

A Fortunate Place

Shire of Wickepin

# Agenda

## Ordinary Meeting of Council

Council Chambers, Wickepin

# 16 May 2018

## Notice of an Ordinary Meeting of Council

Please note that the next ordinary meeting of Council of the Shire of Wickepin will be held on 16 May 2018 at Council Chambers, Wickepin, commencing at 3.30pm.

Certification: I have perused this agenda and am aware of all recommendations made to Council and support each as presented.



Mark J Hook  
Chief Executive Officer

11 May 2018

### Time Table

12.00pm	Lunch
1.00pm	Forum Session
3.00pm	Afternoon Tea
3.30pm	Ordinary Council Meeting

### Disclaimer

No responsibility whatsoever is implied or accepted by the Shire of Wickepin for any act, omission or statement or intimation occurring during council/committee meetings or during formal/informal conversations with staff. The Shire of Wickepin disclaims any liability for any loss whatsoever and howsoever caused arising out of reliance by any person or legal entity on any such act, omission or statement or intimation occurring during council/committee meetings or discussions. Any person or legal entity that acts or fails to act in reliance upon any statement does so at that person's or legal entity's own risk.

In particular and without derogating in any way from the broad disclaimer above, in discussion regarding any planning application or application for a licence, any statement or limitation of approval made by a member or officer of the Shire of Wickepin during the course of any meeting is not intended to be and is not to be taken as notice of approval from the Shire of Wickepin. The Shire of Wickepin warns that anyone who has an application lodged with the Shire of Wickepin must obtain and only should rely on **written confirmation** of the outcome of the application, and any conditions attaching to the decision made by the Shire of Wickepin in respect of the application.



## SHIRE OF WICKEPIN QUESTIONS FROM THE PUBLIC

The Shire of Wickepin welcomes community participation during public question time. The following is a summary of procedure and a guide to completion of the required form.

- a. The person asking the question is to give their name and address prior to asking the question.
- b. Questions are to be directed through the chair, with the Presiding Member having the discretion of accepting or rejecting a question and the right to nominate a Councillor or Officer to answer.
- c. In order to provide an opportunity for the greatest portion of the gallery to take advantage of question time, questions are to be as succinct as possible. Any preamble to questions should therefore be minimal and no debating of the issue between the Gallery, Councillors or Officers is permissible.
- d. Where the Presiding Member rules that a member of the public is making a statement during public question time, then no answer is required to be given or recorded in response.
- e. Questions which are considered inappropriate; offensive or otherwise not in good faith; duplicates or variations of earlier questions; relating to the personal affairs or actions of Council members or employees; will be refused by the Presiding Member as 'out of order' and will not be recorded in the minutes.
- f. Where a member of the public submitting a question is not physically present at the meeting, those questions will be treated as an item of correspondence and will be answered in the normal course of business (and not be recorded in the minutes).
- g. Questions from members of the public that do not comply with the Rules of Question Time or do not abide by a ruling from the Presiding Member, or where the member of the public behaves in a manner in which they are disrespectful of the Presiding Member or Council, or refuse to abide by any reasonable direction from the Presiding Member, will be ruled 'out of order' and the question will not be recorded in the minutes.
- h. Answers to questions provided in good faith, however, unless reasonable prior written notice of the question is given, answers should not be relied upon as being totally comprehensive.
- i. Where a question (compliant to these rules) is raised and is unable to be answered at the meeting, the question shall be 'taken on notice' with an answer being given at the next appropriate Council Meeting.
- j. Public Question Time is set for a maximum period of 15 minutes, and will terminate earlier should no questions be forthcoming.
- k. To enable all members of the public a fair and equitable opportunity to participate in Public Question Time, each person shall be provided a maximum two minutes time limit in the first instance, in which to ask a maximum of two questions (whether these are submitted 'in writing' or 'from the floor'). A question may include a request for the tabling of documents where these are relevant to an issue before Council.
- l. Questions to be asked at the meeting will be registered, and the priority for asking questions shall be firstly 'questions on which written notice has been given prior to the meeting' (that is, prior to 12 noon on the day immediately preceding the meeting) and secondly, 'questions from the floor'.
- m. Should there be time remaining on the initial period for Public Question Time (i.e. 15 minutes) after all members of the public have posed their initial allotment of two questions, the Presiding Member will then allow members of the public to sequentially (in accordance with the register) ask a further two questions (with a two minute time limit) until the initial period for Public Question Time has expired.
- n. Any extension to the initial period for Public Question Time is to be limited to a period that will allow sufficient time for any remaining members of the public to ask their initial allotment of two questions.

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## Agenda of an Ordinary Meeting of Council held in Council Chambers, Wickepin Wednesday 16 May 2018

The President declared the meeting open at                      pm.

### 1. Attendance, Apologies and Leave of Absence (Previously Approved)

President	Julie Russell	
Deputy President	Wes Astbury	
Councillor	Nathan Astbury	
Councillor	Allan Lansdell	
Councillor	Sarah Hyde	
Councillor	Steven Martin	
Councillor	Gerri Hinkley	
Councillor	Fran Allan	
Chief Executive Officer	Mr MJ Hook	
Executive Support Officer	Ms AE Prior (Minute Taker)	
Finance Manager	Mrs Erika Clement	

Leave of Absence (Previously Approved)

Apologies

### 2. Public Question Time

### 3. Applications for Leave of Absence/Apologies

### 4. Petitions, Memorials and Deputations

### 5. Declarations of Councillor's and Officer's Interest

### 6. Confirmation of Minutes – Ordinary Meeting of Council – 18 April 2018

#### Resolution No

Moved Cr                      / Seconded Cr

That the minutes of the Ordinary Council meeting held on Wednesday 18 April 2018 be confirmed as a true and correct record.

Carried /

### 7. Receival of Minutes

## Receival of Minutes

## 7.1 – Albert Facey Committee Meeting

Submission To:	Ordinary Council
Location/Address:	Whole Shire
Name of Applicant:	Agatha Prior
File Reference:	CR.MEE.208
Author:	Agatha Prior
Disclosure of any Interest:	Nil.
Date of Report:	8 May 2018

**Enclosure/Attachments:**

Minutes of the Albert Facey Homestead Committee Meeting held on Monday 7 May 2018.

**Summary:**

The Albert Facey Homestead Committee Meeting was held on Monday 7 May 2018.

**Background**

The Albert Facey Homestead Committee Meeting was held on Monday 7 May 2018.

**Comments:**

Section 5.22 of the Local Government Act 1995 provides that minutes of all meeting to be kept and submitted to the next ordinary meeting of the council or the committee, as the case requires, for confirmation.

**Statutory Environment:**

Section 5.22 of the Local Government Act 1995 provides that minutes of all meetings are to be kept and submitted to the next ordinary meeting of the council or the committee, as the case requires, for confirmation.

**Policy Implications:**

Nil.

**Financial Implications:**

Nil.

**Strategic Implications:**

Nil.

**Recommendations:**

That the Minutes for the Albert Facey Homestead Committee Meeting held on Monday 7 May 2018 be received.

**Voting Requirements:**

Simple Majority

**Motion:****Resolution No****Moved Cr****/ Seconded Cr**

That the Minutes for the Albert Facey Homestead Committee Meeting held on Monday 7 May 2018 be received.

**Carried /**





A Fortunate Place

Shire of Wickepin

# Minutes

## Albert Facey Homestead Committee

Council Chambers, Wickepin

# 7 MAY 2018



## Notice of an Albert Facey Homestead Committee Meeting

Please note that the next Albert Facey Homestead Committee Meeting of the Shire of Wickepin will be held on Monday 7 May 2018 at Council Chambers, Wickepin, commencing at 2.00pm.

Certification: I have perused this agenda and am aware of all recommendations made to council and support each as presented.

A handwritten signature in blue ink, appearing to read "Mark Hook", is written over a horizontal line.

Mark Hook  
Chief Executive Officer

2 May 2018

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NAME:	
SIGNATURE:	
ADDRESS:	
TELEPHONE:	
MEETING/DATE:	
NAME OF ORGANISATION REPRESENTING (if applicable):	

[illegible]

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**Minutes of an Albert Facey Homestead Committee Meeting held in Council Chambers, Wickepin –  
Monday 7 May 2018 commencing @ 2.00pm.**

The Chairperson declared the meeting open at 2.04 pm.

**1. Attendance, Apologies and Leave of Absence (Previously Approved)**

Dave Astbury	Member
Libby Heffernen	Member
Linley Rose	Member
Helen Warrilow	Member
Margaret Fleay	Member
Charlotte Astbury	Member
Luci Satori	Member
Karen Rushton	Member
Cr Allan Lansdell	Visitor

Mr Mark Hook	Chief Executive Officer
Agatha Prior	Executive Support Officer (Minute Taker)

**Apologies**

**Leave of Absence (Previously Approved)**

**2. Public Question Time**

**3. Applications for Leave of Absence/Apologies**

**4. Petitions, Memorials and Deputations**

**5. Declarations of Member's and Officer's Interest**

**6. Confirmation of Minutes – Albert Facey Homestead – 5 February 2018**

**Moved Linley Rose / Seconded Libby Heffernen**

That the minutes of the Albert Facey Homestead Committee held on 5 February 2018 be confirmed as a true and correct record.

**Carried 9 / 0**

## 7. Status Report (Business arising from previous minutes)

Where a resolution is formal, procedural or lost it has not been recorded (e.g. confirmation of minutes, meeting behind closed doors, lapsed, etc.).

Subject/Action	Officer	Progress	Status	Comment
Albert Facey Heritage Trail Signs	CDO	CDO has spoken to TPG	○	
Signs for Next Year <ul style="list-style-type: none"> <li>• Fig Tree Sign</li> <li>• Trail Sign</li> <li>• Cave Rock Sign</li> </ul>	CDO		○	
Letter of thanks to Seeba family for the photo	CEO	CEO to write letter	○	
Oil the dado inside Homestead – 1 <sup>st</sup> Monday (week) in September 2018	CEO		○	
Trim the mulberry tree on west side of the homestead	CEO		○	
Mark to liaise with Lee RE bus tour	CEO		○	

If not noted, please insert numbers of items once attended to and return sheet to CEO.

○ = in progress    ✓ = completed    ✕ =superseded

## 8. Financials

## 8.1 Albert Facey Homestead Municipal Funds Budget

Submission To:	Ordinary Council
Location / Address:	Albert Facey Homestead Committee
Name of Applicant:	Mark J Hook, Chief Executive Officer
File Reference:	CR.MEE.208
Author:	Agatha Prior, Executive Support Officer
Disclosure of any Interest:	Nil
Date of Report:	2 May 2018

Enclosure / Attachment: Nil

### Background:

### Comment:

Below is the statement for the Albert Facey Homestead committee from 1 February 2018 – 30 April 2018

Date	Description	Income
01/02/2018	Albert Facey Takings Feb 18	\$214.55
29/03/2018	Albert Facey Takings Mar 18	\$181.82
09/04/2018	Albert Facey Takings April 18	\$90.91
27/04/2018	Albert Facey Takings April 18	\$81.82
		<b>\$569.10</b>
Date	Description	Expenditure
20/12/2017	Wickpin Hotel – Dinner voucher – Jean Chalmers	\$181.82
12/02/2018	Mcpest Pest Control Termite inspection Termite Inspections & Treatments	\$80.00
15/03/2018	WCRC Provide and print postcard labels Albert Facey Homestead	\$18.18
19/03/2018	Elizabeth Heffernan Cleaning - Albert Facey Homestead	\$50.00
21/03/2018	A F Smith & A L Bullock remove & repair old fridge Repair Historic Fridge	\$100.00
21/03/2018	***** IOW PAY	\$87.67
	LABOH PAY	\$61.37
21/03/2018	***** IOW PAY	\$51.76
	LABOH PAY	\$36.23
12/04/2018	Connelly Images Homestead sign for Facey Homestead & Johnston Park	\$45.00
		<b>\$712.03</b>



**Financial Implications:** Not Applicable

**Policy Implications:** Not Applicable

**Strategic Implications:** Not Applicable

**Recommendation:**

That the financial statement tabled for the period ending 30 April 2018 as presented be received.

