



Ordinary Council Meeting

16th May 2017



Papers Relating

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10.1.1

Proposed Variation of Lease J953192



Government of **Western Australia**
Department of **Lands**

RECORD NUMBER

FILE NUMBER



Regional and Metro Services

Our ref: 01275-1987 Job No: 170137
Enquiries: Jihan Baroquillo
Ph: (08) 6552 4752
Email: jihan.barquillo@lands.wa.gov.au

Chief Executive Officer
Shire of Dundas
PO Box 163
NORSEMAN WA 6443

A1018
FILE NUMBER
GR. SL. 39
RECORD NUMBER
IPA201742490

Dear Sir or Madam

PROPOSED VARIATION OF LEASE J953192 OVER LOT 238 ON DEPOSITED PLAN 190043, NORSEMAN – SHIRE OF DUNDAS

The Department of Lands has received a proposal from the Lessee, John Douglas Brady, to make amendments to the Lease's area and purpose.

Lease J953192 over Lot 238 on Deposited Plan 190043 for the purpose of "Residence and Grazing" which expires on 16 October 2027.

Mr Brady has proposed to excise one-third (1/3) portion (adjacent to Coolgardie-Esperance Highway) of Lot 238. A new Lease is to be issued over the excised portion for the purpose of "Fuel Depot".

Accordingly, to facilitate the abovementioned proposal, could you provide comments whether the Shire of Dundas has objections to the proposed changes to Lease J953192 over Lot 238.

I have enclosed a SmartPlan, Deposited Plan 190043 and Aerial with the proposed area to be excised.

If you have any queries, please do not hesitate to contact me.

Yours sincerely

Jihan Baroquillo
A/State Land Officer – Case Management, Goldfields Esperance Wheatbelt

12 April 2017



DRAIN RESERVE
8004 m²

LGE J953192
P190043
238
6.6929 ha

COOLGARDIE-ESPERANCE HWY

EYRE HWY

EYRE HWY

RAILWAY

04292
2

04292
3

Scale : 1:2500 (Geographical)

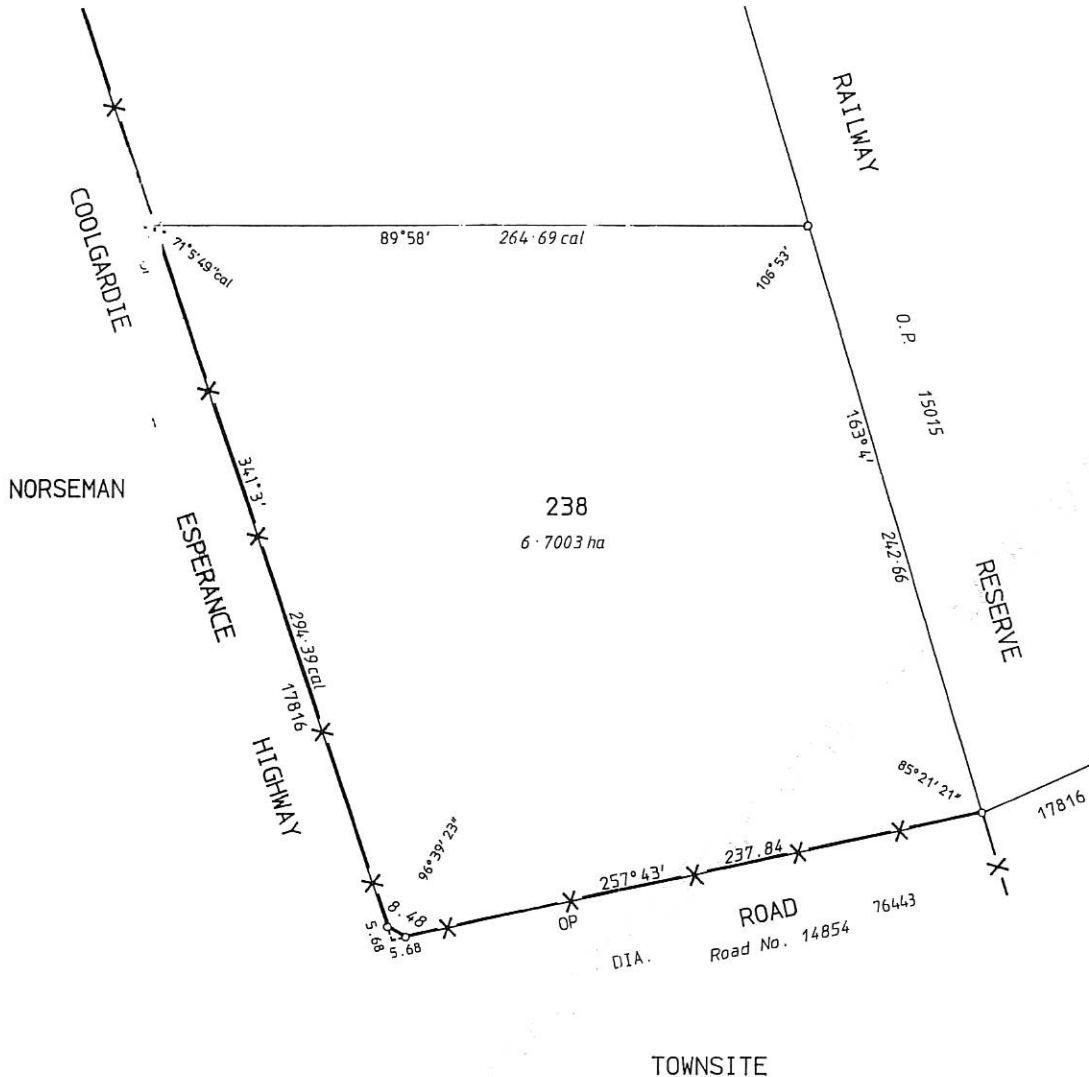
MGA : SW=384584.8E,6438293.5N Zone 51 / NE=385300.3E,6438818.3N Zone 51

Lat/Long : 121°46'32.378" , -32°11'09.498" / 121°46'59.922" , -32°10'52.722" H 176mm by W 289mm

Printed : 11:40 Wed 12/Apr/2017
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AMENDMENTS



DP 190043



CD 90043

LAND DISTRICT
DUNDAS

LOCATION 238

FILE No. 1275/987

SCALE 1:2000
All measurements in metres

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 OP 17816Surveyor
Field Book No. 17816Page
Public Plan NORSEMAN REGIONAL

Reference

Index Plan

Calc. Bk. No. A. REID Fol
Compared with F.B.Examined, 18.11.2001 28.5.91
In order for dealings
prior approval OP 17816

Date 18.11.2001

APPROVED

Date 13.8.02 Authorized Land Officer

Recorded on Public Plan MIKE KEPPEL 1.12.94

Registered R.F.P. 20/5/91
On Key Plan, NORSEMAN REGIONALDEPT. OF LAND ADMINISTRATION
DIAGRAM 90043

Map Viewer

Created 31 Mar 2017



Scale: 1:3,000

Description

Map Projection: GDA 94 (Lat/Long)

Datum: Geocentric Datum of Australia
1994

1 Midland Square
Midland WA 6056
(08) 9273 7341
customerservice@landgate.wa.gov.au
www.landgate.wa.gov.au



Landgate

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10.2.1

Awarding of Haulage Contract – Norseman Airstrip

Gihan Kohobange

From: Mark McIntosh <Mark.McIntosh@tulla.com.au>
Sent: Thursday, 11 May 2017 9:33 AM
To: Gihan Kohobange
Subject: FW: CNGC - Supply of Aggregate to Shire

Dear Gihan

Further to my email below to Doug Stead, I am writing to clarify the position of CNGC. That is,

- The material itself is provided at nil cost to the Shire, except for the charge of
 - \$2.80 per tonne for haulage
 - \$0.73 per tonne for royalty recovery, which will be rebated in the event that the Shire secures an exemption on behalf of CNGC for the payment of the royalty to the DMP
- CNGC is prepared to provide 100,000 tonnes of unscreened hard rock on this basis
- CNGC will not permit a third party to access CNGC tenements to supply the haulage services of the unscreened rock to the Shire

I am happy to discuss this further with you as required

Regards
Mark
Mark McIntosh

Chief Financial Officer

T: +61 414 403 081 | F: +61 2 9386 5249
A: Suite 5, Level 2, 2 Grosvenor Street Bondi Junction, NSW 2022
P: PO Box 2499 Bondi Junction, NSW 1355 Australia
W: tulla.com.au | E: mark.mcintosh@tulla.com.au



'Making it Happen'

