



Town of Port Hedland

MINUTES

OF THE

ORDINARY MEETING
OF THE TOWN OF PORT HEDLAND COUNCIL

HELD ON

WEDNESDAY 22 APRIL 2009

AT 5.30 PM

IN COUNCIL CHAMBERS
McGREGOR STREET, PORT HEDLAND

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Chris Adams
Chief Executive Officer



OUR COMMITMENT

To enhance social, environmental and economic well-being through leadership and working in partnership with the Community.

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ITEM 1 OPENING OF MEETING**1.1 Opening**

The Deputy Mayor declared the meeting open at 5:33 pm and acknowledged the traditional owners, the Kariyarra people.

ITEM 2 RECORDING OF ATTENDANCE AND APOLOGIES**2.1 Attendance**

Cr S R Martin	
Cr A A Carter	
Cr G D Bussell	
Cr S J Coates	
Cr G J Daccache	
Cr J E Ford	(from 5:38 pm)
Cr A A Gear	(from 5:42 pm)
Cr J M Gillingham	(from 5:33 pm)
Mr Chris Adams	Chief Executive Officer
Mr Matthew Scott	Directory Corporate Services
Mr Terry Dodds	Director Engineering Services
Mr Terry Sargent	Director Regulatory and Community Services
Ms Gaye Stephens	Executive Assistant
Members of Public	5
Members of the Media	1

2.2 Apologies

Nil.

2.3 Approved Leave of Absence

Nil.

ITEM 3 RESPONSE TO PREVIOUS QUESTIONS TAKEN ON NOTICE**3.1 Questions from Public at Ordinary Council Meeting held
Wednesday 25 February 2009**

Nil.

- 3.2 Questions from Elected Members at Ordinary Council Meeting held Wednesday 25 February 2009

5.4 *Councillor Kelly A Howlett*

In relation to the Sutherland Street Nodes which look fantastic at this interim stage, but it has been raised with me regarding re-vegetation plans surrounding those nodes; are there any re-vegetation plans? If so, can native species such as the Town's emblem, the Bird flower, be incorporated into those plans?

Director Engineering Services advised he met with the Town's Manager Engineering Services today, and the scope of works is still being worked through as the job has expanded slightly. Deputy Mayor advised this question will be taken on notice. Director Engineering Services advises there are re-vegetation plans underway for installation at the Sutherland Street Nodes, which includes the planting of native species.

I've noticed that light poles have been dropped along the concrete path down from the Water Tower and near the All Seasons; is Council aware of any additional lighting plans for that area; can we please see details of the plans and emphasise on the lighting to be minimal and turtle friendly in this nookery area?

Director Engineering Services confirmed he has also noticed the poles in the area; and advised Councillor Howlett this question will be taken on notice.

Director Engineering Services advises that the section between the All Seasons and Gratwick Aquatic Centre is included in Council's Street Lighting Plan. An EPA application is being finalised to ensure street lighting in this area will meet the necessary environmental requirements of the area, in the meantime, Horizon Power were requested to remove the poles to avoid any confusion in the short term.

Can Council please start promoting the proposed whitegoods collection for May/June? Can Councillors see details on how the collection will work, including timeframes and budget?

Director Engineering Services advised the whitegoods collection is scheduled for the beginning of May. He advised the remaining question will be taken on notice.

This details on how the white goods collection will work, including timeframes and budget are included in the monthly Engineering Services Report. This month's Town Talk includes advice to residents regarding the kerbside collection of white goods.

Can we work with the South Hedland vet to get discounted desexing; or look at it in the [2009/10] budget process to do a free/discounted micro chipping day to encourage responsible pet ownership?

Deputy Mayor advised this question will be taken on notice.

Director Regulatory and Community Services advise that both matters can be considered as part of Council's 2009/10 budget process.

5:33 pm Councillor Jan M Gillingham entered the room and assumed her chair.

ITEM 4 PUBLIC TIME

4.1 Public Questions

5:33 pm Mayor opened Public Question Time.

4.1.1 Mr Shane Sear

In respect to Item 11.1.2.1 'Proposed Development of 15 x 4 room chalets, I ask the following questions: If the rooms are to be 'tourist' orientated, why has the proposal only allowed for single rooms, when tourists would need a mix of options?

Chief Executive Officer advised that the matter will need to be considered by Council when they make their decision on the matter. The proponent is proposing to build single rooms.

Have Councillors or Council staff been given any other plans to show what the building will look like and construction materials used other than the floor plan as per attachment?

Director Regulatory and Community Services confirmed yes.

Is that the Councillors and Council staff?

Director Regulatory and Community Services clarified that Council staff have been provided with other plans, and Councillors have been provided with the basic information.

Why is there no condition placed, similar to that placed on Club Hamilton, requiring a certain percentage to be kept for the public, therefore avoiding the entire development being taken over by one resource company or contractor?

Director Regulatory and Community Services clarified that as the proposal is to have additional tourist accommodation on the site that can be managed under the existing Caravan Park arrangements.

Why is there no condition in relation to landscaping?

Director Regulatory and Community Services explain that the proposed development is included on the existing approved site.

Is Council confident that the Town is not getting another construction camp under the guise of 'tourist chalets'?

Chief Executive Officer advised that this is something that will need to be considered by Council when it considers the Agenda Item.

Does Council feel that it is necessary to be consistent in planning issues?

Mayor confirmed yes. Council does need to be consistent.

In respect to the already approved ablutions, why did council approve buildings that are more akin to a 'fly camp' and not insist on more permanent structures like those already existing on site and while most of the infrastructure is already in place?

Director Regulatory and Community Services advised that the existing planning approval and the BCA [Building Code of Australia] both permitted a development of that standard, so Council staff did not have the capacity to refuse the application on aesthetic grounds.

What is the status of the Transient Workforce Accommodation development at the Port Hedland International Airport?

Chief Executive Officer advised that a Lease has been signed, and planning approval granted. A Building Licence application is yet to be submitted.

5:38 pm Mayor closed Public Question Time.

5:38 pm Councillor Jan E Ford entered the room and assumed her chair.

3.2 Public Statements

5:38 pm Mayor opened Public Question Time.

3.2.1 Mr Bill Dziombak, Chairman of the Port Hedland Visitor Centre Management Committee

Mr Dziombak advised Council that the Port Hedland Visitor Centre Management Committee is yet to peruse the proposed Funding Agreement.

5:39 pm Mayor closed Public Question Time.

ITEM 5 QUESTIONS FROM MEMBERS WITHOUT NOTICE

5.1 Councillor Grant Bussell

In relation to the Volunteer Sea Rescue building in McKay Street that is riddled with termites, it is a beautiful old building that has the potential to be a brilliant community facility: as the Port Hedland Historical Society does not have the capacity to fix the building on its own, would Council consider being involved in a project to conserve the building?

Mayor advised that he understood the building has been condemned for a number of years due to white ant damage.

Director Regulatory and Community Services clarified there is no Order of Council for the condemning the building; but it is understood that the building is so damaged by termite activity that it is no longer viable to restore it. This understanding is based on information provided by the Volunteer Sea Search and Rescue Group.

Chief Executive Officer clarified that the land in question is owned by the Crown, and the Crown has vested the land directly to the Volunteer Sea Search and Rescue Group. The Town of Port Hedland does not have direct or indirect ownership of the land or buildings associated with the land. If Council was to assist [in a project to restore the building] that would required a decision of Council and budgetary consideration. Currently there is no budget allocated for this. Council may consider assisting a restoration project as part of its 2009/10 budget process.

[NOTE: Councillor Arnold Carter recalled that the Department of Education were thinking about contributing financially to the restoration of the building approximately four (4) to five (5) years ago, related to the centenary/anniversary of the school at the time].

Mayor added that Council wished, he would volunteer his services as a Registered Builder to undertake an assessment of whether it would be viable to reinstate the building.

5:42 pm Councillor Arthur Gear entered the room and assumed his Chair.

Last month I requested an updated copy of the Land Rationalisation Plan and South Hedland Town Centre Development Structure Plan and have not yet received them, can this be forwarded please?

Director Regulatory and Community Services advised he received a copy by email late this afternoon, of which is being forwarded to Councillors.

Which one was that?

Director Regulatory and Community Services clarified it was the Land Rationalisation Plan received and circulated to Councillors this afternoon. He added that the section on South Hedland is yet to be supplied. This section will be distributed as soon as it is received by Council staff.

Further to Councillor Gear's question relating to the landfill site that Atlas Iron put in near the DeGrey River, have our staff actually inspected the site?

Director Regulatory and Community Services advised that Council's Environmental Health staff did investigate the report of an unauthorised landfill site in the locality of the DeGrey River; and found out that what is present on site conforms with the Environmental Protection Authorities requirements. There was one area that did require some reinstatement, which we understand has been addressed.

What is Council replacing the dead palm trees in front of the Port Hedland Visitor Centre with and when?

Chief Executive Officer advised that at this stage the trees are not being replaced, as Council has not budget allocation or resolution that enables the Town to do so

Will it need a Council decision?

Chief Executive Officer clarified that to replace the dead palms with similar/like palms will be an expensive exercise. Currently, Council has no financial resources within the 2008/09 budget to replace the palms with similar well established trees. A new item request will be included for Council's consideration as part of the 2009/10 budget process.

Couldn't we just plan some Royal Poincianas, or something?

Chief Executive Officer advised an item will be presented, to enable Council determine the best solution in regard to the replacement of the dead palms.

In relation to Mr Sear's question relating to the development at Black Rock Stakes Caravan Park, and the drawings referred to; are we talking about dongas?

Mayor advised he is unsure, as Councillors have been provided with floor play layouts, without architectural drawings or plans being provided.

Director Regulatory and Community Services advised that only a floor plan has been provided for Councillor's consideration of the planning approval. He added the full application was brought to Council's Informal Briefing as Councillor Ford had requested it. The rooms are a skid-mountable portable building, which are not the conventional 'donga' that the Town is familiar with; however by being a skid-mountable portable building this may fit with most people's definition of a 'donga'

Mayor added that at this stage Council has not viewed any architectural drawings or plans associated with the proposed development.

Has staff seen them?

Mayor advised that staff may have seen them.

Director Regulatory and Community Services confirmed staff has seen architectural drawings and/or plans associated with the development.

5.2 Councillor Arnold Carter

When a proposal such as this is being presented to Council for consideration, wouldn't it be advisable to present the additional plans and/or drawings for Council's consideration?

Mayor agreed this would be advisable for future proposals being presented for Council's consideration.

5.3 *Councillor Arthur Gear*

On behalf of a member of the public, and as there is an item for Council's consideration in relation to Bert Madigan Park, I have been asked if Council can assist with the restoration of the lettering of a returned soldier's gravestone at the Port Hedland Cemetery? Who is responsible for this type of request, the RSL [Return Services League] or the Council?

Chief Executive Officer advised he will take the question on notice, as he is not sure of the practice of restoring gravestones.

So shall I raise it with the RSL on Saturday then?

Chief Executive Officer agreed this would be appropriate.

5.4 *Councillor Kelly Howlett*

If it is Council's responsibility can we get the lights at Shay Gap Park, namely the lights at the younger children's play ground area and basketball court, fixed please?

Chief Executive Officer confirmed yes.

Have we received the legal advice yet in regards to junk mail?

Director Regulatory and Community Services advised he received an email today advising that the legal advice in relation to junk mail deliveries in Port Hedland will not be available for tonight's meeting. It will be available soon, and will be circulated to Councillors when received.

Can we get the graffiti removed from Hawkins Street and Edkins Place which appeared from Monday night?

Chief Executive Officer confirmed yes.

5.5 *Councillor Steve Coates*

On behalf of residents can the shade structures at Daylesford and Marrapikurinya Parks be fast tracked?

Mayor advised that Council will be able to address that matter in the Item relating to Royalties for Regions Funding Application in tonight's Agenda.

5.6 *Councillor Jan Ford*

Further to Monday night's workshop for Councillors relating to the Town Planning Scheme and West End Planning, can this information be included on Council's website?

Director Regulatory and Community Services advised he is awaiting advice from the Town's IT [Information Technology] staff in relation to this matter.

Chief Executive Officer advised the information can be included on Council's website.

Being so close to Anzac Day I am reminded that the memorial plaque just outside Council Chamber's kitchen does not include the Lockyer name; it is believed permission was sought for this name to be included on the plaque some years ago, but the name is still not there; unsure of the policy (as at the time indigenous soldiers were not recognised), can this be investigated and updated, as I believe there was one soldier from the family who served at World War 1 and two soldiers who served at World War 2?

Chief Executive Officer advised this question will be taken on notice and discussed with the RSL [Returned Services League].

5.7 *Councillor Arthur Gear*

In relation to the boab tree next to a house, back from the Fellowship Church along Kennedy Street in South Hedland, there has been soil dumped in the vacant block across the road; is this a usual practice or should be material be dumped at the tip?

Mayor confirmed the unwanted soil material should be dumped at the landfill.

Chief Executive Officer advised the Town will investigate the matter and take appropriate action.

5.8 *Councillor Stan Martin*

In relation to the World War Honour Board outside Council Chambers, why is 'Pilbarra' spelt with double 'r'?

Councillor Arnold Carter advised that the spelling of 'Pilbarra' is incorrect, and the matter was raised about 10 years ago. At that time the RSL, who made the board, the early name of the Region which was spelt with double 'r'.

**ITEM 6 DECLARATION BY MEMBERS TO HAVE GIVEN DUE
CONSIDERATION TO ALL MATTERS CONTAINED IN THE
BUSINESS PAPER PRESENTED BEFORE THE MEETING**

The following Members verbally declared to have given due consideration to all matters contained in the Business Paper presented before the meeting, excluding late items.

Cr S R Martin	Cr J E Ford
Cr A A Carter	Cr A A Gear
Cr G D Bussell	Cr J M Gillingham
Cr S J Coates	Cr K A Howlett
Cr G J Daccache	

ITEM 7 CONFIRMATION OF MINUTES OF PREVIOUS MEETING

7.1 Confirmation of Minutes of Ordinary Meeting of Council held on Wednesday 25 March 2009

Officer's Recommendation

That the Minutes of the Ordinary Meeting of Council held on Wednesday 25 March 2009 be confirmed as a true and correct record of proceedings, with the following amendment:

- . Item 11.3.2.4 (page 247) delete 19 April 2008, insert 21 March 2009.

200809/287 Council Decision

Moved: Cr A A Carter

Seconded: Cr A A Gear

That the Minutes of the Ordinary Meeting of Council held on Wednesday 25 March 2009 be confirmed as a true and correct record of proceedings.

CARRIED 9/0

REASON: Council removed the amendment, which was incorrectly listed from previous Ordinary Meeting of Council.

7.2 Confirmation of Minutes of Special Meeting of Council held on Monday 16 March 2009

200809/288 Council Decision/Officer's Recommendation

Moved: Cr A A Carter

Seconded: Cr K A Howlett

That the Minutes of the Special Meeting of Council held on Monday 16 March 2009 be confirmed as a true and correct record of proceedings.

CARRIED 9/0

ITEM 8 ANNOUNCEMENTS BY CHAIRMAN WITHOUT DISCUSSION

Nil

ITEM 9 REPORTS BY ELECTED MEMBERS WITHOUT DISCUSSION

9.1 Councillor Grant Bussell

Councillor Bussell requested Council for a 20 minute timeslot at its Informal Briefing to be held in May, to provide a report on his attendance at the Urban Design for Sustainability 2009 Workshop held in April.

9.2 Councillor Kelly Howlett

Councillor Howlett advised she attended:

- the Annual General Meeting of the Port Hedland Seafarers Centre
- the Opening of Youth Week at the South Hedland Skate Park with fellow Councillors
- the CCTV Tender Opening
- the BHP Billiton Dialogue Café to discuss BHP Billiton Iron Ore's growth project in Port Hedland
- Council's Neighbourhood BBQ
- the Sensory Garden opening at Cassia Primary School
- the Community Rating Policy Workshops
- the Welcome BBQ's for new residents to Town held at Shay Gap Park

Councillor Howlett also thanked those Councillors who have assisted with the Pilot Cash for Trash Program.

9.3 *Councillor Steve Coates*

Councillor Coates advised that 2009 is the International Year of Astronomy and advised that an astronomical event to be held over two (2) nights in July or August is being planned. Academics and educators will be engaged, and it is hoped Council will be able to support the event through promotions and advertising as well as financially.

9.4 *Councillor Jan Ford*

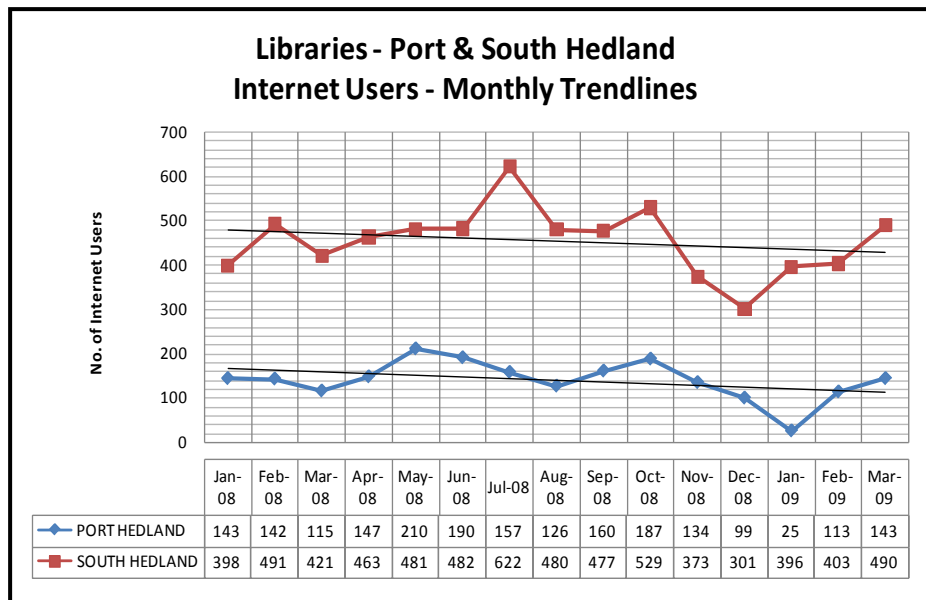
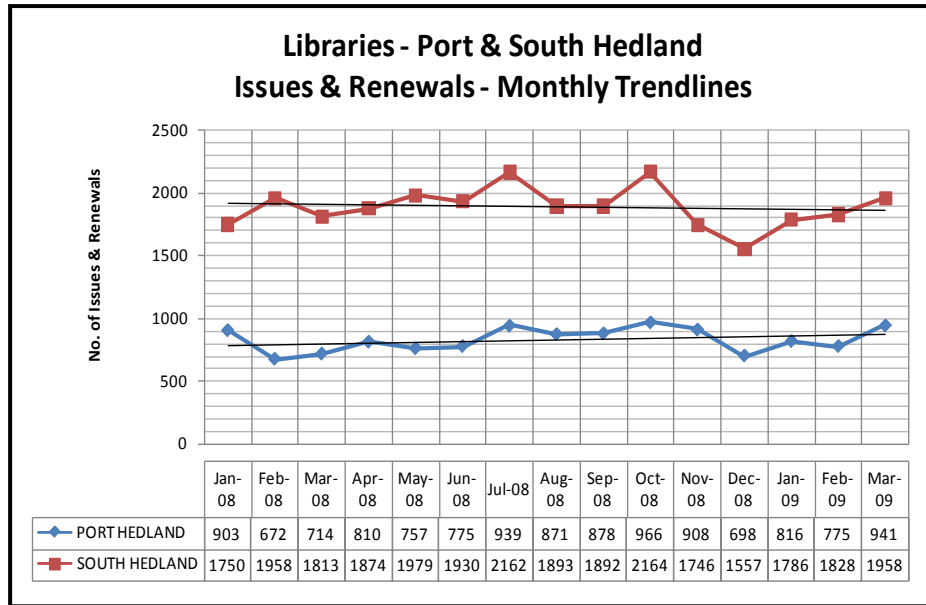
Councillor Ford advised Councillors of an email to them relating to discussions of more events 'under the stars' at Council's Strategic Planning Workshop; the Soroptimist International offering to help out with a social night with Councillors Gillingham and Gear providing musical entertainment, to be held in Gratwick Hall on the 23 May 2009. It is planned for such a social event to be held monthly.