**Voting Requirements:** Simple majority

**Moved Helen Warrilow / Seconded Luci Satori**

That the financial statement tabled for the period ending 30 April 2018 as presented be received

**Carried 9 / 0**

9. Notice of Motions of Which Notice Has Been Given

10. Receipt of Reports & Consideration of Recommendations

11. Notice of Motions for the Following Meeting

11. Reports & Information

**Libby Heffernen:**

- Libby mentioned a letter of thanks would be good for the Seeba Family for the donation of photos of RB Facey's tombstone.
- A thank you to Helen and Margaret for a job well done running the homestead on the 7 April 2018
- Corrugated iron houses to be installed around the walk trail before Oct 2018
- Cave rock was included in the old trail
- Timer switch for the light is still not working correctly
- Thanks to Luci and crew for running the lunch in March – Job Well done
- Thanks to Mark for getting Dale Curtis to fix the guttering
- Thanks to Dave Astbury for helping with the impromptu busy bee

**Linley Rose:**

- Linley Mentioned the letter of support from the Albert Facey Homestead committee in favour of the Armistice grant
- If it would be possible for the works crew to trim the mulberry tree on the west side of the house as it is dropping leaves into the gutters
- Mother's Day weekend roster for the Albert Facey Homestead
- Possibility of Facey family reunion

**Luci Satori:**

- Mentioned the corrugated iron houses and when they would be installed around the walk trail

**Cr Allan Lansdell:**

- Cr Allan Lansdell mentioned the Winter Weekend – the possibility of running a tour group in conjunction with the Albert Facey Committee to promote tourism in the Wickepin Shire

**Karen Rushton:**

- Karen mentioned it might be worth putting out an EOI for a tour for the Winter Weekend in 2019

12.1 Other matters raised by members

13. Urgent Business

## 14. Closure

The next Albert Facey Homestead Committee Meeting will be held on **6 August 2018 at 2.00pm.**

There being no further business the Chairperson declared the meeting closed at **2.46 pm.**

### Actions Requested from meeting

<i>Subject/Action</i>	<i>Officer</i>
Trim Mulberry on West side of the homestead	CEO
SAM trailer for Mother's Day weekend	CEO

## Receival of Minutes

## 7.2 – Lifestyle Retirement Committee Meeting

Submission To:	Ordinary Council
Location/Address:	Whole Shire
Name of Applicant:	Agatha Prior
File Reference:	CR.MEE.203
Author:	Agatha Prior
Disclosure of any Interest:	Nil.
Date of Report:	10 May 2018

**Enclosure/Attachments:**

Minutes of the Lifestyle Retirement Committee Meeting held on Wednesday 9 May 2018.

**Summary:**

The Lifestyle Retirement Committee Meeting was held on Wednesday 9 May 2018.

**Background**

The Lifestyle Retirement Committee Meeting was held on Wednesday 9 May 2018.

**Comments:**

Section 5.22 of the Local Government Act 1995 provides that minutes of all meeting to be kept and submitted to the next ordinary meeting of the council or the committee, as the case requires, for confirmation.

**Statutory Environment:**

Section 5.22 of the Local Government Act 1995 provides that minutes of all meetings are to be kept and submitted to the next ordinary meeting of the council or the committee, as the case requires, for confirmation.

**Policy Implications:**

Nil.

**Financial Implications:**

Nil.

**Strategic Implications:**

Nil.

**Recommendations:**

That the Minutes for the Lifestyle Retirement Committee Meeting held on Wednesday 9 May 2018 be received.

**Voting Requirements:**

Simple Majority

**Motion:****Resolution No****Moved Cr****/ Seconded Cr**

That the Minutes for the Lifestyle Retirement Committee Meeting held on Wednesday 9 May 2018 be received.

**Carried /**



A Fortunate Place

Shire of Wickepin

# Minutes

## Lifestyle Retirement Committee

Council Chambers, Wickepin

# 9 MAY 2018



## Notice of a Lifestyle Retirement Committee Meeting

Please note that the next Lifestyle Retirement Committee Meeting of the Shire of Wickepin will be held on Wednesday 9 May 2018 at Council Chambers, Wickepin, commencing at 3.00pm.

Certification: I have perused this agenda and am aware of all recommendations made to Council and support each as presented.

Mark Hook  
Chief Executive Officer

4 May 2018

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## Terms of Reference

### 1. Name

Lifestyle Retirement Committee

### 2. Members

Syd Martin  
Cr Fran Allan  
Cr Allan Lansdell  
Murray Lang  
Coleen Thompson  
Colin Hemley  
Audrey Bird  
Kevin Coxon  
Leanne Smith  
Chris Lozenicins

### 3. Objectives

This Committee deals with issues relating to lifestyle retirement in the Shire of Wickepin and makes recommendations to the Ordinary Council meeting.

The Lifestyle Retirement Committee has no delegated authority.

The main functions of the Committee are to:

1. Receive reports from the Chief Executive Officer and appropriately delegated officers.
2. Consider the material in the reports from the Chief Executive Officer and appropriately delegated officers.
3. Formulate recommendations to the Ordinary Council Meeting.
4. To represent to the Council the views of the community regarding Aged Persons Housing.
5. To represent the Councils position in regards Aged Housing to regulatory bodies and interest groups/committees.
6. To assist the Wickepin Council in developing an Aged Housing Strategy.

### 4. Scope/Jurisdiction

The Committee is appointed and empowered in accordance with the provisions of the Local Government Act 1995.

Resolutions/recommendations of the committee must first be considered and endorsed by Council prior to any action by a Committee Member or Chief Executive Officer.

### 5. Appointment of Committee Members

Council calls for written nominations for members of the Lifestyle Retirement Committee in October, to run in accordance with Council elections. Committee members are appointed by Council at the November Ordinary Council meeting.

### 6. Appointment of Committee Chair

A chairperson is appointed at the first Lifestyle Retirement Committee Meeting at the beginning of each year by the committee members.



**7. Meeting Frequency**

The Lifestyle Retirement Committee meets four times a year on the second Wednesday of that month at 3:00pm.

Meeting dates for 2018 are as follows:

Day	Date	Time
Wednesday	February 14, 2018	3.00pm
Wednesday	May 9, 2018	3.00pm
Wednesday	August 8, 2018	3.00pm
Wednesday	November 14, 2018	3.00pm

**8. Related Policies/Bylaws:** Nil

**SHIRE OF WICKEPIN  
QUESTIONS FROM THE PUBLIC**

Any member of the public wishing to participate in Public Question Time during Council or Committee meetings is welcome to do so; however, Council requires your name, address and written questions to be provided to the meeting secretary.

**NAME:**

**SIGNATURE:**

**ADDRESS:**

**TELEPHONE:**

**MEETING/DATE:**

**NAME OF ORGANISATION REPRESENTING (if applicable):**

**QUESTION:**

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## SHIRE OF WICKEPIN QUESTIONS FROM THE PUBLIC

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- j. Public Question Time is set for a maximum period of 15 minutes, and will terminate earlier should no questions be forthcoming.
- k. To enable all members of the public a fair and equitable opportunity to participate in Public Question Time, each person shall be provided a maximum two minutes time limit in the first instance, in which to ask a maximum of two questions (whether these are submitted 'in writing' or 'from the floor'). A question may include a request for the tabling of documents where these are relevant to an issue before Council.
- l. Questions to be asked at the meeting will be registered, and the priority for asking questions shall be firstly 'questions on which written notice has been given prior to the meeting' (that is, prior to 12 noon on the day immediately preceding the meeting) and secondly, 'questions from the floor'.
- m. Should there be time remaining on the initial period for Public Question Time (i.e. 15 minutes) after all members of the public have posed their initial allotment of two questions, the Presiding Member will then allow members of the public to sequentially (in accordance with the register) ask a further two questions (with a two minute time limit) until the initial period for Public Question Time has expired.
- n. Any extension to the initial period for Public Question Time is to be limited to a period that will allow sufficient time for any remaining members of the public to ask their initial allotment of two questions.

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<p><b>Minutes of a Lifestyle Retirement Committee Meeting held in Council Chambers, Wickepin</b> <b>Wednesday 9 May 2018</b></p>
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The Chairperson declared the meeting open at 3.07 pm.

**1. Attendance, Apologies and Leave of Absence (Previously Approved)**

Syd Martin	Member
Cr Fran Allan	Member
Cr Allan Lansdell	Member
Murray Lang	Member
Colin Hemley	Member
Kevin Coxon	Member
Leanne Smith	Member
Chris Lozenicins	Member

Mr Mark J Hook	Chief Executive Officer
Ms Agatha Prior	Executive Support Officer (Minute Taker)

**Apologies**

Coleen Thompson	Member
Audrey Bird	Member

**Leave of Absence (Previously Approved)**

- 2. Public Question Time**
- 3. Applications for Leave of Absence/Apologies**
- 4. Petitions, Memorials and Deputations**
- 5. Declarations of Member's and Officer's Interest**
- 6. Confirmation of Minutes – Lifestyle Retirement Committee Meeting – 14 February 2018**

**Moved Cr Fran Allen / Seconded Chris Lozenicins**

That the minutes of the Lifestyle Retirement Committee held on 14 February 2018 be confirmed as a true and correct record.

**Carried 8 / 0**

## 7. Status Report

Where a resolution is formal, procedural or lost it has not been recorded (e.g. confirmation of minutes, meeting behind closed doors, lapsed, etc).

Subject/Action	Date	Officer/File	Progress	Status	Comment
Timeline be undertaken that shows decisions needed to be undertaken by the Lifestyle committee and Council towards the aged housing accommodation.		CEO	Unable to progress until Financial Assistance Agreement is signed and finalized by the State Government.	○	FAA sent back to the Department of Regional Development for signing on 19/04/2017.
Bus tour to other Shire's Aged Housing Units		CEO		○	
Chairman to Call a meeting if/when needed after funding announcement is made		CEO		○	

If not noted, please insert numbers of items once attended to and return sheet to CEO.

○ = in progress    ✓ = completed    ✕ =superseded

## 8. Notice of Motions of Which Notice Has Been Given

## 9. Receipt of Reports & Consideration of Recommendations

## 10. Notice of Motions for the Following Meeting

## 11. Reports & Information

### CEO Mark Hook:

- Update on State and Federal applications – Both agreements have been received by appropriate channels.  
Mark met with Hon Alannah McTiernan in Northam last week and she advised that an announcement about the state grants should be announced in the next 2 weeks.
- If the application is successful the Shire will appoint a project manager
- Royalties for Regions won't be getting scrapped as aged housing is a state priority
- Ben Kittow Constructions has commenced works on the current aged housing units on Wogolin Road, construction should be finished by the end of June 2018.

### 11.1 Other matters raised by members

#### 11.1.1 – Murray Lang

**Moved Murray Lang / Seconded Kevin Coxon**

That if the funding for the WSAHA for the independent living units at Johnston Park is unsuccessful, Council will place an amount in the 2018/19 budget estimates to construct 2 new independent living units on Johnston Park.

**Carried 8 / 0**

**11.1.2 – Kevin Coxon****Moved Kevin Coxon / Seconded Leanne Smith**

That the Lifestyle Retirement Committee Meeting time be changed to 9am.

**Carried 8 / 0****11.1.3 – Aged accommodation in various towns – Bus Trip**

It was discussed that a bus trip to surrounding towns to visit the aged housing units. The CEO said he would check his diary and liaise with the Chairman, Syd Martin.

**11.1.4 – Colin Hemley**

Colin asked the CEO Mark Hook if it would be possible for independent living units to be constructed privately. CEO Mark Hook said that Johnston Park land is under deed and Council does not own the land. There could be a possibility for this but research into strata titles would be needed.

**11.1.5 – Murray Lang**

Murray mentioned it would be good for the committee to start thinking about concept/alternate places for the independent living units.

**12. Urgent Business****13. Closure**

The next Lifestyle Retirement Committee Meeting will be held at **9.00am on 8 August 2018**

There being no further business the Chairperson declared the meeting closed at **4.27pm**.

**Actions Requested from meeting**

<i>Subject/Action</i>	<i>Officer</i>
Email to go out to members of the Committee when an announcement is made about the funding	CEO

## 8. Status Report

Where a resolution is formal, procedural or lost it has not been recorded (e.g. confirmation of minutes, meeting behind closed doors, lapsed, etc.).