From: Mark McIntosh [mailto:Mark.McIntosh@tulla.com.au]
Sent: Monday, 8 May 2017 10:18 AM
To: Doug Stead <ceo@dundas.wa.gov.au>
Cc: Gihan Kohobange <dceo@dundas.wa.gov.au>; Ron Coleman (RColeman@ngold.com.au) <RColeman@ngold.com.au>; Ricky Wade (Rwade@ngold.com.au) <Rwade@ngold.com.au>
Subject: CNGC - Supply of Aggregate to Shire

Dear Doug (below email was sent on Friday, however I had had email problems on remote server),

Further to your communications with Ron Coleman from CNGC, we confirm our understanding that the Shire requires approximately 100,000 tonnes of unscreened rock for the development of the Norseman Airstrip. We also understand that additional tonnes (screened and unscreened) may be required and we will discuss any additional requirements separately

CNGC agrees to supply the Shire of Dundas with approximately 100,000 tonnes of unscreened material on the following basis

- CNGC will charge the Shire a haulage price of \$2.80 plus GST per tonne, excluding royalty
- CNGC will charge the Shire a royalty fee of \$0.73 plus GST per tonne. This is a pass through cost on the basis that CNGC is liable to remit this to the DMP / WA Govt. In the event that the Shire can negotiate with the DMP / WA Govt and receive confirmation that no royalty will be payable by CNGC, then CNGC will credit any invoices issued in respect of the royalty, and refund any amounts paid by the Shire
- The Shire confirms that it has inspected approximately 100,000 tonnes of unscreened rock from the OK mine site (on CNGC tenements) and that this rock is acceptable for the requirements of the Shire

We would appreciate your confirmation of the above and the issue of a purchase order from the Shire to CNGC. If possible, it would be appreciated if two purchase orders could be issued as follows:

- Haulage - \$280,000 + GST
- Royalty - \$73,000 + GST

It is also expected that any Shire employees or sub-contractors will undergo appropriate site inductions, or other requirements, subject to these being determined by the Registered Manager, Ricky Wade.

Any problems or queries please do not hesitate to contact Ron Coleman, Ricky Wade or myself

Regards
Mark

Mark McIntosh

Chief Financial Officer

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'Making it Happen'



10.3.1

Agreement Relating to the Provision of Medical Services

AGREEMENT
Between
The Shire of Dundas
and
Doctor Graham Rowlands

DRAFT

Prepared: 3rd May 2017

In return for Medical Services provided to the Norseman and surrounding communities by Dr Graham Rowlands, the Shire of Dundas undertakes to provide Dr Rowlands with transport, housing and certain amenities as set out further in this Memorandum of Agreement.

The Shire of Dundas is represented by the Chief Executive Officer.

DRAFT

The Shire Of Dundas undertakes to provide the following:

Motor Vehicle

1. The Shire will provide the doctor with a suitable vehicle for business and private use and will absorb all running costs such as registration and licence, fuel and servicing, as well as insurance.

The doctor will be required to ensure that the vehicle is serviced on a regular basis as set out in the user manual.

The following requirements are set out in the Shire's policy Manual HR.6 (Use of Shire Vehicles)

- All employees to whom vehicles are allotted are responsible for the vehicle care, including interior and exterior cleaning;
- No modifications are to be made to the vehicle without the approval of the Shire;
- The vehicle will not be used to compete in motor sport, rally, competition or the like;
- At the discretion of the Shire, an authorised person, convicted of drink, drug, careless, dangerous or reckless driving following an accident in a Shire vehicle may be required to pay the cost or contribute to the cost of any repairs to the vehicle;
- The vehicle is to be parked after hours within the employee's property in a secure manner and, when appropriate, in a garage;
- In the event of an accident, the employee using the vehicle must report the accident immediately to the shire and complete the necessary insurance claim;
- Smoking is not permitted in any vehicle.
- The Doctor's partner may also drive the vehicle.

Housing

2. The Shire shall make a suitable furnished residence available to the Doctor for the duration of his tenure in Norseman.

The following is taken from the Shire's Housing Policy for Senior Staff which governs the use of Shire accommodation.

1. The Shire shall hand over the residential premises in a reasonable state of cleanliness and will maintain the residential premises in a reasonable state of repair having regard to the age, character and expected life and shall comply with all requirements in respect of buildings, health and safety in respect of residential premises;
2. The Doctor will keep the residential premises in a reasonable state of cleanliness and shall notify the Shire as soon as practicable but within 3 days of any damage to the residential premises and of any state of disrepair which arises during the term of occupation;
3. The premises shall not be used for any illegal purpose and the Doctor shall not cause or permit a nuisance. The premises shall be used solely for the purpose of a residence and shall not be used for any other purpose;

4. The Shire will not cause or permit any interference with the reasonable peace, comfort or privacy of the Doctor in the use of the premises and will take all reasonable steps to enforce this obligation;
5. The Shire shall provide and maintain such locks and other devices as are necessary to ensure that the premises are reasonably secure and neither the Shire nor the Doctor shall alter, remove or add any such locks or device without the consent of the other;
6. The Doctor shall not affix any fixture or make any renovation, alteration or addition to the residence without the prior consent of the Shire, provided that such consent shall not be unreasonably withheld;
7. Where the Shire has given consent to item 6 above, the Doctor may remove any fixture that he has affixed in the premises during occupation, unless the removal of the fixture will result in irreparable damage to the premises;
8. Where the Doctor causes damage to the premises the Shire shall be notified and at the Shire's discretion the Doctor will repair or compensate the Shire for any reasonable expenses incurred.
9. The Shire to be responsible for the maintenance and upkeep of the garden, lawns and surrounds.

Financial

3. The Shire shall underwrite the profitability of Doctor Rowlands Norseman practice when the practice has engaged the services of a locum to provide medical services to the Norseman community during Doctor Rowlands periods of absence. Doctor Rowlands undertakes to provide appropriately detailed invoices as soon as practical on his return.

The Doctor undertakes to provide the following:

4. The Doctor will provide appropriate medical services to Norseman and surrounding communities.

Community consultation informs the Shire that quality medical service is the number one priority for residents of the Shire of Dundas, as such the Dundas Community Strategic Plan reflects this priority as the first strategy in addressing Theme One: A vibrant, active and healthy socially connected community.

The Shire recognises the value of having a local resident Doctor who willingly goes beyond the norm in caring for his patients, understanding the extent of the commitment that the Doctor makes to the health of not only the local Norseman community but also the broader community of the Goldfields-Esperance Region. The Shire also recognises the significant workload of rural doctors and seeks to support the Doctor in providing a balanced and effective approach to good health care in the community of Norseman.

We believe the following points address what is considered to be appropriate medical services for our community:

- The Doctor will provide required medical care to the local community of Norseman and surrounding communities.
- The Doctor will endeavour to ensure that priority is given to appointments for the local Norseman community.
- The Doctor will ensure that the services of a locum are secured for when the Doctor is out of town or on leave.

Signed by:

.....
Dr. Graham Rowlands

.....
Date

.....
DC Stead
Chief Executive Officer
(on behalf of the Shire of Dundas)



10.4.4

Differential Rate Model – 2017/2018 Budget



Objectives and Reasons Proposed Differential Rates and Minimum Payments 2017/2018 Financial Year

In accordance with Section 6.36 of the Local Government Act 1995, the Shire of Dundas is required to publish its Objects and Reasons for implementing Differential Rates.

1. Overall Objective

The purpose of the levying of rates is to meet Shires budget requirements in each financial year in order to deliver services and community infrastructure. Property valuations provided by the Valuer General are used as the basis for the calculation of rates each year. Section 6.33 of the Local Government Act 1995 provides the ability to differentially rate properties based on zoning and/or land use as determined by the Shire of Dundas.

The application of differential rating maintains the status quo in terms of equity in the rating of properties across the Shire, enabling the Council to provide facilities, infrastructure and services to the entire community and visitors.

2. Gross Rental Value (GRV)

The Local Government Act 1995 determines that properties of a non-rural purpose be rated using the Gross Rental Valuation (GRV) as the basis for the calculation of annual rates. The Valuer General determines the GRV for all properties within the Shire of Dundas every five years and assigns a GRV. The current valuation is effective from 1st July 2014.

Interim valuations are provided monthly to the Shire by the Valuer General for properties where changes have occurred (i.e. subdivisions or strata title of property, amalgamations, building constructions, demolition, additions and/or property rezoning). In such instances the Shire recalculates the rates for the affected properties and issues interim rates notices.

GRV – Townsites

This rating category applies to properties located within the town site boundaries of the Shire of Dundas. This category is considered by the Council to be the base rate by which all other GRV rated properties are assessed. The proposed Townsites rate is 15.8624 cents per dollar of GRV, with a minimum rate of \$349.

GRV – Roadhouses / Service Stations

This rating category applies to the Roadhouses and Service Stations located within the Shire.

