of Heritage Places.

The Cape Inscription Lighthouse Keeper's Quarters are situated on Reserve 46663 Location 119 which is currently vested with the Shire of Shark Bay

Restoration works were undertaken in 2006 which was phase one of a staged program of works that appears to have been commissioned at the instigation of the original Dirk Hartog committee. Mr John Taylor, historical architect, was commissioned to establish the programme with an expected outcome intended to restore the buildings to their original form as far as possible to ensure the longevity of the structure for future generations.

Funding for stage one was provided by Lotterywest in the 2005/2006 financial year and utilised to re-roof the building. However, subsequent funding applications to this body and the Commonwealth Government were unsuccessful until the receipt of the current grant.

The Council has recently been successful in obtaining a Federal Government grant of \$160,483.64 under the National Historic Sites funding for the second stage of the restoration of the building. This grant was contingent upon the Council providing matching funding.

The Premier's Office, through the Dirk Hartog Commemoration Committee, was then approached to provide matching funding to assist the Council and this was forthcoming.

Comment

The Shire of Shark Bay was granted a Management Order in October 2001 for Reserve 46663 Location 119 which has the following conditions attached:

To be used for the designated purposes of Heritage precinct only

1. A Management Plan under section 49 of the Land administration act 1997 is to be prepared in consultation with the Heritage Council,
2. Conservation and Land Management and all relevant agencies and interested parties within two years issue of the management order.

The Council has endorsed the Cape Inscription Reserve 46663 Management Plan 2010, which includes the following extract.

"16. LIGHTHOUSE KEEPERS QUARTERS

The Lighthouse Keepers Quarters are located on Reserve 46663 as well as a storehouse, oil store and 20,000 gallon tank.

A Conservation and Management Plan for Cape Inscription Lighthouse Keepers Quarters, Dirk Hartog Island was prepared for the National Trust by Palassi Architects in 1996.

The lighthouse and quarters built at Cape Inscription in 1908/09 are significant for their association with the development and operation of the coastal navigation system in Western Australia in the early 20th century, and in particular the manned operation of remote lighthouses and the living and working conditions experienced by light keepers posted to remote stations.

The lighthouse and light keepers quarters were constructed at the same time, together with a jetty at Turtle Bay and a tramway to the lighthouse, used to bring in supplies and equipment. The quarters are of concrete and were for

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two men. A 20 000 gallon underground water tank was also constructed. The lighthouse keepers quarters were abandoned when the lighthouse was automated in 1917, after an acetylene lantern was fitted.

Statement of Significance

The Conservation and Management Plan for Cape Inscription Lighthouse Keepers Quarters, Dirk Hartog Island (1996) grades the heritage significance of various elements within the Cape Inscription site. The Quarters are identified as having considerable heritage significance in this document.

The historical and archaeological features of the Cape Inscription area make it a site of national and international significance.

The Cape Inscription area was placed on the National Heritage List in April 2006 as having outstanding heritage value to the nation because of the area's importance in the course, or pattern of Australia's natural or cultural history. In this context, the heritage values of the Lighthouse Keepers Quarters are an important element of the values associated with Cape Inscription.

Restoration and work completed up to 2009

Lottery West funded restoration work at the Lighthouse Keepers Quarters. That work was completed in August 2005 and included new timber roof framing, corrugated galvanized iron roofing and guttering and ceilings over the Quarters, consistent with the original Public Works Department design in accordance with the Burra Charter.

The Shire of Shark Bay also completed a tender process to assist in costing further works at the site. There have subsequently been two unsuccessful applications to the former Commonwealth Department of Environment and Heritage for funding to complete the Conservation Plan.

Restoration work to be completed

The Conservation and Management Plan details the restoration of the floor, doors and windows. It is a priority that the refurbishment of the Quarters be completed to lock up stage to ensure ongoing security of the building and to protect the investment already made in restoration.

For cost effectiveness and efficiency through integration of the various elements of the project, it is highly desirable that all the work identified in the Conservation and Management Plan be completed concurrently under a single contract.

Existing use of the Lighthouse Keepers Quarters

The Lighthouse Keepers Quarters have been used in the past by DEC staff and volunteers undertaking research activities near Cape Inscription. These activities have included monitoring the loggerhead turtle rookery at Turtle Bay and adjacent beaches and also monitoring humpback whales on their annual migration along the west coast.

During those research field trips, all necessary amenities such as electricity generators and portable chemical toilets are taken to the site and removed from the site at the conclusion of the field trip.

The continued use of the site as a research facility, until such time as further restoration allows alternative uses, is an appropriate use of the site.

Future use of the Lighthouse Keepers Quarters

The site analysis and concept plan for the area incorporating the Lighthouse Keepers Quarters identify a number of options for future use of the Quarters.

These include:

- ❖ Restore and adapt as a small interpretation centre;*
- ❖ Restore and adapt for use as tourist accommodation;*
- ❖ Restore and adapt for use as ranger/warden accommodation.*

The details are provided with the maps, however in summary, restoration of the buildings to enable them to be occupied will present issues of cost for provision of amenities such as electricity, water and waste management and potential issues of heritage constraints with the restoration work.

The simplest outcome following restoration will be to utilise the building as an interpretive centre for the site as this will not require the provision of amenities that are needed for accommodation purposes.

Consideration of these options for use will occur as restoration work continues and patterns of visitation to the area develop. Obtaining funding for the restoration of the Quarters is critical to ensure that the investment that has been made so far is not lost.

Recurrent maintenance budget requirements

Restoration of the Quarters places an onus on the Shire to ensure a maintenance program is established for the building. Council will need to consider an annual budget allocation for the upkeep of the Quarters and associated infrastructure.”

“16 – Lighthouse Keepers Quarters – Actions

- 1. Continue to restore the historic buildings and infrastructure associated with the lighthouse and quarters in accordance with relevant conservation management plans;*
- 2. Ensure any proposed developments do not have a detrimental impact on the historic character of the Cape Inscription area;*
- 3. Actively seek funding to enable restoration of the Lighthouse Keepers Quarters to continue;*
- 4. Shire of Shark Bay to consider an annual recurrent budget allocation for maintenance of the Lighthouse Keepers Quarters.”*

The Council resolution was that any restoration works would only be undertaken when sufficient resources became available.

The Management Plan considers that the building would require funding allocations from the Shire’s funds on an annual basis in conjunction with grant funding applications to ensure the building was maintained in a an appropriate manner.

There is funding available for conservation works on an annual basis through a competitive application process via the heritage grants program. These grants are for up to \$100,000 and the applicant is required to contribute matching funding.

The ability to generate income from the building in the short and long term would be limited by the level of restoration that is undertaken and the isolated environment.