Item	Subject/Action	Officer/File	Progress	Status	Comment
913	Facey Group Agreement	CEO	CEO to write to Minister for approval to discuss the agenda item.	○	CEO sent email 07/05/2018
914-180418-08	LYPA – Boundary Fence	CEO	That Council grant permission to the LYPA to erect a Hollywood Style poly white 2 rail ranch North boundary fence from the Yealering Cricket shed to the Yealering Caravan Park.	✓	CEO sent email 19/04/2018
913-180418-09	WALGA Honours Program Policy	CEO	That Council nominate the Following Councillors for the following awards; Long and Loyal Service Award – Cr Allan Lansdell and Cr Fran Allen.	✓	CEO sent nomination to WALGA 10/05/2018
913-180418-10	Amendment – Policy 3.1 Rates	CEO	<p>That Council adopt the following amendment to Policy 3.1 Rates:</p> <p><b>3.1 RATES</b></p> <p><b>3.1.1 RECOVERY OF DEBTS, RATES AND SERVICE CHARGES</b></p> <p><b>OBJECTIVE:</b> To provide guidelines and to prescribe the process for the collection of outstanding debts, recovery of rates and service charges and the charging of interest in relation to those debts.</p> <p><b>To assist finance and administration staff in end of year procedures.</b></p> <p><b>3.1.1.1 POLICY STATEMENT</b></p> <p>The Shire of Wickepin will:</p> <ul style="list-style-type: none"> <li>- take all appropriate action to ensure the maximum amount of rateable income is received in any one financial year;</li> <li>- recover all outstanding debts, rates and service charges, utilising the relevant legislation and legal processes, in accordance with the Local Government Act 1995 and Civil Judgements Enforcement Act 2004, and the Guidelines and Policy Procedures;</li> <li>- have regard to individuals Serious Hardship and/or Exceptional Hardship/Circumstances relating to outstanding debts, rates and service charges, when administering this Policy, Guidelines and Policy Procedures; and</li> <li>- consider all requests from</li> </ul>	✓	ESO updated policy 18/04/2018



Item	Subject/Action	Officer/File	Progress	Status	Comment
			<p>person's experiencing difficulties with making payments for debts or rates and service charges. Such persons will be required to make a written application to the Chief Executive Officer to enter into a Negotiated Special Payment Arrangement, detailing their Serious Hardship and/or Exceptional Hardship/Circumstances to warrant consideration and leniency.</p> <p><b>Definitions</b> In the administration of this Policy, the following will be applied: Serious Hardship and/or Exceptional Hardship/Circumstances have no statutory definition in case law and will normally be at the discretion of the courts to decide if circumstances warrant leniency. However, many agencies use these terms when considering applications for leniency. In effect it can mean a level of hardship that will also impact on innocent parties. Circumstances will vary in each situation; however there are common elements which can be considered by a statutory authority/local government. These can include (but not limited to) the following:</p> <p><b>Serious Hardship</b> Serious Hardship exists when a person is unable to provide adequate food, accommodation, clothing, medical treatment, education or other necessities for themselves, their family or other people for whom they are responsible. (Source: Australian Taxation Office). Consideration will be given as to whether a person's current financial difficulties are short term, when deciding whether a person is suffering Serious Hardship.</p> <p><b>Financial Assets</b> There are several types of assets that are generally regarded as a normal and reasonable possession. A person is not expected to sell these to meet a</p>		

Item	Subject/Action	Officer/File	Progress	Status	Comment
			<p>payment. These assets include a motor vehicle and "tools of trade". Also, a person will not be expected to use any cash on hand or in a bank balance which they need to meet the cost of their basic necessities, to pay a payment.</p> <p>If a person has assets such as rental property, shares or other investments, this may be regarded as having the capacity to make the payment, without suffering serious hardship.</p> <p>Exceptional Hardship/Circumstances These cover any unusual or exceptional circumstances that do not qualify as Serious Hardship, but make it fair and reasonable for a person not to make a payment at a specific time. If a person considers that there are other special reasons why they should not have to make their payment, they should specify these in writing to the Chief Executive Officer. Some examples of what may constitute Exceptional Hardship/Circumstances include (but not limited to):</p> <ul style="list-style-type: none"> <li>- a serious accident;</li> <li>- sudden bereavement within a family;</li> <li>- severe/life threatening illness or medical condition;</li> <li>- an impact on a dependent or family member who has a serious disability or health problem and who relies on the affected person for their financial support; prolonged imprisonment;</li> <li>- temporary physical or mental incapacity; or</li> <li>- or any other matters considered acceptable by the Chief Executive Officer.</li> </ul> <p>Exceptional Hardship/Circumstances are not limited to the above examples.</p> <p>Note: The temporary loss of a job will not normally in itself qualify as</p>		

Item	Subject/Action	Officer/File	Progress	Status	Comment
			<p>Exceptional Hardship unless a convincing case can be put forward that the impact would be so exceptional as to warrant leniency. Negotiated Special Payment Arrangement (NSPA)</p> <p>A Negotiated Special Payment Arrangement is a non-legal (but binding) arrangement between the Debtor/Ratepayer and the Shire of Wickpin, whereby the debt/outstanding money is progressively paid in agreed instalments over a period of time, by amounts that are mutually agreed between the two parties.</p> <p>3.1.1.2 GUIDELINES AND PROCEDURES</p> <p>Debt Recovery Process</p> <p>The following process is to be followed for the recovery of rates and service charges. Legal proceedings will continue until outstanding rates and service charges are paid in full or otherwise determined by the Chief Executive Officer and/or the Council.</p> <p>Final Notice</p> <ul style="list-style-type: none"> <li>- Where the rates remain outstanding fourteen (14) days after the due date shown on the Annual Rates Notice and the ratepayer has not elected to pay by the instalment option, a Final Notice shall be issued requesting payment in full within fourteen (14) days.</li> <li>- Eligible pensioners registered under the Rates and Charges (Rebates and Deferments Act) 1992 are exempt as they are entitled to pay by the 30th June under the legislation.</li> </ul> <p>Notice of Intention to Summons (Demand Letter)</p> <ul style="list-style-type: none"> <li>- Rates remaining unpaid after the expiry date shown on the Final Notice will be examined for the purposes of issuing a Demand Letter (Notice of Intention to Summons).</li> <li>- The Demand Letter is to be issued within sixty (60) days of the expiry date on the Final Notice and must specify that the ratepayer has</li> </ul>		

Item	Subject/Action	Officer/File	Progress	Status	Comment
			<p>fourteen (14) days to pay in full or alternatively enter into a special payment arrangement with the Shire of Wickpin.</p> <ul style="list-style-type: none"> <li>- Failure to enter into an agreed payment arrangement will result in the debt being referred to a debt collection agency and a General Procedure Claim being issued without further notice.</li> </ul> <p>General Procedure Claim</p> <ul style="list-style-type: none"> <li>- Where a Demand Letter has been issued and remains unpaid and the ratepayer has not elected to enter into an agreed special payment arrangement, a General Procedure Claim will be issued.</li> <li>- Legal costs and the costs of proceedings will be added to the ratepayers account upon issue of a General Procedure Claim, in accordance with Section 6.56 of the Local Government Act 1995.</li> <li>- Ratepayers are required to pay in full or by instalments once they receive a General Procedure Claim. If they choose to pay by instalments, they must sign the Admission of Claim on the reverse of the General Procedure Claim and state the amount they agree to pay for each instalment. This Negotiated Special Payment Arrangement is subject to acceptance by the Deputy CEO. A letter will be sent to the ratepayer to confirm this arrangement, if accepted.</li> <li>- The signed Admission of Claim must be returned to the Shire of Wickpin for the Negotiated Special Payment Arrangement to be accepted.</li> <li>- A person who is experiencing difficulty in making a payment can apply to the Shire of Wickpin to make a Negotiated Special Payment Arrangement.</li> <li>- When a ratepayer has elected to enter into Negotiated Special Payment Arrangement and instalments are not paid as per the arrangement or three consecutive payments are missed, a Default Letter will be issued for payment in</li> </ul>		

Item	Subject/Action	Officer/File	Progress	Status	Comment
			<p>full within fourteen (14) days. Rates remaining unpaid will be issued with a General Procedure Claim or the Shire of Wickpin may proceed straight to Enforcement, if a General Procedure Claim has previously been issued.</p> <ul style="list-style-type: none"> <li>- Following the issue of a Claim and the addition of the costs of proceedings to the rates assessment, a reasonable offer to discharge a rate account will not be refused.</li> <li>- If the General Procedure Claim is paid in full before entering into Judgement, then a Notice of Discontinuance (NOD) may be requested by the ratepayer and granted at the discretion of the Chief Executive Officer based on the circumstances of each case. The request must be received in writing and a NOD will only be issued to any one ratepayer once as a matter of goodwill. No further Notices of Discontinuance will be issued in any subsequent financial years to that same ratepayer, unless the Shire of Wickpin is advised circumstances.</li> <li>- If a General Procedure Claim proceeds to Judgement and was not issued in error, then the matter will not be granted a Notice of Discontinuance, nor permission granted to have the matter set aside.</li> </ul> <p>Non-Service of General Procedure Claim</p> <ul style="list-style-type: none"> <li>- When a General Procedure Claim is unable to be served, the Bailiff may advise whether the property is a rental property or may provide an alternative address for the General Procedure Claim to be re-issued. In the case of a rental property, the Managing Agent will be contacted to ascertain the owner/s new residential address. If the Managing Agent is responsible for payment of rates, then a Rates Notice will be re-issued to the managing agent for payment in full within fourteen (14) days.</li> <li>- If a new address is supplied for the owner/s of the property, the address will be recorded and a Rates</li> </ul>		

Item	Subject/Action	Officer/File	Progress	Status	Comment
			<p>Notice re-issued for payment within fourteen (14) days. If payment is not received, the General Procedure Claim will be re-issued to the new address.</p> <ul style="list-style-type: none"> <li>- Where an owner resides in a property which cannot be accessed by the Bailiff or the property is vacant, a skip trace will be completed to verify the residential address of the owner. If required, a Substituted Service Claim can be filed at court to have the General Procedure Claim issued via post to the verified residential address of the owner.</li> </ul> <p>Property Sale and Seizure Order</p> <ul style="list-style-type: none"> <li>- Where a General Procedure Claim has been issued and served and the amount remains outstanding fourteen (14) days after the issue date of the Claim, legal proceedings will continue until payment of rates is received. This includes Judgement and Enforcement of the Claim. Enforcement of the Claim may include a Property Sale and Seizure Order of goods and or land.</li> <li>- The Property Sale and Seizure Order is at first a Goods Order and if the Property Sale and Seizure Order is returned Nula Bona (no goods), then a land warrant will be issued.</li> <li>- If a Property Sale and Seizure Order against goods and or land is proposed to collect outstanding rates due on a property, the Council's prior approval shall be obtained before the Property Sale and Seizure Order is lodged.</li> </ul> <p>Rates or Service Charges Recoverable in Court (Section 6.56)</p> <ul style="list-style-type: none"> <li>- If a rate or service charge remains unpaid after it becomes due and payable, the local government may recover it, as well as the cost of proceedings, if any, for that recovery, in a court of appropriate jurisdiction.</li> <li>- Rates or service charges due by the same person to the local government may be included in one writ, summons, or other process.</li> </ul> <p>Seizure of Rent (Section 6.60)</p>		

Item	Subject/Action	Officer/File	Progress	Status	Comment
			<p>In cases where the owner of a leased or rented property on which rates outstanding cannot be located, or refuses to settle rates owed, a Notice will be served on the lessee under the provisions of the Local Government Act 1995 - Section 6.60, requiring the lessee to pay to the Shire of Wickpin the rent due under the lease/tenancy agreement as it becomes due, until the amount in arrears has been fully paid.</p> <p><b>Sale of Land (Section 6.64)</b> Where Rates and Service Charges are outstanding for a period of three (3) years or more, the Council may:</p> <ul style="list-style-type: none"> <li>- from time to time lease the land;</li> <li>- sell the land;</li> <li>- have the land transferred to the Shire of Wickpin;</li> <li>- have the land transferred to the Crown; or</li> <li>- sell the land as per the Local Government Act 1995 - Section 6.64.</li> </ul> <p>Council approval will be obtained prior to the above course of action being undertaken.</p> <p>The above action under Section 6.64 of the Local Government Act 1995, will be reported on a confidential basis to the Council, for approval.</p> <p><b>Outstanding Rates and Charges – Write Off/Waiver of Small Balances</b> Where balance of rates is owing not exceeding \$10.00 council:</p> <ul style="list-style-type: none"> <li>- Delegate authority to the Chief Executive Officer to write-off outstanding balances on individual rate assessments of amounts not exceeding \$10.00.</li> </ul>		

If not noted, please insert numbers of items once attended to and return sheet to CEO.

○ = in progress    ✓ = completed    ✕ = superseded

**9. Notice of Motions of Which Notice Has Been Given**

**10. Receipt of Reports & Consideration of Recommendations**

## Infrastructure and Engineering Services

**10.1.01 – Manager Works and Services Report**

Submission To:	Ordinary Council
Location/Address:	Whole Shire
Name of Applicant:	Manager Works & Services – Gary Rasmussen
File Reference:	CM.REP.1
Author:	Manager Works & Services – Gary Rasmussen
Disclosure of any Interest:	Nil
Date of Report:	10 May 2018

**Enclosure/Attachments:**

Nil.

**Summary:**

Monthly report submitted from the Manager of Works & Services, Gary Rasmussen.

**Comments:****Programmed Construction Works**

- Kirk Rock/ Dalton Road completed
- Wickepin-Corrigin Road floodway project .The box culvert in the floodway looks at this stage to be completed by the 25 of May
- The flood damage works have gone well and are all but complete.
- Cemetery Road works are on hold. As works on Wickepin-Corrigin Road is higher priority

**Maintenance Works**

- Grading various roads. Colin has been kept very busy and is doing his best in the trying dry conditions.
- Pot-hole patching.
- Rubbish tip maintenance,
- New Rubbish bins in the Main St installed ( have had positive feedback on them )
- Signage maintenance on hold at present time
- Guide post on various roads across the network.
- Various tree pruning. Including works requested by Western Power.
- Drainage culvert repairs
- Road patching across the seal network.
- Oval lights fixed



- Blue metal removed from Main St.
- Tip Fence has been ordered

### **Occupational Health and Safety**

- lost time injury to report , nothing to report on
- Plant incident report. The back hoe was damaged at the recent fire Wickepin Narrogin road truck fire. Locking pin was damaged on the back hoe part of the plant rough cost is a round \$4000. This is the risk you take when you operate plant in high stress situations and in darkness. The operator could not recall when he damaged the plant.
- Outcome of this will be a tool box topic about slowing down and stop running on adrenaline and taking control of the situation
- Matthew Pockran was elected as a safety representative and completed the one week course, and found it very interesting.