Councillor Ford also advised Councillors that she has forwarded an email on, which was received by her last night in relation to CCTV Tender/security camera information.

In relation to tax free initiatives and the progress being made by the Port Hedland Progress Association on developing tax free strategies; the Association is working very closely with the Department for State Development and they have suggested we have two tours 1) look at taxation strategies and other industry in Dubai as a fact finding mission; and 2) travel overseas to look at more economic development and how this can be applied to industries here. Councillor Ford added that she was advised today of an opportunity to get money (not associated with Government funding) that could be used to build an indoor ice skating park/snow facility; apparently there is one opening every month around the world. This may be another industry to help with tourism and youth in Port Hedland. Tax incentives may be available to set this up and apparently the Airport land is appropriate to use.

**ITEM 10 PETITIONS/DEPUTATIONS/PRESENTATIONS/
SUBMISSIONS**

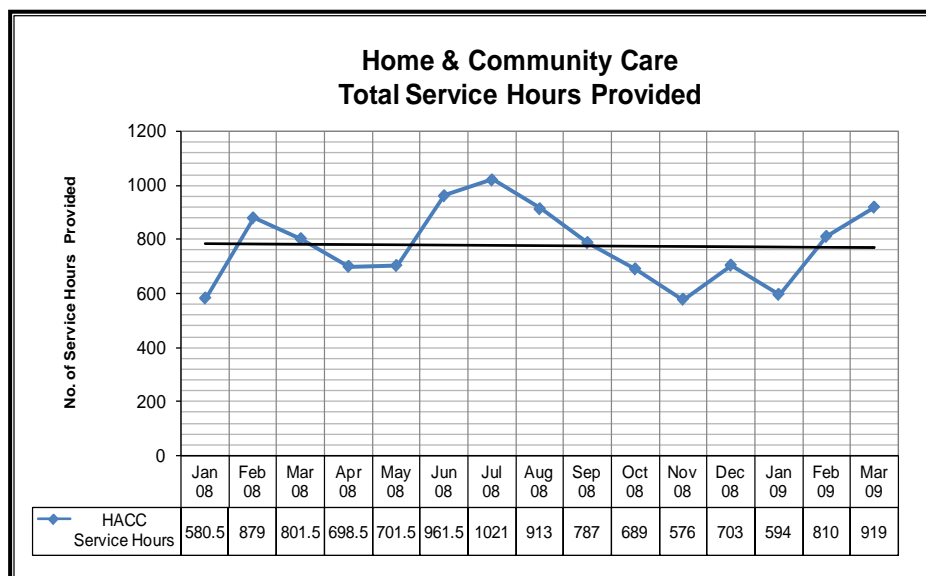
Nil.



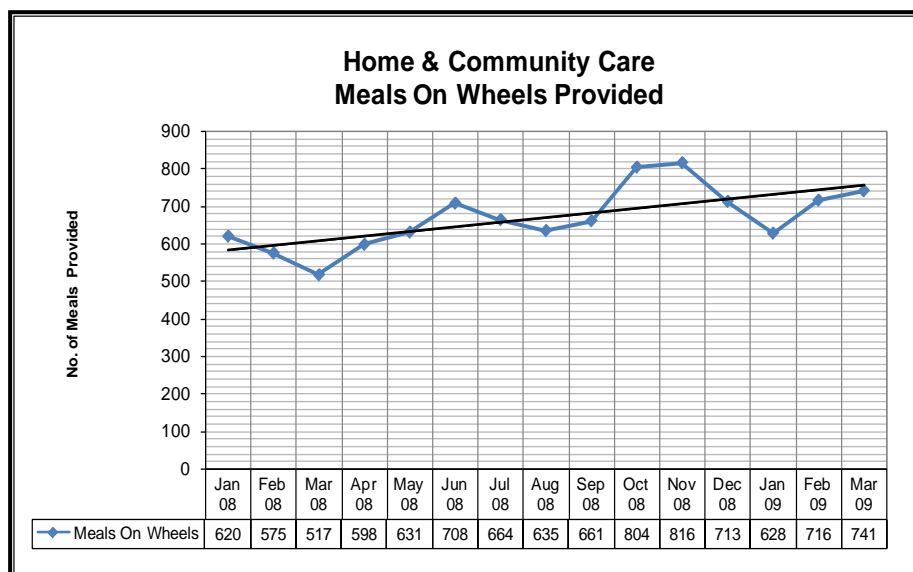
Human Services

HACC Programme

HACC Service Hours for March 2009	
Meals on Wheels	741
Day Centre Attendance (hours)	816
Domestic Assistance (hours)	58
Personal Care (hours)	11
Social Support (hours)	13
Transport (one way)	248
Home Maintenance (hours)	21
Assessments	6

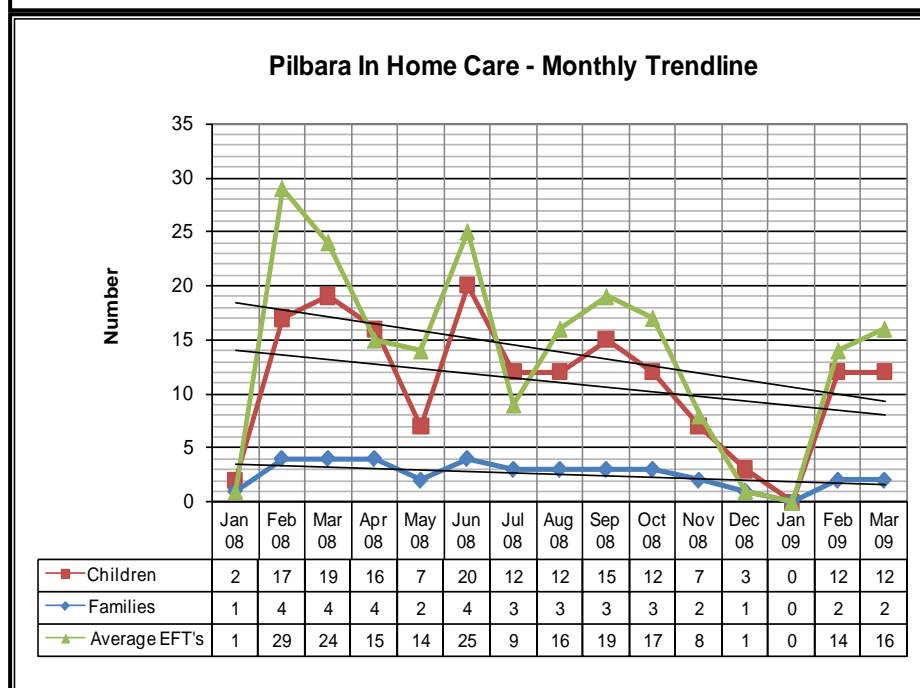
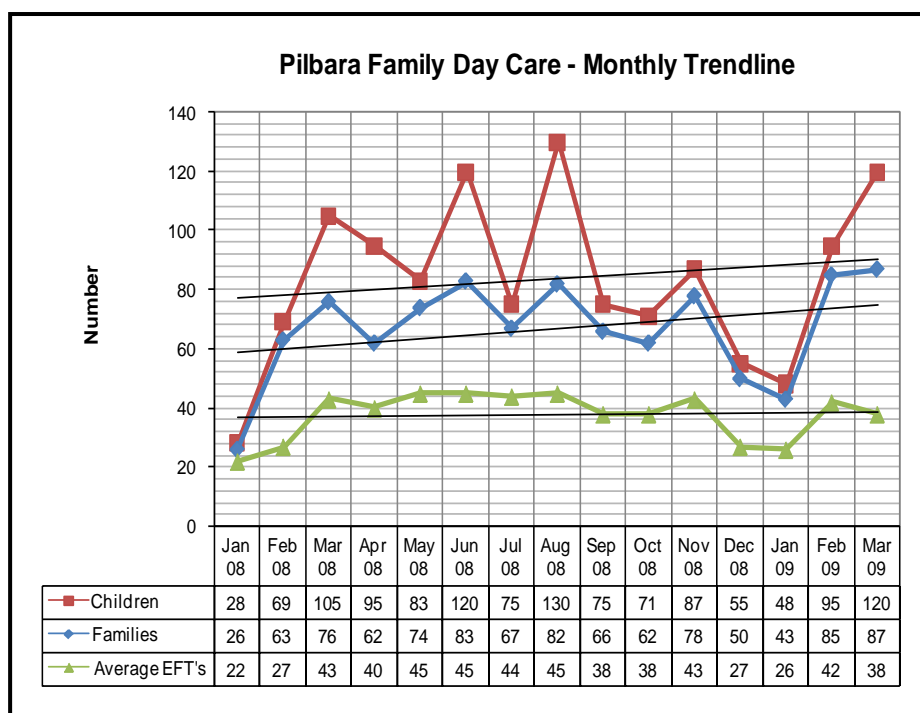


Note: Total Service Hours includes services as Domestic Assistance, Day Centre Attendance, Personal Care, Social Support and Home Maintenance.



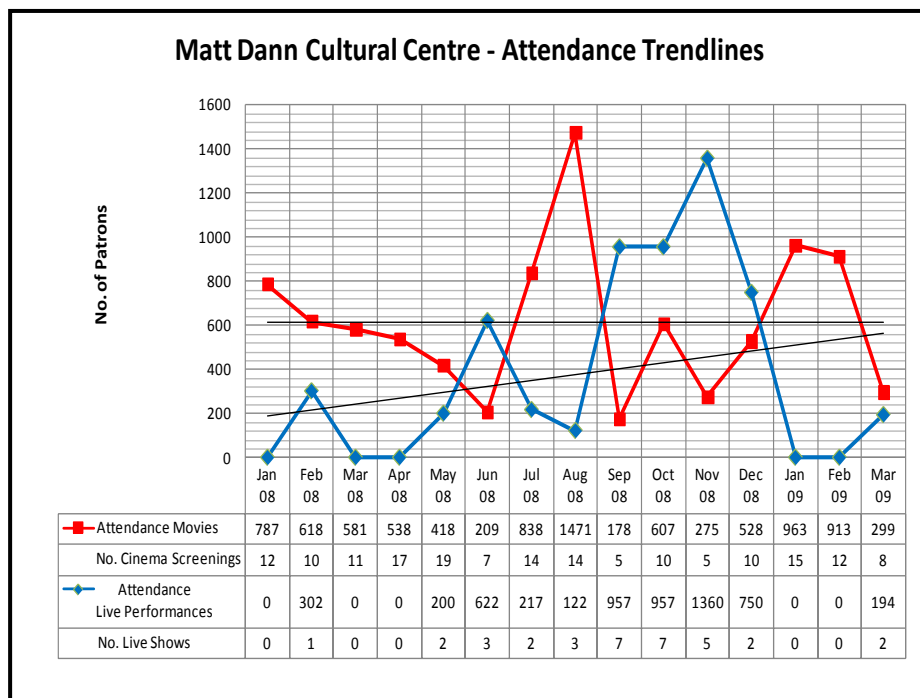
Pilbara Family Day Care (PFDC)

Location	Carers currently within Scheme	Carers currently going through licensing
South Hedland	3	1
Wickham	-	-
Karratha	6	1
Newman	4	1
Tom Price	1	2
Paraburdoo	1	2
Point Samson	-	-
TOTAL	15	



Events and Matt Dann Cultural Centre

In addition to the events recorded below the MDCC staff arranged the launch of the National Youth Week which attracted approximately 1000 participants.

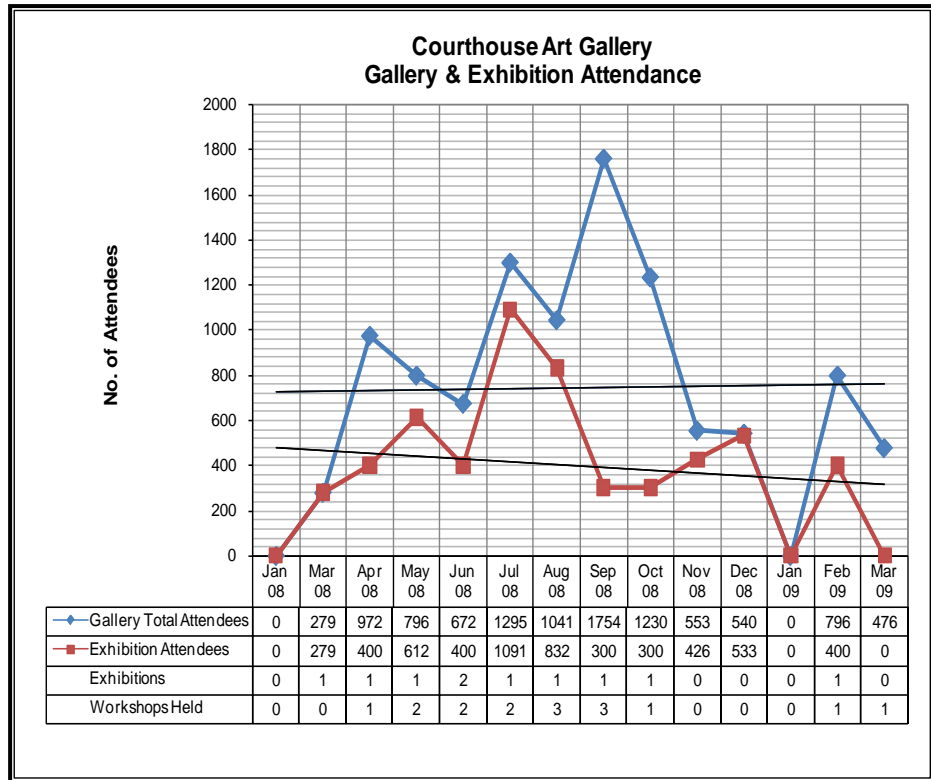


Courthouse Gallery

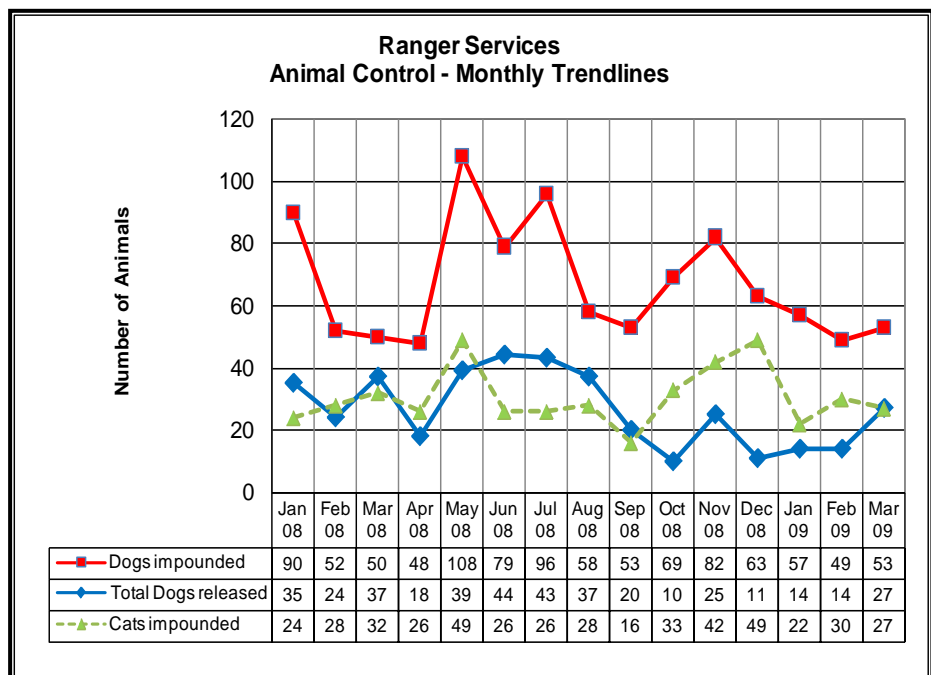
The photographic exhibition “The Journey is the Destination” is still running. Visitors to the gallery have all been included in Gallery Total Attendance as it is difficult to ascertain exactly how many visitors come specifically for the exhibition. This will therefore reflect in the below statistics.

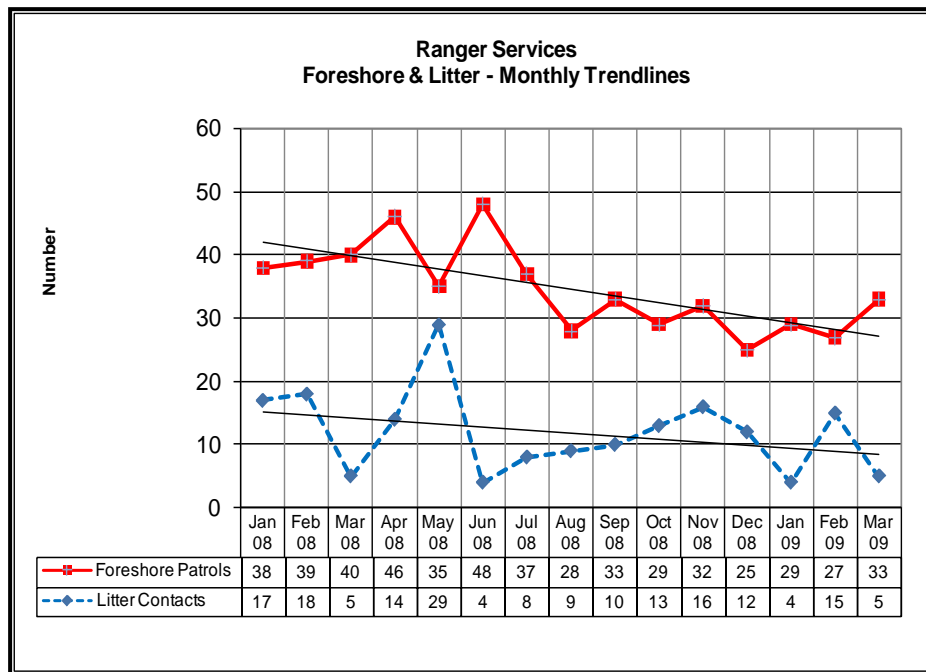
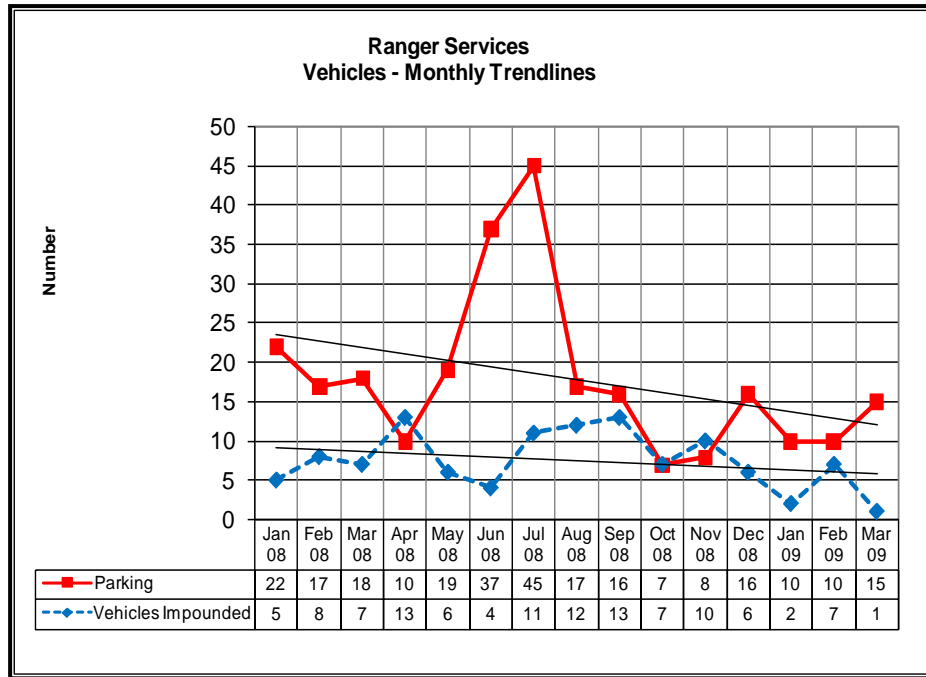
There was again a week-long artist skills development workshop as part of the continuing “Let’s Get Started!” program for indigenous artists. These workshops are well attended and attract approximately 15 people to each workshop. The workshops are now being held at the Aboriginal Fellowship Church.