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The introduction of visitor fees to the building would require administrative costs to administer which may negate the amount collected.

The inaugural meeting of the Dirk Hartog Island Committee (copy attached) referred to a proposed project to include the following;

“Restore the lighthouse keeper’s quarters of 1910 as close as possible to their original state, for use as a visitor’s centre and museum, a caretakers quarters and use by CALM staff.”

It was also noted in the minutes under sources of funding the following;

No specific proposal for funding and sources of the funding were put forward. It was agreed the proposal be implemented progressively as funds become available. All were agreed that this project is of such importance that funding should not be a major problem.

It is interesting to note that though the Council had representation through the previous president, this committee was not a standing committee of Council yet was discussing matters specific to a reserve which is vested in the Shire of Shark Bay.

In a report to the Council in December 2003 it was recorded that ;

*“The Committee **is not** a Standing Committee of Council and was formed originally on recommendation by the Shire of Shark Bay to the (then) Premier and relevant Minister with Dr Phil Playford recommended as Chair.”*

Any decisions of this committee were not binding on the Shire and would have required Council approval before being implemented and any funding applications or works undertaken would have needed the approval of the Council as the body responsible for the undertaking of works and /or securing any additional funding required. The Council currently has grant funding to undertake works associated with stage two of the project and needs to consider any future requirements or desire to maintain the building to its restored state.

The Council also needs to consider if the vision that was discussed at the inaugural Dirk Hartog Committee in 2003 and repeated through the Management Plan is the desire of the current Council. Although the Management Plan has been in place and the building restoration had been discussed since 2003 there is no indication that Council funding has been allocated to the building on an annual basis. This would have been required to ensure that after any restoration works, follow up inspections and remedial works were undertaken to prevent any further deterioration.

The Council, if it wishes to maintain the building in accordance with the original concept in 2003 and the Management Plan, would need to ensure that funding is included in future budgets and that grant funding is actively sought to offset any expenditure.

The ongoing expenditure required for the maintenance of the building would be an impost on the Council’s resources that may not provide any significant benefit to the community of the Shire of Shark Bay. In the event that the Council resolved to restore the quarters as close as possible to the original state, significant additional funding would have to be allocated to finalise the restoration project. There would also be costs associated with the fit out to a visitors centre and museum which would have to be investigated.

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The use of the building as caretaker's quarters would require substantial investigation and would require the Council to source either an employee or a volunteer as a caretaker. The use of the premises by Department of Environment and Conservation (DEC) staff would also have to be with the agreement of the relevant State Government Department.

The Council should also consider the option of relinquishing the management of the reserve and building to the State, given the majority of the island is a national park and Department of Environment and Conservation has responsibilities to maintain other infrastructure on the island. The relinquishing of the building and reserve would devolve the Council of any responsibilities associated with the reserve or the building but the ability of the Council to influence or control future activities on the reserve would be significantly compromised.

The Council would need to consider the long term consequences of both retaining or relinquishing the vesting of the reserve as the implications of either action could be significant.

"22.2 DIRK HARTOG ISLAND - DIRK HARTOG ISLAND COMMITTEE FOR 'DIRK HARTOG AND THE LAND OF THE EENDRACHT' - PART OF 'AUSTRALIA ON THE MAP' CELEBRATIONS 2006 HI 100.01

Author

Chief Executive Officer

Disclosure of Any Interest

Nil.

Background

Notes from the inaugural meeting of the Dirk Hartog Island Committee were forwarded to all Councillors for information. The notes are appended below.

Council needs to look at the overall role of this Committee and use it to attract funding for the restoration works at Cape Inscription.

The Shire President has been requested to be a member of this Committee.

DIRK HARTOG ISLAND COMMITTEE

The inaugural meeting of the Dirk Hartog Island Committee was held from 2.00 pm to 3.30 pm on Tuesday 4 November at Mineral House, 100 Plain Street, East Perth.

1 Attendance

Mark Hook, Graeme Henderson, Stephen Carrick, Tom Vanderveldt and Phil Playford. Apologies were received from Les Moss (represented by Mark Hook), Ian Baxter (represented by Stephen Carrick) and Hugh Edwards.

2 Outline of proposed project

The project, entitled 'Dirk Hartog and the Land of the Eendracht' is to form part of the 'Australia on the Map' Celebrations, planned for 2006 to coincide with the 400th anniversary of the discovery of Australia by Europeans, when Willem Jansz of the Duyfken charted the west side of Cape York Peninsula in 1606.

It is proposed that one of the main events (probably the major event) in Western Australia will be the project on 'Dirk Hartog and the Land of the Eendracht'.

A PowerPoint presentation was given outlining the history of the area and steps needed to achieve the following objectives, which were agreed by the Committee.

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- 1 *Bring to the attention of the public the importance of Dirk Hartog's discovery in 1616 of the west coast of Australia. That newly discovered land was soon recognised internationally as forming part of a major landmass that was named 'The Land of the Eendracht'. This was the first name to be applied to Australia as a whole and it was used by the VOC (the 'United East India Company', commonly known as the 'Dutch East India Company') for more than 150 years. Indeed it was Dirk Hartog's discovery that put 'Australia on the map' for the first time, and Dirk Hartog's famous plate is the oldest surviving record of a European landing in Australia. On the other hand Willem Jansz regarded the land he had discovered as part of New Guinea, and his view was accepted for many years.*
- 2 *Construct an airstrip at an appropriate location near the north end of Dirk Hartog Island and make suitable arrangements to allow day visits using air transport by members of the public, to view the historic localities at Cape Inscription, Turtle Bay and Dampier Landing. At present these localities, arguably the most important group of historic sites in Australia, are inaccessible for most tourists.*
- 3 *Install replicas of Dirk Hartog's and Willem de Vlamingh's plates and posts of 1616 and 1697 in the 'cleft in the rock' at Cape Inscription, together with a replica of Emanuel Hamelin's post of 1802 and Phillip Parker King's nailed inscription of 1822. Also install appropriate supplementary plaques on the Cape Inscription Lighthouse and plaques to mark François de St Alluarn's proclamation site of 1772 and William Dampier's landing and plant collection site of 1699.*
- 4 *Restore the Lighthouse Keepers' quarters of 1910 as close as possible to their original state, for use as a visitors' centre and museum, a caretaker's quarters, and use by CALM staff. The original drawings and specifications of the quarters are still preserved and can be utilised for the planned reconstruction. The concrete walls of the quarters are still in good condition and can readily be used with minimal repair*

3 Matters discussed in connection with the proposal

Tenure and Heritage Factors

The Lighthouse Keeper's quarters are vested in the Shire of Shark Bay; the Reserve covering the northern end of Dirk Hartog Island (No 14918) and other smaller Reserves surrounding the lighthouse and quarters are also vested in DOLA. The Shire of Shark Bay has recommended to the Minister that these Reserves should all be vested in the Shire. Relevant maps showing the Reserves are attached to these minutes.