### **Workshop**

- Machine maintenance and servicing.

### **Parks and Gardens**

- Caravan Park new garden is underway.
- Prune street trees various locations
- Oval maintenance including marking out for the upcoming football and hockey seasons on going.
- General mowing and whipper snipping as the grass dries out on going.
- Walk trail maintenance, clean ups
- Town site clean up
- General maintenance at Lake Yealering, Harrismith and Tincurrin.

### **Plant and Equipment**

Mark and I will be look at upcoming plant replacement soon.

**Statutory Environment:**

Local Government Act 1995.

**Policy Implications:**

Not Applicable.

**Financial Implications:**

Not Applicable

**Strategic Implications:**

Not Applicable.

**Recommendations:**

That Council notes the report from the Manager of Works and Services dated 10 May 2018.

**Voting Requirements:**

Simple Majority

**Motion:****Resolution No****Moved Cr****/ Seconded Cr**

That Council notes the report from the Manager of Works and Services dated 10 May 2018.

**Carried /**

## Governance, Audit and Community Services

**10.2.01 – List of Accounts**

<b>Submission To:</b>	Ordinary Council
<b>Location / Address:</b>	Whole Shire
<b>Name of Applicant:</b>	Amanda Smith – Finance Officer
<b>File Reference:</b>	FM.BA.1201
<b>Author:</b>	Amanda Smith – Finance Officer
<b>Disclosure of any Interest:</b>	Financial
<b>Date of Report:</b>	2 May 2018

**Enclosure/Attachments:**

List of accounts.

**Summary:**

List of Accounts remitted during the period from 1 April 2018 to 30 April 2018.

	<u>Vouchers</u>	<u>Amounts</u>
<b>Municipal Account</b>		
EFT	8280 – 8340	\$ 184,012.74
Cheques	15519 – 15522	\$ 12,707.88
Payroll	April	\$ 84,434.56
Superannuation	April	\$ 9,552.67
Credit Card	April	\$ 104.48
Direct Deductions	April	\$ 5,255.62
Licensing	April	\$ 27,850.00
<b>Trust</b>		
EFT		\$ 0.00
Cheques		\$ 0.00
<b>APRIL TOTAL</b>		<u><b>\$ 323,917.95</b></u>

Financial Management Regulation 13 (4) also requires that a listing of all other outstanding accounts be presented to Council at the meeting. This information will be provided on the day of the meeting for inclusion in the recommendation.

**Certificate of Chief Executive Officer:**

The schedule of accounts, covering vouchers as listed above, have been checked and are fully supported by vouchers and invoices which are submitted herewith and which have been duly certified as to the receipt of goods and the rendition of services and as to prices computation, and costings and the amounts shown have been remitted.

**Comments:**

Detailed answers to queries can be obtained for presentation at council meeting.

**Statutory Environment:**

Local Government (Financial Management) Regulations 1996 – Regulations 13 (2), (3) &amp; (4)

**Policy Implications:**

Policy 3.1.7 - Cheque Issue

**Strategic Implications:**

Not applicable

**Recommendations:**

That Council acknowledges that payments totalling **\$323,917.95** have been made in accordance with the list included in these minutes, and scrutiny of the list has found that the payments are satisfactory.

**Voting Requirements:**

Simply Majority

**Motion:****Resolution No****Moved Cr****/ Seconded Cr**

That Council acknowledges that payments totalling **\$323,917.95** have been made in accordance with the list included in these minutes, and scrutiny of the list has found that the payments are satisfactory.

**Carried /**

## List of Accounts Due &amp; Submitted to Committee

April 2018

Chq/EFT	Date	Name	Description	Muni	Trust
EFT8280	04/04/2018	Arts Narrogin Inc	Advert in Dryandra Makers Trail	\$ 440.00	
EFT8281	04/04/2018	Yvonne Bowey Consulting	Preparation of February Financials	\$ 3,052.50	
EFT8282	04/04/2018	Cutting Edges Pty Ltd	Grader Blades	\$ 853.71	
EFT8283	04/04/2018	Yealering Agparts & Repairs	Gas Bottles	\$ 282.00	
EFT8285	04/04/2018	Kelly Cochrane	Cleaning	\$ 387.50	
EFT8286	04/04/2018	Peter Denton	Assorted Native Plants	\$ 997.00	
EFT8287	04/04/2018	Dews Excavations	Central Ave new culverts, clean out drains	\$ 1,936.00	
EFT8288	04/04/2018	Great Southern Fuel Supplies	March Fuel Account	\$ 15,512.74	
EFT8289	04/04/2018	Geoff Perkins Farm Machinery	Parts for WK342 & WK248	\$ 94.47	
EFT8290	04/04/2018	John Phillips Consulting	CEO Performance Reviews	\$ 2,200.00	
EFT8291	04/04/2018	Lesley Barrett	Sculpture Workshop Weekend	\$ 844.00	
EFT8292	04/04/2018	Narrogin Removals And Storage	Staff Relocation Expenses	\$ 3,580.00	
EFT8293	04/04/2018	Narrogin Earthmoving & Concrete	Natural Disaster Relief	\$ 55,000.00	
EFT8294	04/04/2018	PCS	Monthly Fee	\$ 85.00	
EFT8295	04/04/2018	Maureen Susan Preedy	Cleaning	\$ 472.50	
EFT8296	04/04/2018	Rsa Works	Start road program 18/19	\$ 2,310.00	
EFT8297	04/04/2018	Valley Air	Replace Ducted Air con	\$ 6,400.00	
EFT8298	04/04/2018	Western Australian Treasury Corp	Loan No. 100 Interest payment	\$ 2,123.39	
EFT8299	04/04/2018	Wickepin Hotel And Harvest Cafe	Refreshments	\$ 159.00	
EFT8300	04/04/2018	Yealering Spraying Service	Mosquito Spraying	\$ 522.50	
EFT8301	12/04/2018	Australian Taxation Office	BAS March 2018	\$ 18,988.00	
EFT8302	19/04/2018	Australia Post	March 2018 Account	\$ 201.61	
EFT8303	19/04/2018	Air Liquide WA Pty Ltd	Cylinder Rental for March 2018	\$ 95.30	
EFT8304	19/04/2018	Office Max	Stationery Order	\$ 192.75	
EFT8305	19/04/2018	Benjamin Kittow Construction	Wk District Sports Club Kitchen Cupboard Repairs	\$ 12,948.20	
EFT8306	19/04/2018	Yealering Agparts & Repairs	Repairs to WK2283	\$ 407.00	
EFT8307	19/04/2018	Courier Australia	Freight on Library Books & Water Tests	\$ 62.38	
EFT8308	19/04/2018	Covs	Parts for WK2283, WK1955, WK518, WK248 & Wk Oval	\$ 765.76	
EFT8309	19/04/2018	Connelly Images	Sign for Facey Homestead & Johnston Park	\$ 99.00	
EFT8310	19/04/2018	Peter Denton	Street Trees	\$ 78.00	

EFT8311	19/04/2018	Diamond Lock & Key	New Keys for Wk Community Centre	\$ 85.50	
EFT8312	19/04/2018	Dial Before You Dig	Quarterly Referral Fee	\$ 110.00	
EFT8313	19/04/2018	Ewen Rural Supplies	March Account	\$ 5,129.19	
EFT8314	19/04/2018	Easifleet	Facey Group Vehicle Lease	\$ 486.26	
EFT8315	19/04/2018	AC & EJ Fulford & Co	Rubbish Tip Maintenance	\$ 5,500.00	
EFT8316	19/04/2018	Flick Washroom Services	Sani-Unit Servicing	\$ 3,589.44	
EFT8317	19/04/2018	Hoist Sales & Hydraulic Repairs Pty Ltd	Parts for WK3680	\$ 427.88	
EFT8318	19/04/2018	Harris Zuglian Electrics	Replace Exhaust Fans at 5 Smith St	\$ 522.20	
EFT8319	19/04/2018	C Holmes Bricklaying & Maintenance	7 Rintel & 5 Smith St Repairs	\$ 5,280.00	
EFT8320	19/04/2018	J & S Kulker Painting	7 Rintel & 5 Smith St Painting	\$ 11,110.00	
EFT8321	19/04/2018	Knightline Computers	Computer Parts for Licensing Computer	\$ 44.90	
EFT8322	19/04/2018	State Library Of WA	17/18 Freight Recoup WK Public Library	\$ 301.73	
EFT8323	19/04/2018	Metal Artwork Creations	Name Plaque - Erika Clement	\$ 53.90	
EFT8324	19/04/2018	MJB Industries	Pipes for Kirk Rock Dalton Rd	\$ 870.10	
EFT8325	19/04/2018	Edna May Martin	Rates Refund	\$ 665.21	
EFT8326	19/04/2018	Great Southern Waste Disposal	March 2018 Waste Collection & Bulk Pickup Transfer Stations	\$ 6,218.10	
EFT8327	19/04/2018	Narrogin Pumps, Solar And Spraying	Items for Line Rd, Parts for WK248, WK Oval Pump & Pool Buffer	\$ 1,791.11	
EFT8328	19/04/2018	Narrogin Carpets & Curtains	Cvn Pk Managers House Carpets	\$ 2,970.00	
EFT8329	19/04/2018	Officeworks Superstores Pty Ltd	Stationery	\$ 407.16	
EFT8330	19/04/2018	Wagin Plumbing	Hsm & Yea Cvn Pk Toilet Blockage	\$ 1,685.20	
EFT8331	19/04/2018	Sheridan's For Badges	Name Badge for Erika Clement	\$ 50.27	
EFT8332	19/04/2018	Peter Robert Stribling	Yealering Caravan Park Commission for March 2018	\$ 152.91	
EFT8333	19/04/2018	R J Smith Engineering	Parts for WK348 & Mig Welder	\$ 202.40	
EFT8334	19/04/2018	K C & G M Spark & Son	Gravel for Tincurrin Nth Rd	\$ 3,300.00	
EFT8335	19/04/2018	T-quip	Parts for WK454 & Lawnmowers	\$ 584.90	
EFT8336	19/04/2018	Wanneroo Trophy Shop	Honour Board Plaques	\$ 38.80	
EFT8337	19/04/2018	Wickepin Motors	Facey Group Lease Vehicle Windscreen Repair	\$ 418.00	
EFT8338	19/04/2018	Wickepin Newsagency	March Account	\$ 191.70	
EFT8339	19/04/2018	Wickepin Community Resource Centre	Sculpture Workshop Materials	\$ 110.00	
EFT8340	19/04/2018	West Australian Newspapers	Colour Advertising - Travel Feature	\$ 625.57	
			<b>Total EFT</b>	<b>\$184,012.74</b>	
15519	04/04/2018	Shire Of Wickepin	Petty Cash	\$ 101.60	
15520	04/04/2018	Telstra	Telstra Account	\$ 1,516.09	

15521	19/04/2018	Synergy	Power Accounts & Streetlights	\$ 2,184.80	
15522	19/04/2018	Water Corporation	Water Accounts	\$ 8,905.39	
			<b>Total Cheques</b>	<b>\$ 12,707.88</b>	
DD9498.1	11/04/2018	WA Local Government Super Plan	Payroll deductions	\$ 2,830.65	
DD9498.2	11/04/2018	Prime Super	Superannuation contributions	\$ 180.86	
DD9498.3	11/04/2018	Australian Ethical Super	Superannuation contributions	\$ 192.78	
DD9498.4	11/04/2018	ANZ Super	Payroll deductions	\$ 387.97	
DD9498.5	11/04/2018	Tremayne Superannuation Fund	Superannuation contributions	\$ 116.45	
DD9498.6	11/04/2018	Colonial First State	Superannuation contributions	\$ 317.29	
DD9498.7	11/04/2018	MTAA Super Fund	Superannuation contributions	\$ 397.37	
DD9528.1	25/04/2018	WA Local Government Super Plan	Payroll deductions	\$ 3,310.66	
DD9528.2	25/04/2018	ANZ Super	Superannuation contributions	\$ 397.49	
DD9528.3	25/04/2018	Colonial First State	Superannuation contributions	\$ 390.36	
DD9528.4	25/04/2018	Prime Super	Superannuation contributions	\$ 180.86	
DD9528.5	25/04/2018	Australian Ethical Super	Superannuation contributions	\$ 192.78	
DD9528.6	25/04/2018	Tremayne Superannuation Fund	Superannuation contributions	\$ 104.07	
DD9528.7	25/04/2018	MTAA Super Fund	Superannuation contributions	\$ 397.37	
DD9528.8	25/04/2018	AMP Flexible Lifetime Super Fund	Superannuation contributions	\$ 155.71	
			<b>Total Superannuation</b>	<b>\$ 9,552.67</b>	
DD9494.2	04/04/2018	James Matthews	Pool Manager Contract Payment 20/2017-18	\$ 2,376.06	
DD9517.1	16/04/2018	Westnet Pty Ltd	Internet Fees	\$ 144.90	
DD9531.1	18/04/2018	James Matthews	Pool Manager Contract Payment 21/2017-18	\$ 2,376.06	
DD9535.1	23/04/2018	Best Office Systems	Konica Minolta Copier Lease	\$ 358.60	
			<b>Total Direct Debits</b>	<b>\$ 5,255.62</b>	
DD9539.1	22/04/2018	ANZ Bank	Credit Card	\$ 104.48	
			<b>Total Credit Cards</b>	<b>\$ 104.48</b>	
98110418	11/04/2018	Dept Of Transport	Trans Licensing	\$ 2,589.40	
98120418	12/04/2018	Dept Of Transport	Trans Licensing	\$ 983.35	
98130418	13/04/2018	Dept Of Transport	Trans Licensing	\$ 385.75	
98160418	16/04/2018	Dept Of Transport	Trans Licensing	\$ 3,700.10	
98170418	17/04/2018	Dept Of Transport	Trans Licensing	\$ 75.00	
98180418	18/04/2018	Dept Of Transport	Trans Licensing	\$ 476.50	