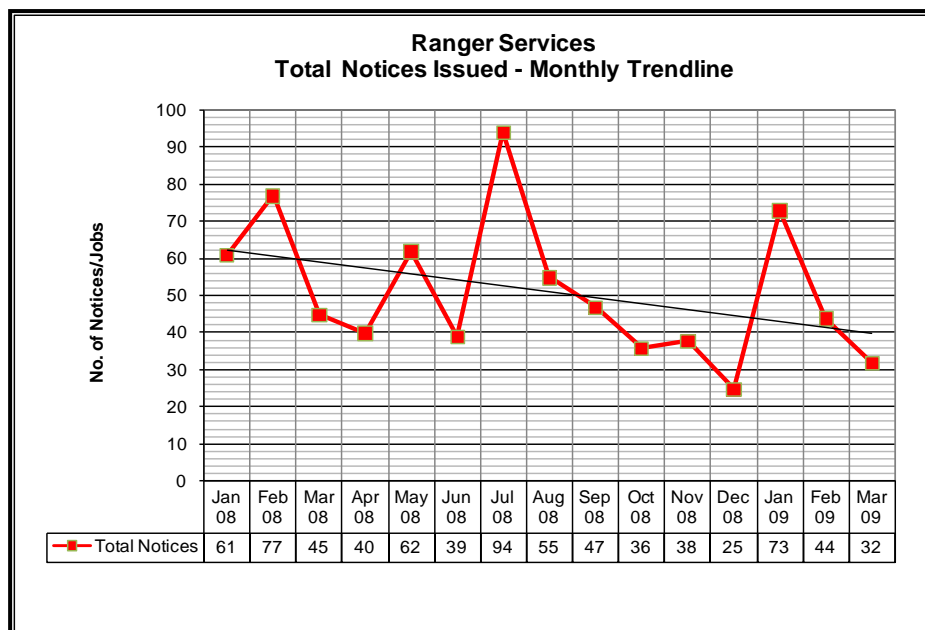
Two group visits were organized to the gallery in the month of March. The first being BHP who brought a group of 35 people through from the Department of Education (mainly Principals from the North West) and the second being a Home and Community Care visit to view the P.H.otographic exhibition with 13 of the day care clients.



Environmental Health Services – Ranger Statistics







Note: In addition to the above total notices, 439 properties had received a flyer on “Responsible Pet Ownership and Registration”.

Plan for the Future 2008-2013 Progress Report

Council's Community & Regulatory Directorate has provided an update on the projects that they are currently managing (48 of the 110 strategies defined) in line with the current Plan for the Future 2008-2013. The attached report provides an update on the progress and status of the strategies within the C&RS Directorate.

Attachments

Plan for the Future Works Programme for Community & Regulatory Services for the period 1 July 2008 to 30 June 2009

200809/289 Council Decision/Officer's Recommendation

Moved: Cr K A Howlett

Seconded: Cr J E Ford

That Council receives the Community & Regulatory Services Report for March 2009.

CARRIED 9/0

PLAN FOR THE FUTURE WORKS PROGRAMME FOR COMMUNITY & REGULATORY SERVICES FOR THE PERIOD 1 JULY 2008 TO 30 JUNE 2009																
Legend		Cyclone Watch/Season														
Commenced Project		Project Completed														
Milestones		On-going project														
Officer	Plan for the Future Key Result Area / Goal / Strategy	A/c No.	Strategy	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	COMMENTS
MCED	KRA 1 - Infrastructure		Investigate the development of a Community Vegetable Garden.										Start			Work to commence with appointment of replacement Community Development Officer (CDO) 4th Jun 09.
	Goal 2 - P&G															
	Strategy 7															
MCED	KRA 2 - Community Pride		Work with community groups to develop community programs and initiatives that reduce litter and improving the appearance of Port and South Hedland.							Start					Comp	CDO will be working with with Tidy Towns to support and deliver Street Blitz, recycled drink containers, Clean Up Australia, and develop new initiatives
	Goal 1 - Litter															
	Strategy 1															
DCRS	KRA 2 - Community Pride		Review legislative alternatives that are available to Council to improve the visual appearances of untidy properties within Town. Implement agreed initiatives.								Start				Comp	Review commenced - Report to Council in May
	Goal 1 - Litter															
	Strategy 3															
MCED / MRS	KRA 3 - Community Development		Convert the JD Hardie Centre into a more youth focused facility. 2008 capital works program managed by MRS. Youth Precinct development project now managed by MCED													Architect concept drawings reworked following service provider and youth consultation. Now working on detailed design and documentation for tender process. Will be presented to Youth Facilities Working Group and Council - timeline being revised by architect to meet tender timeframes. Upgrade of the carpark completed.
	Goal 1 - Youth & Children															
	Strategy 2															
MCED	KRA 3 - Community Development		Work with Stakeholders on initiatives that improve both the perception and the quality of education within the Town.								Start					Communication strategy to promote Hedland education being developed in conjunction with Hedland Education Forum. MCED now on Forum, works on Attraction & Retention sub-group - linkages to Welcome to Hedland events and community buddy system being set up for new teachers & families .
	Goal 1 - Youth & Children															
	Strategy 6															
MEH	KRA 3 - Community Development		Explore opportunities for the development of an appropriate off-road/recreational driving area that is away from sensitive beach and dune areas.								Start				Compl	Geographic review completed - review of similar projects to be completed April with report to Council May. Advertised 1 & 8/4/09. Comments closed 15/4/09. Nil comments received.
	Goal 2 - Sports & Leisure															
	Strategy 4															
MLIS	KRA 3 - Community Development		Review library operations and locations develop a plan for the future operations of libraries in the Town.											Compl		Concept design brief for relocation of Port Hedland Library. First draft plan under review for finalisation in April 2009.
	Goal 2 - Sports & Leisure															
	Strategy 5															
MEH	KRA 3 - Community Development		Review Environmental Health service levels to the Town of Port Hedland and develop a Local Public Health Plan based on risk management principals.						Start							Draft plan completed should be ready by the end of May.
	Goal 3 - Health															
	Strategy 3														Compl	
MCED	KRA 3 - Community Development		Review the Town's Disability Service Plan and undertake actions to improve access to services and all facilities.											Compl		DAIP with community feedback incorporated to be considered at April Council meeting. Community Consultation DAIP group set up, meets 2-monthly. Priority access issue - pathway to rear of Council building for afer hours access - 0910 budget item request.
	Goal 3 - Health															
	Strategy 5															
DCRS/ MCED	KRA 3 - Community Development		Work with partners to engage a Community Safety & Crime Prevention Coordinator/Facilitator whose primary responsibility is to ensure the timely implementation of initiatives listed in the Town of Port Hedland Community Safety & Crime Prevention Plan.	Int 1		Int 2						Int 3				CSF Co-ordinator commenced 25 March 09, meeting agencies who are party to CSCP Plan. CSCP working group decided Top 3 priorities for 09: Perception of safety, CCTV, safe parks and walkways particularly South Hedland. These are priority projects for CSF.
	Goal 4 - CSCP															
	Strategy 1															

PLAN FOR THE FUTURE WORKS PROGRAMME FOR COMMUNITY & REGULATORY SERVICES FOR THE PERIOD 1 JULY 2008 TO 30 JUNE 2009																	
Legend		Cyclone Watch/Season															
Commenced Project																	
Milestones																	
Officer	Plan for the Future Key Result Area / Goal / Strategy	A/c No.	Strategy	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	COMMENTS	
DCRS	KRA 3 - Community Development		Install CCTV and/or other appropriate security measures for identified crime and safety "hot spots".	Start							Scope			Compl		4 CCTV Tenders submitted by closing date. Tenders with additional information to be considered by Council 22 April.	
	Goal 4 - CSCP											Tender					
	Strategy 4																
MCED / MRS	KRA 3 - Community Development		Work in partnership with government and other stakeholders to develop additional "pro-social" diversionary activities for young people.							Start						Highly successful Youth Week held - 9 days of arts, culture, music, sports and fun. Followup Urban Art workshops planned for June/July to capture youth perspective on Hedland. \$10k for youth events in 0809 to be allocated on advice from HYLIC.	
	Goal 4 - CSCP																
	Strategy 5																
DCRS	KRA 3 - Community Development		Initiate the development of Board of Management to manage and operate Council funded facilities within the Courthouse Art Centre and Gallery precinct.	Start											Comp	Agreement has been undertaken with FORM Contemporary Art & Design to manage Courthouse from 1/9/08 - 30/8/09, whilst longer term agreement with PACDAC is being finalised.	
	Goal 5 - Arts & Culture			2007											Aug		
	Strategy 1														2009		
MCED	KRA 3 - Community Development		Develop a public art policy/strategy and install public art in key locations within the Town.	Start												Consultation with stakeholders is ongoing. Small working group of SHNL, BHPBIO, TOPH MCED and MIS, Creating Communities working on process for location and type of public art across town - map will be developed from this work to encourage public enjoyment of art works.	
	Goal 5 - Arts & Culture			July													
	Strategy 2			2007													
MCED / MIS / MES	KRA 3 - Community Development		Develop a unique entry statement to the Town. MIS developing landscaping for this project	Start											Landscaping	Artist Jahne Rees now commenced design and construct phase of artwork project artwork 'Scapism'. Preliminary landscaping commenced April. Delays have occurred in artwork as a result of difficulty in obtaining sign off from structural engineer - engineering footings drawings now completed, local sub-contractor to build these	
	Goal 5 - Arts & Culture														compl		
	Strategy 3																
MCED	KRA 3 - Community Development		Undertake initiatives that both increase patronage levels and improve the financial performance of the Matt Dann Theatre.	Start												New ticketing system installed mid-March. Greatly improved data management and online sales. MDCC marketing plan very successful in gaining sponsorship for events. Kiosk sales overhauled- significant increase in profits. Review of frequency of cinema screenings to reduce loss has been effective.	
	Goal 5 - Arts & Culture																
	Strategy 4																
DCRS	KRA 3 - Community Development		Actively pursue the development of additional arts and cultural facilities within the Town including a new commercial cinema and an aboriginal arts facility.			Start									Compl	Investigation of options for aboriginal art working space in South Hedland commenced with FORM and Dept of Heritage and the Arts. Indigenous Art classes commenced with FORM. Workspace now obtained at Aboriginal Fellowship Church.	
	Goal 5 - Arts & Culture																
	Strategy 5																
MCED	KRA 4 - Economic Development		Redevelop the visitor entry bays on the northern and southern roads entrances to the Town.				Start								Compl	Preliminary design work for Northern entry statement commenced in conjunction with Entry Statement art installation. Collaboration with PHVC re creating new billboards and tourist maps for information bay.	
	Goal 1 - Tourism																
	Strategy 3																
DCRS	KRA 4 - Economic Development		Identify sites for the development of new caravan park/eco tourism facilities (both permanent and temporary). Implement key priority projects.			Start									Compl	Feature survey of land adjacent to Cooke Point Caravan Park completed. Item raised at Council meeting of January 09 to initiate proceedings to acquire land for use as Caravan Park. Matter laid on the table.	
	Goal 1 - Tourism																
	Strategy 5																
MCED	KRA 4 - Economic Development		Work with the BEC, PHCCI and others to investigate the potential development of a Business Incubator and/or other small business development initiatives within the Town.							Start						Strategic planning done in conjunction with PDC Economic Development team to identify partnership opportunities. Enterprise development initiatives: business incubators explored with CCI, SBDC and PDC; enterprise development opportunities in hospitality and training with FMGL.	
	Goal 3 - Business Development																
	Strategy 1																
MCED / DCRS	KRA 4 - Economic Development		Develop Council policies and/or incentives that assist in attracting and retaining businesses within the Town of Port Hedland.								Start					Research commenced. Report to be considered by Council May.	
	Goal 3 - Business Development																
	Strategy 2																
MP	KRA 4 - Economic Development		Work with the DPI to identify additional crown land that can be released for development in a timely manner.						Start							Commenced land rationalisation plan for release to potential developers. Will present to Council April/May.	
	Goal 4 - Land Development Projects																
	Strategy 3														Compl		

PLAN FOR THE FUTURE WORKS PROGRAMME FOR COMMUNITY & REGULATORY SERVICES FOR THE PERIOD 1 JULY 2008 TO 30 JUNE 2009																
Legend		Cyclone Watch/Season														
Commenced Project																
Milestones																
Project Completed																
On-going project																
Officer	Plan for the Future Key Result Area / Goal / Strategy	A/c No.	Strategy	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	COMMENTS
MP	KRA 4 - Economic Development Goal 5 - Town Planning & Building Strategy 2		Develop Local Planning Scheme No. 6								Start					Outline of work to date and proposed schedule to be presented to Council's information session (March - Mile Stone).
MP	KRA 4 - Economic Development Goal 5 - Town Planning & Building Strategy 3		Develop Structure Plans for key precinct areas with a particular focus on the Spoilbank/Hospital/Hotel Precinct.							Start						Consultant working Interim Development Plan for Hotel/Spoil Bank Area. New items are to be prepared for specific Development Plan Areas
DCRS	KRA 6 - Governance Goal 2 - Traditional Owners & Aborig Strategy 1		Work with the State and Federal Government to sustainably progress the implementation of the 2006 Bilateral Agreement on Services to Indigenous Community.	Start												Established AAWG to provide informed feedback on service levels and undertook trip/study to Yandeyarra. Currently awaiting outcomes of service level review by State & Federal Government Agencies.
DCRS	KRA 6 - Governance Goal 2 - Traditional Owners & Aborig Strategy 2		Work with relevant agencies to implement an appropriate action plan to address community visitors including the development of a managed campground.		Start							Compl.				Advice has been sought from AAWG as to site needs and design requirements. Access to land to be secured through DPI. Report to Council in February
MCED	KRA 6 - Governance Goal 3 - Communication Strategy 3		Install community noticeboards that advertise local services and events.						Start			Compl.				10 display sites determined; 2 styles of display boards selected and ordered. Posters will be created in-house. MOU with shopping centres being developed. Trial poster printing Feb 09, Installation of static boards to be completed Apr 09; electronic display Jun 09.
ONGOING KRA'S																
MP / CEO	KRA 2 - Community Pride Goal 1 - Litter Strategy 4		Work with key stakeholders to commence implementation of the south Hedland CBD Structure Plan to significantly improve the appearance and vitality of this area.													Structure Plan has been forwarded to WAPC for endorsement. Council has support the land activities (vesting, subdivision, amalgamations etc) to facilitate the Town Centre Development. LandCorp and the Administration continue to work with key stakeholders (partners) to implement the recommendations of the structure plan.
MCED	KRA 2 - Community Pride Goal 2 - Events Strategy 1		Play an integral role in the coordination, operation and communication of community events via a range of strategies including:- Managing and operating at least six major community events per annum supporting community groups who are operating													Events ongoing - Remaining events for 0809 calendar: Youth Week highly successful, Multicultural event and Welcome to Hedland Night to be combined 15th May 09 . Community calendar of events on-line, and distributed in hard copy at Welcome to Hedland BBQs.
MCED	KRA 2 - Community Pride Goal 2 - Events Strategy 2		Work with community groups to implement neighbourhood competitions and events (eg Tidy Towns, Best Maintained Business, Best Gardens, Street Parties, Xmas Lights etc)													New CDO appointed - commences 4 Jun 09. Tidy Towns Committee re-established. Xmas lights competition for 2008 conducted successfully. Ongoing liaison with Welcome to Hedland working group regarding other community pride events being undertaken.
MCED	KRA 2 - Community Pride Goal 2 - Events Strategy 3		Develop a well known, all inclusive calendar of community events.													Calendar has been on-line for 18 months Currently working to implement new, easier to manage and better presented event calendar. This will be available for community to access and to request their events to be added online.Hard copy of calendar distributed in Welcome to Hedland kits and at Welcome BBQs
MCED	KRA 2 - Community Pride Goal 2 - Events Strategy 4		Explore and actively seek to attract "draw card" events to the Town of Port Hedland.													Ongoing: Spinifex Spree 09 and Hedland's birthday next big events for 0910. Comedy gigs a priority as they draw big crowds and sell-out performances - but so did Dorothy the Dinosaur- twice.
MBS	KRA 2 - Community Pride Goal 3 - Townscape Strategy 2		Review, update and continue to implement Council's 5 year Civic Buildings Cyclical Maintenance and Captial Development Plan.													Ongoing for presentation as part of budget process.