The Heritage Council has placed the Cape Inscription Lighthouse and Quarters in its Register of Heritage Places, and Laura Gray is preparing a heritage report on the area, which should be available shortly.

The Government has announced that the pastoral lease covering Dirk Hartog Island will not be renewed, and it is hoped that agreement will be reached for resumption of the lease in the near future. It will then become a National Park, vested in CALM, and may prove to be the most important nature reserve in Western Australia.

Role of the Shark Bay Shire

The role of the Shark Bay Shire will be crucial to success of the project. The Shire will be willing to provide relevant equipment and some of the personnel needed to accomplish the objectives outlined above.

Role of the Heritage Council

The Heritage Council will need to be consulted on any proposals affecting the Cape Inscription area covered by its Register of Heritage Places. Other Authorities that will need to be consulted included CALM and the Maritime Museum.

Lighthouse Keepers' Quarters

It was agreed that restoration of the Lighthouse Keepers' Quarters should be given a very high priority. However, other aspects of the project can be implemented at an earlier date, especially providing for day visits to the area by the public.

Tramway

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The tramway that once existed between the lighthouse and Turtle Bay should be restored, preferably at the same time as restoration of the quarters takes place.

Quantity Survey

Preparation of a quantity survey required for restoration of the quarters is part of the brief given to Laura Gray.

The architectural evaluation prepared for the Heritage Committee by the Royal Australian Institute of Architects indicates that restoration of the quarters will cost about \$600,000, some other costs will be about \$7,500, and estimates of additional costs will require further study.

The general view expressed at the meeting was that it seems unlikely that restoration of the quarters and tramway, installation of an airstrip and commemorative plaques, and provision of facilities needed for day visits can be achieved for less than \$1,000,000.

Road

A view was expressed that road construction will be needed to Cape Inscription from Dampier Landing (once used to take ashore a Duck vehicle for maintenance of the lighthouse). This Landing may be suitable for unloading materials required for restoration in the area.

Another road will be needed from the airstrip to Cape Inscription.

Airstrip

Construction of an airstrip should be given a high priority. In selecting the site for a strip it will be necessary to choose one that will have the least impact on the environment, while providing a suitable substrate. Geological advice will be needed in this regard.

Barge

The need for a suitable barge to take materials from Denham to the Island was discussed. This matter is under consideration by the Shire. High priority will be given to transporting to the Island an appropriate vehicle, a bulldozer (to construct the airstrip) and mobile accommodation for workers.

Replica Plates and Posts

The need for replica plates and posts was discussed. No problem is envisaged in having these made and installed. It will not be feasible for them to be put securely in place until there is a caretaker in residence at Cape Inscription.

Sources of Funding

No specific proposals for funding and sources of that funding were put forward. It was agreed that the proposal can be implemented progressively as funds become available. All were agreed that this project is of such importance that funding should not be a major problem.

Membership of the Committee

The present Committee consists of Les Moss, Ian Baxter, Graeme Henderson, Tom Vanderveldt, Hugh Edwards and Phil Playford (acting as Chairman and Secretary). It was agreed that there is also a need for an appropriate architect to join the Committee. Phil Playford will approach John Taylor to determine whether he will be willing to accept appointment.

It was also agreed that there was need for representation by Conservation and Land Management on the Committee. Phil Playford will discuss this matter with a senior staff member of Conservation and Land Management.

Chairman and Secretary

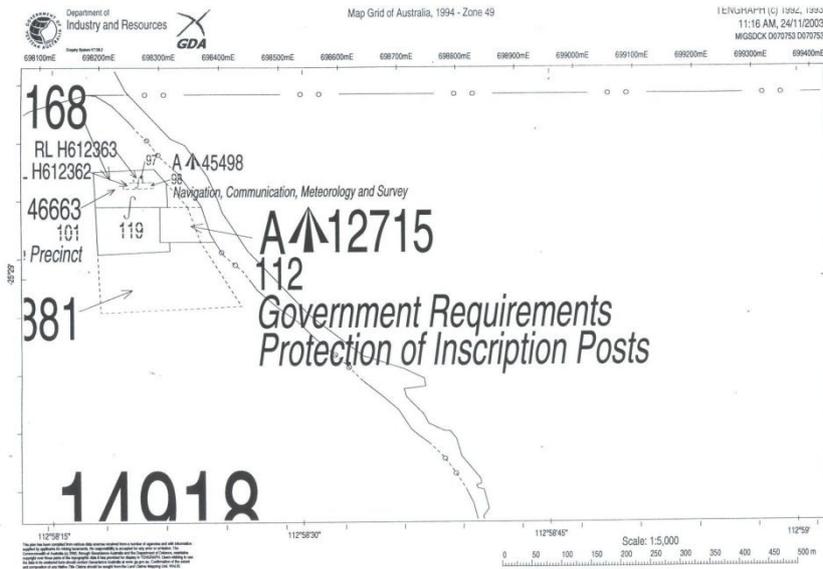
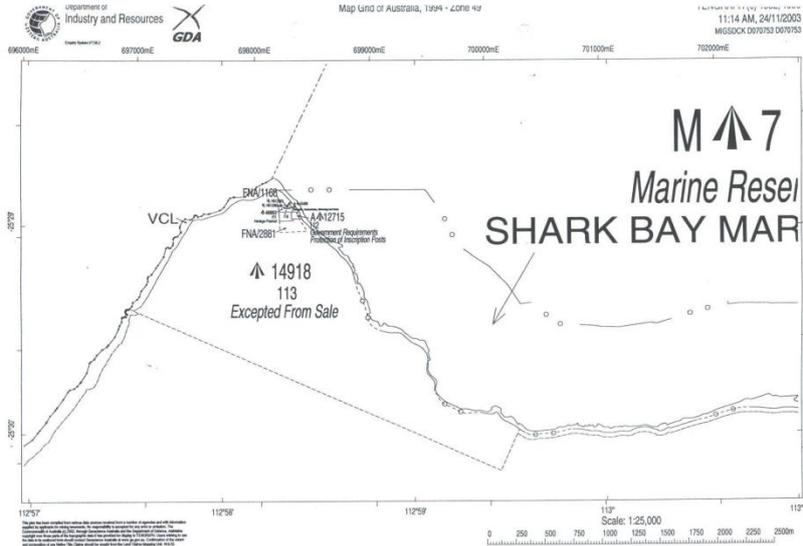
It was agreed that the appointment of a permanent Chairman and a Secretary would be deferred to the next meeting.