98190418	19/04/2018	Dept Of Transport	Trans Licensing	\$ 1,671.75	
98200418	20/04/2018	Dept Of Transport	Trans Licensing	\$ 620.05	
98230418	23/04/2018	Dept Of Transport	Trans Licensing	\$ 1,243.55	
98240418	24/04/2018	Dept Of Transport	Trans Licensing	\$ 652.80	
98260418	26/04/2018	Dept Of Transport	Trans Licensing	\$ 8,914.45	
98260418	26/04/2018	Dept Of Transport	Trans Licensing	\$ 6,493.40	
98300418	30/04/2018	Dept Of Transport	Trans Licensing	\$ 43.90	
			<b>Total Licensing</b>	<b>\$ 27,850.00</b>	
	12/04/2018	Gross Payroll		\$ 42,165.62	
	25/04/2018	Gross Payroll		\$ 42,268.94	
			<b>Total Payroll</b>	<b>\$ 84,434.56</b>	
			<b>Total Payments</b>	<b>\$323,917.95</b>	<b>\$ 0.00</b>

Credit Card Payment Summary		
23 March 2018 to 22 April 2018		
CEO		
Narrogin Liquor Baron	Projector Screen Installation	\$ 73.98
Oasis Hotel	Meals while conducting road inspection	\$ 30.50
	<b>Total Credit Card Payment</b>	<b>\$ 104.48</b>



## Governance, Audit and Community Services

**10.2.02 – Financial Report**

<b>Submission To:</b>	Ordinary Council
<b>Location / Address:</b>	Whole Shire
<b>Name of Applicant:</b>	Agatha Prior – Executive Support Officer
<b>File Reference:</b>	FM.FR.1212
<b>Author:</b>	Erika Clement – Finance Manager
<b>Disclosure of any Interest:</b>	Nil
<b>Date of Report:</b>	9 May 2018

**Enclosure/Attachments:**

Financial report ending 30 April 2018

**Background:**

In accordance with Section 6.4(2) of the Local Government Act 1995 and Regulation 35 of the Local Government (Financial Management) Regulations 1996, attached are the monthly financial reports.

- (1) Operating Statement by Function and Activity
- (2) Bank Balances and Investments
- (3) Outstanding Debtors.

**Comments:**

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

**Statutory Environment:**

Section 6.4(2) of the Local Government Act 1995

Local Government (Financial Management) Regulations 1996

34. Financial reports to be prepared s. 6.4

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

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

**Policy Implications:**

Not applicable

**Financial Implications:**

Not applicable

**Strategic Implications:**

Not applicable

**Recommendations:**

That the financial statements tabled for the period ending 30 April 2018 as presented be received.

**Voting Requirements:**

Simply Majority

**Motion:****Resolution No**

Moved Cr

/ Seconded Cr

That the financial statements tabled for the period ending 30 April 2018 as presented be received.

Carried /

**SHIRE OF WICKEPIN**  
**MONTHLY FINANCIAL REPORT**  
**For the Period Ended 30 April 2018**

**LOCAL GOVERNMENT ACT 1995**  
**LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996**

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**Shire of Wickepin****Compilation Report**

For the Period Ended 30 April 2018

**Report Purpose**

This report is prepared to meet the requirements of *Local Government (Financial Management) Regulations 1996*, Regulation 34 .

**Overview**

Summary reports and graphical progressive graphs are provided on page 3, 4 and 5.  
No matters of significance are noted.

**Statement of Financial Activity by reporting program**

Is presented on page 6 and shows a surplus as at 30 April 2018 of \$921,706.

Note: The Statements and accompanying notes are prepared based on all transactions recorded at the time of preparation and may vary.

**Preparation**

Prepared by: Erika Clement DCEO

Reviewed by: Mark Hook CEO

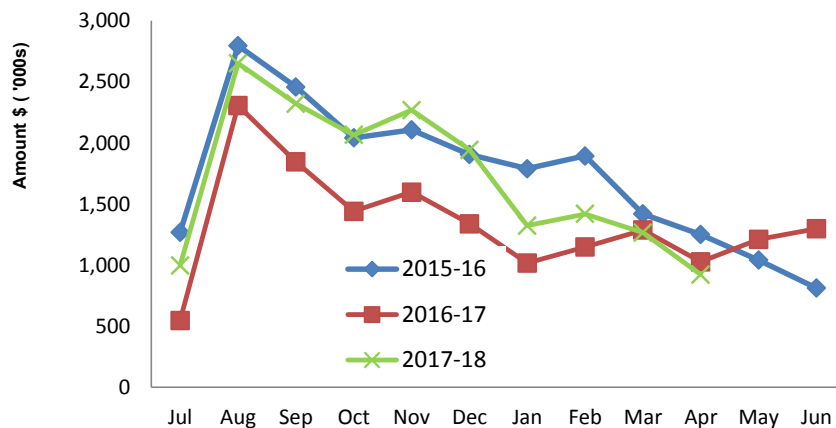
Date prepared: 7-May-18

## Shire of Wickepin

### Monthly Summary Information

For the Period Ended 30 April 2018

**Liquidity Over the Year (Refer Note 3)**



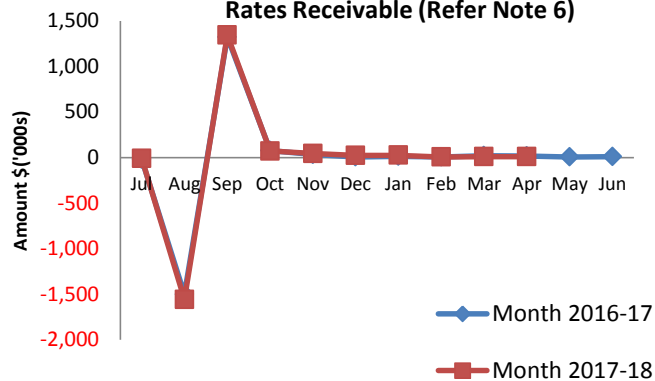
#### Cash and Cash Equivalents as at period end

Unrestricted	\$	1,215,085
Restricted	\$	1,666,595
	\$	<u>2,881,680</u>

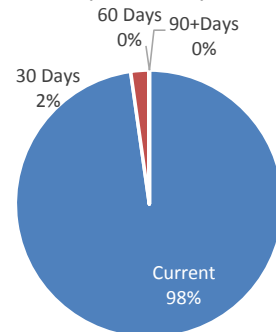
#### Receivables

Rates	\$	35,345
Other	\$	<u>48,747</u>
	\$	<u>84,093</u>

**Rates Receivable (Refer Note 6)**



**Accounts Receivable Ageing (non-rates)  
(Refer Note 6)**



#### Comments

Unrestricted cash includes the following payments in advance

17/18 FESA paid in advance	\$7,490.00
17/18 Grants Commission - General	\$503,477.00
17/18 Grants Commission - Roads	\$272,918.00
<b>Amounts paid in advance</b>	<b>\$783,885.00</b>

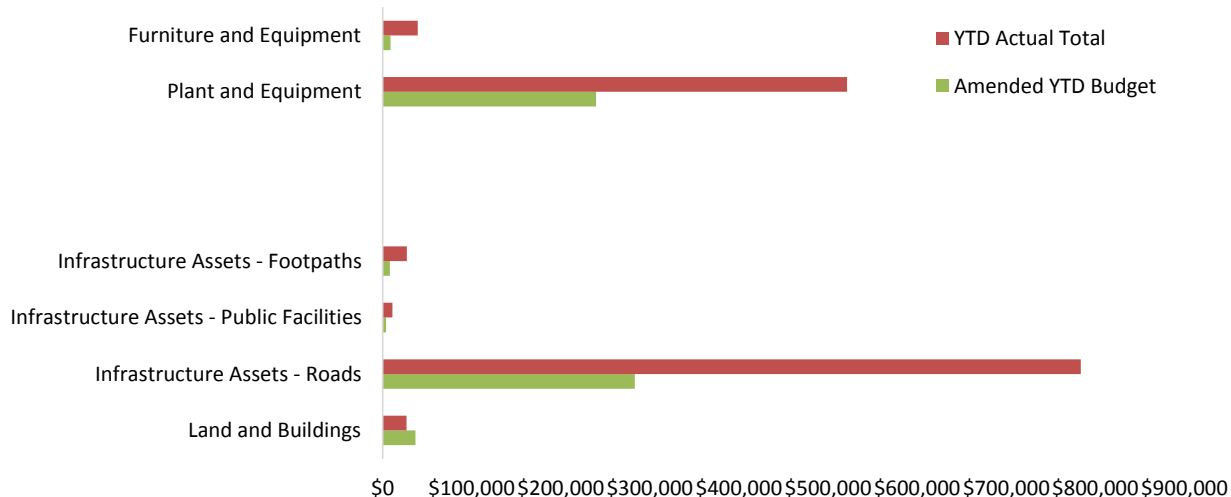
This information is to be read in conjunction with the accompanying Financial Statements and notes.

## Shire of Wickepin

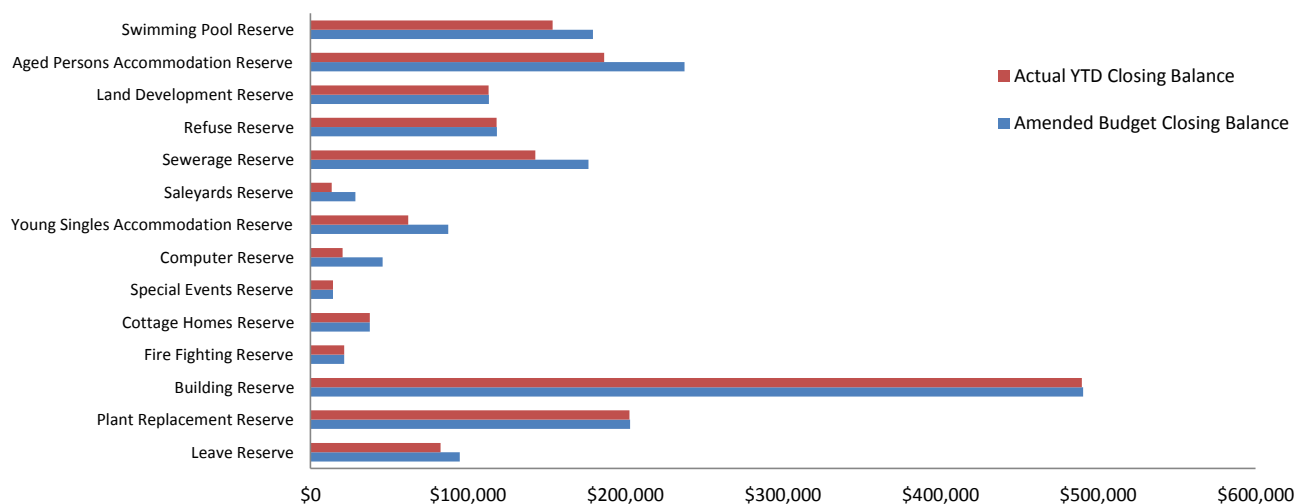
### Monthly Summary Information

For the Period Ended 30 April 2018

#### Capital Expenditure Program YTD (Refer Note 13)



#### Year To Date Reserve Balance to End of Year Estimate (Refer Note 7)



#### Comments

Majority of plant and vehicles purchased for the year.

This information is to be read in conjunction with the accompanying Financial Statements and notes.