PLAN FOR THE FUTURE WORKS PROGRAMME FOR COMMUNITY & REGULATORY SERVICES FOR THE PERIOD 1 JULY 2008 TO 30 JUNE 2009																
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Officer	Plan for the Future Key Result Area / Goal / Strategy	A/c No.	Strategy	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	COMMENTS
MCED	KRA 3 - Community Development		Work with stakeholders to develop a consolidated plan to improve the availability of Child Care (both centre based and Family Day Care) places available with the Town. Implement key initiatives in a timely manner.													Started 2006 - Ongoing project. PFDCS now based in Karratha due to Coordinator's relocation - working out very well as is regional role already, and more carers in other LGAs than Hedland although Hedland is priority growth target area for PFDCS for 09.
	Goal 1 - Youth & Children															
	Strategy 1															
MCED	KRA 3 - Community Development		Establish regular formalised consultation mechanisms between Council and Young People.													Hedland Youth Leadership Council (HYLC) won Youth Week State Leadership Award for "Group" and HYLC member Tierra Clanton won State Award for "Individual" category. 4 HYLC reps attended lunch at Parliament House, met Premier and other Members while in Perth for Awards night. Hedland Youth Plan (HYP) community feedback completed - to be presented to Council by HYLC members. Focus now on Leadership Development Program for young leaders.
	Goal 1 - Youth & Children															
	Strategy 3															
MCED	KRA 3 - Community Development		Ensure that the community has an opportunity to become involved in Council infrastructure projects such as park developments, tree planting, event planning etc.													Ongoing. Project group established Jan 09 by MCED and MID to coordinate and map elements of Council's POS and parks development, including public art. Community input mechanism being determined through this group - Is high priority with all projects. Printed Tour Guide to artworks, parks & playgrounds, including disabled facilities planned for 0910.
	Goal 1 - Youth & Children															
	Strategy 4															
MCED	KRA 3 - Community Development		Work with key youth stakeholders to ensure that a range of events/functions are available for local youth including recreation, leisure, adventure and art/craft activities.													Currently MCED and 3 other agencies provide mentor support to members of HYLC each meeting. Regular agenda items to develop youth based events. \$10,000 budget to be spent on activities in consultation with HYLC- Ongoing project. ToPH MCED is chair HYSAG in 09 to coordinate youth service activities in Hedland and drive the Hedland Youth Plan priorities.
	Goal 1 - Youth & Children															
	Strategy 5															
MEH	KRA 3 - Community Development		Monitor commercial and industrial activities that have potential negative impacts on the community, and actively seek Department of Environment and Conservation enforcement of regulatory standards.													Ongoing - part of normal complaint process functions.
	Goal 3 - Health															
	Strategy 4															
DCRS	KRA 3 - Community Development		In conjunction with the Police and other stakeholders, develop initiatives that discourage street drinking, littering, graffiti and other anti-social behaviour in public places and implement appropriate actions.													Introduced "Eyes on the Street" in Sept 07 Ongoing looking at other initiatives.
	Goal 4 - CSCP															
	Strategy 2															
MEH	KRA 3 - Community Development		Adopt a community based emergency risk management process for the Town, and co-ordinate the development of response plans to natural disasters through the Local Emergency Management Committee (LEMC)													Regular LEMC & LRCC are held and plans constantly reviewed and developed as well as exercises. Ongoing.
	Goal 4 - CSCP															
	Strategy 3															
DCRS / CEO	KRA 4 - Economic Development		Review all mining and port development proposals to ensure that any negative impacts on the community due to either construction or operational activities are minimised.													Ongoing
	Goal 2 - Mining															
	Strategy 2															
CEO / DCRS	KRA 4 - Economic Development		Fast track the release and development of commercial, industrial and residential land in a sustainable manner including: Pretty Pool Developments South Hedland New Living development various industrial land release programs Moore St and West end Developments South Hedland CBD Developments Redevelopment of the Port Hedland Telstra/Water Corporation site.													Release of Pretty Pool Stage 4 completed. Ongoing release of residential land in South Hedland Concept plan for SH CBD endorsed by Council. Development of industrial land commenced due for completion Feb 09 Wilson St super log released for tender July 08 Morgan St development to be released to market Early 2009. Preliminary discussions held with Telstra/Water Corp re release of land in Spinifex Hill/Cooke Point.
	Goal 4 - Land Development Projects															
	Strategy 1															

PLAN FOR THE FUTURE WORKS PROGRAMME FOR COMMUNITY & REGULATORY SERVICES FOR THE PERIOD 1 JULY 2008 TO 30 JUNE 2009																
Legend		Cyclone Watch/Season														
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Project Completed																
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Officer	Plan for the Future Key Result Area / Goal / Strategy	A/c No.	Strategy	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	COMMENTS
MP	KRA 4 - Economic Development		Work with key stakeholders to ensure that the Land Use Master Plan is implemented.													Ongoing.
	Goal 5 - Town Planning & Building															
	Strategy 1															
MP	KRA 5 - Environment		Actively pursue the relocation of the Wedgefield Tox Free facility to a location that does not have the land use conflicts that the existing facility currently presents.													Ongoing.
	Goal 1 - Waste Management															
	Strategy 4															
MEH	KRA 5 - Environment		Support water re-use initiatives including residential re-use.													Ongoing. A new "Re-use Waste Water Manual" has been developed from which a check list for compliance to our DOH approval has been raised and sent to the Manager of Works to ensure compliance with that approval. A comprehensive water sampling programme has been developed and monthly samples are taken for analysis.
	Goal 1 - Waste Management															
	Strategy 5															
MCED	KRA 6 - Governance		Investigate options to develop new and emergent leaders in our community.													HYLC established Oct 07 by HYSAG. MCED provides ongoing mentoring and support to HYLC weekly meetings. Leadership development program being developed, funded by Telethon Institute and OCP's Robin Hood funding. Leadership challenge weekend held Sept09; next May 09. 1:1 program started.
	Goal 1 - Leadership															
	Strategy 2															
MEH	KRA 6 - Governance		Work with key agencies to review and develop Council policies in relation to fire prevention and fire management.													Ongoing. Town of Port Hedland is a HMA for bushfire and a review of existing fire fighting capabilities has been undertaken. It will be recommended to Council that a new fire fast attack unit be purchased in the 09/10 financial year to boost our response capabilities.
	Goal 5 - Policy & Legislation															
	Strategy 3															

11.1.1.2 Delegated Planning, Building and Environmental Health Approvals and Orders for January 2008 (File No.: 18/07/0002 and 07/02/0003)

Officer Nellie Mackay
Executive Assistant
Community and Regulatory
Services

Date of Report 16 April 2009

Disclosure of Interest by Officer Nil

Summary

This item relates to the Planning, Building and Environmental Health approvals and Orders considered under Delegated Authority for the month of March 2009.

Background

A listing of Planning, Building and Environmental Health approvals and Orders issued by Council's Planning, Building and Environmental Health Services under Delegated Authority for the month of March 2009 are attached to this report.

Consultation Nil

Statutory Implications

Town of Port Hedland Delegation Register 2005 outlines the limitations of delegated authority and requires a list of approvals made under it to be provided to Council. This report is prepared to ensure Council is advised of the details of applications which have been dealt with under delegated authority.

Policy Implications Nil

Strategic Planning Implications Nil

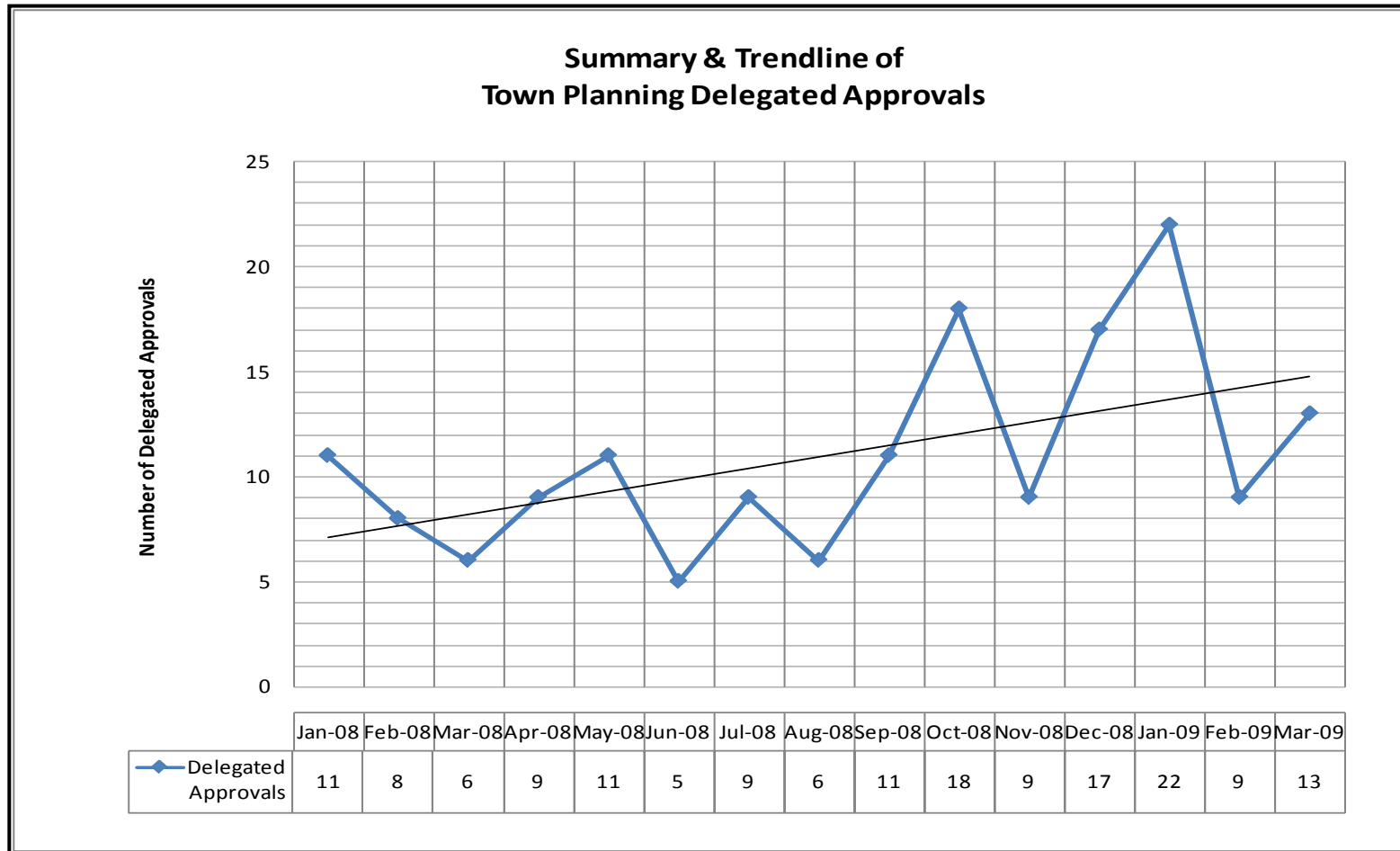
Budget Implications Nil

Officer's Comment

DELEGATED PLANNING APPROVALS FOR MARCH 2009

PLANNING APPROVALS						
Application Number	Application Date	Date Determined	Description	Address	Applicants Name	Owners Name
2008/28.02	01/10/2008	27/03/2009	GROUPED DWELLING - 10 x 3 Bedroom Single Storey Dwellings	39 MASTERS WAY SOUTH HEDLAND	Jonathan Turnbull	MASTERS WAY HOMES
2008/350	05/09/2008	17/03/2009	SUBDIVISION - Freehold 1 Lot into 2 Lots	11 REYNOLDS PLACE SOUTH HEDLAND	Dan Grogan - MAKJAP Pty Ltd	ARIA NEMATOLLAHI
2008/380	01/10/2008	04/03/2009	MOTOR VEHICLE AND/ OR MARINE SERVICE STATION - UPGRADE TO EXISTING BUILDING	67-71 HAMILTON ROAD SOUTH HEDLAND	PETER GRAHAM - CALTEX PETROLEUM	BP KAKULAS
2008/390	13/10/2008	13/03/2009	ANCILLARY ACCOMMODATION - ADDITION TO SINGLE HOUSE	5 ASHBURTON COURT SOUTH HEDLAND	GILPIN HOMES	MARK TREVOR GILPIN
2008/487	04/12/2008	05/03/2009	5 GROUPED DWELLINGS	37 MORGANS STREET PORT HEDLAND	RPS KOLTASZ SMITH	JAMIE TROY CLARKE
2009/39	27/01/2009	27/03/2009	GROUPED DWELLINGS - 2x Grouped Dwellings	131 ATHOL STREET PORT HEDLAND	Franco Carozzi Architects Pty Ltd	GOVERNMENT EMPLOYEES HOUSING
2009/41	29/01/2009	31/03/2009	GROUPED DWELLING - REVAMP OF EXISTING UNITS [UNITS 2 AND 3]	7-9 DAYLESFORD CLOSE SOUTH HEDLAND	JOHN KANNIS & ASSOCIATES	DEPARTMENT OF HOUSING AND WORKS
2009/42	29/01/2009	31/03/2009	GROUPED DWELLING - REFURBISHMENT UNITS 1 & 4 - NEW PATIOS, CAR BAYS	7-9 DAYLESFORD CLOSE SOUTH HEDLAND	JOHN KANNIS & ASSOCIATES	DEPARTMENT OF HOUSING AND WORKS
2009/60	10/02/2009	30/03/2009	DEVELOPMENT APPLICATION - PROPOSED TRANSPORTABLE OFFICE BUILDING 36SQM	19 RIDLEY STREET WEDGEFIELD	Adam Rizzi	BRESEN (WA) PTY LTD
2009/66	16/02/2009	19/03/2009	GROUPED DWELLING - 2x 1 bedroom units	4 BRODIE CRESCENT SOUTH HEDLAND	Julie Stocklinger & Associates	DEPARTMENT OF HOUSING AND WORKS
2009/68	17/02/2009	31/03/2009	THREE (3) GROUPED DWELLINGS	9 PHALAROPE WAY SOUTH HEDLAND	Julie Stocklinger & Associates	DEPARTMENT OF HOUSING AND WORKS
2009/69	17/02/2009	27/03/2009	DEVELOPMENT APPLICATION - EXTENSION TO EXISTING OFFICE	36 ROBERTS STREET SOUTH HEDLAND	GRAEME MOORE	BLOODWOOD TREE ASSOC INC
2009/114	16/03/2009	16/03/2009	LIQUOR LICENCE - Special Facility Licence (wet mess) - to operate at FMG Rail Camp 5 CH145		Doug Waite - Project Controller	

PLANNING APPROVALS SUMMARY



DELEGATED BUILDING APPROVALS FOR MARCH 2009

BUILDING LICENCES						
Licence Number	Approval Date	Locality	Description of Work	Estimated Construction Value (\$)	Floor area sq metres	Building Classification
80474	05.03.2009	SOUTH HEDLAND	Patio	\$17,900	33	Class 10a
80478	10.03.2009	PORT HEDLAND	Relocation of Shed	\$5,000	24	Class 10a
80479	10.03.2009	PORT HEDLAND	2 x Patios	\$14,285	44	Class 10a
80482	12.03.2009	SOUTH HEDLAND	2 x New Patios and Refurbishment	\$70,000	120	Class 10a
80484	18.03.2009	SOUTH HEDLAND	New Patio and Refurbishment	\$40,000	13	Class 10a
80489	30.03.2009	SOUTH HEDLAND	Patio	\$18,500	59	Class 10a
80468	03.03.2009	PORT HEDLAND	Retaining Wall, Stairway and Fence	\$15,000		Class 10b
85043	05.03.2009	SOUTH HEDLAND	Swimming Pool B/G	\$14,000		Class 10b
80467	03.03.2009	PORT HEDLAND	Alterations and Additions to existing Dwelling	\$18,980	50	Class 1a
80470	04.03.2009	PORT HEDLAND	Dwelling	\$880,000	326	Class 1a
80472	04.03.2009	SOUTH HEDLAND	Dwelling	\$292,000	171	Class 1a
80471	04.03.2009	SOUTH HEDLAND	Alterations to internal Wall	\$1,500		Class 1a
80473	04.03.2009	SOUTH HEDLAND RURAL EST	Addition to existing Dwelling	\$100,000		Class 1a
80475	06.03.2009	PORT HEDLAND	Dwelling	\$405,000	161	Class 1a
80476	09.03.2009	PORT HEDLAND AREA	Dwelling	\$558,455	230	Class 1a
80477	09.03.2009	SOUTH HEDLAND	Refurbishment	\$40,000		Class 1a
82005	10.03.2009	PORT HEDLAND	Dwelling	\$150,000	106	Class 1a
80481	10.03.2009	SOUTH HEDLAND	1x Carport and 1 x Patio Addition	\$70,000		Class 1a
80486	24.03.2009	SOUTH HEDLAND	Dwelling	\$287,280	121	Class 1a
80487	25.03.2009	SOUTH HEDLAND	Dwelling	\$189,444	82	Class 1a
80488	26.03.2009	PORT HEDLAND	1 x Grouped Dwelling	\$300,000	124	Class 1a
80485	20.03.2009	PORT HEDLAND	Dwelling	\$203,500	79	Class 1a
80469	03.03.2009	WEDGEFIELD	Office To Existing Building	\$45,000	120	Class 5
71294	10.03.2009	PORT HEDLAND	Rear Alfresco Bar & Shade Sail	\$15,000		Class 6
80480	10.03.2009	SOUTH HEDLAND	Shop fit out	\$83,794	77	Class 6
80483	12.03.2009	SOUTH HEDLAND	Shop fit out	\$350,000	392	Class 6
TOTAL ESTIMATED CONSTRUCTION VALUE				\$4,184,638		

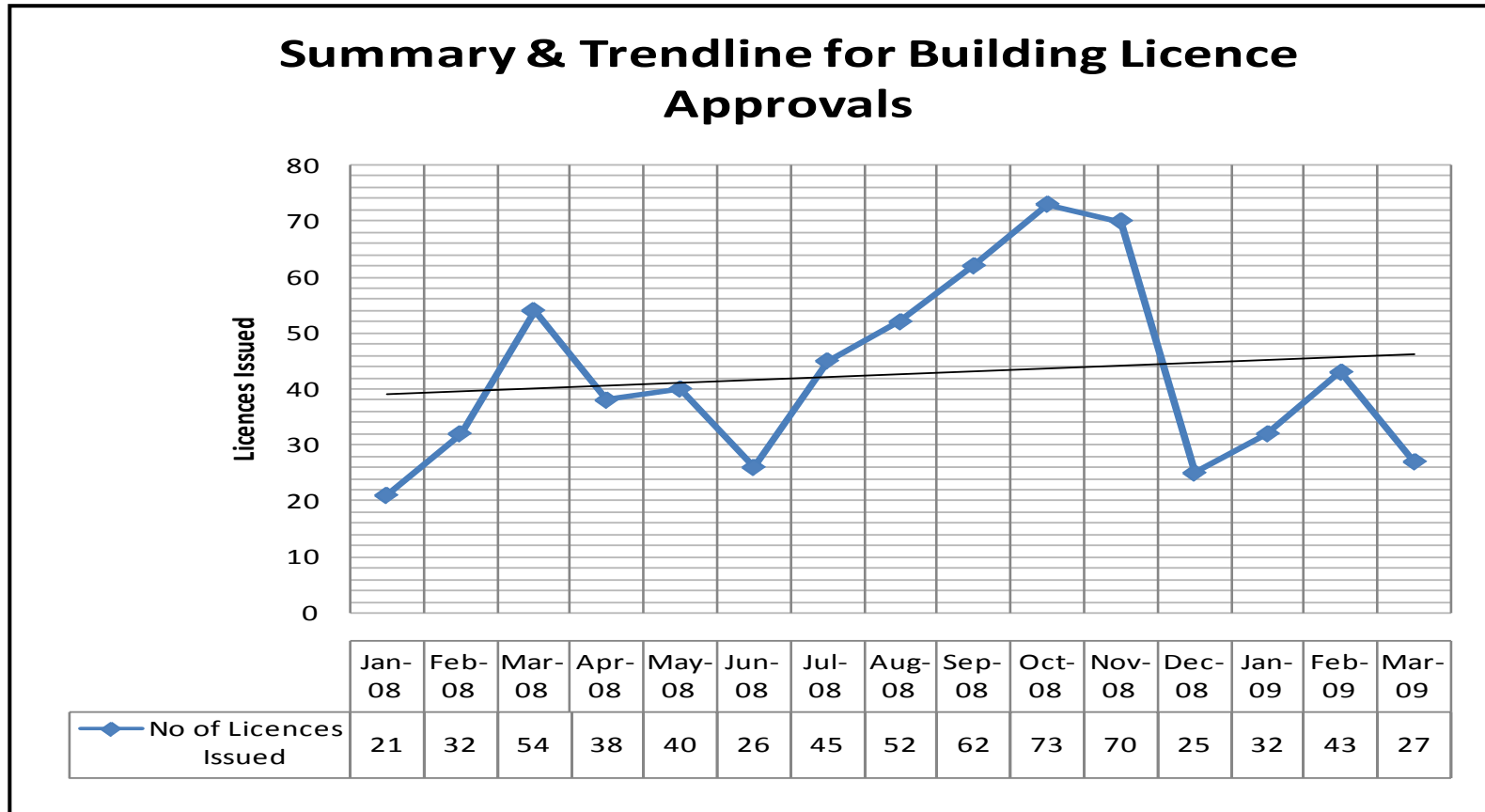
DELEGATED BUILDING APPROVALS FOR MARCH 2009