Next Meeting

The next meeting of the Committee will be held at a time when most members are able to attend.

ORDINARY COUNCIL MINUTES

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Comment

This Committee will certainly help to attract funding for Cape Inscription.

Legal Implications

Nil.

Policy Implications

Nil.

Financial Implications

Unknown at this stage.

Strategic Implications

Restored historical buildings.

Recommendation

That the Shire President be Council's representative on the Dirk Hartog Island Committee.

Voting Requirements

Simple Majority Required.

Signature

Chief Executive Officer

Date of Report 16 December 2003

Moved Cr

Seconded Cr

That the recommendation be adopted."

Legal Implications

Nil

Policy Implications

Nil

Financial Implications

The Council has \$320,967 to be expended upon the lighthouse keeper's quarters for the second stage of restoration. As indicated in the report put to Council in October 2011 the initial estimated costs to undertake the works in the second stage were in excess of \$437,481. Significant additional funding would be required to complete the building to a habitable standard.

There is also the whole of life costs to consider once the restoration project to a certain stage is finalised. The Council did not budget any funds to maintain the building, following the restoration project in 2005. It is difficult to estimate the costs associated with regular maintenance to the building at this stage as it would be dependent upon the level to which the building is restored and the ultimate use of the building.

However, given the harsh and isolated environment in which the building is situated, it could be anticipated that annual maintenance costs would be significant. There may be grant funding available to assist the Council on a regular basis but this could not be guaranteed.

Strategic Implications

The building has significant strategic implications as it may be an important tourism drawcard that could build on the economic prosperity of the region.

Voting Requirements

Simple Majority Required

Date of Report 24 November 2011

18. MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

NIL

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

Moved Cr Pepworth
Seconded Cr Hanscombe

Council Resolution

That Council accept the tabling of Urgent Business 19.1 Financial Assistance Donations Round 2 – 2011-2012.

5/0 CARRIED

19.1 FINANCIAL ASSISTANCE DONATIONS ROUND 2 – 2011-2012

Author

Community Development Officer

Disclosure of Any Interest

Disclosure of Interest: Cr Prior

Nature of Interest: Impartiality Interest as a member of the Bowling Club which is seeking a grant

Disclosure of Interest: Cr Cowell

Nature of Interest: Impartiality Interest and a Financial Interest as Secretary and Member of Shark Bay Pistol Club and author of grant submission.

Cr Cowell vacated the chair and left the Council Chamber at 1.43pm.
Cr Hanscombe assumed the Chair.

Moved Cr Capewell
Seconded Cr Pepworth

Officer Recommendation

That Council approve the following financial assistance for round 2 of the 2011/2012 Donations and Financial Assistance Program.

1) An amount of \$6,000 be granted to the Shark Bay School for the hire of the Community Bus throughout 2012.

2) An amount of \$410 be granted to the Shark Bay Bridge Club to assist with photocopying and venue hire.

3) An amount of \$5,000 be granted to the Shark Bay Fishing Club for photocopying, fireworks and marquee hire for the Shark Bay Fishing Fiesta.

- 4) An amount of \$2,000 be granted to the Borneo Exhibition Group Inc (Shark Bay Committee) to assist with taking students to Sandakan for ANZAC Day 2012.
- 5) An amount of \$751 be granted to the Australian Shukokai Karate Association – North West Branch for venue (Shire Hall) hire.
- 6) An amount of \$2,885 be granted to the Shark Bay Bowling Club for office equipment (laptop, printer and office chair).
- 7) An amount of \$6,000 be granted to the Shark Bay Arts Council for an Art Exhibition, workshops and events at the Fishing Fiesta and a Shows on the Go performance.
- 8) An amount of \$1,250 be granted to the Boolbardie Country Club Inc to purchase floor coverings for the kitchen and bar area.
- 9) An Amount of \$1,250 be granted to the Shark Bay and District Men's Shed for advertising and to cover the fees for the organisation to become incorporated.
- 10) An amount of \$3,000.00 be granted to the Shark Bay Pistol Club for a new generator.

Amendment

Reason: Shark Bay Bowling Club be requested to provide further information to substantiate their financial assistance application as it does not fit the criteria of the financial assistance policy.

Council Resolution

That Council approve the following financial assistance for round 2 of the 2011/2012 Donations and Financial Assistance Program.

- 1) An amount of \$6,000 be granted to the Shark Bay School for the hire of the Community Bus throughout 2012.
- 2) An amount of \$410 be granted to the Shark Bay Bridge Club to assist with photocopying and venue hire.
- 3) An amount of \$5,000 be granted to the Shark Bay Fishing Club for photocopying, fireworks and marquee hire for the Shark Bay Fishing Fiesta.
- 4) An amount of \$2,000 be granted to the Borneo Exhibition Group Inc (Shark Bay Committee) to assist with taking students to Sandakan for ANZAC Day 2012.

5) An amount of \$751 be granted to the Australian Shukokai Karate Association – North West Branch for venue (Shire Hall) hire.

6) An amount of \$6,000 be granted to the Shark Bay Arts Council for an Art Exhibition, workshops and events at the Fishing Fiesta and a Shows on the Go performance.

7) An amount of \$1,250 be granted to the Boolbardie Country Club Inc to purchase floor coverings for the kitchen and bar area.

8) An Amount of \$1,250 be granted to the Shark Bay and District Men’s Shed for advertising and to cover the fees for the organisation to become incorporated.

9) An amount of \$3,000.00 be granted to the Shark Bay Pistol Club for a new generator.

10) That the Shark Bay Bowling Club Inc be requested to provide further information to substantiate their financial assistance application for Council to consider this application further as it currently does not fit the criteria of the financial assistance policy.

4/0 CARRIED

Précis

This report discusses applications received for the October round of the 2011/2012 Donations and Financial Assistance Program. It is the intention of this report to make the following recommendations to Council.

Background

A total of ten applications for the Shire of Shark Bay Donations and Financial Assistance grants have been received for the October round of funding (round 2).

The purpose of these donations is to encourage community based organisations to provide services and projects to enhance development of the Shark Bay community.

The program is promoted within the community and the applications are then considered by council in May and October each year. Applications are assessed in accordance with the funding guidelines and selection criteria.

Organisations with charitable objectives and community based non-profit groups and/or schools providing a direct service to the local community that contributes to its well being are eligible to apply.

The funding categories are as follows. However, new and innovative projects will also be considered.