The proposed Roadhouses / Service Stations rate is 15.8624 cents per dollar of GRV, with a minimum rate of \$349. The rate reflects the cost of providing health inspection services, emergency services and other amenities. Most of these stations are generally located a large distance from the main service centre. However, the Shire has decided to charge the base rate by which properties within the town site are assessed. It is noted that rate levies paid by commercial property owners are generally tax deductible.

GRV – Mining

This rating category covers mining leases that have improvements on the land and are located within the Shire boundaries.

The proposed Mining rate for this category is 23.4967 cents per dollar of GRV, with a minimum rate of \$349.

The rate reflects the cost of servicing mining activities that are generally located a large distance from the main service centre. It is noted that rate levies paid by mining property owners are generally tax deductible.

3. Unimproved Value (UV)

Properties that are predominantly of a rural purpose are assigned an Unimproved Value that is supplied and updated by the Valuer General on an annual basis.

Council has adopted differential rates in its Unimproved Valuation area for improved and vacant mining leases, exploration, prospecting, pastoral leases and improved and vacant UV land.

UV – Mining / Exploration / Prospecting Leases

These rating categories cover mining, exploration and prospecting leases located within the Shire of Dundas.

The proposed rate for these categories is 14.9590 cents per dollar of UV, with a minimum rate of \$349 except for prospecting category. The Shire encourages prospecting by way of a reduced minimum rate of \$290 as compared with other mining categories.

The proposed rate mainly reflects the ongoing costs (increased cost) involved in maintaining the road network that services these land use as the Shire's local authority boundaries extend all the way to the WA/SA state boundary.

The mining operations result in the Shire's road network and infrastructure requiring continual ongoing maintenance and renewal work to service these users. The Shire acknowledges the fact that exploration, prospecting and mining have different levels of impact on the Shire's road network. However, there remain the need to fund the maintenance and renewal requirement of this vital infrastructure asset for the benefit of all users.

In determining proposed rate in the dollar of these categories, consideration was given to the comparable rate in the dollar of the neighbouring shires (with significant mining operations) which provide similar services for mining activities. Even after this proposed increase in rate in the dollar, the Shire of Dundas remains as one of the shires with lowest UV rates for mining leases. It is noted that rates paid by mining operators are generally tax deductible.

UV – Pastoral

This rating category applies to all pastoral leases that have been granted under the repealed *Land Act 1933*.

The proposed rate of 5.000 cents per dollar of UV, with a minimum rate of \$349 is proposed for this category.

The proposed rate is comparatively low compared to the mining UV rates due to the following:

- The minimal impact on or requirement that the pastoral industry has on or for Shire services and infrastructure.
- To encourage a diversification of land use other than mining related activities.
- Mining activities have and require a higher level of governance for licences, clearing permits etc
- Mining imposes greater damage to the environment with clearing, drilling and mining activities.

However, the proposed rate will help the Shire to gradually minimise the large disparity between the Pastoral UV and the Mining UV to ensure fairness across these categories.

4. Minimum Rates

The setting of minimum rates within rating categories is an important method of ensuring that all properties contribute an equitable rate amount.

A minimum rate of \$349 has been set for all GRV rating categories. The Shire imposes one general minimum rate payment that applies to all GRV rateable properties within the boundaries of the town site. The rate is imposed to discourage holding undeveloped land with the Shire, which reduces the amenity of the area, and thereby encourages its early development.

Not more than 50% of all properties with a GRV rating are on the minimum rate to ensure compliance with Section 6.35 of the Local Government Act 1995.

The UV minimums (\$349) are applied to ensure that the rate burden is distributed equitably between all property owners. Mining, Pastoral, Exploration and Prospecting leases fall under this category and the majority are held by large mining companies.

The Shire does offer a reduced minimum rate for Prospecting Leases (\$290).

5. Summary

In arriving at the proposed rates in the dollar the Shire has attempted to balance the need for revenue to fund essential services and facilities with the consideration of the rate payer's capacity to pay.



10.4.5

New Capital Works 2017/2018 Draft Budget

Capital Works Program

Year 2017/2018

Capital Expenditure Summary

In \$		Expected Cost	Funding				
ASSET DESCRIPTION			Operating Revenue	Reserve	Insurance Claim	Grants	Sales proceeds
Buildings							
Youth Centre including kiosk - Repaint Interior and Exterior	6,000	6,000					Building maintenance work
Aged Care Units Upgrade	73,000	73,000					Building is over 35 yrs old / water leaks (refer attachment 1 for scope of work)
Old Scout Hall - Installation of a New A/C and Upgrade of the Power Supply	25,000	25,000					Cost is based on the installation of a/Cs at the Gym
Welcome Park Rest Rooms - Gas Conversion	12,000	12,000					Otherwise power upgrade quoted by Horizon power \$90 k
Upgrade to Aquatic Centre	20,000	20,000					Water drainage toddler's pool / water fountain / Painting steel structure and the pool / Shade covers (refer attachment 2 for scope of work)
Woodland Cultural and Visitor Centre - Phase 1	1,000,000	1,000,000		-		1,000,000	R2R (Goldfield and Esperance Revitalisation Programme) - \$ 1.6 m / Lotterywest \$ 430 k
Eucla town hall	525,000	525,000		525,000			Insurance claim
Museum Structure	20,000	20,000					Waiting for engineering recommendation for the proposed changes. Cost is just an estimate.
Sub-Total - Buildings	1,681,000	156,000	-	525,000		1,000,000	-
Furniture & Equipment							
Additional CCTV for Main Street	22,000	22,000					Additional 8 cameras - single focus
Replacement of PC (5 PCs)	7,000	7,000					PCs of 5 Officers' - Based on the recommendations from FIIT (PCs are more than 5 yrs old and having performance issues)
Video Recording Facility - Council Chambers	4,500	4,500					Need to be decided
Sub-Total - Furniture & Equipment	33,500	33,500					

Capital Works Program

Year 2017/2018

Capital Expenditure Summary

ASSET DESCRIPTION	Expected Cost	Funding					Comments
		Operating Revenue	Reserve	Insurance Claim	Grants	Sales proceeds	
Plant & Equipment							
Ammann Multi Tyred Roller (P235)	165,000	-	135,000			30,000	Plant & Equipment Reserve / Date of purchase 24/11/2006 / Well beyond the useful life
Sub-Total - Plant & Equipment	165,000	-	135,000	-	-	30,000	
Infrastructure - Roads (Formation Only)							
Hyden Norseman Rd - SLK 8-60 - Gravel Resheet Existing Road (RRG)	457,707	152,569		-	305,138		RRG Funds 2/3 (Cost of Shire's road crew and internal plant usage)
Mort Harslett Rd - Black Spot Funding (c/f from 2016/17) - Pushing up Gravel	215,000	71,667		-	143,333		RRG Funds 2/3 (Will be done by the contractors)
R2R - Pushing up Gravel Hyden Road	450,000	-		-	450,000		R2R Funds- 100% (Will be done by the contractors)
Sub-Total - Infrastructure - Roads (Formation Only)	1,122,707	224,236	-	-	898,471	-	
Infrastructure - Parks, Gardens & Reserves							
Marks Park Upgrade	140,000	42,000			98,000		Lotterywest funded (refer attachment 3 for scope of work)
Sub-Total - Infrastructure - Parks, Gardens & Reserves	140,000	42,000	-	-	98,000	-	
Infrastructure - Footpaths and Cycleways							
Roberts Street - BP to Old Eyre - West	27,150		27,150				Transport Reserve / As per 10 year plan
Roberts Street - Old Eyre to McIvor - West	47,850		47,850				Transport Reserve / As per 10 year plan
Replacement of footpath Bridge - Between Prinsep St and Austin St	50,000	-	50,000				Transport Reserve / Well beyond useful life - As per the 10 year plan
Sub-Total - Infrastructure - Footpaths and Cycleways	125,000	-	125,000				

Capital Works Program

Year 2017/2018

Capital Expenditure Summary

ASSET DESCRIPTION	Expected Cost	Funding					Comments
		Operating Revenue	Reserve	Insurance Claim	Grants	Sales proceeds	
Infrastructure - Other							
Public / Community Art Projects / Murals / Banners / Sculpture	70,000	30,000			40,000		Lotterywest and Dept Arts & Culture
Waste Facility Fence	25,000	25,000					Fencing of expanded area
Expansion Of Norseman Tip	40,000	40,000					Earthwork (Will be done by the contractors)
Expansion of Cemetery	112,500	-	112,500				Land Development Reserve / Current space is estimated to be sufficient only for another year or so. (refer attachment 4 for scope of work)
New Evaporative Pond	130,000	-	130,000				Land Development Reserve / Current two drying ponds are not commissioned yet (cost of \$ 300k) as those presumed to be not in line with the relevant regulations.
	377,500	95,000	242,500	-	40,000	-	
GRAND TOTAL	3,644,707	550,736	502,500	525,000	2,036,471	30,000	