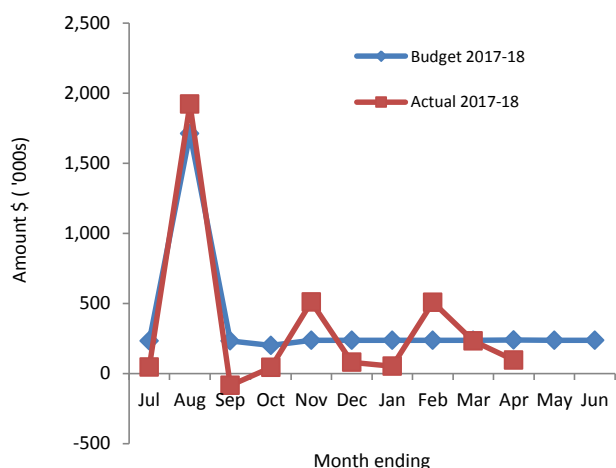
## Shire of Wickpin

### Monthly Summary Information

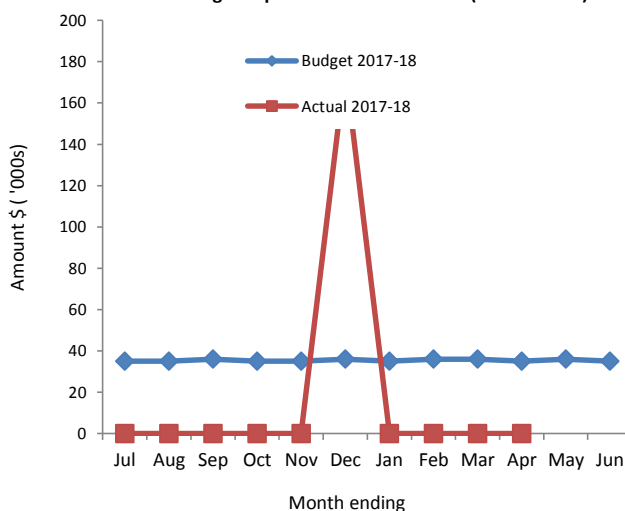
For the Period Ended 30 April 2018

#### Revenues

Budget Operating Revenues -v- Actual (Refer Note 2)

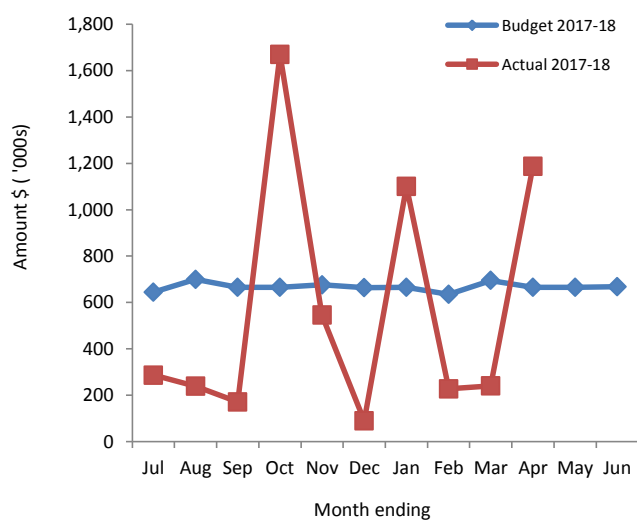


Budget Capital Revenue -v- Actual (Refer Note 2)

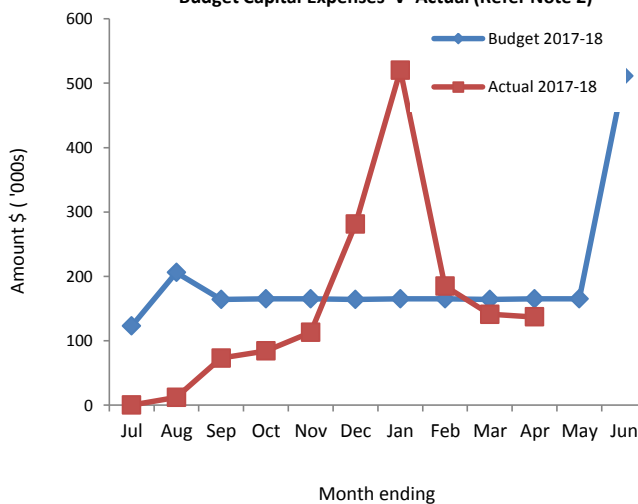


#### Expenditure

Budget Operating Expenses -v- YTD Actual (Refer Note 2)



Budget Capital Expenses -v- Actual (Refer Note 2)



#### Comments

Depreciation calculated for July, Aug, Sept and October  
 Operating revenue decreased due to discount applied to rates in September

This information is to be read in conjunction with the accompanying Financial Statements and notes.

Council Meeting  
SHIRE OF WICKEPIN  
STATEMENT OF FINANCIAL ACTIVITY  
(Statutory Reporting Program)  
For the Period Ended 30 April 2018

	Note	Amended Annual Budget	Amended YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var.
<b>Operating Revenues</b>		\$	\$	\$	\$	%	
Governance		5,720	4,760	7,037	2,277	47.83%	
General Purpose Funding - Rates	9	1,357,675	1,356,071	1,359,545	3,474	0.26%	
General Purpose Funding - Other		714,849	595,600	575,947	(19,653)	(3.30%)	
Law, Order and Public Safety		437,930	369,305	75,194	(294,111)	(79.64%)	▼
Health		250	200	236	36	18.00%	
Education and Welfare		4,500	3,750	4,251	501	13.36%	
Housing		273,440	227,830	127,910	(99,920)	(43.86%)	▼
Community Amenities		170,489	151,510	175,929	24,419	16.12%	▲
Recreation and Culture		57,847	48,160	28,314	(19,846)	(41.21%)	▼
Transport		1,138,728	948,910	970,828	21,918	2.31%	
Economic Services		50,635	42,160	40,755	(1,405)	(3.33%)	
Other Property and Services		64,000	53,310	37,397	(15,913)	(29.85%)	▼
<b>Total Operating Revenue</b>		<b>4,276,063</b>	<b>3,801,566</b>	<b>3,403,342</b>	<b>(398,224)</b>		
<b>Operating Expense</b>							
Governance		(516,699)	(430,350)	(349,106)	81,244	18.88%	▼
General Purpose Funding		(84,007)	(69,950)	(68,537)	1,413	2.02%	
Law, Order and Public Safety		(235,735)	(196,350)	(141,669)	54,681	27.85%	▼
Health		(30,662)	(25,490)	(18,971)	6,519	25.58%	▼
Education and Welfare		(21,304)	(17,710)	(12,108)	5,602	31.63%	▼
Housing		(213,216)	(177,450)	(171,265)	6,185	3.49%	
Community Amenities		(451,025)	(375,320)	(306,938)	68,382	18.22%	▼
Recreation and Culture		(1,235,597)	(1,029,080)	(782,315)	246,765	23.98%	▼
Transport		(4,898,727)	(4,082,030)	(3,746,437)	335,593	8.22%	▼
Economic Services		(306,009)	(254,780)	(167,252)	87,528	34.35%	▼
Other Property and Services		(16,270)	(17,620)	5,216	22,836	129.60%	▼
<b>Total Operating Expenditure</b>		<b>(8,009,252)</b>	<b>(6,676,130)</b>	<b>(5,759,385)</b>	<b>916,745</b>		
<b>Funding Balance Adjustments</b>							
Add back Depreciation		4,725,060	3,937,490	3,615,804	(321,686)	(8.17%)	▼
Adjust (Profit)/Loss on Asset Disposal	8	(57,003)	(47,500)	20,570	68,070	(143.31%)	
Adjust Provisions and Accruals		0	0	0	0		
<b>Net Cash from Operations</b>		<b>934,868</b>	<b>1,015,426</b>	<b>1,280,332</b>	<b>264,906</b>		
<b>Capital Revenues</b>							
Proceeds from Disposal of Assets	8	425,196	283,464	177,060	(106,404)	(37.54%)	▼
<b>Total Capital Revenues</b>		<b>425,196</b>	<b>283,464</b>	<b>177,060</b>	<b>(106,404)</b>		
<b>Capital Expenses</b>							
Land Held for Resale		0	0	0	0		
Land and Buildings	13	(147,000)	(152,480)	(101,926)	50,554	33.15%	▼
Infrastructure - Roads	13	(1,132,674)	(943,800)	(1,015,320)	(71,520)	(7.58%)	▲
Infrastructure - Public Facilities	13						
Infrastructure - Footpaths	13	(32,843)	(27,360)	(27,327)	33	0.12%	
Infrastructure - Drainage	13	(15,500)	(12,910)	(11,127)	1,783	13.81%	▼
Heritage Assets	13		0	0	0		
Plant and Equipment	13	(957,749)	(479,420)	(528,514)	(49,094)	(10.24%)	▲
Furniture and Equipment	13	(36,000)	(30,000)	(39,333)	(9,333)	(31.11%)	▲
<b>Total Capital Expenditure</b>		<b>(2,321,766)</b>	<b>(1,645,970)</b>	<b>(1,723,547)</b>	<b>(77,577)</b>		
<b>Net Cash from Capital Activities</b>		<b>(1,896,570)</b>	<b>(1,362,506)</b>	<b>(1,546,487)</b>	<b>(183,981)</b>		
<b>Financing</b>							
Proceeds from New Debentures	10	0	0	0	0		
Proceeds from Advances		0	0	0	0		
Self-Supporting Loan Principal		5844	2,922	5,844	2,922	100.02%	
Transfer from Reserves	7	0	0	0	0		
Advances to Community Groups		0	0	0	0		
Repayment of Debentures	10	(27,804)	(13,902)	(24,054)	(10,152)	(73.03%)	▲
Transfer to Reserves	7	(234,980)	(117,490)	(19,167)	98,323	83.69%	▼
<b>Net Cash from Financing Activities</b>		<b>(256,940)</b>	<b>(128,470)</b>	<b>(37,377)</b>	<b>91,093</b>		
<b>Net Operations, Capital and Financing</b>		<b>(1,218,642)</b>	<b>(475,550)</b>	<b>(303,533)</b>	<b>240,087</b>		
<b>Opening Funding Surplus(Deficit)</b>	3	<b>1,225,238</b>	<b>1,225,239</b>	<b>1,225,239</b>	<b>0</b>	<b>0.00%</b>	
<b>Closing Funding Surplus(Deficit)</b>	3	<b>6,596</b>	<b>749,689</b>	<b>921,706</b>	<b>240,087</b>		

Indicates a variance between Year to Date (YTD) Budget and YTD Actual data as per the adopted materiality threshold.  
Refer to Note 2 for an explanation of the reasons for the variance.

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



Council Meeting  
SHIRE OF WICKEPIN  
**STATEMENT OF FINANCIAL ACTIVITY**  
(By Nature or Type)  
For the Period Ended 30 April 2018