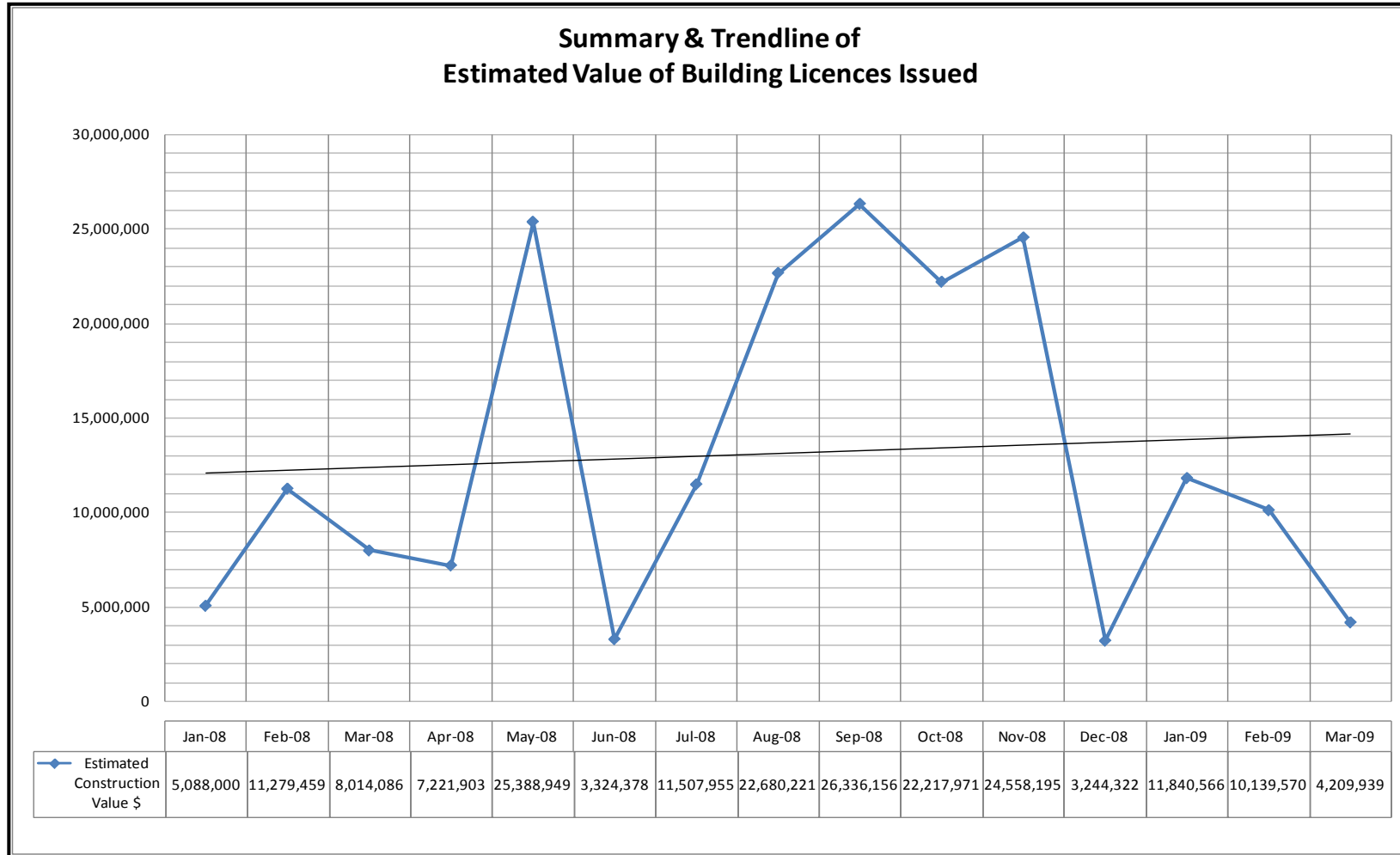
DEMOLITION LICENCES				
Licence Number	Approval Date	Locality	Description of Work	Estimated Construction Value (\$)
83037	20.03.2009	WEDGEFIELD	Demolition of Whole of Building	\$ 25,300.00

SIGN LICENCES
Nil

SUMMARY				
Number of Licences	Licence Type	Estimated Construction Value	Floor Area in square metres	Average cost per square metre
1	Demolitions	\$25,300		
14	Dwellings	\$3,496,159	3,115,679	\$1,294
6	Class 10a	\$165,685	293	\$565
2	Class 10b	\$29,000		
4	Commercial	\$493,794		
0	Other	\$0		
27		\$4,209,938		

DELEGATED BUILDING APPROVALS SUMMARY





DELEGATED ENVIRONMENTAL ORDERS FOR MARCH 2009

No legal actions for March 2009 under Delegated Authority by Council's Environmental Health Services.

Attachments

Nil

200809/290 Council Decision/Officer's Recommendation

Moved: Cr A A Carter

Seconded: Cr J E Ford

That the Schedule of Planning, Building and Environmental Health approvals and Orders issued by Delegated Authority for the month of March 2009 be received.

CARRIED 9/0

11.1.1.3 Proposed Artwork and Viewing Deck – Bert Madigan Park (File No.: 21/01/0027)

Officer	Terry Sargent Director Regulatory and Community Services
Date of Report	6 April 2009
Disclosure of Interest by Officer	Nil

Summary

To consider granting approval in principle for the installation of donated public artwork on the beach and a harbor-side viewing platform adjacent to Bert Madigan Park, Richardson Street, Port Hedland.

Background

Council has received an application from Epcad Pty Ltd, working in conjunction with FORM Contemporary Craft and Design, for the installation of a very significant sculpture to be placed on the beach to the west of Bert Madigan Park.

It is also proposed to construct a large viewing deck with a stairway providing pedestrian access down to the beach.

It is intended that these structures would be constructed at no cost to Council and that the Town of Port Hedland would assume ownership upon handover.

Basic architectural drawings and engineering details have been provided along with photos of the artwork. (See attached)

The proposal generally complies with Council's Town Planning requirements, however an examination of the land on which the development is proposed suggests that Bert Madigan Park may have been constructed across the boundaries of the Port Hedland Port, the adjacent foreshore reserve and what appears to be part of the Richardson Street road reserve. While the sculpture is intended to be installed in the foreshore reserve, the viewing deck, as proposed, would be built over the reserve boundaries. This anomaly will need to be resolved prior to Council accepting responsibility for the structure.

Consultation

The potential land tenure issues arising from this project have been canvassed with State Land Services and Port Hedland Port Authority both of which indicated the issues surrounding reserve boundaries and land tenure could be resolved quite simply.

Statutory Implications Nil

Policy Implications

Council policy 7/002 Acquisition and Management of Artworks is generally silent on this matter

Strategic Planning Implications

KRA 3 Community Pride

Goal 5 Arts and Culture

Strategy 2: Develop a public art policy/strategy and install art in key locations within the town.

Budget Implications

There is no direct cost to Council in accepting this proposed development of the town's foreshore. There is unlikely to be an onerous maintenance burden in the future, however if investigation confirms the need to amalgamate or amend the boundaries of one or more of the reserves currently vested in Council, there may be some small associated costs.

Officer's Comment

This proposal represents a very high quality development of an area which is currently not used to its full potential and will provide a real benefit to residents and tourists wanting to access this area of beach and mangroves.

While the development is fully supported, it would be unwise to proceed in a way that perpetuates the anomaly of having a recreation area and facilities developed across two, or perhaps even three separate reserve boundaries. On the other hand it would disadvantage the proponents considerably should approval of the development be unduly delayed. Delay would also greatly reduce the opportunity to have the project completed for maximum exposure during the forthcoming tourist season.

A three step solution is proposed to enable this development to proceed without any additional delay.

Firstly, Council provides in-principle support for the project. Secondly, Council officers work with State Land Services to resolve the land tenure issues.

Thirdly, upon resolution of these issues approval for the project is granted under delegated authority.

Attachments

- Photographs of the proposed sculpture for installation adjacent to Bert Madigan Park
- Plans of proposed viewing platform and stairway access from Bert Madigan Park to the adjacent beach

200809/291 Council Decision/Officer's Recommendation

Moved: Cr J E Ford

Seconded: Cr A A Carter

That Council:

- i) approves the installation of the artwork "Supernature" on the foreshore reserve adjacent to Bert Madigan Park
- ii) grants in-principle approval for the construction of a viewing platform and beach access adjacent to the currently developed Bert Madigan Park
- iii) authorises the Chief Executive Officer, or his nominated officer to approve the proposed installation of artworks and viewing platform, upon resolution of any outstanding land tenure issues

CARRIED 9/0

ATTACHMENT 1 TO AGENDA ITEM 6.1.1.1



- 6:11 pm Councillor Kelly A Howlett declared a financial interest in Agenda Item 11.1.1.4 'Port Hedland Visitor Centre Funding Agreement' as she is employed by the Port Hedland Visitor Centre. Councillor Howlett left the room.
- 6:11 pm Councillor Arthur A Gear left the room.
- 6:11 pm Councillor Arthur A Gear re-entered the room and assumed his chair.
- 6:11 pm Councillor Jan E Ford declared an impartiality interest in Agenda Item 11.1.1.4 'Port Hedland Visitor Centre Funding Agreement' as she is a member of the Port Hedland Visitor Centre Committee of Management. Councillor Ford advised that as a consequence, there may be a perception that her impartiality on the matter may be affected. Councillor Ford declared that she will consider this matter on its merits and vote accordingly. Councillor Ford did not leave the room.

*11.1.1.4 Port Hedland Visitor Centre Funding Agreement
(File No.: 20/01/0026)*

Officer	Terry Sargent Director Regulatory and Community Services
Date of Report	16 April 2009
Disclosure of Interest by Officer	Nil

Summary

To consider a funding agreement developed in conjunction with the Port Hedland Visitor Centre (PHVC).

Background

At its Ordinary Meeting held on 26 March 2009 Council resolved (in part) that it

“...seeks to negotiate the terms of a performance based funding agreement for consideration by Council at its Ordinary Meeting in April 2009”

A meeting was held with the Visitor Centre Manager, the Committee Chairman and Council's representative on the Committee. At that meeting a list of deliverables were presented and these have been incorporated into a standard contract, of the sort now used by the Council for contracting out the provision of services such as management of the swimming pools. (refer Attachment)

The deliverables as presented are consistent with those expected of other centres in the region.

At the meeting, the Manager also requested that Council provide some recognition for the fact that the upgrading of gardens in conjunction with the Port Hedland Arts Centre and Gallery and Visitor Centre renovations had dramatically increased the water consumption for the Centre.

A request over the possibility for Council to provide staff accommodation was also raised at this discussion. This was not part of the funding agreement, but would in effect be an additional grant to the value of as much as \$80,000 per annum

Consultation

Meeting held with PHVC Manager, Chairman and one Committee member.

Statutory Implications

Nil

Policy Implications

11/001 Tourism Policy

“The Town of Port Hedland will guide the development of tourism within the Town of Port Hedland District through planning, development and marketing. To do this it will:

...Support the provision of a high quality visitor information service at the Port Hedland Visitor Information Centre.”

Strategic Planning Implications

Key Result Area 4 – Economic Development

Goal 1 – Tourism

Strategy 5 - Work with the Pilbara Regional Council to review the role that Pilbara Council's play in tourism.

Key Result Area 3 – Community Development

Goal 7 - Arts and Culture

Strategy 1- Complete the redevelopment of the Courthouse Art Gallery precinct including the development of a Board of Management to operate Council funded facilities within the precinct.

Budget Implications

Account Number 1301263 – Operating Subsidy has an \$80,000 budget provision for the 2008/2009 financial year.

Any proposal to contribute to the cost of water consumption for the Visitor Centre would exceed that amount.

Officer's Comment

The agreement that has been drafted is a performance based agreement; using council's standard contract, developed from the deliverables that were provided by the Visitor Centre representatives. It is truly a performance based agreement, in that failure by the Visitor Centre to deliver what is required under the agreement could be a breach of contract, releasing Council from its obligations under that agreement, i.e. non-performance can result in non-funding.

The deliverables on which the agreement has been based are those which will ensure continuation of the current service under the same conditions that it operates at present.

As has been previously reported to Council, the independent assessment of the Port Hedland Visitor Centre, conducted on behalf of the Pilbara Regional Council rated it among the four (4) Pilbara Local Governments. While this agreement links funding to the provision of services there is no reference to qualitative measurement of the service. Should Council wish to link the funding to measurable improvement of service, a range of qualitative measures such as customer satisfaction surveys would need to be developed.

While Council no doubt wishes to see the highest quality service possible, at all of its service centres (including the visitor centre) there has been no attempt to add a higher level of qualitative assessment into this agreement. Instead, it is proposed the term of the agreement be limited to the 2009 calendar year. This will allow time for a more appropriate longer term agreement to be developed which can, if desired, include more detailed qualitative performance measures and reflect the long term vision of Council to develop the West End Cultural Precinct, including management of the Visitor Centre, Courthouse Arts Centre and Gallery and heritage features within a single structure.

The request to recognise the additional cost of water consumption has not been addressed within the agreement. Given that the gardens, as redeveloped are effectively public space, open to the public at large, this does not seem an unreasonable request as failure to adequately water the plants will result in further degradation of this asset which should be maintained for the benefit of the streetscape and not just for visitors.

No detailed consideration has been given to the request for housing to be provided because Council; a) currently has no spare housing available, and b) requires additional housing for its projected staff growth that will likely outstrip the availability of additional housing. Council has eight (8) residences under construction, scheduled for completion in October, 2009. Of these four (4) are planned for staff accommodation with four (4) to be rented commercially. The cost of providing one of the four "rental units" to the Visitor Centre free of charge would be approximately equivalent to doubling contribution to the Centre's operating costs.

It is of course open to Council to provide a house used by the Port Hedland Visitors Centre if it wishes, but this is not recommended because of Council's own staff housing needs.

It is recommended therefore, that Council authorises the Chief Executive Officer and Mayor to sign and seal the Management Agreement for the Port Hedland Visitor Centre, subject to amendment that provides for Council to meet two thirds of the water consumption cost for the Visitor Centre; and advises the Port Hedland Visitors Centre that Council is unable to assist with the provision of housing.

Attachments

Management Agreement for the Port Hedland Visitor Centre

Officer's Recommendation

That Council:

- i) authorises the Chief Executive Officer and Mayor to sign and seal the Management Agreement for the Port Hedland Visitor Centre, subject to amendment that provides for Council to meet two-thirds of the water consumption cost for the Visitor Centre; and
- ii) advises the Port Hedland Visitors Centre that it is unable to assist with the provision of housing.

200809/292 Council Decision/

Moved: Cr A A Gear

Seconded: Cr J E Ford

That Council suspend Standing Orders .

CARRIED 90

6:19 pm Mayor advised Standing Orders were suspended.

200809/293 Council Decision/

Moved: Cr J E Ford

Seconded: Cr A A Gear

That Council resumes Standing Orders .

CARRIED 90

6:30 pm Mayor advised Standing Orders were resumed.

200809/294 Council Decision/

Moved: Cr A A Carter

Seconded: Cr J M Gillingham

That Council:

- i) subject to the Agreement being endorsed by the Port Hedland Visitor Centre Committee of Management, authorises the Chief Executive Officer and Mayor to sign and seal the Management Agreement for the Port Hedland Visitor Centre, subject to amendment that provides for Council to meet two-thirds of the water consumption cost for the Visitor Centre;
- ii) pay the outstanding balance of \$80,000 allocation of 2008/09 budget to the Port Hedland Visitor Centre immediately; and
- iii) advises the Port Hedland Visitors Centre that it is unable to assist with the provision of housing.

4/4

NOTE: Mayor advised his casting vote.

CARRIED 5/4

REASON: Council resolved to pay the outstanding balance of the \$80,000 funding allocation from Council's 2008/09 budget to the Port Hedland Visitor Centre immediately.

NOTE: Cr G J Daccache requested the votes be recorded.

Record of Vote:

FOR	AGAINST
Cr S R Martin	Cr G D Bussell
Cr A A Carter	Cr G J Daccache
Cr S J Coates	Cr J E Ford
Cr J M Gillingham	Cr A A Gear

6:40pm

Cr Howlett re-entered the room and assumed her chair. Mayor advised Councillor Howlett of Council's decision.

DATED the day of 2009

Agreement

Between
the

Town of Port Hedland

and

Port Hedland Visitor Centre

MANAGEMENT AGREEMENT

for the

PORT HEDLAND VISITOR CENTRE

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- 1.2 Interpretations

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- 2.3 General Purpose

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- 3.3 Management Plan
- 3.4 Centre Management
- 3.5 Obligations of the Contractors
- 3.6 Variance to Operational Budget

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8.0 DISPUTE RESOLUTION

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9.2 Liability

10.0 GENERAL

10.1 Notices

10.2 Costs

10.3 Entire Agreement

10.4 Waiver and Exercise of Rights

10.5 Amendment of Agreement

11.0 DESTRUCTION OF CENTRE

12.0 INSTRUMENT OF AGREEMENT

Agreement

This Agreement ("the Agreement") is made on the ...day of 2009

Between: **Town of Port Hedland** of McGregor Street, Port Hedland (the "LGA")

And: **Port Hedland Visitor Centre** (the "Contractor").

RECITALS

1. The LGA is the owner of the Port Hedland Visitor Centre which is located at Wedge Street, Port Hedland is vested in the LGA for the purpose of "Civic Purposes".
2. The parties have agreed that the Contractor will provide the Services in connection with the Centre on the terms and conditions set out in this Agreement. The LGA will nominate a Contract Superintendent for the duration of the contract. The Contractor's Representative is to deal with the Contract Superintendent on all Management and Operational Issues.
3. Every month, on a date agreed to by both parties, the LGA's Contract Superintendent and the Contractor's Representative will meet to discuss the day to day operations of the Centre including (but not limited to) operations, maintenance items and all items as outlined in the monthly reports. The monthly report for the Centre must be submitted to the Contract Superintendent within seven (7) days of the end of each month.
4. The Contractor will be responsible for (but not limited to): recruitment and employment control and remuneration of staff, programming, servicing of capital assets, approved maintenance of capital assets, cleaning, collection and maintenance of Centre operational and financial data, maintenance of the operational budget, collection of all monies and payments of accounts, except for those agreements as outlined in this Management Agreement.

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1. Definitions

In this Agreement, unless the context requires otherwise:

“**Act**” means the *Local Government Act 1995 (WA)*;

“**Additional Services**” means any work undertaken by the Contractor outside of the fixed price Management Fee for the work explicitly stated in the Management Agreement, and may include but not limited to capital works, maintenance, events and other ad hoc Council approved activities at the Visitor Centre.

“**Approved Budget**” means the budget for the Centre, with respect to the annual Business Plan for the Centre, prepared by the Contractor’s Representative, and agreed to by the parties prior to the Commencement Date and the 31st July of every year afterwards, which includes the Management Fee and any additionally agreed services to be provided;

“**Capital Works**” refers to LGA planned and budgeted repairs, renewal of existing capital assets or the development of new capital assets at the Centre;

“**Centre**” means the Port Hedland Visitor Centre;

“**Chief Executive Officer**” means the Chief Executive Officer of the LGA;

“**Commencement Date**” means 1/1/2009;

“**Contract End Date**” means 30/12/2009;

“**Contract Superintendent**” means the delegated officer at the LGA to whom the Contractor’s Representative communicates;

- a) “**Contract Year**” means 1/1/2009 to 30/12/2009
- “**Contractor**” means the Port Hedland Tourist Bureau Incorporated;

“**Contractor’s Representative**” means the Contractor’s delegated representative;

“**Council**” means the LGA’s Council;

“Expenditure” means the disbursements of payments associated with the costs for operating the Centre, and is the responsibility of the Contractor;

“Income” means the money and other assets received from the operations of the Centre and are owned by the LGA;

“Port Hedland Visitor Centre” means the Visitor Centre located at Lot 24 (Number 13) Wedge Street, Port Hedland;

“Local Government Authority (LGA)” is the generic reference to the Town of Port Hedland,

“Maintenance” is the planned repairing of capital assets in excess of two thousand dollars (\$2,000.00) and these works and costs are excluded from the Management Fee and require LGA pre-authorisation before the work is undertaken.

“Management Fee” is the annual fee paid by the LGA to the Contractor for the base services agreed for the management and operation of the Visitor Centre with respect to each Contract Year and agreed by the parties prior to the Commencement Date, with the fee being payable in quarterly instalments in advance commencing from the date of the commencement of the Agreement.