Shire of Dundas Project Scope Document Budget 2017/18		
Project:	Upgrade of Age Care Units	
No.	Activity	Estimated Costing
1	Re roof - To prevent further damages to the structure due to existing water leaks	40,000
2	Refit unit 3 (Tiling / carpeting / New Kitchen cabinets / disabled fittings / internal painting / replacement of air-conditioning)	25,000
3	Replacements of Blinds of all units	8,000
Note: Requirement to replace carpets (estimated cost \$ 2,000) will be assessed once the current occupant leaves the unit 3		
Total Project Cost		73,000
Funds Available		
1 Lottery west		
2 R2R		
3 Other (Please specify)		
		-
Shire's Contribution		73,000
Project officer		
Signature		
Approved by:		
CEO:		
Signature		

Shire of Dundas Project Scope Document Budget 2017/18		
Project:	Upgrade of Aquatic Centre	
No.	Activity	Estimated Costing
1	Water drainage toddler's pool	4,000
2	New water fountain and plumbing	5,000
2	Painting - Steel structure	3,500
4	Painting - Pool	5,000
5	Shade covers - 5 Structures	2,500
Total Project Cost		20,000
Funds Available		
1 Lottery west		
2 R2R		
3 Other (Please specify)		
		-
Shire's Contribution		20,000
Project officer		
Signature		
Approved by:		
CEO:		
Signature		

Shire of Dundas Project Scope Document Budget 2017/18		
Project:	Upgrade of Marks Park	
No.	Activity	Estimated Costing
1	Play equipment and installation (4 new pieces)	68,000
2	Softfall ground cover	48,000
2	Disabled concrete footpath (Linking disabled entrance, barbeque, Gazebo, water fountain)	19,000
4	Earthwork - Shire	5,000
Total Project Cost		140,000
Funds Available		
1 Lottery west		98,000
2 R2R		
3 Other (Please specify)		
		98,000
Shire's Contribution		42,000
Project officer		
Signature		
Approved by:		
CEO:		
Signature		

Shire of Dundas Project Scope Document Budget 2017/18		
Project:	Expansion of Cemetery	
<hr/>		
No.	Activity	Estimated Costing
1	Fencing material	26,500
2	Gravel	6,000
2	Seating	4,000
4	Earthwork - Contractors	15,000
5	Constructing of the fence - Contractors	25,000
6	Niche wall - Contractors	6,000
7	Clearing and earthwork - Shire	30,000
Total Project Cost		112,500
Funds Available		
1 Lottery west		-
2 R2R		
3 Other (Please specify)		-
		-
Shire's Contribution		112,500
<div style="margin-bottom: 20px;">Project officer</div> <div style="margin-bottom: 20px;">Signature</div> <div>Approved by:</div> <div style="margin-top: 20px;">CEO:</div> <div style="margin-top: 20px;">Signature</div>		



10.4.6

Outstanding Rates – In Excess of 3 Years

Rates outstanding - more than 3 years

Assessment	Outstanding rates - 3 years and more	Total outstanding rates as at 30th Apr 17	Vacant land	Condition of the building - Liveable	Current occupant/s	Last payment date	Proposed action	Summary of action
A321	4,292.05	6,810.97	Yes	N/A	N/A	16/10/2007		Legal Action
A666	6,689.14	10,902.10	No	Yes	No	16/10/2007		Legal Action
A950	4,292.05	6,810.97	Yes	N/A	N/A	16/10/2007	As instructed by the Department of Aboriginal Affairs to serve notices (legal action) on the individual directors.	Legal Action
A955	6,620.94	10,833.90	No	Yes	No	16/10/2007		Legal Action
A208	9,439.64	13,662.45	No	Yes	Infrequently use	22/09/2005		Legal Action
A644	6,215.05	9,431.15	Yes	N/A	N/A	16/10/2007		Legal Action
A3323	981.60	3,469.42	Yes	N/A	N/A	1/05/2017		Instalment Plan
A878	871.50	3,366.59	No	Derelict	No	1/05/2017		Instalment Plan
A879	1,553.32	4,935.58	No	Yes	No	1/05/2017		Instalment Plan
A116	1,547.13	5,219.93	No	Yes	No	1/05/2017		Instalment Plan
A571	871.50	3,380.91	No	Yes	No	1/05/2017		Instalment Plan
A76	1,839.04	4,844.88	No	Yes	No	1/05/2017		Instalment Plan
A194	871.50	3,367.16	No	Yes	No	1/05/2017		Instalment Plan
A568	1,461.47	5,602.60	No	Yes	No	1/05/2017		Instalment Plan
A671	1,278.22	3,960.28	No	Yes	No	1/05/2017		Instalment Plan
A809	6,208.75	8,319.88	Yes	N/A	N/A	9/11/2007	Write Off as land is reverted back to the Crown and the pervious owner is deceased.	Write off
A980	12,693.83	16,157.36	Yes	N/A	N/A	17/05/2005	Write Off as land is reverted back to the Crown and the pervious owner is bankrupt.	Write off
A361	7,889.85	9,667.25	Yes	N/A	N/A	5/08/2005	Unable to contact the owner, initiate actions to sell/ revert to the Crown / vesting in the Shire as rates (full or part) are outstanding for more than 3 years.	Sell
A362	8,117.63	10,403.03	Yes	N/A	N/A	31/03/2006		Sell
A27	4,309.58	5,966.53	Yes	N/A	N/A	8/08/2001	Unable to contact the owner, initiate actions to sell/ revert to the Crown / vesting in the Shire as rates (full or part) are outstanding for more than 3 years.	Sell
A1561	6,767.43	8,424.38	Yes	N/A	N/A	8/08/2001		Sell
A962	7,020.12	14,234.28	No	Derelict	No	1/05/2017	If there is a default in the current payment arrangement then to initiate actions to sell/ revert to the Crown / vesting in the Shire as rates (full or part) are outstanding for more than 3 years.	Instalment Plan

Rates outstanding - more than 3 years

Assessment	Outstanding rates - 3 years and more	Total outstanding rates as at 30th Apr 17	Vacant land	Condition of the building - Liveable	Current occupant/s	Last payment date	Proposed action	Summary of action
A241	2,265.21	4,942.91	Yes	N/A	N/A	25/09/2008	Unable to contact the owner, initiate actions to sell/ revert to the Crown / vesting in the Shire as rates (full or part) are outstanding for more than 3 years.	Sell
A605	4,173.95	8,863.84	No	Yes	No	10/10/2014		Sell
A667	10,184.90	12,910.00	No	Yes	Yes	16/08/2011	Occupants have not been able to claim pensioners rebate due to outstanding rates. Consider a concessional arrangement or initiate legal action.	Other
A935	9,648.32	11,361.32	No	Derelict	No	30/05/2006	Write off as owner is deceased and the land will be reverted back to the Crown.	Write off
A776	7,327.46	10,561.98	No	Yes	No	14/05/2007	Write off as it is a leasehold land and the Crown will be taking over the property back.	Write off
A2507	4,091.23	9,322.01	No	Yes	No	29/10/2010	Unable to contact the owner, initiate actions to sell/ revert to the Crown / vesting in the Shire as rates (full or part) are outstanding for more than 3 years.	Sell
A479	5,381.55	9,762.19	No	Yes	No	1/10/2009	Write Off as land will be reverted back to the Crown by the bankruptcy trustee.	Write off
A961	5,035.52	9,541.32	No	Yes	No	24/10/2008	Owner is deceased without an estate ,initiate actions to sell/ revert to the Crown / vesting in the Shire as rates (full or part) are outstanding for more than 3 years.	Sell
A3304	217.48	217.48	Yes	N/A	N/A	9/11/2012		Write off
A3706	338.73	379.33	Yes	N/A	N/A	5/11/2012		Write off
A3710	263.33	635.3	Yes	N/A	N/A	5/11/2012		Write off
A3711	263.33	635.3	Yes	N/A	N/A	5/11/2012		Write off
A3717	334.07	895.48	Yes	N/A	N/A	5/11/2012		Write off
A3718	783.11	2186.98	Yes	N/A	N/A	5/11/2012		Write off
A3719	334.07	895.48	Yes	N/A	N/A	5/11/2012		Write off
A3743	346.69	1052.84	Yes	N/A	N/A	5/11/2012	Write Off as mining tenements have already been surrendered and the company is deregistered.	Write off
A3744	258.24	836.17	Yes	N/A	N/A	5/11/2012		Write off
A3745	368.93	1120	Yes	N/A	N/A	5/11/2012		Write off
A3828	63.77	371.33	Yes	N/A	N/A	5/11/2012		Write off