	Note	Amended Annual Budget	Amended YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var.
<b>Operating Revenues</b>		\$	\$	\$	\$	%	
Rates	9	1,357,675	1,355,991	1,359,545	3,554	0.26%	
Operating Grants, Subsidies and Contributions	11	796,304	663,560	666,952	3,392	0.51%	
Fees and Charges		675,786	576,815	496,104	(80,711)	(13.99%)	▼
Service Charges		0	0	0	0		
Interest Earnings		42,400	35,320	40,724	5,404	15.30%	▲
Other Revenue		0	0	12,168	12,168		▲
Profit on Disposal of Assets	8	155,560	129,620	10,917			
<b>Total Operating Revenue</b>		<b>3,027,725</b>	<b>2,761,306</b>	<b>2,586,409</b>	<b>(56,194)</b>		
<b>Operating Expense</b>							
Employee Costs		(1,139,806)	(949,470)	(835,699)	113,771	11.98%	▲
Materials and Contracts		(1,695,859)	(1,411,600)	(1,001,332)	410,268	29.06%	▲
Utility Charges		(172,045)	(143,230)	(108,353)	34,877	24.35%	▲
Depreciation on Non-Current Assets		(4,725,060)	(3,937,490)	(3,615,804)	321,686	8.17%	▲
Interest Expenses		(5,014)	(4,170)	(4,518)	(348)	(8.34%)	
Insurance Expenses		(172,911)	(148,050)	(162,193)	(14,143)	(9.55%)	▼
Other Expenditure		0	0	0	0		
Loss on Disposal of Assets	8	(98,557)	(82,120)	(31,486)			
<b>Total Operating Expenditure</b>		<b>(8,009,252)</b>	<b>(6,676,130)</b>	<b>(5,759,385)</b>	<b>866,112</b>		
<b>Funding Balance Adjustments</b>							
Add back Depreciation		4,725,060	3,937,490	3,615,804	(321,686)	(8.17%)	▼
Adjust (Profit)/Loss on Asset Disposal	8	(57,003)	(47,500)	20,569	68,069	(143.30%)	
Adjust Provisions and Accruals			0		0		
<b>Net Cash from Operations</b>		<b>(313,470)</b>	<b>(24,834)</b>	<b>463,398</b>	<b>556,301</b>		
<b>Capital Revenues</b>							
Grants, Subsidies and Contributions	11	1,248,338	1,040,260	816,933	(223,327)	(21.47%)	▼
Proceeds from Disposal of Assets	8	425,196	283,464	177,060	(106,404)	(37.54%)	▼
<b>Total Capital Revenues</b>		<b>1,673,534</b>	<b>1,323,724</b>	<b>993,993</b>	<b>(329,731)</b>		
<b>Capital Expenses</b>							
Land Held for Resale		0	0	0	0		
Land and Buildings	13	(147,000)	(152,480)	(101,926)	50,554	33.15%	▲
Infrastructure - Roads	13	(1,132,674)	(943,800)	(1,015,320)	(71,520)	(7.58%)	▼
Infrastructure - Public Facilities	13	0		0	0		
Infrastructure - Footpaths	13	(32,843)	(27,360)	(27,327)	33	0.12%	
Infrastructure - Drainage	13	(15,500)	(12,910)	(11,127)	1,783	13.81%	▲
Heritage Assets	13	0	0	0	0		
Plant and Equipment	13	(957,749)	(479,420)	(528,514)	(49,094)	(10.24%)	▼
Furniture and Equipment	13	(36,000)	(30,000)	(39,333)	(9,333)	(31.11%)	▼
<b>Total Capital Expenditure</b>		<b>(2,321,766)</b>	<b>(1,645,970)</b>	<b>(1,723,547)</b>	<b>(77,577)</b>		
<b>Net Cash from Capital Activities</b>		<b>(648,232)</b>	<b>(322,246)</b>	<b>(729,554)</b>	<b>(407,308)</b>		
<b>Financing</b>							
Proceeds from New Debentures		0	0	0	0		
Proceeds from Advances		0	0	0	0		
Self-Supporting Loan Principal		5,844	2,922	5,844	2,922	100.02%	
Transfer from Reserves	7	0	0	0	0		
Advances to Community Groups		0	0	0	0		
Repayment of Debentures	10	(27,804)	(13,902)	(24,054)	(10,152)	(73.03%)	▼
Transfer to Reserves	7	(234,980)	(117,490)	(19,167)	98,323	83.69%	▲
<b>Net Cash from Financing Activities</b>		<b>(256,940)</b>	<b>(128,470)</b>	<b>(37,377)</b>	<b>91,093</b>		
<b>Net Operations, Capital and Financing</b>		<b>(1,218,642)</b>	<b>(475,550)</b>	<b>(303,532)</b>	<b>240,086</b>		
<b>Opening Funding Surplus(Deficit)</b>	3	<b>1,225,238</b>	<b>1,225,239</b>	<b>1,225,239</b>	<b>0</b>	<b>0.00%</b>	
<b>Closing Funding Surplus(Deficit)</b>	3	<b>6,596</b>	<b>749,689</b>	<b>921,706</b>	<b>240,086</b>		

Indicates a variance between Year to Date (YTD) Budget and YTD Actual data as per the adopted materiality threshold.  
Refer to Note 2 for an explanation of the reasons for the variance.

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

STATEMENT OF CAPITAL ACQUISITIONS AND CAPITAL FUNDING  
For the Period Ended 30 April 2018

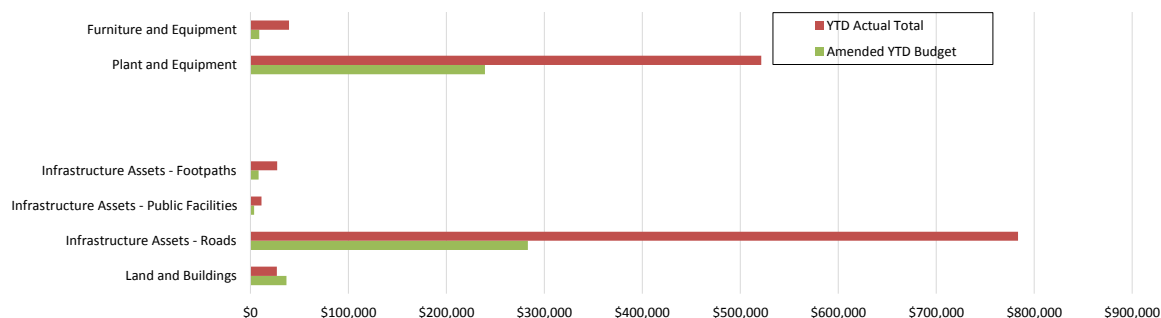
YTD 30 04 2018							
Capital Acquisitions	Note	YTD Actual New /Upgrade (a)	YTD Actual (Renewal Expenditure) (b)	YTD Actual Total (c) = (a)+(b)	Amended YTD Budget (d)	Amended Annual Budget	Variance (d) - (c)
		\$	\$	\$	\$	\$	\$
Land and Buildings	13	26,823	0	26,823	36,750	147,000	(9,927)
Infrastructure Assets - Roads	13	0	783,515	783,515	283,169	1,132,674	500,347
Infrastructure Assets - Public Facilities	13	11,127	0	11,127	3,875	15,500	7,252
Infrastructure Assets - Footpaths	13	27,327	0	27,327	8,211	32,843	19,116
Plant and Equipment	13	0	521,313	521,313	239,437	957,749	281,876
Furniture and Equipment	13	0	39,289	39,289	9,000	36,000	30,289
Capital Expenditure Totals		65,277	1,344,117	1,409,394	580,442	2,321,766	828,953

**Funded By:**

Capital Grants and Contributions	816,933	1,248,338	1,248,338	431,405
Borrowings	0	0	0	0
Other (Disposals & C/Fwd)	177,060	283,464	425,196	(106,404)
Own Source Funding - Cash Backed Reserves				
Computer Reserve			0	
Saleyard Reserve			0	
Refuse Reserve			0	
Land Development Reserve			0	
Staff Housing Reserve	0			
Building Reserve	0			
<b>Total Own Source Funding - Cash Backed Reserves</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Own Source Funding - Operations</b>	<b>415,401</b>	<b>(951,361)</b>	<b>648,232</b>	<b>1,366,762</b>
<b>Capital Funding Total</b>	<b>1,409,394</b>	<b>580,442</b>	<b>2,321,766</b>	<b>828,953</b>

## Comments and graphs

Capital Expenditure Program YTD



**SHIRE OF WICKEPIN**  
**STATEMENT OF BUDGET AMENDMENTS**  
**(Statutory Reporting Program)**  
**For the Period Ended 30 April 2018**

	Adopted Budget	Adopted Budget Amendments (Note 5)	Amended Annual Budget	Amended YTD Budget (a)
<b>Operating Revenues</b>	\$	\$	\$	\$
Governance	5,720		5,720	4,760
General Purpose Funding - Rates	1,357,675		1,357,675	1,356,071
General Purpose Funding - Other	714,849		714,849	595,600
Law, Order and Public Safety	437,930		437,930	369,305
Health	250		250	200
Education and Welfare	4,500		4,500	3,750
Housing	273,440		273,440	227,830
Community Amenities	170,489		170,489	151,510
Recreation and Culture	57,847		57,847	48,160
Transport	1,138,728		1,138,728	948,910
Economic Services	50,635		50,635	42,160
Other Property and Services	64,000		64,000	53,310
<b>Total Operating Revenue</b>	<b>4,276,063</b>	<b>0</b>	<b>4,276,063</b>	<b>3,801,566</b>
<b>Operating Expense</b>				
Governance	(516,699)		(516,699)	(430,350)
General Purpose Funding	(84,007)		(84,007)	(69,950)
Law, Order and Public Safety	(235,735)		(235,735)	(196,350)
Health	(30,662)		(30,662)	(25,490)
Education and Welfare	(21,304)		(21,304)	(17,710)
Housing	(213,216)		(213,216)	(177,450)
Community Amenities	(451,025)		(451,025)	(375,320)
Recreation and Culture	(1,235,597)		(1,235,597)	(1,029,080)
Transport	(4,898,727)		(4,898,727)	(4,082,030)
Economic Services	(306,009)		(306,009)	(254,780)
Other Property and Services	(16,270)		(16,270)	(17,620)
<b>Total Operating Expenditure</b>	<b>(8,009,252)</b>	<b>0</b>	<b>(8,009,252)</b>	<b>(6,676,130)</b>
<b>Funding Balance Adjustments</b>				
Add back Depreciation	4,725,060		4,725,060	3,937,490
Adjust (Profit)/Loss on Asset Disposal	(57,003)		(57,003)	(47,500)
Adjust Provisions and Accruals	0		0	
<b>Net Cash from Operations</b>	<b>934,868</b>	<b>0</b>	<b>934,868</b>	<b>1,015,426</b>
<b>Capital Revenues</b>				
Proceeds from Disposal of Assets	425,196		425,196	283,464
Proceeds from Sale of Investments	0		0	0
<b>Total Capital Revenues</b>	<b>425,196</b>	<b>0</b>	<b>425,196</b>	<b>283,464</b>
<b>Capital Expenses</b>				
Land Held for Resale	0		0	0
Land and Buildings	(147,000)	0	(147,000)	(152,480)
Infrastructure - Roads	(1,132,674)		(1,132,674)	(943,800)
Infrastructure - Public Facilities	0		0	0
Infrastructure - Footpaths	(32,843)		(32,843)	(27,360)
Infrastructure - Drainage	(15,500)		(15,500)	(12,910)
Heritage Assets	0		0	0
Plant and Equipment	(957,749)		(957,749)	(479,420)
Furniture and Equipment	(36,000)		(36,000)	(30,000)
<b>Total Capital Expenditure</b>	<b>(2,321,766)</b>	<b>0</b>	<b>(2,321,766)</b>	<b>(1,645,970)</b>
<b>Net Cash from Capital Activities</b>	<b>(1,896,570)</b>	<b>0</b>	<b>(1,896,570)</b>	<b>(1,362,506)</b>
<b>Financing</b>				
Proceeds from New Debentures	0		0	0
Proceeds from Advances	0		0	0
Self-Supporting Loan Principal	5,844		5,844	2,922
Transfer from Reserves	0	0	0	0
Advances to Community Groups	0		0	0
Repayment of Debentures	(27,804)		(27,804)	(13,902)
Transfer to Reserves	(234,980)		(234,980)	(117,490)
<b>Net Cash from Financing Activities</b>	<b>(256,940)</b>	<b>0</b>	<b>(256,940)</b>	<b>(128,470)</b>
<b>Net Operations, Capital and Financing</b>	<b>(1,218,642)</b>	<b>0</b>	<b>(1,218,642)</b>	<b>(475,550)</b>
<b>Opening Funding Surplus(Deficit)</b>	<b>1,225,238</b>	<b>0</b>	<b>1,225,238</b>	<b>1,225,238</b>
<b>Closing Funding Surplus(Deficit)</b>	<b>6,596</b>	<b>0</b>	<b>6,596</b>	<b>749,688</b>

Indicates a variance between Year to Date (YTD) Budget and YTD Actual data as per the adopted materiality threshold.

**SHIRE OF WICKEPIN**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 30 April 2018**

**1. SIGNIFICANT ACCOUNTING POLICIES**

**(a) Basis of Accounting**

This statement comprises a special purpose financial report which has been prepared in accordance with Australian Accounting Standards (as they apply to local governments and not-for-profit entities), Australian Accounting Interpretations, other authoritative pronouncements of the Australian Accounting Standards Board, the Local Government Act 1995 and accompanying regulations. Material accounting policies which have been adopted in the preparation of this statement are presented below and have been consistently applied unless stated otherwise.

Except for cash flow and rate setting information, the report has also been prepared on the accrual basis and is based on historical costs, modified, where applicable, by the measurement at fair value of selected non-current assets, financial assets and liabilities.

**Critical Accounting Estimates**

The preparation of a financial report in conformity with Australian Accounting Standards requires management to make judgements, estimates and assumptions that effect the application of policies and reported amounts of assets and liabilities, income and expenses.

The estimates and associated assumptions are based on historical experience and various other factors that are believed to be reasonable under the circumstances; the results of which form the basis of making the judgements about carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates.

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

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

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

All monies held in the Trust Fund are excluded from the statement, but a separate statement of those monies appears at Note 12.

**(c) Rounding Off Figures**

All figures shown in this statement are rounded to the nearest dollar.

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

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

**(e) Goods and Services Tax**

Revenues, expenses and assets are recognised net of the amount of GST, except where the amount of GST incurred is not recoverable from the Australian Taxation Office (ATO).

Receivables and payables are stated inclusive of GST receivable or payable.

The net amount of GST recoverable from, or payable to, the ATO is included with receivables or payables in the statement of financial position.

Cash flows are presented on a gross basis. The GST components of cash flows arising from investing or financing activities which are recoverable from, or payable to, the ATO are presented as operating cash flows.

**SHIRE OF WICKEPIN**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 30 April 2018**

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

**(f) Cash and Cash Equivalents**

Cash and cash equivalents include cash on hand, cash at bank, deposits available on demand with banks and other short term highly liquid investments that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value and bank overdrafts.

Bank overdrafts are reported as short term borrowings in current liabilities in the statement of financial position.

**(g) Trade and Other Receivables**

Trade and other receivables include amounts due from ratepayers for unpaid rates and service charges and other amounts due from third parties for goods sold and services performed in the ordinary course of business.