Photocopying contra Annual allocation of \$3,000
applicants can apply for no more than 25% of the annual allocation (\$750)

Hall contra Annual allocation of \$2,500
applicants can apply for no more than 10% of the annual allocation (\$250)

Bus Hire contra Annual allocation of \$4,000
applicants can apply for no more than 25% of the annual allocation (\$1,000)

Cash donation Annual allocation of \$5,000

applicants can apply for no more than 25% of the annual allocation (\$1,250)

Sporting Club Assistance Annual allocation of \$6,000
applicants can apply for no more than 25% of the annual allocation for cash donations or no more than 50% of annual allocation for in-kind donations i.e. Shire plant or labour hire (\$1,500)

Community Events Annual allocation of \$18,500
applicants can apply for no more than 25% of the annual allocation for cash donations or for in-kind donations i.e. Shire plant or labour hires (\$4,625)

Youth Projects and Programs Annual allocation of \$5,000
applicants can apply for no more than 25% of the annual allocation for Youth Projects or no more than 50% of the annual allocation for Youth Programs (\$1,250)

Senior Projects and Programs Annual allocation of \$5,000
applicants can apply for no more than 25% of the annual allocation for Senior Projects or no more than 50% of the annual allocation for Senior Programs (\$1,250)

Historical Projects Annual allocation of \$5,000
applicants can apply for no more than 50% of the annual allocation (\$2,500)

Business Associations Annual allocation of \$6,000
applicants can apply for no more than 50% of the annual allocation (\$3,000)

Applicants are encouraged to consider and ensure that their applications meet the following criteria:

- Applicant must be a non-profit organisation.
- Applicant must ensure that the community will benefit from the donation.
- Organisations must be an elector or operate in Shark Bay and the Gascoyne district with preference to electors of the Shire of Shark Bay.
- Donation requests previously funded will be given low priority.
- No organisation will receive more than guideline percentage of the total financial assistance/ donation category expense budget.
- All donations require an annual acquittal.
- Applicants must be able to demonstrate attempts to source other relevant funding.
- No application will be considered outside of the allocated time frames.
- All submissions will be in respect of the determined financial year's budget only.
- Organisations that demonstrate their own fundraising attempts will be favourably considered.
- The Council reserves the right to accept or reject any submissions.
- Unexpended funds must be returned to the Shire of Shark Bay at year end

Comment

Council has received ten applications for the current round of funding. The details of the applications received for this round are as follows:

Shark Bay Fishing Club Inc.

Amount requested: \$5,000
Photocopying contra: \$500
Funding category: Community Events \$4,500
Project title: Shark Bay Fishing Fiesta 2011

The Shark Bay Fishing Club is a not-for-profit organisation that has been in operation for seventeen years. The Fishing Fiesta is an annual community event that runs for seven days in the month of May, which is the shoulder season for tourism. The event is an opportunity for all not-for-profit organisations to hold and participate in fund-raising activities held throughout the week. Run by a handful of volunteers, the Fishing Fiesta encourages other organisations to supply evening meals, entertainment and activities, whilst the Fishing Club provides the major entertainment on the opening and closing nights, weigh ins and bar facilities every day. The Fishing Fiesta provides an opportunity for all community organisations to fundraise.

The Fishing Fiesta provides a program of activities for the week that may include the 'Kids Fun Day', Can Regatta, boat parade, quiz night, bingo, talent show, auction, etc, as well as the daily fishing competition.

The Department of Fisheries are very involved with the Fiesta, with boat inspections on registration day and daily checks on returning participants and their catches. The committee work closely with Fisheries to ensure that all participants are well educated in the Shark Bay fishing regulations and that wastage is kept to an absolute minimum.

The Fishing Club is seeking funding to assist in the running of this annual event. The funds will be directed to providing the popular fireworks and the hire of the marquee and equipment. The Fishing Fiesta is a popular event with locals, tourists and visitors many of which come to Shark Bay each year to join the fishing competition. The Fiesta is developing and growing each year, with the committee keen to move the event away from just a fishing competition towards a family friendly community event. The Fishing Fiesta committee have aligned themselves with Country Arts WA, the Exmouth, Carnarvon and Upper Gascoyne Shires in an effort to hold the second Gascoyne in May in 2012. Working with the Gascoyne Regional Arts Development Officer, the Shires have submitted a combined grant application to Country Arts WA, Projects and Residencies, for funding to bring The Chipolatas (a high energy, world renowned circus act) to the Gascoyne. The Fishing Fiesta will start the month, followed by Carnarvon's Tropical Festival and Exmouth's Whale Shark Festival.

It is recommended that Council grant an amount of \$5000 to the Shark Bay Fishing Club to assist in the running of the annual Shark Bay Fishing Fiesta.

Shark Bay School

Amount requested: \$6,000.00
Funding category: Bus hire
Project title: 2012 School Excursions

The Shark Bay School has requested waiver of the hire fees for use of the community bus, up to \$6,000.00.

The bus will be used to transport students to events such as Country Week 2012, swimming lessons and events, arts and culture and school camps. The waiver of the hire fee will enable the school to budget for extended trips away that the cost of the bus hire would normally use.

All excursions (any school-based activity conducted off school premises which is organised and supervised by teachers employed by Department of Education and which has gained appropriate approval and is managed in accordance with Department of Education policies and procedures) allow for students to experience a learning environment that is unique and can considerably contribute to their understanding, skills and attitudes. As such, excursions can form an integral part of a learning program to reinforce learning experiences. Excursions are to be considered an integral part of the school's program and link to the schools priorities and plans.

In 2011 school students participated for the first time in an Interschool Swimming Carnival held in Carnarvon. Students participated in training sessions after school and performed well in all events on the day. This gave them not only a new experience but also assisted to raise confidence in the water and boost self-esteem.

The Shark Bay School applied for an amount of \$8,000. This has been reduced to \$6,000 in line with the donations policy.

It is recommended that Council grant the Shark Bay School an amount of \$6,000.00 for the hire of the Community Bus.

Shark Bay Arts Council Inc

Amount requested: \$6,000.00

Funding category:	Community Events	\$2,950.00
	Photocopying	\$300.00
	Venue Hire	\$250.00
	Youth Projects	\$1,250.00
	Senior Projects	\$1,250.00

Project title: Shark Bay Arts Council 2012 Events

Shark Bay Arts Council has been in operation for twenty four years, providing numerous successful events, activities and opportunities to the community of Shark Bay over the years.

Projects include an Art Exhibition/Competition to be held in March 2012, local and community workshops throughout the year to make the most of the local talent and skills in the area. The Shark Bay Arts Council will also assist the Shark Bay Fishing Fiesta in developing a program for the community event. The Shark Bay Arts Council are again planning an Art and Craft Fair to coincide with the October School Holidays.

The Shark Bay Arts Council would like to further assist the community with any other events that are organised in the area through the Regional Arts Coordinator and the Community Development Officer.

The Shark Bay Arts Council applied for an amount of \$7,650. This has been reduced to \$6,000 in line with the donations policy.