Rates outstanding - more than 3 years

Assessment	Outstanding rates - 3 years and more	Total outstanding rates as at 30th Apr 17	Vacant land	Condition of the building - Liveable	Current occupant/s	Last payment date	Proposed action	Summary of action
A127	5,415.58	9,213.06	No	Yes	No	20/08/2009	Owner is deceased without an estate, initiate actions to sell/ revert to the Crown / vesting in the Shire as rates (full or part) are outstanding for more than 3 years.	Sell
A586	952.20	4,094.14	No	Yes	No	30/07/2013	Unable to contact the owner, initiate actions to sell/ revert to the Crown / vesting in the Shire as rates (full or part) are outstanding for more than 3 years.	Sell
A595	1,052.95	4,299.68	No	Yes	No	14/01/2015		Sell
A900	3,572.63	7,285.20	No	Derelict	No	1/10/2013	Write Off as land is reverted back to the Crown.	Write off
A782	1,274.35	3,930.05	Yes	N/A	N/A	10/09/2010	No response from the owner, initiate actions to sell/ revert to the Crown / vesting in the Shire as rates (full or part) are outstanding for more than 3 years.	Sell
A783	1,274.35	3,930.05	Yes	N/A	N/A	10/09/2010		Sell
A812	671.04	2,153.27	Yes	N/A	N/A	20/01/2014	Owner is bankrupt, initiate actions to sell/ revert to the Crown / vesting in the Shire as rates (full or part) are outstanding for more than 3 years.	Sell
A788	671.13	2,153.37	Yes	N/A	N/A	20/01/2014		Sell
A827	671.04	2,153.27	Yes	N/A	N/A	20/01/2014		Sell
A185	1,836.97	5,801.33	No	Yes	No	29/07/2011	Owner is deceased without an estate, initiate actions to sell/ revert to the Crown / vesting in the Shire as rates (full or part) are outstanding for more than 3 years.	Sell
A210	3,397.81	5,041.56	Yes	N/A	N/A	16/07/2008	No response from the owner, initiate actions to sell/ revert to the Crown / vesting in the Shire as rates (full or part) are outstanding for more than 3 years.	Sell
A949	1,733.26	4,860.14	No	Yes	Yes	3/05/2017	If there is a default in the current payment arrangement then to initiate actions to sell/ revert to the Crown / vesting in the Shire as rates (full or part) are outstanding for more than 3 years.	Instalment Plan
A188	1,048.88	4,855.52	No	Yes	No	17/07/2013	No response from the owner, initiate actions to sell/ revert to the Crown / vesting in the Shire as rates (full or part) are outstanding for more than 3 years.	Sell
Total	177,083.42	316,033.50						



10.4.7

Officer's Reports

Norseman Aerodrome Project (Construction and Town Crew)

There has been a considerable amount of problems with this project and due to circumstances there is not a lot the Shire of Dundas has been able to do about it.

Firstly the average size of the rock is a lot larger than anticipated, however when you are not paying for the rock only the transport you can only "ask nicely" to draft out the big ones

Then the delivery of the rocks has been nowhere near the original estimate, had we have had the Traffic Management Plan approved a lot earlier production would have been up to scratch. Their production has since slowed down which has a direct impact on the back loading operations

To get around these production problems we have put our own crew on carting from the OK mine, also CNGC are assisting. We are now looking at a completion date in December of this year. Cartage rates are comparable from all three. MLG OZ \$2.86, CNGC 2.80 and Shire of Dundas \$3.52

We have hired a D6T Dozer, and a 20 tonne vibrating drum roller to assist in the pushing out and compacting of the material.

Strategic Fire Break

For a number of years there has been talk of a strategic fire break on the southern part of town, with this in place and the other directions protected with salt lakes it makes the town a lot safer from bushfires. DFES have been approached about this, as well as the slashing of the UCL blocks in Norseman. We then had a meeting with them to discuss our preferences in either the blocks in town or the fire break as funds were limited. So we chose the fire break, the blocks will continue to be slashed at our expense as they have been for some time. Once the fire break is completed then an agreement will be sorted out with DFES regarding the blocks

The actual break would be 12 metres wide, it would start at the airport heading just south of the town, south of the racetrack and then towards Lake Dundas. Any scrubland of any significance between the break and town would be burnt off in the cooler months to reduce the undergrowth. All burn offs would be supervised by DFES.

Norseman Waste Depot

Due to the shortage of funds for the Projects Officer (Steve Bowyer) we have delegated the operations of the Depot to Steve. There has been considerable improvements made by Steve and the depot is starting to look a lot more respectful now it is getting the attention it deserves. Unfortunately a company has been engaged to demolish and dispose the two houses which recently caught fire, however I am sure Steve can handle this.

Recent Wet Weather

Norseman experienced some heavy rainfall on the 11/05/2017 resulting in various sorts of flooding. Often after events like this the Shire may get requests/complaints regarding flooding. Generally speaking road infrastructure has a "flood design life" it may be a drainage system is designed on a five year flood event. This means on average the system is going to fail every 5 years. You rarely get a perfect system that is immune from floods, Mother Nature has a habit of beating these systems. The higher the years the systems are designed to be flood free the higher the costs in establishing them.

So with any requests we get they have to be considered against the current 10 year plan currently being upgraded.

Youth Report – Council Meeting May 2017

Attendance: 11th April – 6th May 2017

14 days in this reporting period 184 attended during this period Average: 13.14/day

Girls: 22 Boys: 28 ATSI: 18 CALD: 4

Under 12: 22 12-14yrs: 17 15-17yrs: 11 18yrs+: 0

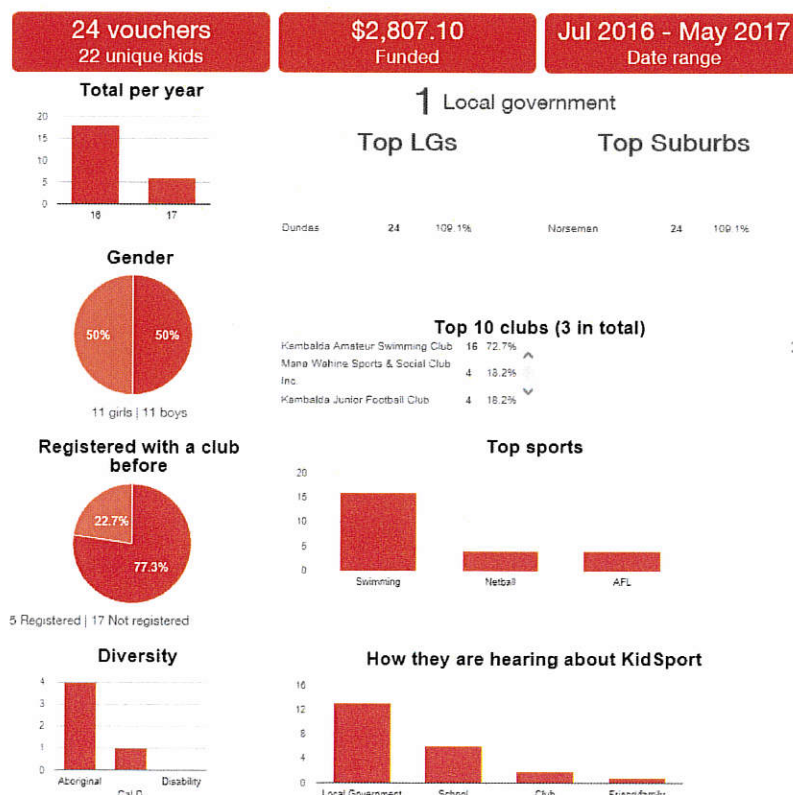
Events & Activities:

Jungkajungka Woodlands Festival: Was a very busy and exciting weekend full of activities for the whole community. Activities held at the Youth Centre were: story telling in sand with Josie Boyle (Josie also read some of her published childrens books), whilst listening to the stories kids made 'happy sticks' by wrapping sticks in yarn and weaving smarties into the creation. The kids were given an opportunity to tell a story in the sand using 4 key words given to them, words like kangaroo, lake, hills etc. The kids came up with some very interesting stories. Millennium Kids ran activities in the park, there was an Easter egg hunt and we made some damper and were able to sit and share more stories amongst ourselves.

Goldfields Kids Fest: A great FREE day put on by the City of Kalgoorlie-Boulder for children aged 0-12yrs. A great variety of activities, live performances by Ben & Holly, How to Train Your Dragon events, plenty of food stalls run by various community groups raising money for their own activities, plenty of free rides and educational activities. Will definitely encourage more people to get on board and come with next year. Massive thanks to Angie at the Community Resource Centre for promoting this event through her Kidz Klub.

Junior Sports: The kids have been busy with training sessions and games as the football and netball seasons have well and truly started. All of the kids are doing great in their chosen sport, with some of our boys bringing home 'best on field' awards every week and same with our girls in netball, with one of our girls getting 'best on' for the first game of the season. Well done to each and every one of them.