“Repairs” is the unplanned repairing of capital assets that is either unintentionally or intentionally damaged in excess of two thousand dollars (\$2,000.00), and these works and costs are excluded from the Management Fee and require LGA pre-authorisation before the work is undertaken.

“Servicing” is the regular upkeep of capital assets, including replacement of consumable items in accordance with the manufacturer’s maintenance (or servicing) schedule program, and any maintenance and repairs to capital assets less than two thousand dollars (\$2,000.00) and provision for these related costs are to be included in the Management Fee.

1.2. Interpretation

In this Agreement, unless the context indicates a contrary intention:

- a) the singular include the plural and vice versa;
- b) Any gender includes the other gender;
- c) Reference to a person includes a company, corporation, and unincorporated or incorporated association or statutory authority;
- d) Reference to clauses, paragraphs, sub-paragraphs and Schedules are to clauses, paragraphs, and subparagraphs of (and schedules to) this Agreement as amended from time to time in accordance with the terms of this Agreement;
- e) Headings used for clauses, paragraphs, subparagraphs, Schedules and the table of contents are for reference only, and will not affect the interpretation of this Agreement;
- f) References to any Agreement or instrument are to that agreement or instrument as amended, novated, supplemented, varied or replaced from time to time;
- g) References to laws include any modification or re-enactment of those laws or any legislative provisions substituted for such laws, and all ordinances, local laws, planning schemes, by-laws, regulations and other statutory instruments issued under those laws;
- h) Use of the words 'include' or 'including' means without limitation;
- i) A reference to any body is:
 - i. If that body is replaced by another organisation, deemed to refer to the replacement organisation; and
 - ii. If that body ceases to exist, deemed to refer to the organisation which most nearly or substantially serves the same purposes or objects as that body;
- j) References to a party include that party's successors and permitted assigns.

2. TERM AND OPTIONS TO RENEW

2.1. Term

The LGA appoints the Contractor to perform the Services, for the remuneration and during the Term, subject to the terms and conditions set out in this Agreement. The term for the agreement will be for a period commencing on the 1st January 2009 and ending 30th December 2009.

2.2. Options to Renew

Not applicable.

2.3. General Purpose

The general purpose of this Agreement is to record the terms of an arrangement between the LGA and the Contractor for the management and operation of the Centre.

3. THE SERVICES PROVIDED BY THE CONTRACTOR

3.1 LGA Policy

The Council has established that Port Hedland will be recognised both as a tourism destination in its own right, and as the Pilbara gateway to Karijini National Park.

As a result of new tourist attractions and facilities, destination marketing and improved townscape and entries, the percentage increase in visitors and their length of stay will exceed the State average for regional Western Australia by 2013.

3.2 Objectives

The Contractor must manage the Centre in a manner which:

- a) provides high quality visitor information services which will include social, leisure and recreational opportunities for all sections of the community;
- b) ensures a safe environment for all users of the Centre;
- c) develops significant usage (measurable) of the Centre by a broad diversity of visitors and locals;
- d) ensures promotional information including Welcome Kits, monthly events flyers, Port Hedland promotional brochures and maps are well stocked, up to date and informative,

- e) provides a base and focal point for local residents and community interaction and development;
- f) continuously improves customer service and satisfaction levels.

3.3 Business Plan and Budget

3.3.1 The Contractor shall prepare a Business Plan and work towards its implementation.

3.3.2 The Business Plan must include the following proposals:

- a) An operational Budget for the next Contract Year.
- b) A schedule of all programmes and activities to be provided at the Centre including the hours of operation.
- c) Staffing requirements at the Centre outlining any training requirements and numbers. Any variation from the previous year must be highlighted and reasons provided for the change.
- d) A marketing and promotional plan for the following Contract Year, with provisions for consulting the community and implementing views where appropriate.
- e) Objectives, Targets, Performance Indicators and associated Performance Measures to review the performance of staff and Centre operations for the following Contract Year.
- f) A programme outlining the servicing, maintenance, repairs and cleaning requirements of all structures including equipment, fixtures, fittings and all buildings in accordance with clause 3.4.6.
- g) A schedule of capital works that are recommended to be carried out by the Contractor in conjunction with the LGA, if applicable.

3.3.3 The Business Plan and Budget are to be submitted to the LGA by the 30th May each year to be eligible for consideration at Council's Budget Meeting.

3.3.4 The development of the Business Plan and associated Budget is a base service covered by the Management Fee.

3.4 Centre Management

The Contractor shall manage the Visitor Centre on behalf of the LGA in accordance with the Business Plan accepted by Council as outlined in

clause 3.3. The Contractor agrees to the following conditions in relation to all aspects of the management of the Centre:

3.4.1 STAFF

- a. As part of this Agreement, the Contractor agrees to comply with all industry standards in relation to the employment and professional development of staff, and maintain a professional and efficient work ethic;
- b. The Contractor is responsible for all members of their staff, and will recruit, appoint, supervise, rotate and remunerate all staff as employees of the Contractor. Staffing levels are to be consistent with legislative and other regulatory requirements, and commensurate with appropriate skills;
- c. The Contractor is required to ensure that all staff are compliant in terms of initial and on-going training and education;
- d. All staff shall be paid in accordance with all relevant awards, statutes or regulation agreements in relation to employment of such employees or staff, and shall ensure that all entitlements including salaries, wages, superannuation and other benefits are compliant. The remuneration of any local government staff assigned / transferred to the Contractor is to be at the pre-contract value or better. All statutory fees and charges in relation to taxation, superannuation, workers compensation, insurance and other statutory fees and charges shall be paid in accordance with the award;
- e. All staff will have the costs of employment including (but not limited to) uniform, safety equipment, emergency plans and first aid paid by the Contractor; and
- f. The Contractor shall ensure that an appropriate cash reserve is available at all times to satisfy the requirements of clause 3.4.1.

3.4.2 OPERATION OF PROGRAMMES AND SERVICES

- a) The Contractor shall be the responsible party for the implementation and operation of all programmes offered at the Centre during operating hours and at other times in accordance with the Business Plan.
- b) In conjunction with the LGA and in addition to the running of the Centre, the Contractor may establish, market and promote such special events and activities as the Contractor's Representative deems appropriate;

- c) The operation of programmes and services tendered is part of the base services provided and costs shall be covered by the Management Fee.

3.4.3 INCOME AND EXPENDITURE

- a) The Contractor shall record and receipt all income and pay all operating expenses on time and in accordance with the Business Plan. Financial arrangements must be made with the LGA to operate accounts and deal with the income and expenditure of the Centre;
- b) An appropriate system of account keeping must be maintained on the principles of accrual accounting and provide monthly reports for the Contract Superintendent to report to Council. A chart of accounts is required to be submitted for the LGA's approval. Any changes to the chart of accounts will need to be approved by the Chief Executive Officer;
- c) All expenditure associated with the operations of the Centre is the responsibility of the Contractor and to be paid from the Contractor's "Centre Operations" bank account.

3.4.4 FINANCIAL ACCOUNTS AND REPORTING

- a) The Contractor shall be responsible for and manage the purchasing, invoicing, payments and account collections for the functioning of the Centre, and provide the LGA's Contract Superintendent with financial information when requested and in report form on a monthly basis.

3.4.5 END OF YEAR ACCOUNTS

- a) At the conclusion of each financial year, the Contractor shall provide a financial report detailing annual returns for the Centre. An auditor who shall be appointed upon agreement by both the LGA and the Contractor must audit the end of year financial statements in accordance with legislated requirements and standards.
- b) The LGA must receive the audited financial statements, by no later than 30th October in the next financial year for the previous Operational Budget,
- c) Specific details of reports required are detailed in Section 3.5.11.

3.4.6 SERVICING, MAINTENANCE AND REPAIRS

- a) All fixtures and fittings at the Centre must be serviced and maintained to comply with industry and Occupational Safety and Health Standards. Repair and proper maintenance must be performed for all fixtures, fittings, plant, equipment, machinery and associated extras in accordance with the approved Business Plan and Budget. All approved servicing, maintenance and repairs must be recorded and reported to the Contract Superintendent at the monthly meetings;
- b) The Contractor shall be responsible for ensuring the operation and paying the costs of all maintenance of (but not limited to):
 - Plant and operating equipment,
 - Amenities and all attachments,
 - Buildings.in accordance with the approved Business Plan and Budget;
- c) The Contractor is responsible for the servicing of capital assets and a servicing schedule and associated costs is to be included in approved Business Plan and Budget. At the conclusion of each financial year, the Contractor is expected to have expended its approved Servicing Budget (as resolved by Council) on scheduled services at the Centre. Any inability to expend budgeted Servicing activities is to be reported to the Contract Superintendent as soon as the situation is known;
- d) Maintenance costs are to be borne by the Contractor, and are expected to be included in the approved Business Plan and Budget. At the conclusion of each financial year, the Contractor is expected to have expended its approved Maintenance Budget (as resolved by Council) on maintenance and upkeep at the Centre. Any inability to expend budgeted Maintenance is to be reported to the Contract Superintendent as soon as the situation is known;
- e) Authorisation of the repairs of a capital nature is the responsibility of the LGA, and pre-approval to undertake repairs must be submitted to the Contract Superintendent for his/her approval;
- f) The LGA shall develop an annual capital and/or structural maintenance plan based on Contractor and Contract Superintendent guidance, which will detail the funds available each year for maintenance, renewals and new developments. Funds for approved work will be included in the LGA Budget for Capital Works approved each year by Council.

3.4.7 MARKETING AND PROMOTION

- a) The Contractor shall promote and market the Town of Port Hedland to increase awareness of the activities and attractions of the region , and will use the LGA logo on promotional material as acknowledgement of the relationship between the LGA and the Contractor. Marketing and promotional services for the Centre will be in accordance with the Business Plan;
- b) Marketing and promotion consists of base services and LGA additional required services. The base service element is to be quantified and covered by the Management Fee. Additional marketing and promotion, if applicable, is to be included in the business Plan and Budget.
- c) Marketing of Town of Port Hedland Region will consist of, but not limited to the following methods:-
 - i. Marketing promotion at one Intrastate event
 - ii. Marketing promotion at one Interstate event
 - iii. Production of 5 local tourism related features to local media
 - iv. Production of 30,000 Port Hedland tourism promotional brochures
 - v. Production of 30,000 Port and South Hedland locality maps
 - vi. Production of tour ticket and other initiatives to promote "shop local",
 - vii. Assistance to the Town of Port Hedland with the bi-monthly New Resident Welcome Functions by way of participation in planning and staging of event,
 - viii. Hosting an annual tourism related event (i.e. Welcome to Tourist Season Sundowner)
 - ix. Promotion of Visitor Centre and Town of Port Hedland locality by updating the content of the Chamber of Commerce and Industry Information Directory Visitor Centre page;
 - x. Promote the Town of Port Hedland region by way of increasing financial memberships,
 - xi. Maintaining Travel Agent's Licence and Australian Tourism Accreditation Standard (Level 2);
 - xii. Promoting the Town of Port Hedland region (measurable) by increasing visitor numbers

3.4.8 SECURITY

Not applicable.

3.4.9 SIGNS AND SPONSORSHIP

- a) Approval for sponsorship, signage or advertisement outlining sponsorships must be made in writing to Council detailing the nature of the sponsorship and requirements. The Contract Superintendent must give approval before sponsorship can go ahead. This includes all sponsorship sought for programmes including prizes and incentives.

Such approval cannot be withheld unreasonably.

3.4.10 CLEANING

- a) The presentation of the Centre must at all times be kept to a maximum standard for presentation, safety and hygiene to meet regulations and industry standards. The Contractor is responsible for ensuring the operation and payment of all costs associated with a cleaning program for the Centre. This includes every aspect within and around the Centre; and
- b) Cleaning is a base service covered by the Management Fee.

3.4.11 COMPLAINTS

- a) The Contractor will deal promptly and efficiently with all complaints in relation to the Centre, and will record any correspondence in relation to the matter of the complaint. All complaints and associated remedial action is to be recorded and reported to the Contract Superintendent, who in turn is to inform the Chief Executive Officer as appropriate;
- b) The Contract Superintendent is to advise the LGA of any trends in complaints and provide any necessary guidance with respect to trends found; and
- c) The management and resolving of complaints is a base service covered by the Management Fee.

3.4.12 PRIVACY OF INFORMATION AND PEOPLE

- a) The Contractor shall ensure, at all times, the privacy of all Visitor Centre and LGA information, including staff and sub-contractors records and Centre financial information, is maintained;
- b) The Contractor shall also ensure that any and all confidential or privileged information are to be concealed and kept from unauthorised persons at all times unless the Contractor's Representative has written consent otherwise from the LGA;

- c) The Contractor shall also ensure, at all times, the personal privacy of all employees, subcontractors and users of all the Visitor Centre is appropriately maintained; and
- d) The management of privacy is a base service covered by the Management Fee.

3.4.13 REPUTATION OF THE LGA

- a. The Contractor, Contractor's Representative and any other staff or subcontractors hired by the Contractor shall not say or do anything that brings the LGA into disrepute or which damages the reputation of the LGA.
- b. The Contractor, Contractor's Representative nor any other staff is not to make any public statements:
 - o about this Agreement concerning the Centre which may be detrimental to the Centre or to the interests of the LGA; or
 - o about any aspect of this Agreement or the Centre which has been given to the Contractor's Representative by the LGA.
- c. This clause shall not prevent the Contractor or Contractor's Representative from making any statements of a promotional or marketing nature concerning the Centre which statements are authorised by the Chief Executive Officer.

3.4.14 ALCOHOL

- a) The consumption or advertising of alcohol is not permitted in any part of the Centre during standard Centre operating hours. Alcohol may be consumed on the Centre's premises providing pre-approval is granted by the LGA.
- b) The Contractor is required to ensure that there is no excessive alcohol consumed and that all evidence of alcohol being consumed is removed prior to the start of the next day's standard opening hours.

3.5 Obligations of the Contractor

The Contractor agrees that the following will be maintained at its cost throughout the duration of the Agreement:

3.5.1 INSURANCE

- 3.5.1.1 Without limiting its obligations and responsibilities, the Contractor shall take out Insurance for the entire Contract period under the following headings;

a) Public Liability:

A Public Liability policy with an Insurer approved by the Australian Prudential Regulation Authority (APRA) as per their list of Insurers Authorised to Conduct New or Renew Insurance Business in Australia.

The policy of Public Liability Insurance taken out by the Contractor is to provide a minimum limit of liability of \$10 million (AUD\$10,000,000) in respect of Death, Property Damage and Bodily Injury.

b) Workers Compensation:

The Contractor shall effect and keep in effect during the currency of the Contract such Insurance as may be necessary to adequately protect the Contractor and the Principal in respect of liability for payment of compensation to any Employee of the Contractor or of a Subcontractor of the Contractor under the *Workers' Compensation and Injury Act 1981* or at Common Law.

c) Professional Indemnity:

Where the Contract involves the provision of professional services and/or advice, the Contractor is to take out a Professional Indemnity Insurance policy with an Insurer approved by the Australian Prudential Regulation Authority (APRA) as per their list of Insurers Authorised to Conduct New or Renew Insurance Business in Australia.

The policy of Professional Indemnity Insurance taken out by the Contractor will have a limit of Liability based upon a figure agreed by the Principle and Contractor as per the attached Schedule however; the limit of Liability will not be less than \$5 million (AUD\$5,000,000).

d) Product Liability:

Product liability Insurance taken out by the Contractor is to provide a minimum limit of liability of \$10 million (AUD\$10,000,000) in respect of any one occurrence and for an unlimited number of claims.

- 3.5.1.2 The Contractor at the discretion of the Principle may be required to detail the Principle as a Joint Named Insured under some or all of the Insurances detailed under Clause 3.5.1.1 and/or detail the Principles Interest by way of notation on Certificates of Currency.

3.5.2 ALLOWANCE OF LGA TO ENTER PREMISES

- a) The Contractor shall permit the LGA and its agent (with or without workmen or others) to enter the Centre at all reasonable times to view the condition of, inspect, take inventory of, and make all necessary maintenance and repairs to, any section of the Centre as required.

3.5.3 REPORT DEFECTS

- a) The Contractor shall immediately inform the LGA of any defects to the Centre. Any acts of vandalism or major repairs necessary to the Centre, will be reported to the LGA immediately, where the Chief Executive Officer will make a decision on the course of action to be taken.

3.5.4 RESTORE NEGLIGENT DAMAGE

- a) Any damage to any property belonging to the LGA caused by the negligence or defaults by the Contractor, any Contractor employee, agent or subcontractor will be repaired or replaced immediately, and such cost to do so not covered by insurance shall be an expense of the Contractor. All negligent or default damage must be reported to the Contract Superintendent.

3.5.5 WORKPLACE SAFETY AND HEALTH

- a) The Contractor shall provide a safe and hazard free working and community environment at all times in accordance with the relevant legislation.

3.5.6 COMPLIANCE WITH LAWS

- a) The Contractor shall comply with and observe the provisions of all Acts, Statutes, Regulations and by-laws that relate to the Centre and/or the operation of the Centre by the Contractor.

3.5.7 FREEDOM OF INFORMATION

- a) The Contractor acknowledges that the LGA is bound by the State Freedom of Information obligations, Acts and Regulations and agrees to abide by those same obligations, Acts and Regulations.

3.5.8 INDEMNITY

- a) The Contractor shall indemnify and keep indemnified the LGA from and against all claims, actions, demands, losses, damages, costs and expenses incurred by the LGA in respect to anything

done (or omitted in good faith) in the exercise of the powers conferred on the Contractor by this document or in the carrying out of the duties and functions of the Contractor under this agreement.

3.5.9 NON-ASSIGNMENT

- a) This Agreement between the Contractor and the LGA may not be assigned (wholly or in part) to any other person, firm or organisation without the LGA's written consent. A written request must be made initially to the LGA for approval.

3.5.10 RECORDING

- a) All records relating to the LGA held by the Contractor shall be kept for the period of the contract including any options to extend. This includes (but is not limited to) all legal documents, personnel records, membership records, financial and accounting details, correspondence and reports. The Contractor is to pass all records to the LGA on the Contract End Date;
- b) All documents will be referred to the LGA's Chief Executive Officer for the application of appropriate retention and disposal schedules as defined in the General Disposal Authority for Local Government Records as administered by the States Records Office of Western Australia;
- c) Record management is a base service covered by the Management Fee.

3.5.11 REPORTS

Monthly Financial and Performance Reports

- a) The Contractor must provide a detailed report to the Contract Superintendent on financial and statistical data within seven (7) working days after the conclusion of each month which includes details of the following.
 - I. Profit & Loss statement (money through till)
 - II. Statement of non-operating income and expenditure
 - III. Attendance numbers to the Visitor Centre
 - IV. Number of hits on the Visitor Centre website,
 - V. Number and details of information requests emailed and posted,
 - VI. Number of participants on local tours
 - VII. Average expenditure per person visiting the Visitor Centre
 - VIII. Number of Welcome Kits distributed

- b) A statement of variations between the approved Budget and the actual results achieved for the year to date as outlined in clause 3.3, with explanations of any variances, including all financial information, and any changes to the operating Budget for future periods according to clause 3.3;
- c) A statement of the capital expenditure and maintenance items in respect to the Centre during that period (if any). All repairs and maintenance items that have been carried out during the period as stipulated in clause 3.4.6 must be outlined. Any repairs or maintenance that is recommended by the Contractor to ensure compliance is required to be outlined according to sub-clause 3.3;
- d) All complaints and associate remedial action made against the Centre as outlined in clause 3.4.11;
- e) Any negligent damage caused to the Centre or the assets of the Centre must be reported according to clause 3.5.4, including those damages caused by subcontractors;
- f) Creditors commitments outstanding for the month and year to date; and
- g) Outstanding debtors.
- h) The Contractor must submit, concurrently with its monthly financial report, a monthly progress report which comments on matters and events which are significant to the Council. These reports will be used for the monthly meetings, and may be presented to Council each month for its consideration of the Centres' performance.