It is recommended that Council grant an amount of \$6,000.00 to the Shark Bay Arts Council to assist with presenting events in Shark Bay.

Shark Bay Bowling Club

Amount requested: \$2,885.00
Funding category: Cash Donation \$1,250.00
Sporting Club Assist \$1,635.00
Project title: Office Equipment for the Bowling Club

The Shark Bay Bowling Club is one of Shark Bay's most successful clubs, providing recreational, competition and social opportunities all year around for community members and visitors. This well established club has been operational for twenty years, with a membership of over eighty.

There can be up to 100 bowlers on a particular day, many of whom are over the age of 50 years.

The Shark Bay Bowling Club request funding for a new computer to assist with the everyday function of the Club. The Club needs to upgrade its equipment to be in line with other community organisations in the area. The Shark Bay Bowling Club have been using antique office equipment for some time and the grant will allow the club to continue to function and be a valuable service in the community. The Club provides local community members the opportunity for exercise and socialising.

It is recommended that Council grant an amount of \$2,885.00 to the Shark Bay Bowling Club to assist with the purchase of new office equipment.

Boolbardie Country Club

Amount requested: \$1,250.00
Funding category: Cash Donations \$1,250.00
Project title: To replace the floor coverings in the kitchen and bar area.

The Boolbardie Country Club has been in operation for forty five years, providing local residents and visitors golfing facilities and a venue for social functions. With thirty five members and visitors, the Boolbardie Country Club is a popular venue operated by committed volunteers. Due to the harsh environment, the golf club is in constant need of maintenance and the volunteers work hard to keep the course at a good standard. The funding will be used to purchase new flooring for the bar and kitchen area. Refurbishment of the Kitchen and Bar will complete the plan of ensuring the club house asset is preserved for future members and residents.

It is recommended that Council grant an amount of \$1,250.00 to the Boolbardie Country Club for vinyl floor coverings for the bar and kitchen area.

Shark Bay Bridge Club

Amount requested: \$410
Funding category: Photocopying \$210
Venue Hire \$210
Project title: Venue Hire and Photocopying 2012

The Shark Bay Bridge Club has been in operation for twenty plus years, providing an opportunity for local residents and visitors to play Bridge in a social, comfortable environment. The Club members are pro-active in developing their club and keen to share their hobby with interested people. The Bridge Club provides mental stimulation and social interaction to older members of the community.

It is recommended that Council grant the Shark Bay Bridge Club an amount of \$410 to cover the costs of venue hire and photocopying.

Borneo Exhibition Group Inc. (Shark Bay Committee)

Amount requested: \$2,000.00
Funding category: Cash Donation \$,1000.00
Youth Projects \$1,000.00
Project title: Borneo Exhibition 2012

Funds will assist to cover costs of a student and guardian to participate in a memorial tour to Sandakan and other sites significant to the ANZAC Day Dawn Service. The Students will attend the service at memorial park which is the site of the prisoner of war camp in Sandakan.

The Scholarship funds will cover the cost of travel and accommodation; it will also cover some meals. The estimated cost of the scholarship to the committee is approximately \$6,600.00

It is recommended that the Council grant the Borneo Exhibition Group Inc. An amount of \$2,000.00 to assist with costs associated with flying a student and their guardian to Sandakan.

Australian Shukokai Karate Association – North West Branch Inc.

Amount requested: \$751.00
Funding category: Hall Hire \$751.00
Project title: Hall Hire Fees – Karate 2012

The Australian Shukokai Karate Association – North West Branch Inc. Has been operating in Shark Bay for the past eleven years. Over this time they have attracted many children and adults to the sport.

The organisation provides the opportunity for social interaction as well as learning skills vital to the sport.

The mission of the Australian Shukokai Karate Association – North West Branch Inc. Is to encourage the children and adults of Shark Bay to become involved in a sport that develops good health, physical fitness, self esteem, friendships and leadership skills whilst having fun.

It is recommended that Council Grant the Australian Shukokai Karate Association – North West Branch Inc. An amount of \$751 for the cost of hall hire.

Shark Bay Pistol Club

Amount requested: \$3,000.00
Funding category: Sporting Club Assistance
Project title: Purchase of a 3KVA diesel Generator

Since 1992, the Shark Bay Pistol Club has provided facilities for Shark Bay community members and visitors to experience and compete in the sport of precision pistol shooting.

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Funding from this grant will be expended to purchase a minimum 3KVA diesel generator. This addition will benefit all current and potential members of the Shark Bay Pistol Club through the ability to light the club range. This will expand the scope of matches to be held and also allow for year round competition. The addition of the Air Pistol match to the regular schedule of matches held has the potential to recruit junior members to join the club.

Such a generator will also allow the current banks of targets to automatically turn when required during competitions, thus enhancing members competitiveness, with the majority of other pistol clubs against which the Shark Bay members compete already possessing this type of equipment.

It is recommended that Council grant the Shark Bay Pistol Club an amount of \$3,000.00 for a 3KVA diesel generator.

Shark Bay and District Men's Shed

Amount Requested: \$1,250.00

Funding category: Senior Projects \$1,250.00

Project title: Men's Shed incorporation

The aim is to create a Men's Shed, this organisation can help men to connect with the community and local society. The Men's Shed also acts as a catalyst in stimulating community economic and practical activities.

The Men's Shed are requesting funding for the initial set up and payment for fee to become an incorporated body and ABN application. These things are necessary when applying for large amounts of grant funding, donations etc. The funding will also be used to advertise for members to join the Men's Shed.

It is recommended that Council grant the Shark Bay and District Men's Shed an amount of \$1,250 to assist in the set up of the organisation.

Legal Implications

Nil

Policy Implications

Shire of Shark Bay Policy Manual section 6.10 Financial Assistance/Donations.

Financial Implications

An amount of \$60,000 was included in the 2011/12 Council budget for the Shire of Shark Bay Donations and Financial Assistance Program.

A total of \$36,090 was allocated in round 1 leaving a remaining balance of \$23,910 to be allocated in round 2. The second round of applications as recommended totals \$28,546. This is \$4,636 over the budgeted allocation of \$60,000 for the two rounds. The high amount of funding applied for this year that is provided as an in kind contribution provides an offset to the cash cost to Council. The over budget amount is at a manageable level If Council accept the recommended allocations.

Strategic Implications

Provide services to enhance the lifestyle of the Shark Bay community.

Provide educational and unique experiences to the community of Shark Bay.

ORDINARY COUNCIL MINUTES

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To build and develop the capacity of community organisations and groups.

Voting Requirements

Simple Majority Required

Date of Report

29 November 2011

Cr Hanscombe vacated the Chair.

Cr Cowell returned to the meeting at 2.12 pm and resumed the Chair.