KIDSPORT INFOGRAPHICS





**REPORT TO COUNCIL
COUNCIL GENERAL MEETING TUESDAY 16TH MAY 2017**

AREA: COMMUNITY DEVELOPMENT

OFFICER: MARGARET MCEWAN

Period of Reporting: April-May 2017

ANZAC Day

Thank you to everyone who attended the ANZAC Dawn service on the 25th April 2017, It was great to see so many people, young and old, braving the weather to pay their respects, Great job to our student speakers Connor Wing and Georgina Schultz, they both spoke very well and represented their school with great pride. After the ceremony people were welcome to attend the Digger's Breakfast at the Town Hall. Approximately 64 people attended and had a choice of sausages, bacon, eggs, toast, baked beans, spaghetti, tomatoes and mushrooms. Thank you to everyone who helped with the cooking and clean up.

Community Groups

On the 9th May the Community Development team had the pleasure of taking the Ladies Craft Group to Esperance for the day. The day started with a light lunch before heading to the museum park for a wander around looking through little shops, the museum and art gallery. It was a great day and everyone enjoyed themselves. Ladies Craft Group is growing and attracting new members, craft is every Wednesday from 1pm at the Old Scout Building. Sadly now that Bible School has finished, the group is moving out of the small back room into the hall for more space. The hall may need to be updated to ensure it is safe for our Craft Group.

Dance started on the 7th May with a total of 12 children participating this year, what a great turn out for the first lesson. Dance will be at the Town Hall on Sunday afternoons from 2pm – 3pm. Sarah from Moore Moves Dance Academy in Kalgoorlie will come down to Norseman once a fortnight to do dance lessons, at a cost of \$5.00 per child per lesson. Jammie-lee Bennett is running this year's Dance Program and is looking into applying for a Community Grant through the Shire of Dundas to help pay for the end of year costumes and any other expenses. The next dance lesson is the 28th of May, then again on the 4th June. After this date dance lessons will be fortnightly.

Gold Fever

The Shire of Dundas is stepping back from the Gold Fever Festival Committee. As stated in the last AGM minutes, the Shire was only sitting on the committee to assist with financials and planning of the Festival. The Gold Fever Festival Committee had their AGM on the 4th May 2017, and a new committee was elected.



Late Item 12.1

Approval of Contract – Norseman Airstrip

Our Ref: 7628
Your Ref:

11 May 2017

Chief Executive Officer
Shire of Dundas
Doug Stead
PO Box 163
NORSEMAN WA 6443



Dear Doug

**NORSEMAN AERODROME – RUNWAY UPGRADE AND ASSOCIATED WORKS
PROPOSAL BY WML CONSULTING**

1. INTRODUCTION AND BACKGROUND

Thank you for inviting WML to submit a fee proposal for the above project. Following initial meeting in Kalgoorlie with CEO, Deputy CEO and Shire Manager of Works & Services and subsequent meetings in Norseman and on site 21 April 2017 we understand that the Shire is seeking engineering consultancy services as outlined in scope of work below in order to facilitate progression of this project through the materials procurement and construction phase. It is understood that the brief also includes a review of overall status in regard to previous consultancy services including design and materials specifications. It is also understood that this project is being funded through State and Federal Government sources as well as Department of Transport and there are budget limitations associated with those funding sources.

As mentioned in the meetings WML has been involved in other Local Government airport runway pavement projects in the past year or two and our Geotechnical and Civil Engineering teams, primarily through Principal Geotechnical Engineer Paul Foley and Senior Civil Engineer Tony Chisholm, have gained a good level of understanding and knowledge in terms of airport pavements. Furthermore they are also familiar with designing and constructing pavements over salt lakes.

Based on documentation provided by the Shire our understanding of the history of this project, in terms of previous consultancies, is as follows:

- A business case for Norseman Airfield Upgrade was prepared for Dundas Shire by "The Airport Group" (TAG) and is the subject of a report dated 30 June 2015. That business case was used to secure Government funding for the project which is understood to comprise \$3.2M.
- "The Civil Group" (TCG) were engaged by the Shire in 2016 to provide consulting civil and aviation engineering services, in response to their proposal submission dated 11 May 2016. There is also evidence of some services being provided by TCG as early as 10 July 2015 associated with opinions of probable costs for upgrading the aerodrome. It is assumed this may have been related to the process of seeking funding.





The 11 May 2016 submission details a scope of services including geotechnical field work via a sub-consultant, hydrology services via a sub-consultant, additional survey via sub-consultant surveyor if required, site visits, determination of construction materials, spatial requirements and design criteria for preliminary design via TAG as sub-consultant, preparation of detailed construction drawings, specification and tender documentation, pre-tender opinion of probable costs, tender process and tender evaluation and various matters relating to Superintendent roles, contract phase project team and contract administration during construction. The proposal submission included proposed upper limit fee budgets for TAG and TCG components as well as for geotechnical (via Douglas Partners) and hydrologist (Hyd2O).

- The advice from the Shire is that there is a degree of uncertainty as to what deliverables have been received from TCG in respect of this engagement and also that the current Shire management is of the opinion that the scope of TCG services has been changed significantly however formalisation of that does not appear to be documented.
- A stakeholder consultation report was prepared by TAG dated 29 June 2016 which was identified as a deliverable within their sub-contracted scope under the TCG proposal. It is apparent that, apart from the design aspects of TAG's brief there are a number of items within TAG's scope, primarily related to CASA certifications and flight validations, preparation of procedures, environmental assessments and maintenance contracts which are yet to be undertaken.
- A hydrological investigation report was prepared by Hyd2O dated 19 September 2016 which was to determine Lake Cowan flood levels and their potential impact on the airstrip design upgrade.
- An updated single page budget spreadsheet was provided by TCG on 16 December 2016 showing a breakdown of costs into various materials supply and delivery (including identification of suppliers), construction costs on site and various consultant costs (including TCG and TAG consultants, contracts manager consultant, site supervision, geotechnical and hydrologist consultants and surveyor) and costs associated with runway lighting conduits, bitumen sealing and line marking. The total budget was quoted at \$3.2M.
- A set of "Issued for Construction" (IFC) drawings (including CAD versions and XREFs) were received from TCG dated 22 December 2016 including earthworks and pavement plans, haul route plan, pavement long sections and typical cross-sections, intersection grading plan and carpark line marking plan.
- A subsequent undated single page document summarising quantities and sources of various material types (including a table with notes referenced to a cross-section sketch) was provided by TCG.
- A summary (dated 7 April 2017) of professional fee amended budgets and fees claimed (as at 21 March 2017) was provided by the Shire with an indication (based on best knowledge of current staff) of what items have been completed and paid etc.

From discussions with Shire and observations on site some works have commenced on site comprising construction of the haul route which surrounds the runway and depositing (and pushing with dozer) rock mullock material as part of the first lifts of material over the salt lake pan. Some nominal rolling of this imported material has also taken place and some oversized material had been pushed into numerous small stockpiles within the footprint of the runway construction area. Some of the pushed rock had been topspread with a thin layer of gypsum material sourced from local excavations near the edge of the lake.



2. SCOPE OF WORK

It is understood from discussions with the Shire that an agreement has been reached with TCG to finalise their engagement at an agreed stage of completion which can generally be defined as completion of design phase. The Shire therefore requires the following services in order to progress the project.

- Advice on current works which comprises carting and placement of rock mullock and pushing into place and rolling by Shire resources. This includes an analysis of design documentation and drawings.
- Advice on overall status of previous professional fee engagements including determination of what has been delivered against what costs are being claimed. This is also to include advice to the Shire on what further information to seek from TCG and then further review of that information once received.
- Review of design and materials specifications to determine technical adequacy of design.
- Full review of design drawings for technical adequacy and compatibility with other aspects of the design and re-assignment with WML title blocks. This is assumed to be compliant with Clauses 13 to 15 of TCG's original Terms of Agreement relating to Intellectual Property.
- Drafting amendments to CAD drawings (as required).
- Review of material sources and costs to identify most economical sources and methods of delivery.
- Preparation of technical specification or basic description of works and tender documentation (if not available from TCG).
- Review of overall projected project costs taking into consideration the findings from the above tasks.
- Advice on methodology of progressing through the project construction phase having regard for a combination of Shire and contracted construction resources, Local Government Tender regulations and Shire purchasing policy, site supervision options (including Shire Manager Works & Services) and Superintendence of contract components.
- Site visits as required.
- Materials sampling and testing as required.
- Liaison with "The Civil Group" and other sub-consultants for purposes of clarification as required. Sourcing of any further information will be via the Shire as TCG's original client.
- Liaison and coordination with TAG for completion of remaining tasks within their original brief.