Bi Monthly Financial and Performance Report

- i) Assist the Town of Port Hedland Manager Community & Economic Development Services with the organisation, running and clean up of the New Resident Welcome Functions.

Quarterly Financial and Performance Report

- j) The Contractor must submit to the Contract Superintendent quarterly profit and loss statements in an accrual format, showing all actual operating income, expenditure and committed expenditure, for each quarterly period during the Contract Term within four weeks of the end of each quarter of the Contract Term.
- k) The periods of each quarter being Jan-Mar, April-Jun, Jul-Sept, Oct-Dec.

Annual Financial and Performance Report

- l) The Contractor must submit to the Contract Superintendent an annual report of each year of the Contract Term by the 30th September of the same year, in accordance with clause 3.4.5.
- m) The annual report must include, as a minimum:
- I. an audited financial statement using accrual based accounting principles and audited in accordance with the Australian Accounting Standards (AAS);
 - II. a report on usage of the Centre including :-
 - visitor numbers to the Centre
 - Hits on the Website
 - Number of information requests emailed and posted
 - Number of clients participating in local tours
 - Number of Welcome Kits distributed
 - III. List of financial members and growth in membership numbers
 - IV. Minutes of Annual General Meeting
 - V. a report on programs and their success or effect;
 - VI. an asset management statement;
 - VII. summaries of customer complaints, incidents and other feedback;
 - VIII. summaries of staffing levels; and
 - IX. other information required by the Contract Superintendent.
- n) The audited report must be submitted to the Chief Executive Officer for review and comment before being submitted to the Council for approval.
- o) The provision of reports is a base service covered by the Management Fee.

3.5.12 BANK ACCOUNT

- a) The Contractor shall establish, maintain and administer a "Centre Operations" bank account and the Contractor shall only use this account for the purpose of depositing all Management Fees and other budgeted funding provided by the LGA and for paying all Expenses in accordance with the Agreed Budgets.

3.6 Variation to the Operational Budget

3.6.1 DEFINITIONS

- a) In this clause 3.6 "Unforeseen Cause" means: an action or event which is undertaken or which occurs outside of the control of the Contractor and which could not, at the time of preparing the Business Plan and Budget for the Contract Year, have reasonably been expected to occur and which has or could materially alter the capacity of the Contractor to meet the Contractor's Budget Key Performance Indicators for that year. It includes any payment of excess in respect to a claim made under the Public Liability Insurance.

3.6.2 APPROVED BUDGET

- a) In accordance with this Agreement, the Contractor and the LGA will agree upon an approved Budget for the Business Plan. If at any time, the Contractor considers that the approved Budget for that year should be revised for reason of an Unforeseen Cause, then the Contractor shall prepare and deliver to the LGA Council an amended Budget that stipulates the changes necessitated. The Chief Executive Officer must have been informed of the proposed changes and endorse the proposed Budget prior to the modified budget being submitted to Council;
- b) Within 30 days after the amended Budget going to Council, the LGA will give notice in writing to the Contractor that the LGA either disputes or accepts the proposed Budget. If the budget is disputed by the LGA, then the matter will be referred to arbitration in accordance with the Commercial Arbitration Act 1985 to an arbitrator agreed by the parties and, failing agreement, nominated, at the request of either party, by the President of the Law Society of Western Australia "the Arbitrator".

4 THE DUTIES OF THE LOCAL GOVERNMENT AUTHORITY

4.1 Contractor's Use of the Centre

- 4.1.1 The LGA will grant to the Contractor the right to use and occupy the Centre to the extent necessary to carry out its duties and obligations in accordance with this Agreement.

4.2 PROPOSED BUSINESS PLAN AND BUDGET

- 4.2.1 This Agreement is based on a fixed price for base services (Management Fee) and cost plus for additional services; the Contractor must supply the LGA with a Proposed Business Plan

and Budget for the following Contract Year. The LGA will consider the proposed Business Plan and Budget, and will advise the Contractor that:

Either:

- a) The LGA has approved the Proposed Operating Budget; or
- b) The LGA has not approved the Proposed Operating Budget.

4.2.2 The LGA will not unreasonably fail to approve or withhold approval of the proposed Business Plan and Budget.

4.2.3 If the proposed Business Plan and Budget are not approved, the LGA will provide written explanations to the Contractor regarding the reasons for non-approval. The LGA will provide suggested alternatives and will provide the Contractor adequate time and opportunity to submit a further proposed Business Plan and Budget.

4.2.4 In the event that the LGA does not approve the proposed Business Plan and Budget (without prejudice to any rights of the LGA), the LGA will fully support the operations of the Centre until the proposed Business Plan and Budget are approved. The expenses incurred by the LGA during this period will be required to be considered in the proposed Business Plan and Budget.

4.3 MAJOR MAINTENANCE AND STRUCTURAL REPAIR

4.3.1 Subject to clause 3.4.6 the LGA will attempt to rectify any major maintenance or structural defect or problem within a reasonable amount of time, having consulted with the LGA. Written notification must be received from the Contractor to the Chief Executive Officer, and the Contract Supervisor will determine the extent of urgency for repairs.

4.3.2 In accordance with clause 3.5.4 the Contract Superintendent will determine any maintenance or structural damage caused by the negligence of the Contractor.

4.4 CLOSURE FOR REPAIRS AND OTHER EMERGENCIES

4.4.1 In addition to any provision that may otherwise have been made for closure of the Centre to address planned for or scheduled maintenance requirements, the Council may direct (or the Contractor may, with the concurrence of the Contract Superintendent agree to) the closure of the Centre where emergencies and other unforeseen events arise which are beyond the reasonable control of the Contractor to address.

4.5 CAPITAL WORKS

4.5.1 Funds may be allocated in the LGA approved Budget for Capital Works to be carried out at the Centre, and in this instance, the Contractor will be made aware of any alterations that will occur. Should the Capital Works be unforeseen and the Contractor considers there may be a loss of or diminution of income or revenue earned by any such works carried out, the Contractor may lodge an altered Budget for that time period to the Chief Executive Officer, which accounts for these losses.

4.6 INDEMNITY

4.6.1 The LGA shall indemnify (and keep indemnified), the Contractor from and against all claims, actions, demands, loss, damages, costs and expenses incurred by the Contractor in respect to anything done or omitted to be done in good faith in the exercise of the powers conferred on the LGA by this document or in the carrying out of the duties and functions of the LGA under this Agreement.

5.0 FINANCIAL DISTRIBUTION

5.1 Definitions

In this clause 6:

- 5.1.1 "Management Fee" means \$80,000 for Contract Year
- 5.1.2 "**Surplus**" means the annual operating expenditure of the Centre is **less** than the Budget for the Business Plan paid for the previous calendar year; and
- 5.1.3 "**Operational Loss**" means the annual operating expenditure of the Centre is **more** than the Budget for the Business Plan paid for the previous calendar year.

5.2 Fixed Management Fee

5.2.1 PAYMENT

- a) In consideration of the due performance by the Contractor of their obligations pursuant to this Agreement, and subject to and conditional upon the Contractor complying with the terms and conditions of this Agreement, the LGA will pay to the Contractor the Management Fee, the sum of which is outlined in clause 5.1.
 - I. The LGA shall pay to the Contractor of the Centre by way of remuneration for the provision of the services.

- II. The Management Fee shall be payable by quarterly instalments in advance after a correct invoice received from the Contractor.

5.2.2 REVIEW OF PAYMENT

- a) The Management Fee as submitted by the Contractor shall be a Fixed Term amount for the Contract Year.

5.3 Operational Loss

- 5.3.1 Subject to this clause, the LGA will not be responsible for funding any Operational loss should they exist. The Contractor, subject to the terms of this Agreement, will be responsible for any costs / losses over and above the Management Fee, and all will be borne by the Contractor.

5.4 Surplus Distribution

- 5.4.1 Where any money paid to the Contractor for additional services in accordance with the Budget is a surplus as at 30th June each year, the Contractor will refund the surplus to the LGA within 14 days of the end of the financial year

5.5 Performance Guarantee

- 5.5.1 The Contractor is required to meet all deficiencies from its own resources.
- 5.5.2 The Contractor shall refund to the LGA from its Management Fee any money not expended as a result of the non-provision of base services, which includes (but not limited to):
 - a) Understaffing of any Centre for a period of four (4) weeks or more;
 - b) Failure to provide required plans, budgets and reports;
 - c) Underachieving on "the services provided by the Contractor" under Section 3 of this agreement, and
 - d) Any costs associated with the LGA having to engage a third party to fulfil the Contractor's obligations/responsibilities under this Management Agreement and that tendered and accepted by the LGA.

6 CONTRACTOR'S BUDGET KEY PERFORMANCE INDICATORS

Not applicable.

7 TERMINATION

7.1 Termination on Default by the LGA

7.1.1 If the LGA defaults in the performance of the compliance with a provision of this Agreement and fails to remedy that default within 28 days after the date of receipt of the LGA of a written notice from the Contractor specifying the default, then the Contractor may terminate this Agreement, providing they give 30 days notice to the LGA without prejudice to the rights of the Contractor's to claim damages or to pursue and other remedies it may have pursuant to this Agreement or otherwise.

7.2 Termination on Default by the Contractor

7.2.1 If the Contractor defaults in the performance of, or compliance with, a provision of this Agreement, and fails to remedy that default within 28 days of receipt by the Contractor of a written notice from the LGA specifying the default, or if:

- a) An application is filed or an order is made or a resolution is passed for the winding up of the Contractor or if any meeting may be convened for the purpose of considering such resolution; or
- b) An administrator is appointed to the Contractor or such appointment is threatened or proposed or if the Contractor enters into any arrangement, reconstruction or composition with its creditors or any of them or proposes to do so; or
- c) A receiver and manager is appointed over the Contractor or the holder of an encumbrance takes possession of any property of the Contractor; or
- d) The Contractor has, without written consent of the LGA, materially amended its constitution so as to be inconsistent with its duties pursuant to this Agreement; or
- e) The Committee of the Contractor is found guilty of fraud by any court, or misappropriation of funds; or
- f) The Contractor has been found to be wilfully negligent in exercising due care to provide safe and healthy work environments in conformity with relevant Australian Standards,

applicable legislation and generally accepted good management practices; or

- g) The Contractor ceases, or threatens to cease the business as laid out in this Agreement; or
- h) The Contractor becomes unable to pay its debts as and when they are due, or the Contractor becomes insolvent; or
- i) Any event or series of events, whether related or not, exists or occurs (including, any material adverse change in the business, assets, management, or financial condition of the Contractor) which in the reasonable opinion of the LGA would materially affect the ability of the Contractor to comply with any of its obligations under the Agreement;

Then the LGA may at its option terminate this Agreement giving 30 days notice to the Contractor without prejudice to the rights of the LGA to claim damages or to pursue other remedies it may have pursuant to this Agreement or otherwise.

7.3 Discretionary Termination by the LGA

7.3.1 The LGA reserves the right to terminate the contract with the Contractor at any time without reason. Should this occur, the LGA will give the Contractor six (6) months written notice, and will ensure that all Management Fees are paid up to the termination date.

8 DISPUTE RESOLUTION

8.1 Primary Dispute Resolution

8.1.1 Subject to clause 5 a party must not start court proceedings (except proceedings seeking interlocutory relief) in respect of a dispute arising out of this Agreement ("Dispute") unless it has complied with this Clause. If a dispute arises between any of the parties in relation to interpretation of this Agreement, the dispute shall be determined by the following process:

- a) Written reference to the Contract Superintendent, where all reasonable efforts must be administered to resolve the Dispute;
- b) Failing resolution under Clause 9.1.1.a, the dispute shall be referred (as soon as is practicable) to a joint meeting of the Committee of the Contractor and the Council of the LGA;
- c) Should resolution not be achieved within sixty (60) days of the reference to the joint meeting in Clause 8.1.1.b then:

- i. This Agreement may be terminated by either party, and any amount that are owing under this Agreement to any party will be paid within seven (7) days of the termination date; or
- ii. The matter will be mutually referred to arbitration.

8.2 Arbitration

8.2.1 In accordance with the provisions of the Commercial Arbitration Act 1985, any matter which by the provisions of this Agreement is to be referred to a single Arbitrator. If the Contractor and the LGA are unable to agree upon an Arbitrator, one will be appointed by the President of the Institute of Arbitrators and Mediators Australia for the time being, whose appointment is final.

8.2.2 Until the parties resolve their dispute in accordance with the dispute resolution process, and continuation of this Agreement is settled, all other rights and obligations of the Contractor and the LGA remain in force.

9 GST

9.1 Definitions

9.1.1 In this Clause:

- a) "GST", "Input Tax Credit", and "Taxable Supply" have the meaning they bear in *A New Tax System (Goods and Services Tax) Act 1999* ("the GST Act").
- b) "GST Rate" means a percentage equal to the rate of GST imposed on a taxable supply by the GST Act.

9.2 Liability

9.2.1 The parties acknowledge that GST is payable in respect of each taxable supply made under this Agreement.

9.2.2 The Management Fee referred to in clause 6 and the amounts shown in the Approved Operating Budgets are exclusive of GST.

9.2.3 All amounts payable under any provision of this Agreement (other than a reimbursement of any GST inclusive payment or outgoing made by this reimbursed party and in respect of which the reimbursed party is entitled to an input tax credit) are expressed in amounts that do not include the GST payable.

9.2.4 In respect of each taxable supply made under this Agreement the provider of the supply must pay any GST required to be paid for that taxable supply.

9.2.5 The Centre will be registered as a separate entity for GST purposes.

10. GENERAL

10.1 Notices

10.1.1 A party notifying or giving notice under this Agreement must do so:

- a) in writing;
- b) addressed to the other party at the address of the other party specified at the head of this Agreement as altered by notice given in accordance with this clause; and
- c) left or sent by pre-paid post to that address.

10.2 Costs

10.2.1 The parties agree to bear their own legal costs and other expenses of, and incidental to, the preparation, execution and completion of this Agreement and of any related documentation.

10.2.2 The Contractor shall pay any stamp duty payable on execution of this Agreement or any related documentation.

10.3 Entire Agreement

10.3.1 The parties agree that this Agreement comprises the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior arrangements or agreements between them. There are no oral understandings, terms or conditions, and neither party has relied on representation, expressed or implied, not contained in this Agreement.

10.4 Waiver and Exercise of Rights

10.4.1 A single or partial exercise of waiver of a right relating to this Agreement will not prevent any other exercise of that right or any other right.

10.4.2 A party will not be liable for any loss, cost or expense of any other party caused by or contributed to the waiver, exercise,

attempted exercise, failure to exercise or delay in the exercise of a right.

10.5 Amendment of Agreement

- 10.5.1 This Agreement may be amended from time to time in writing executed by both parties upon agreement of both parties.

11 DESTRUCTION OF THE CENTRE

- 11.1 If the Centre is demolished, destroyed or damaged, or decays so as to be or is declared by any Department or other competent authority to be unfit for use for the purpose it was intended to be used, the LGA decides not to reinstate or rebuild the Centre, either party may terminate the Agreement by notice in writing to the effect to the other party, and neither party shall have any rights against the party terminating this Agreement in respect of such termination except for in relation to any antecedent breaches of the terms of this Agreement.

6:41 pm Councillor Kelly A Howlett declared an impartiality interest in Agenda Item 11.1.2.1 'Proposed Development of 15 X 4 Room Single Storey Units, at Lot 2115 North Circular Road (Blackrock Caravan Park)' as she has an association with the Blackrock Tourist Park through her employment at the Port Hedland Visitor Centre. Councillor Howlett advised that as a consequence, there may be a perception that her impartiality on the matter may be affected. Councillor Howlett declared that she will consider this matter on its merits and vote accordingly. Councillor Howlett did not leave the room.

11.1.2 Planning Services**11.1.2.1 *Proposed Development of 15 X 4 Room Single Storey Units, at Lot 2115 North Circular Road (Blackrock Caravan Park) (File No.: 130039G)***

Officer Leonard Long
Planning Officer

Date of Report 8 April 2009

Disclosure of Interest by Officer Nil

Summary

An application has been received from Tectvs Pty Ltd on behalf of the owners APC PT Hedland Pty Ltd. The application is to permit the development of an additional 15 single storey tourist chalet units consisting of 4 rooms each on the lot.

The application is being referred to Council as the existing zoning of the Lot does not permit the current use of the lot for caravan park purposes, but has previously been approved by Council for that purpose.

Background***Zoning Constraints:***

In terms of the Port Hedland Town Planning Scheme the Lot is zoned "Community" under which zoning the use of the lot for "Holiday Accommodation" is not permitted.

Previous Approvals:

Despite zoning of the property not permitting the use of the lot for a caravan park, Council at its Ordinary Meeting held on 13 May 1998, resolved to grant planning consent for the proposed 213 site caravan park at Lot 2115 Stanley Street South Hedland, subject to a number of conditions.

In addition to the above approval an application was received for the additional development of 4 park homes and 23 cabins and chalet sites. This application was approved on 21 December 1999, by the then Director Community Development Services subject to conditions.

More recently an approval was granted for additional ablutions to be constructed on the lot, with a condition restricting the amount of site to the previous approvals and a footnote in which the applicant/owner was informed that any development beyond what was previously approved would require the lot to be rezoned to an appropriate zoning which would permit the use of the lot for "Holiday Accommodation".

Proposed Development:

In terms of the approval granted by Council in 1998, the caravan park may have a total of 213 sites. However, in terms of the Caravan Parks and Camping Grounds Act 1995, sec 7(4) licence the park may only have a total of 143 sites comprising of 20 Long Stay Sites, 103 Short Stay Sites and 20 Overflow Sites.

With the approval of additional ablutions the amount of available sites may be increased to meet the full potential of the site. Subject to the appropriate application some further increase in the number of bays available may be possible.

The current proposal is to develop the site with 15 single storey tourist chalets each consisting of 4 self contained rooms. (refer Attachment). The proposal would therefore not impact on the current ablution requirements of the caravan park or reduce the number of caravan and camping sites available.

Consultation

No external consultation has been undertaken. The internal comments received from applicable units have been noted and included in the approval options.

Statutory Implications

In terms of the Port Hedland Town Planning Scheme No. 5 the lot is zoned "Community" a zoning which does not permit the use of the lot for "Holiday Accommodation" which use is required to operate a caravan park/chalets park/serviced apartment or any combination thereof.

In order to accommodate the existing development and permit the proposed development the lot needs to be rezoned from the existing "Community" to an appropriate zoning allowing the existing and proposed use.

Policy Implications Nil

Strategic Planning Implications Nil

Budget Implications

An application fee of \$6,430 was paid to the Town Planning Fees Account (1006326) on 31 December 2008.

Officer's Comment

As previously mentioned the current zoning of the property does not permit the existing or proposed use on the property.

However, the Council has in this instance created a precedent for the use of the property as a caravan park, through its approval granted in 1998, and the subsequent approval of park homes and chalets in 1999.

Furthermore the type of development being proposed, being that of tourist chalets is common within caravan parks as the two uses, chalets and camping sites provide a mixture of possibilities to the potential tourist. In addition to this it must be noted that the applicant does not intend to decrease the current amount of sites on the lot but rather intends to increase the amount caravan sites. The chalets would be developed in addition to caravan sites.

With due regard to the zoning constraints the following recommendation could be adopted by Council:

That Council REFUSES the Planning Consent from Tectvs Pty Ltd on behalf of APC PT Hedland Pty Ltd, for the development of an additional 15 single storey tourist chalet units consisting of 4 rooms each on the Lot 2115 North Circular Road, for the following reason:

The current zoning of the lot does not permit the use of the lot for "Holiday Accommodation".