Cr Hanscombe left the Council Chamber at 2.13 pm.

ORDINARY COUNCIL MINUTES

30 NOVEMBER 2011

ROUND 1, 2011 (May)	Photocopying	Venue Hire	Bus Hire	Cash Donation	Sporting Club Assistance	Community Events	Youth Projects	Senior Projects	Historical Projects	Business Associations Donations	Total	%	Comments
General Ledger Account Number	5101125	35101125	35301122	5101126	35301165	50202390	35802950	50102790	35601200	35201131			
TOTAL ALLOCATION	\$3,000	\$2,500	\$4,000	\$5,000	\$6,000	\$18,500	\$5,000	\$5,000	\$5,000	\$6,000	\$60,000		
ALLOCATION PER GROUP	\$750	\$250	\$1,000	\$1,250	\$1,500	\$4,625	\$1,250	\$1,250	\$2,500	\$3,000			
Denham Crafters	\$ 200.00	\$ 480.00	\$ 1,000.00	\$ 2,000.00				\$ 1,000.00			\$4,680	7.8%	Hall hire and cash exceed policy
Shark Bay Bridge Club	\$ 200.00	\$ 210.00									\$410	0.7%	
Booldardie Country Golf Club			\$ 135.00		\$ 1,000.00	\$ 700.00					\$1,835	3.1%	
Denham playgroup		\$ 480.00									\$480	0.8%	Hall hire exceeds policy
Shark Bay Film Club	\$ 300.00	\$ 400.00				\$ 1,500.00					\$2,200	3.7%	Hall hire exceeds policy
Shark Bay Sports Association	\$ 200.00	\$ 800.00			\$ 1,900.00	\$ 240.00	\$ 1,600.00				\$4,740	7.9%	Hall hire, sporting assistance and Youth projects exceed policy
Shark bay P & C		\$ 375.00		\$ 1,158.00			\$ 512.00				\$2,045	3.4%	Youth projects exceeds policy
Yadgalah Aboriginal Corporation		\$ 450.00	\$ 150.00			\$ 3,400.00	\$ 2,000.00				\$6,000	10.0%	Hall hire youth projects and total request exceeds policy
Late Submissions													
Shark Bay Silverchain - Seniors			\$ 1,000.00					\$ 2,500.00			\$3,500	5.8%	Seniors projects exceeds policy
Shark Bay Speedway			\$ 250.00		\$ 1,250.00	\$ 3,000.00					\$4,500	7.5%	
St John Ambulance- Denham						\$4,500					\$4,500	7.5%	
Volunteer Marine Rescue Shark Bay				\$ 1,200.00							\$1,200	2.0%	
ROUND ONE ALLOCATIONS	\$900	\$3,195	\$2,535	\$4,358	\$4,150	\$13,340	\$4,112	\$3,500	\$0	\$0	\$36,090	60.2%	
Remaining Balance	\$2,100	-\$695	\$1,465	\$642	\$1,850	\$5,160	\$888	\$1,500	\$5,000	\$6,000	\$23,910	39.9%	
ROUND 2, 2011 (November)	Photocopying	Venue Hire	Bus Hire	Cash Donation	Sporting Club Assistance	Community Events	Youth Projects	Senior Projects	Historical Projects	Business Associations Donations	Total	%	Comments
General Ledger Account Number	5101125	35101125	35301122	5101126	35301165	50202390	35802950	50102790	35601200	35201131			
TOTAL ALLOCATION	\$3,000	\$2,500	\$4,000	\$5,000	\$6,000	\$18,500	\$5,000	\$5,000	\$5,000	\$6,000	\$60,000		
ALLOCATION PER GROUP	\$750	\$250	\$1,000	\$1,250	\$1,500	\$4,625	\$1,250	\$1,250	\$2,500	\$3,000			
Shark Bay School			\$6,000								\$6,000	10.0%	Includes term 1, 2 and 3 of 2012 (Six excursions)
Shark Bay Fishing Club Inc		\$500				\$4,500					\$5,000	8.3%	Photocopying, fireworks and marquee hire
Borneo Exhibition Group Inc (Shark Bay Committee)				\$1,000			\$1,000				\$2,000	3.3%	Take student to Sandakan for ANZAC DAY April 2012
Australian Shukokai Karate Association -North West Branch		\$751									\$751	1.3%	Hall Hire
Shark Bay Bowling Club				\$1,250	\$1,500	\$135					\$2,885	4.8%	All for office equipment - laptop, printer and office chair
Shark Bay Pistol Club					\$3,000						\$3,000	5.0%	Purchase of generator, allocation exceeds policy
Shark Bay Bridge Club	\$200	\$210									\$410	0.7%	Cost of venue hire and photocopying
Shark Bay Arts Council	\$ 300.00	\$ 250.00				\$ 2,950.00	\$ 1,250.00	\$ 1,250.00			\$6,000	10.0%	For shows on the Go, Art exhibition, workshops and Fishing Fiesta
Booldardie Country Club Inc				\$ 1,250.00							\$1,250	2.1%	To purchase floor coverings for the kitchen and bar
Shark Bay and District Mens Shed								\$ 1,250.00			\$1,250	2.1%	To pay fees to become incorporated and advertising
ROUND TWO ALLOCATIONS	\$500	\$1,711	\$6,000	\$3,500	\$4,500	\$7,585	\$2,250	\$2,500	\$0	\$0	\$28,546	47.6%	
Total Allocation	\$1,400	\$4,906	\$8,535	\$7,858	\$8,650	\$20,925	\$6,362	\$6,000	\$0	\$0	\$64,636		

12.3 ANNUAL REPORT 2010/2011

AU101

Author

Accountant

Disclosure of Any Interest

Nil

Moved Cr Pepworth

Seconded Cr Capewell

Council Resolution

That Council accepts –

- 1. The Shire of Shark Bay's 2010/2011 Annual Report.**
- 2. The Shire of Shark Bay's 2010/2011 audited annual financial statements.**
- 3. The Audit Report for 2010/11 from the Shire's auditors UHY Haines Norton.**
- 4. The Management Report for 2010/11 from the Shire's auditors UHY Haines Norton.**
- 5. That the Annual Electors Meeting be held in the Denham Town Hall on Wednesday 21 December 2011 at 7.00 pm and that this be advertised in accordance with section 5.29 of the *Local Government Act 1995*.**

5/0 CARRIED

Background

The 2010/11 Annual Report, which includes the annual financial statements and auditor's report, has been completed and distributed to Councillors. The Audit Report stipulates the Shire of Shark Bay has received the following unqualified audit report.