3. DELIVERABLES

The deliverables against the items listed under Section 2 - scope of works, will primarily comprise reports and spreadsheets attached to e-mails as well as specification and tender documents. If the scope requires any amendments to IFC drawings as a result of the design review WML will be able to undertake this re-design and drafting service by amending the CAD drawings. In order for WML to "take ownership" of the design drawings (hence changing to WML title blocks) this process will need to include a full review of all details of the design and drawings.

4. ASSUMPTIONS AND CLARIFICATIONS

This proposal assumes that:

- Technical specification and tender documentation (as per original TCG brief) is not available therefore requiring research, sourcing and preparation of a specification or basic description of works and tender documentation (in compliance with Local Government regulations) by WML
- This proposal excludes the provision of contract superintendence and site supervision services however WML is able to provide such services if required.



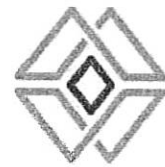
5. FEE ESTIMATE

Until overall status of previous professional fee engagements is confirmed it is not possible to offer a definitive quote on costs associated with this brief. We have however attempted to apply a nominal estimate of hours likely to be associated with each of the tasks outlined in Section 2. The corresponding estimated cost amounts (per table below) are based on application of WML's standard hourly rates to those estimated hours for various staff. Apart from the review and re-assignment of design drawings and the possibility of some nominal drafting re-design work by Draftspersons (if required) all of the other tasks are based on activities being undertaken by either or both of Paul Foley and Tony Chisholm who are both charged out at same hourly rate.

The hourly rates and amounts quoted in table below are exclusive of GST which is applied as a single figure at the base of the table.

#	Item	Estimated Amount (\$)
1.	Advice on current works (16 hrs Engineer)	\$3,120
2.	Advice on overall status of previous professional fee engagements (8 hrs Engineer)	\$1,560
3.	Review of design and materials specifications (24 hrs Engineer)	\$4,680
4.	Full review of design drawings and re-assignment with WML title blocks (20 hours Draftsperson)	\$1,900
5.	Drafting amendments to CAD drawings (16 hrs Draftsperson)	\$ 1,520
6.	Review of material sources and costs (16 hrs Engineer)	\$3,120
7.	Review of overall projected project costs (16 hrs Engineer)	\$3,120
8.	Advice on methodology of progressing through the project construction phase (24 hrs Engineer)	\$4,680
9.	Site visits as required, assuming 2 visits (12 hrs Engineer + 800 kms)	\$3,140
10.	Materials sampling and testing as required (nominal allowance)	\$2,000
11.	Liaison with "The Civil Group" and other sub-consultants (8 hrs Engineer)	\$1,560
12.	Liaison and coordination with "The Airport Group" for completion of remaining TAG tasks (16 hrs Engineer)	\$ 3,120
Total (Excl GST)		\$37,850
GST @ 10%		\$3,785
Total (Incl GST)		\$41,635

The fee includes all costs incurred by the consultant, including travel and other disbursements. Any sub-contractor fees if required include a 10% management fee from WML.



6. CURRENT CHARGE-OUT RATES

For your information, our current charge-out rates used for the estimates under Section 5 and for any additional time-based work beyond the scope outlined above are as follows:

Item	Rate (Excl GST)
Principal Geotechnical Engineer (Paul Foley)	\$195/hr
Senior Civil Engineer (Tony Chisholm)	\$195/hr
Draftsperson	\$95/hr
Travel	\$1 per km
Sub-Contractors and expenses	Cost plus 10%

7. CONDITIONS OF ENGAGEMENT

We would propose that our engagement be in accordance with WML's terms of engagement as attached.

8. TIMING

WML will work with the Shire to determine the required timeframe for the submission of deliverables. WML resources are available to commence immediately upon confirmation of engagement and initial site familiarisation visit can be undertaken during week commencing Monday 15 May 2017.

9. PERSONNEL

The work will be overseen by Principal Geotechnical Engineer Paul Foley who will fill the role of Technical Reviewer on the project. Senior Civil Engineer Tony Chisholm will be responsible for local coordination with the Shire, including site visits as required and will assist Paul with engineering assessments and preparation of deliverables. Both Paul and Tony have well in excess of 30 years Engineering experience. Full CVs are available on request.

We trust this fee proposal is of interest and look forward to hearing from you in due course.

Yours faithfully

A Chisholm

Tony Chisholm

Branch Manager and Senior Civil Engineer

For and behalf of WML Consultants Pty Ltd

Terms & Conditions of Engagement for Consulting Services

WML Consultants Pty Ltd
ABN 36 092 471 531



These conditions of engagement together with any accompanying document(s) and/or any correspondence incorporating these conditions comprise the entire agreement ("Agreement") between the Client and the Consultant (WML Consultants Pty Ltd) with respect to the Consultant's Services and supersede all prior agreements, proposals, oral and written representations and negotiations. If there is any inconsistency between these conditions and any accompanying document, these conditions shall take precedence.

1. Performance of the Services

The Consultant shall perform the services described in the accompanying Fee Proposal ("the Services") with due care, skill and diligence and in accordance with the standard of performance considered acceptable by the consulting engineering profession in Australia.

2. Client's Responsibility

The Client shall provide to the Consultant:

- a) adequate briefing, instructions and all relevant documents, and other information concerning the Client's requirements sufficient to enable the Consultant to carry out the Services.
- b) such access to premises or sites of the Client as is reasonably necessary for the Consultant to carry out the Services.
- c) notice of any matter which may change the scope or timing of the Services or the project immediately upon becoming aware of such events.

The Consultant shall not be liable for any damage or consequential costs caused by incomplete or inaccurate information supplied by the Client or its agents.

3. Fee / Credit Checks

- a) The Client agrees to pay the Consultant the remuneration described in the Fee Proposal for performing the Services ("the Fee").
- b) The Client acknowledges that the Consultant may issue its invoices monthly and the Client agrees to pay the Consultant within 14 days of date of any invoice.
- c) Should the client default in the payment of any monies due under this agreement then all monies due to the Consultant shall immediately become due and payment shall be made by the client within seven (7) days of the date of demand.
- d) The Consultant shall be entitled to charge interest on overdue accounts. Interest will be calculated on daily balances from the date upon which payment became due until the date of payment of the account at the General Interest Charge rate which is determined under section 8AAD of the Taxation Administration Act 1953. This shall not relieve the Client of his obligation to pay the account.
- e) Any expenses, costs, or disbursements incurred by the Consultant in recovering any outstanding monies from the customer, including debt collection agency fees and/or solicitors costs, shall be paid by the Client.
- f) The Consultant may at any time or from time to time without assigning any reason refuse to extend any further credit to the Client. The granting of a credit trading account does not require the Consultant to extend to the Client any particular amount of credit.
- g) The fee submission provided is valid for the period of the works provided works are commenced within 3 months of acceptance. The Consultant reserves the right to review its position in relation to fees should works not commence within this period.
- h) The Client authorises the Consultant to carry out credit checks and to obtain credit reports in respect of the Client's creditworthiness.
- i) The Client warrants that the trading entity information in the fee proposal is correct for the purposes of obtaining a credit trading account with the Consultant.

4. Variations to the Services

- a) The parties may vary, add, or delete parts of the work comprising the Services.
- b) The Client may give a direction to vary, add, or delete part of the work ("the directions") orally but the Client shall, as soon as practical, confirm such variation in writing.
- c) The Consultant shall not be bound to comply with the direction until the Client confirms it in writing.
- d) The fee payable by the Client for the variation shall be determined by the Consultant's hourly rates in force at the time plus any expenses, except where it is agreed between the parties that the fee or fee and expenses are to be determined as a lump sum, or as a percentage of construction costs, or as otherwise agreed.
- e) Variations which Change the Scope of the Services: The Consultant shall not be obliged to comply with a direction

which would change the general scope of the Services if, within 7 days of receipt of the direction, the Consultant gives a written notice to the Client in accordance with this subclause. If the Client directs a variation to the Services which the Consultant considers changes the general scope of the Services, the Consultant shall so advise the Client in writing within 7 days, stating whether the Consultant agrees to comply with the direction and, if so, a fee proposal for carrying out the direction. If the Client accepts the Consultant's proposal, the Consultant shall effect the variation in accordance with that proposal.

If the Client either does not agree within 7 days of receipt of the Consultant's notice given under this subclause that the direction changes the general scope of the Services or does not accept the Consultant's proposal, then the dispute resolution provisions of the Agreement will apply.

- f) Variations, whether a Change to the Scope of Services or not, may necessitate a change to the agreed programme of the works. Any change in programme shall be agreed between the parties.

5. GST

All fees and charges presented for services are excluding GST unless otherwise specified in the fee proposal. GST will be added at the rate applicable at the time of invoicing.