If Council wished to approve the application as presented, then the following recommendation could be adopted:

That Council APPROVES the Planning Consent for the 15 single storey tourist's chalet units consisting of 4 rooms each, subject to the following conditions:

- 1. This approval relates only to the proposed 15 single storey chalets consisting of 4 rooms each and other incidental development, as indicated on the approved plans. It does not relate to any other development on this lot.*
- 2. The applicant/owner shall within 30 days of the date of this approval submit a scheme amendment initiation request, to the satisfaction of the Manager Planning.*

3. *The applicant/owner shall ensure that within a period of 8 months or such extended period as agreed by the Manager Planning finalize an amendment scheme in which the zoning of the property has been amended to permit the use of the property for "Holiday Accommodation".*
4. *This approval to remain valid for a period of twenty-four (24) months if development is commenced within twelve (12) months, otherwise this approval to remain valid for twelve (12) months only.*
5. *Prior to the submission of a Building Licence application, amended plans being submitted to and approved by the Manager Planning incorporating the following amendments:*
 - a) *The layout of the units with specific reference to the units along Stanley Street are to be re-orientated in such a way as to provide passive surveillance onto Stanley Street as well as to enhance the streetscape from Stanley Street;*
 - b) *The layout needs to be amended to indicated the required amount of parking as per condition 7.*
6. *All conditions imposed by the approval granted by Council at its Ordinary Meeting on 13th May 1998, shall be complied with as part of this approval.*
7. *A minimum of 72 car parking spaces are to be provided for the proposed 15 single storey chalets consisting of 4 rooms each to the satisfaction Manager Planning*
8. *The carparking bays and accessway shall be designed and constructed in accordance with the requirements of Town Planning Scheme No. 5 – Appendix 8.*
9. *The driveways and crossovers shall be designed and constructed in accordance with Council's Crossover Policy 9/005, prior to the occupation of the chalets.*
10. *The proposed development shall be connected to reticulated main sewers.*
11. *All dust and sand to be contained on site with the use of suitable dust suppression techniques to the specification of the Manager Environmental Health Services and to the satisfaction of the Manager Planning.*

- 12 *Any roof mounted or freestanding plant or equipment such as air conditioning units to be located and/or screened so as not to be visible from beyond the boundaries of the development site.*
- 13 *Stormwater disposal to be designed in accordance with Council's Engineering Department Guidelines, and all to the satisfaction of the Manager Planning.*

FOOTNOTES:

1. *You are reminded that this is a Planning Approval only and does not obviate the responsibility of the developer to comply with all relevant building, health and engineering requirements.*
2. *The development to comply with the provisions of Council's Town Planning Scheme No.5, the Health Act 1911, Building Code of Australia and any other relevant Acts, Regulations, Local Laws and Council Policies (except where varied by this approval).*
3. *The development must comply with the Environmental Protection (Noise) Regulations 1997 at all times.*
4. *Be advised that it is a requirement that all holiday cabins and chalets be registered and operate in accordance with the Town of Port Hedland Local Law (Holiday Cabins and Chalets).*
5. *The developer to take note that the area of this application may be subject to rising sea levels, tidal storm surges and flooding. Council has been informed by the State Emergency Services that the one hundred (100) year Annual Recurrence Interval cycle of flooding could affect any property below the ten (10)-metre level AHD. Developers shall obtain their own competent advice to ensure that measures adopted to avoid that risk will be adequate. The issuing of a Planning Consent and/or Building Licence is not intended as, and must not be understood as, confirmation that the development or buildings as proposed will not be subject to damage from tidal storm surges and flooding.*
6. *Applicant is to comply with the requirements of Worksafe Western Australia in the carrying out of any works associated with this approval.*
7. *The development of the Caravan Park is limited to a maximum of 213 sites as indicated on the approval granted by Council at its Ordinary Meeting on 13 May 1998.*

Attachments

Site Plan

Officer's Recommendation

That Council approves the Planning Consent for the 15 single storey tourist's chalet units consisting of 4 rooms each, subject to the following conditions:

- a) This approval relates only to the proposed 15 single storey chalets consisting of 4 rooms each and other incidental development, as indicated on the approved plans. It does not relate to any other development on this lot.
- b) The applicant/owner shall within 30 days of the date of this approval submit a scheme amendment initiation request, to the satisfaction of the Manager Planning.
- c) The applicant/owner shall ensure that within a period of 8 months or such extended period as agreed by the Manager Planning finalize an amendment scheme in which the zoning of the property has been amended to permit the use of the property for "Holiday Accommodation".
- d) This approval to remain valid for a period of twenty-four (24) months if development is commenced within twelve (12) months, otherwise this approval to remain valid for twelve (12) months only.
- e) Prior to the submission of a Building Licence application, amended plans being submitted to and approved by the Manager Planning incorporating the following amendments:
 - i) The layout of the units with specific reference to the units along Stanley Street are to be re-orientated in such a way as to provide passive surveillance onto Stanley Street as well as to enhance the streetscape from Stanley Street;
 - ii) The layout needs to be amended to indicated the required amount of parking as per condition 7.
- f) All conditions imposed by the approval granted by Council at its Ordinary Meeting on 13th May 1998, shall be complied with as part of this approval.
- g) A minimum of 72 car parking spaces are to be provided for the proposed 15 single storey chalets consisting of 4 rooms each to the satisfaction Manager Planning

- h) The carparking bays and accessway shall be designed and constructed in accordance with the requirements of Town Planning Scheme No. 5 – Appendix 8.
- i) The driveways and crossover shall be designed and constructed in accordance with Council's Crossover Policy 9/005, prior to the occupation of the chalets.
- j) The proposed development shall be connected to reticulated main sewers.
- k) All dust and sand to be contained on site with the use of suitable dust suppression techniques to the specification of the Manager Environmental Health Services and to the satisfaction of the Manager Planning.
- l) Any roof mounted or freestanding plant or equipment such as air conditioning units to be located and/or screened so as not to be visible from beyond the boundaries of the development site.
- m) Stormwater disposal to be designed in accordance with Council's Engineering Department Guidelines, and all to the satisfaction of the Manager Planning.

FOOTNOTES:

- a) You are reminded that this is a Planning Approval only and does not obviate the responsibility of the developer to comply with all relevant building, health and engineering requirements.
- b) The development to comply with the provisions of Council's Town Planning Scheme No.5, the Health Act 1911, Building Code of Australia and any other relevant Acts, Regulations, Local Laws and Council Policies (except where varied by this approval).
- c) The development must comply with the Environmental Protection (Noise) Regulations 1997 at all times.
- d) Be advised that it is a requirement that all holiday cabins and chalets be registered and operate in accordance with the Town of Port Hedland Local Law (Holiday Cabins and Chalets).

- e) The developer to take note that the area of this application may be subject to rising sea levels, tidal storm surges and flooding. Council has been informed by the State Emergency Services that the one hundred (100) year Annual Recurrence Interval cycle of flooding could affect any property below the ten (10)-metre level AHD. Developers shall obtain their own competent advice to ensure that measures adopted to avoid that risk will be adequate. The issuing of a Planning Consent and/or Building Licence is not intended as, and must not be understood as, confirmation that the development or buildings as proposed will not be subject to damage from tidal storm surges and flooding.
- f) Applicant is to comply with the requirements of Worksafe Western Australia in the carrying out of any works associated with this approval.
- g) The development of the Caravan Park is limited to a maximum of 213 sites as indicated on the approval granted by Council at its Ordinary Meeting on 13 May 1998.

NOTE: SIMPLE MAJORITY VOTE REQUIRED

OR

That Council REFUSES the Planning Consent from Tectvs Pty Ltd on behalf of APC PT Hedland Pty Ltd, for the development of an additional 15 single storey tourist chalet units consisting of 4 rooms each on the lot 2115 North Circular Road, for the following reason:

- a) The current zoning of the lot does not permit the use of the lot for "Holiday Accommodation".

NOTE: SIMPLE MAJORITY VOTE REQUIRED

200809/... Council Decision/Officer's Recommendation

Moved: Cr A A Carter

Seconded: Cr A A Gear

That Council REFUSES the Planning Consent from Tectvs Pty Ltd on behalf of APC PT Hedland Pty Ltd, for the development of an additional 15 single storey tourist chalet units consisting of 4 rooms each on the lot 2115 North Circular Road, for the following reason:

- a) The current zoning of the lot does not permit the use of the lot for "Holiday Accommodation".

LOST 3/5

6:50 pm Councillor Arthur A Gear left the room.

6:50 pm Councillor Arthur A Gear re-entered the room and assumed his chair.

200809/295 Council Decision/Officer's Recommendation

Moved: Cr A A Carter **Seconded:** Cr J E Ford

That Council suspends Standing Orders.

CARRIED 9/0

6:55pm Mayor advised that Standing Order were suspended.

200809/296 Council Decision/Officer's Recommendation

Moved: Cr A A Carter **Seconded:** Cr J E Ford

That Council resumes Standing Orders.

CARRIED 9/0

7:00 pm Mayor advised that Standing Orders were resumed.

200809/297 Council Decision

Moved: Cr K A Howlett **Seconded:** Cr J E Ford

That Council approves the Planning Consent for the 15 single storey tourist's chalet units consisting of 4 rooms each, subject to the following conditions:

- a) the proponent should note that the approval is granted for Tourist Chalet Units as defined under Town Planning Scheme No. 5, not as Transient Workforce Accommodation.
- b) the proponent shall provide quarterly reports to the Town of Port Hedland that clearly demonstrates that item a) above is above being adhered to.
- c) This approval relates only to the proposed 15 single storey chalets consisting of 4 rooms each and other incidental development, as indicated on the approved plans. It does not relate to any other development on this lot.
- d) The applicant/owner shall within 30 days of the date of this approval submit a scheme amendment initiation request, to the satisfaction of the Manager Planning.

- e) The applicant/owner shall ensure that within a period of 8 months or such extended period as agreed by the Manager Planning finalise an amendment scheme in which the zoning of the property has been amended to permit the use of the property for “Holiday Accommodation”.
- f) This approval to remain valid for a period of twenty-four (24) months if development is commenced within twelve (12) months, otherwise this approval to remain valid for twelve (12) months only.
- g) Prior to the submission of a Building Licence application, amended plans being submitted to and approved by the Manager Planning incorporating the following amendments:
 - i) The layout of the units with specific reference to the units along Stanley Street are to be re-orientated in such a way as to provide passive surveillance onto Stanley Street as well as to enhance the streetscape from Stanley Street;
 - ii) The layout needs to be amended to indicated the required amount of parking as per condition 7.
- h) All conditions imposed by the approval granted by Council at its Ordinary Meeting on 13th May 1998, shall be complied with as part of this approval.
 - i) A minimum of 72 car parking spaces are to be provided for the proposed 15 single storey chalets consisting of 4 rooms each to the satisfaction Manager Planning
 - j) The carparking bays and accessway shall be designed and constructed in accordance with the requirements of Town Planning Scheme No. 5 – Appendix 8.
 - k) The driveways and crossover shall be designed and constructed in accordance with Council’s Crossover Policy 9/005, prior to the occupation of the chalets.
 - l) The proposed development shall be connected to reticulated main sewers.
- m) All dust and sand to be contained on site with the use of suitable dust suppression techniques to the specification of the Manager Environmental Health Services and to the satisfaction of the Manager Planning.

- n) Any roof mounted or freestanding plant or equipment such as air conditioning units to be located and/or screened so as not to be visible from beyond the boundaries of the development site.
- o) Stormwater disposal to be designed in accordance with Council's Engineering Department Guidelines, and all to the satisfaction of the Manager Planning.

FOOTNOTES:

- a) You are reminded that this is a Planning Approval only and does not obviate the responsibility of the developer to comply with all relevant building, health and engineering requirements.
- b) The development to comply with the provisions of Council's Town Planning Scheme No.5, the Health Act 1911, Building Code of Australia and any other relevant Acts, Regulations, Local Laws and Council Policies (except where varied by this approval).
- c) The development must comply with the Environmental Protection (Noise) Regulations 1997 at all times.
- d) Be advised that it is a requirement that all holiday cabins and chalets be registered and operate in accordance with the Town of Port Hedland Local Law (Holiday Cabins and Chalets).
- e) The developer to take note that the area of this application may be subject to rising sea levels, tidal storm surges and flooding. Council has been informed by the State Emergency Services that the one hundred (100) year Annual Recurrence Interval cycle of flooding could affect any property below the ten (10)-metre level AHD. Developers shall obtain their own competent advice to ensure that measures adopted to avoid that risk will be adequate. The issuing of a Planning Consent and/or Building Licence is not intended as, and must not be understood as, confirmation that the development or buildings as proposed will not be subject to damage from tidal storm surges and flooding.
- f) Applicant is to comply with the requirements of Worksafe Western Australia in the carrying out of any works associated with this approval.

- g) The development of the Caravan Park is limited to a maximum of 213 sites as indicated on the approval granted by Council at its Ordinary Meeting on 13 May 1998.

CARRIED 8/1

REASON: Council included the following clauses in the Officer's Recommendation:

"a) the proponent should note that the approval is granted for Tourist Chalet Units as defined under Town Planning Scheme No. 5, not as Transient Workforce Accommodation.

b) the proponent shall provide quarterly reports to the Town of Port Hedland that clearly demonstrates that item a) above is above being adhered to"

to ensure the proponent is aware that the development of the Tourist Chalet Units is not intended for Transient Workforce Accommodation.

- 7:05 pm Councillor Kelly A Howlett left the room.
- 7:06 pm Councillor Kelly A Howlett re-entered the room and assumed her chair.

11.1.2.2 Street Names for Subdivision at Lot 2943, Demarchi Road, South Hedland and Policy 12/004 Road Names (File No.: 18/14/0004)

Officer Luke Cervi
Planning Officer

Date of Report 17 March 2009

Disclosure of Interest by Officer Nil

Summary

Geographic Names Committee has identified concerns with some street names proposed for the Demarchi Street subdivision as adopted by Council.

Background

The Demarchi subdivision matter was previously referred to Council at its meeting of 23 January 2008 where Council resolved to accept a number of street names.

Consultation

Council has received correspondence from the Geographic Names Committee which outlines concerns with some of the street names adopted by Council.

Statutory Implications

Street names are required to be selected prior to titles being issued for a new subdivision, with Council approval required by the Geographic Names Committee prior to the name allocation.

Policy Implications

12/004 – Road Names

This policy was most recently adopted by Council at its meeting 24 November 2004. It appears that the policy has not been followed in its entirety for some time and will be reviewed with recommendations to be presented to Council within 3 months.

Policy 12/004 Road Names states:

“Objective of the Policy

The aim of the Policy is to provide guidelines for the naming of roads/streets within the Town of Port Hedland. These guidelines will provide easy identification of road names and recognition of community members who have provided extensive service.

- 1 Except as provided below, a road name shall not be proposed for a new or existing road if that road name is currently in use within the Town. This includes the use of:
 - a) like-sounding names eg names with the addition/deletion of “s”; or*
 - b) same name with a different suffix eg road as opposed to street.**
- 2 Where a road is closed or access denied as it crosses a main thoroughfare, one (1) portion of the road shall be renamed.*
- 3 Roads shall be named or renamed (as the case may be):
 - a) so as to avoid repetition as outlined above specifically within suburbs; and*
 - b) from the approval reserved list of names for roads.**
- 4. Road names are to be sourced from:
 - a) persons, entities, places or events of historical or heritage significance and directly related to the Port Hedland area and its neighbourhood;*
 - b) common or Aboriginal names of flora and fauna species indigenous to the Port Hedland area;*
 - c) Port Hedland locality or geographic feature names in common, historical or Aboriginal usage; and*
 - d) persons having a distinguished record of achievement within the Town’s history.**
- 5 All nominations for road names shall be accompanied by a brief explanation of the relationship and significance of the name to the Town.*

- 6 *Acceptance of nominated names for incorporation into reserve road names list and for applying to particular thoroughfares will be delegated to a Road Names Committee comprising the Mayor, Deputy Mayor and the Chief Executive Officer.*
- 7 *Support to name or rename roads in established areas can be obtained by:*
 - a) *advertising the proposal in the local paper, inviting comments; and*
 - b) *advising residents in the area of the proposed name in writing and inviting comments.*
- 8 *Once a name has formally been assigned to the road and adopted by the Geographic Names Committee, all relevant Government bodies, servicing authorities and Australia Post shall be notified of the final action taken and the commencement date.”*

Strategic Planning Implications

The following Key Result Areas or Goals identified within the Town's Strategic Plan 2008-2013 are considered relevant to the proposal:

Key Result Area 4 – Economic Development

Goal Number 4 – Land Development Projects

Strategy 1 – Fast-track the release and development of commercial, industrial and residential land in a sustainable manner including:

- South Hedland New Living Developments

Budget Implications

Nil

Officer's Comment

Geographic Names Committee (GNC) concerns

Of the six road names adopted by Council for the Demarchi Road subdivision, GNC have advised of acceptance for:

- Bow Brace
- The Gangway
- Fairlead Bend
- Keel Close

GNC also advised that Compass Avenue would be acceptable however, Council resolved to replace this with Margaret Nix Avenue. Margaret Nix Avenue is not acceptable to GNC as it is a

double-barrelled name and incorporates a given name. GNC further advised that Nix Avenue could be supported (subject to clarification of origin) although it is not in keeping with the 'Nautical theme' of other roads in the area.

The Mooring needs to be amended to Mooring Loop to reflect the road formation and to ensure that the name would not clash with the nearby road name The Gangway.

The options for Council to address these concerns are:

1. Accept GNC proposed names of Mooring Loop and Compass Avenue.
2. Provide clarification of origin details for Margaret Nix with the intent of a road being named in her honour.
3. Propose alternate road names.

To expedite the release of the land it is recommended that option 1 be adopted, with a future new road being named after Margaret Nix.

Attachments

Email received from Geographic Names Section, dated 13 March 2009.

Officer's Recommendation

That Council approves the road names Mooring Loop and Compass Avenue for the Demarchi Street subdivision and advise Geographic Names Committee accordingly.

200809/298 Council Decision

Moved: Cr G D Bussell

Seconded: Cr S R Martin

That Council approves the road names Mooring Loop and Nix Avenue for the Demarchi Street subdivision and advise Geographic Names Committee accordingly.

CARRIED 9/0

REASON: Council resolved to replace the recommended 'Compass Avenue' with 'Nix Avenue' in recognition of the outstanding contribution to the Port Hedland community by the deceased over a number of years.

ATTACHMENT TO AGENDA ITEM 11.1.2.2

From: Therese Hadland [mailto:Therese.Hadland@landgate.wa.gov.au]
Sent: Friday, March 13, 2009 3:06 PM
To: Richard Bairstow
Cc: roger@tbbplanning.com.au
Subject: Attention - Richard Bairstow: Lot 2943 Demarchi Road, South Hedland - Proposed Street Names

Your Ref: FILE: 18/14/0004 - RS: ct05/87 Received: 9 February 2008

Dear Richard

I am seeking your assistance regarding the proposed street names for the subdivision of Lot 2943 Demarchi Road, South Hedland. The initial request for approval of names was put forward by Mr Roger Stein from Taylor Burrell Barnett to the Town of Port Hedland early last year and was subsequently brought before your Council at its meeting of 23 January 2008 whereby it endorsed various names. I have attached a copy of your letter regarding the Council resolution.

Unfortunately the shire's advice and request to this agency for approval of the names was overlooked and now the matter has become urgent as the deposited plans are due to be lodged shortly. Geographic Names would appreciate your early assistance to finalise this project quickly in order to avoid any delays to this development.

The names for the subdivision were deemed suitable by Geographic Names and while most were endorsed by Council, some minor changes are necessary.