Audit Opinion

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

a. giving a true and fair view of the Shire's financial position as at 30 June 2011 and of its performance for the year ended on that date; and

b. complying with Australian Accounting Standards (including the Australian Accounting Interpretations), the Local Government Act 1995 (as amended) and the Local Government (Financial Management) Regulations 1996 (as amended).

Statutory Compliance

During the course of the Audit we became aware of the following instances where the Council did not comply with the Local Government (Finance Management) Regulations 1996 as amended.

Annual Financial Report

The Annual Financial Report for the year ended 30 June 2010 was not submitted to the Director General of the Department of Local Government within 30 days of the auditor's report becoming available as required by Financial Management Regulation 51(2).

Other Matters

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

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

Comment

The annual report has been prepared by the shire's finance staff and complies with the requirements of section 5.53 of the Local Government Act 1995.

The following comments on the Management Report Recommendations are provided by the Shire Accountant.

Purchasing Procedures

- During our review of purchases we observed instances of purchase orders being made out after invoices were received and one instance where written quotations were not obtained as required by Councils purchasing policy.

Recommendation: To help ensure proper budgetary controls and compliance with the Shire's purchasing policy we recommend purchase orders be issued prior to goods/services being sourced and the purchasing policy requirements be followed in terms of obtaining quotations prior to placing orders.

Shire Accountant Comments

The recommendation has been accepted and staff that have purchasing authority have been made aware of the need to issue purchase orders prior to goods being sourced.

The instance where written quotations were not obtained as required by Councils purchasing policy relates to the engagement of road works contractors. While verbal quotes were sought, the value of works exceeded the purchasing threshold and required written quotations under Councils purchasing policy. The calling of tenders and establishment of a contractors panel has addressed this problem.

Legal Implications

Sections 5.53, 5.54 and 5.55 of the Local Government Act 1995 cover acceptance of the annual report.
Regulations 10 (4) of the *Local Government (Audit Regulations) 1996*.

Policy Implications

Nil

Financial Implications

The annual report, includes the shire's audited annual financial statements, which present the shire's financial position as at 30 June 2011 and thus is a useful tool for evaluating the shire's operations.

Strategic Implications

The financial position of the shire at the end of each year has an impact of the Shire's strategic plans.

Voting Requirements

Absolute Majority Required

Date of Report 23 November 2011



**INDEPENDENT AUDITOR'S REPORT
TO THE ELECTORS OF THE SHIRE OF SHARK BAY**

Report on the Financial Report

We have audited the accompanying financial report of the Shire of Shark Bay, which comprises the statement of financial position as at 30 June 2011, statement of comprehensive income by nature or type, statement of comprehensive income by program, statement of changes in equity, statement of cash flows and the rate setting statement for the year then ended, notes comprising a summary of significant accounting policies and other explanatory information and the statement by Chief Executive Officer.

Management's Responsibility for the Financial Report

Management is responsible for the preparation of the financial report that gives a true and fair view in accordance with Australian Accounting Standards, the Local Government Act 1995 (as amended) and the Local Government (Financial Management) Regulations 1996 (as amended) and for such internal control as Management determines is necessary to enable the preparation of the financial report that is free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

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

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

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

Auditor's Opinion

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

- a giving a true and fair view of the Shire's financial position as at 30 June 2011 and of its performance for the year ended on that date; and
- b complying with Australian Accounting Standards, the Local Government Act 1995 (as amended) and the Local Government (Financial Management) Regulations 1996 (as amended).

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**INDEPENDENT AUDITOR'S REPORT
TO THE ELECTORS OF THE SHIRE OF SHARK BAY (Continued)**

Report on Other Legal and Regulatory Requirements

During the course of the audit we became aware of the following instance where the Council did not comply with the Local Government (Financial Management) Regulations 1996 (as amended).

Annual Financial Report

The Annual Financial Report for the year ended 30 June 2010 was not submitted to the Director General of the Department of Local Government within 30 days of the auditor's report becoming available as required by Financial Management Regulation 51 (2).

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

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

UHY HAINES NORTON
CHARTERED ACCOUNTANTS

Date: 18 November 2011
Perth, WA



GREG GODWIN
PARTNER



18 November 2011

The Shire President
Shire of Shark Bay
PO Box 126
DENHAM WA 6537

Dear Cr Cowell

MANAGEMENT REPORT FOR THE YEAR ENDED 30TH JUNE 2011

We advise that we have completed our audit procedures for the year ended 30th June 2011 and enclose our Audit Report.

We are required under the Local Government Audit Regulations to report certain compliance matters in our audit report. Other matters which arise during the course of our audit that we wish to bring to Council's attention are raised in this management report.

It should be appreciated that our audit procedures are designed primarily to enable us to form an opinion on the financial statements and therefore may not bring to light all weaknesses in systems and procedures, or all audit matters of interest to Council, which may exist. However, we aim to use our knowledge of the Shire's organisation gained during our work to make comments and suggestions, which, we hope, will be useful to you.

Purchasing Procedures

During our review of purchases we observed instances of purchase orders being made out after invoices were received and one instance where written quotations were not obtained as required by Council's purchasing policy.

To help ensure proper budgetary controls and compliance with the Shire's purchasing policy we recommend purchase orders be issued prior to goods/services being sourced and the purchasing policy requirements be followed in terms of obtaining quotations prior to placing orders.

We noted no other matters we wish to draw to Council's attention.

Uncorrected Misstatements

We advise there were no uncorrected misstatements noted by us during the course of our audit.

We take this opportunity to thank the Chief Executive Officer, the Accountant and all staff for the assistance provided during the audit.

Should you wish to discuss any matter relating to the audit or any other matter, please do not hesitate to contact us.

Yours faithfully



GREG GODWIN
PARTNER

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20. MATTERS BEHIND CLOSED DOORS

Moved Cr Prior
Seconded Cr Capewell

Council Resolution

That the meeting be closed to members of the public in accordance with section 5.23(2) of the *Local Government Act 1995* for council to discuss matters of a confidential nature.

4/0 CARRIED

Cr Hanscombe returned to the meeting at 2.15

Moved Cr Pepworth
Seconded Cr Prior

Council Resolution

That the meeting be reopened to members of the public.

5/0 CARRIED

20.1 CHIEF EXECUTIVE OFFICER EMPLOYMENT PACKAGE

Moved Cr Capewell
Seconded Cr Pepworth

Council Resolution

That Council accept the Chief Executive Officer's re-negotiated total employment package of \$172,500 in accordance with the Salaries and Allowances Tribunal recommendation for the shire of Shark Bay within Band 2.

5/0 CARRIED

21. DATE AND TIME OF NEXT MEETING

The next Ordinary meeting of Council will be held on the 21 December 2011 in Council Chambers commencing at 9.00 am

22. CLOSURE OF MEETING

The President closed the meeting at 2.50 pm.