6. Delays, extensions of time, and associated costs

If the Consultant is or will be delayed in carrying out the Services by a cause beyond the reasonable control of the Consultant or by an act or omission of the Client or an employee, or other consultant, contractor, or agent of the Client, then the time for carrying out the Services shall be extended by the extent of the delay and the Client shall pay to the Consultant such extra costs as are necessarily incurred by the Consultant by reason of the delay.

Nothing in this clause shall (a) oblige the Client to pay extra costs for delay or disruption which have already been included in the value of a variation or any other payment under the Agreement, or (b) limit the Client's liability for damages for breach of the Agreement.

7. Outgoings

- a) Where costs associated with travel are to be recovered, they will be charged at cost plus 10%, except in the case of motor vehicle costs, which will be charged on a kilometre basis as stated in the fee proposal.
- b) Where other disbursement costs are to be recovered such as plan printing, courier fees, tender documents, they will be charged at cost plus 10% unless otherwise agreed.

8. Specialist Assistance

- a) If the Consultant considers it appropriate to do so, it may with the Client's prior approval, which shall not be unreasonably withheld, engage another consultant to assist in specialist areas.
- b) Unless otherwise specified the costs associated with engaging another consultant will be treated as outgoings and they will be charged at cost plus 10%.
- c) The Client agrees to indemnify and keep the Consultant indemnified in respect of any fees, costs, expense, and any claim (including all reasonable legal costs and expenses) whatsoever in relation to work performed by the other consultant.

9. Limitation of Liability – third party consultants and contractors

- a) The Client acknowledges and accepts that, to the extent permitted by law, the Consultant, its officers, and agents shall not be liable to the Client whatsoever, whether in contract or tort (including, but not limited to, negligence), breach of statute or any other legal or equitable obligation in relation to any loss or damage or personal injury arising from any act or omission of any sub-consultant, contractor, workman, supplier, or fabricator or other third party involved in the project.
- b) The Client agrees to indemnify and keep the Consultant indemnified against liability for all loss or damage arising from the events set out in subclause (a) above.

Terms & Conditions of Engagement for Consulting Services

WML Consultants Pty Ltd
ABN 36 092 471 531



10. Limitation of Liability – the Services

To the extent permitted by law:

- a) Any liability of the Consultant for loss or damage, howsoever caused or arising (including, but not limited to, by the negligence of the Consultant) in connection with this Agreement:
 - i. shall be limited to the sum of \$250,000.00 (two hundred and fifty thousand dollars) or the fee paid to the Consultant under the Agreement (excluding GST), whichever is the lesser, and which shall be the maximum limit in respect of all claims;
 - ii. shall be reduced proportionally to the extent that any act or omission of the Client or its employees or agents may have caused or contributed to the loss, damage or liability;
- b) The Consultant is not liable for any indirect or consequential loss or damage, or loss of revenue or profits, howsoever caused or arising (including, but not limited to, by negligence of the Consultant) that may be suffered by the Client in connection with the Agreement;
- c) After the expiration of one (1) year from the date of invoice in respect of the final amount claimed by the Consultant, the Consultant shall be discharged from all liability in respect of the Services whether under the law of contract, tort, or otherwise. The Client shall not be entitled to commence any action or claim whatsoever against the Consultant (or any employee, agent, or sub-consultant of the Consultant) in respect of the Services after the expiration of that time.

11. Copyright

- a) Copyright in all drawings, reports, specifications, calculations, and other documents ("Intellectual Property") provided by the Consultant belongs to the Consultant at all times.
- b) Unless otherwise agreed between the parties, and subject to payment of the Consultant's fees and charges under this Agreement, the Client alone shall have a licence to use the Intellectual Property referred to for the purpose of completing the project, but the Client shall not use, or make copies of, such Intellectual Property in connection with any work not included in the project.
- c) If the Client uses or directly or indirectly causes the Intellectual Property to be used, the Consultant may revoke the licence referred to. The client must immediately return to the Consultant all Intellectual Property referred to (including any copies thereof) and the Client may be the subject of further action to recover monies owing and copyright damages.

12. Warranty and Indemnity by Client

If the Client provides the Consultant with documents, plans, and other information ("the material"), the Client shall indemnify and keep indemnified the Consultant, its officers, employees, and agents against all harm, loss, and damage arising from the Client's infringement of any third party's intellectual property right in the material.

13. Termination / Suspension

- a) The Agreement may be terminated or suspended at any time by mutual agreement or by the Client giving 14 days prior written notice to the Consultant. If the Agreement is terminated or suspended, the Client shall pay the Consultant a fair and reasonable fee for the services carried out up to and including the date of termination/suspension calculated at the hourly rate set out in the Schedule together with payment of any costs and expenses reasonably incurred by the Consultant to that date, plus demobilisation costs where applicable. In the case of suspension of services and upon mutual agreement and tendering of new service fees, the Client shall give the Consultant reasonable notice to recommence carrying out those services so suspended.
- b) The Consultant may terminate the Agreement by notice in writing to the Client if the Client fails to pay the Consultant's invoices when due, or if the Client fails to remedy any other breach of the Agreement within the time specified in a written notice to remedy.

14. Disputes

- a) If there is any dispute with the Services or the Consultant's invoices, the Client must notify the Consultant in writing, adequately identifying and providing details of the dispute within 14 days of the dispute coming to the Client's attention or of the invoice being issued.

- b) The Client and the Consultant agree to use their best endeavours to negotiate a settlement of all disputes in good faith. The Client agrees to submit the dispute to mediation if requested by the Consultant, provided that this provision shall not prevent the Consultant from instituting legal action at any time to recover monies owing by the client to the Consultant.

15. Governing Law and Jurisdiction

This Agreement shall be construed and governed in accordance with the laws of Western Australia and the parties hereto submit to the nonexclusive jurisdiction of the courts of Western Australia.

16. Disclaimer - Estimates of construction costs

Where estimate of construction costs are given: Where the Consultant expressed an opinion of the estimated costs of the project, that estimate was based on Consultant's experience as a consulting engineer and not as Quantity Surveyors. The Client acknowledges and accepts that the estimate is merely a guideline. The Consultant does not accept any liability for these estimates.

Engineering consultants: Our estimates are based on current industry rates for this type of work and do not allow for any future market fluctuations. On this basis our estimates are valid for a period of three (3) months from the date of issue, subject to the note on estimates above.

17. Insurances

The Consultant has Professional Indemnity Insurance (\$10M for individual occurrences and \$20M in the Aggregate) and in addition Public Liability Insurance and Workers Compensation cover that meets statutory requirements. The Consultant undertakes to use all reasonable endeavours to maintain its insurance for seven years after completion of the services.

18. Commencement of Agreement

This Agreement shall be deemed effective on and from the date of commencement of the services by the Consultant or the date of execution of the Agreement, whichever is earlier.

19. Assignment

Neither party may assign, transfer, or sublet any right or obligation under this agreement without the written consent of the other. Unless stated in writing to the contrary, no assignment, transfer, or subletting shall release the assignor from any obligation under this agreement.

20. Amendment and waiver

Except as provided at law or in equity or elsewhere in the Agreement, none of the terms of the Agreement shall be amended, waived, discharged, or released unless expressly agreed in writing by the parties.

21. Severance

If any provision or part of this Agreement is found to be illegal, unenforceable, or invalid, then that part or provision will be severed from this document so that all parts that are not, or do not become, void, unenforceable, or invalid remain in full force and effect and are unaffected by that severance.

Client Name	Shire of Dundas		
Date	6 May 2017	Job Number	7628
Contract Value			
Job Description	Norseman Aerodrome Runway Upgrade		
Client Signature			



Late Item 12.3

Application for a Home Occupation Licence

Home Occupation.

APPENDIX II - FORM OF APPLICATION FOR PLANNING CONSENT

TOWN PLANNING AND DEVELOPMENT ACT 1928 (AS AMENDED)

SHIRE OF DUNDAS

FORM OF APPLICATION FOR PLANNING CONSENT

1. Surname of Applicant.....Ramsay
Given names.....Michael Ramsay
Address.....127 GOODLIFFE ST
2. Surname of Landowner (if different from above).....
Given names.....
Address.....
3. Submitted by.....Michael Ramsay
4. Address for correspondence.....
.....
5. Locality of Development.....
6. Title Details of Land.....Residential
7. Name of road serving Property.....GOODLIFFE X COMPTON
8. State Type of Development.....
Nature and size of all Buildings proposed.....
.....
Materials to be used on external surfaces of Buildings.....
.....
General treatment of open portions of the site.....
.....
Details of car parking and landscaping proposals.....
.....
Approximate cost of Proposed Development.....
Estimated time for construction.....

.....
Signature of Owner

.....
Signature of Applicant or Agent

(Both signatures are required if applicant is not the owner).

.....
Date

.....
Date

16-5-17