Receivables expected to be collected within 12 months of the end of the reporting period are classified as current assets. All other receivables are classified as non-current assets.

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

**(h) Inventories**

***General***

Inventories are measured at the lower of cost and net realisable value.

Net realisable value is the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated costs necessary to make the sale.

***Land Held for Resale***

Land held for development and sale is valued at the lower of cost and net realisable value. Cost includes the cost of acquisition, development, borrowing costs and holding costs until completion of development. Finance costs and holding charges incurred after development is completed are expensed.

Gains and losses are recognised in profit or loss at the time of signing an unconditional contract of sale if significant risks and rewards, and effective control over the land, are passed on to the buyer at this point.

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

**(i) Fixed Assets**

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

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

**SHIRE OF WICKEPIN**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 30 April 2018**

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

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

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

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

Buildings	30 to 50 years
Furniture and Equipment	4 to 10 years
Plant and Equipment	5 to 15 years
Roads	20 to 50 years
Footpaths	20 years
Sewerage Piping	100 years
Water Supply Piping and Drainage Systems	75 years

**(k) Trade and Other Payables**

Trade and other payables represent liabilities for goods and services provided to the Council prior to the end of the financial year that are unpaid and arise when the Council becomes obliged to make future payments in respect of the purchase of these goods and services. The amounts are unsecured, are recognised as a current liability and are normally paid within 30 days of recognition.

**(l) Employee Benefits**

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

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

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

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

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

**SHIRE OF WICKEPIN**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 30 April 2018**

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

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

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

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

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

***Borrowing Costs***

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

**(n) Provisions**

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

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

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

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

**SHIRE OF WICKEPIN**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 30 April 2018**

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

**(p) Nature or Type Classifications**

**Rates**

All rates levied under the Local Government Act 1995. Includes general, differential, specific area rates, minimum rates, interim rates, back rates, ex-gratia rates, less discounts offered. Exclude administration fees, interest on instalments, interest on arrears and service charges.

**Operating Grants, Subsidies and Contributions**

Refer to all amounts received as grants, subsidies and contributions that are not non-operating grants.

**Non-Operating Grants, Subsidies and Contributions**

Amounts received specifically for the acquisition, construction of new or the upgrading of non-current assets paid to a local government, irrespective of whether these amounts are received as capital grants, subsidies, contributions or donations.

**Profit on Asset Disposal**

Profit on the disposal of assets including gains on the disposal of long term investments. Losses are disclosed under the expenditure classifications.

**Fees and Charges**

Revenues (other than service charges) from the use of facilities and charges made for local government services, sewerage rates, rentals, hire charges, fee for service, photocopying charges, licences, sale of goods or information, fines, penalties and administration fees. Local governments may wish to disclose more detail such as rubbish collection fees, rental of property, fines and penalties, other fees and charges.

**Service Charges**

Service charges imposed under Division 6 of Part 6 of the Local Government Act 1995. Regulation 54 of the Local Government (Financial Management) Regulations 1996 identifies the These are television and radio broadcasting, underground electricity and neighbourhood surveillance services. Exclude rubbish removal charges. Interest and other items of a similar nature received from bank and investment accounts, interest on rate instalments, interest on rate arrears and interest on debtors.

**Interest Earnings**

Interest and other items of a similar nature received from bank and investment accounts, interest on rate instalments, interest on rate arrears and interest on debtors.

**Other Revenue / Income**

Other revenue, which can not be classified under the above headings, includes dividends, discounts, rebates etc.

**Employee Costs**

All costs associate with the employment of person such as salaries, wages, allowances, benefits such as vehicle and housing, superannuation, employment expenses, removal expenses, relocation expenses, worker's compensation insurance, training costs, conferences, safety expenses, medical examinations, fringe benefit tax, etc.

**Materials and Contracts**

All expenditures on materials, supplies and contracts not classified under other headings. These include supply of goods and materials, legal expenses, consultancy, maintenance agreements, communication expenses, advertising expenses, membership, periodicals, publications, hire expenses, rental, leases, postage and freight etc. Local governments may wish to disclose more detail such as contract services, consultancy, information technology, rental or lease expenditures.

**Utilities (Gas, Electricity, Water, etc.)**

Expenditures made to the respective agencies for the provision of power, gas or water. Exclude expenditures incurred for the reinstatement of roadwork on behalf of these agencies.



**SHIRE OF WICKEPIN**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 30 April 2018**

**1. SIGNIFICANT ACCOUNTING POLICIES (Continued)****(q) Nature or Type Classifications (Continued)****Insurance**

All insurance other than worker's compensation and health benefit insurance included as a cost of employment.

**Loss on asset disposal**

Loss on the disposal of fixed assets.

**Depreciation on non-current assets**

Depreciation expense raised on all classes of assets.

**Interest expenses**

Interest and other costs of finance paid, including costs of finance for loan debentures, overdraft accommodation and refinancing expenses.

**Other expenditure**

Statutory fees, taxes, provision for bad debts, member's fees or levies including WA Fire Brigade Levy and State taxes. Donations and subsidies made to community groups.

**(r) Statement of Objectives**

Council has adopted a 'Plan for the future' comprising a Strategic Community Plan and Corporate Business Plan to provide the long term community vision, aspirations and objectives.

Based upon feedback received from the community the vision of the Shire is:

*A Fortunate Place.*

*"Wickepin offers a safe, pleasant healthy lifestyle, with a community that has strong sporting and social*

The Strategic Community Plan defines the key objectives of the Shire as:

- (1) Social – This theme describes the social aspects of life in the Shire incorporating community safety, recreation and leisure, as well as arts, culture and heritage.*
- (2) Environmental – This theme relates to valuing the environment, including natural resource management; sustainable land use, waste management, and recycling.*
- (3) Economic – This theme describes infrastructure planning, transport infrastructure, facilities and services and asset management and inclusive community engagement*
- (4) Civic leadership – This theme describes how the Shire embraces a culture of leadership, customer service .*

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

**(s) GOVERNANCE**

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

**GENERAL PURPOSE FUNDING**

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

**LAW, ORDER, PUBLIC SAFETY**

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

**HEALTH**

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

**SHIRE OF WICKEPIN**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 30 April 2018**

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

**(s) Reporting Programs (Continued)**

**HOUSING**

Provision and maintenance of rented housing accommodation for pensioners and employees.

**COMMUNITY AMENITIES**

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

**RECREATION AND CULTURE**

Parks, gardens and recreation reserves, library services, swimming facilities, walk trails, public halls and Community Centre.

**TRANSPORT**

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

**ECONOMIC SERVICES**

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

**OTHER PROPERTY & SERVICES**

Plant works, plant overheads and stock of materials.

Council Meeting  
**SHIRE OF WICKEPIN**  
**NOTES TO FINANCIAL ACTIVITY STATEMENT**  
**For the Period Ended 30 April 2018**

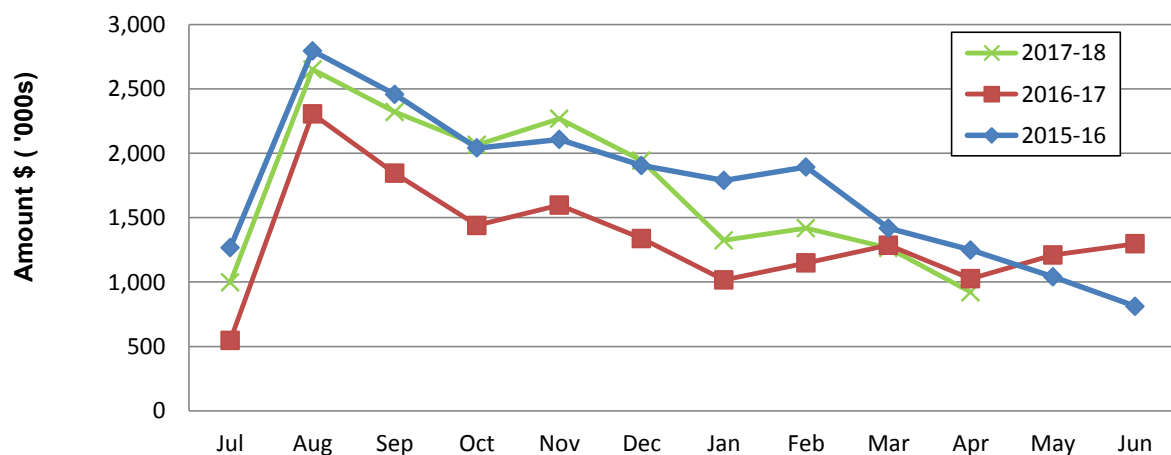
**Note 2: EXPLANATION OF MATERIAL VARIANCES**

Reporting Program	Var. \$	Var. %	Var.	Timing/ Permanent	Explanation of Variance
<b>Operating Revenues</b>	\$	%			
General Purpose Funding - Other	(19,653)	(3.30%)		Timing	Budget input method (monthly rather than quarterly) as well as actual to be more than budget
Law, Order and Public Safety	(294,111)	(79.64%)	▼	Timing	Grant not received for Fire Truck
Housing	(99,920)	(43.86%)	▼	Permanent	Budget includes profit on disposal of 5 Smith Street, which is unsold
Community Amenities	24,419	16.12%	▲	Timing	Budget input method for rubbish charges monthly rather than when rates due
Recreation and Culture	(19,846)	(41.21%)	▼	Permanent	Pool grant not received
Transport	21,918	2.31%		Timing	Timing of receiving road grants
Other Property and Services	(15,913)	(29.85%)	▼	Timing	
<b>Operating Expense</b>					
<b>Governance</b>	81,244	18.88%	▼	Timing	Consulting fees, depreciation, legal expenses
General Purpose Funding	1,413	2.02%		Timing	Valuation expenses for revaluation May
Law, Order and Public Safety	54,681	27.85%	▼	Timing	Insurance paid full year. Reduced exp fire prevention, dog control and loss on sale of assets not realised until fire truck disposed.
Health	6,519	25.58%	▼	Timing	Reduced expenditure Environmental Health
Education and Welfare	5,602	31.63%	▼	Timing	Community Development Project not fully expended
Housing	6,185	3.49%		Timing	Staff housing subsidy paid full year. Reduced depreciation.
Community Amenities	68,382	18.22%	▼	Timing	Reduced depreciation. Reduced expenditure on rubbish tips and sewerage maintenance expenses. Reduced Landvision expenses
Recreation and Culture	246,765	23.98%	▼	Timing	Reduced expenditure depreciation, pool maintenance and oval maintenance.
Transport	335,593	8.22%	▼	Timing	Townscape projects not completed. Decreased depreciation, tree pruning and road maintenance.
Economic Services	87,528	34.35%	▼	Timing	Reduced expenditure depreciation, Wickepin caravan park maintenance and standpipes. Reduced building control.
Other Property and Services	22,836	129.60%	▼	Timing	Insurance paid full year, outside staff training. Staff bonus paid including inside staff. Reduce fuel & oil expenditure
<b>Capital Revenues</b>					
Grants, Subsidies and Contributions	(223,327)	(21.47%)	▼	Timing	Grants not received for Tincurrin Fire Truck and road grants.
Proceeds from Disposal of Assets	(106,404)	(37.54%)	▼	Timing	Asset purchases and disposals not completed.
<b>Capital Expenses</b>					
Land and Buildings	50,554	33.15%	▼	Timing	Projects not completed as yet
Infrastructure - Roads	(71,520)	(7.58%)	▲	Timing	projects not completed as yet
Infrastructure - Public Facilities	0				
Infrastructure - Footpaths	33	0.12%		Timing	Projects not completed as yet
Plant and Equipment	(49,094)	(10.24%)	▲	Timing	Plant and equip not purchased as yet
Furniture and Equipment	(9,333)	(31.11%)	▲	Timing	Furniture and equip not purchased as yet.
<b>Financing</b>					
Loan Principal	(10,152)	(73.03%)	▲	Timing	Input method of budget monthly.

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
For the Period Ended 30 April 2018

**Note 3: NET CURRENT FUNDING POSITION**

		Positive=Surplus (Negative=Deficit)		
		YTD 30 Apr 2018	30 June 2017	YTD 29 Apr 2017
Note				
		\$	\$	\$
<b>Current Assets</b>				
	4	1,215,085	1,441,513	975,440
Cash Unrestricted				
	4	1,666,595	1,647,429	1,274,113
Cash Restricted				
	6	35,345	19,522	73,835
Receivables - Rates				
	6	48,747	18,556	112,223
Receivables -Other				
Interest / ATO Receivable/Trust		30,374	25,649	27,693
Inventories			0	0
		2,996,147	3,152,668	2,463,304
<b>Less: Current Liabilities</b>				
		(206,308)	(78,464)	(26,842)
Payables				
		(201,537)	(201,537)	(144,743)
Provisions				
		(407,846)	(280,001)	(171,586)
Less: Cash Reserves	7	(1,666,595)	(1,647,429)	(1,274,113)
<b>Net Current Funding Position</b>		<b>921,706</b>	<b>1,225,239</b>	<b>1,017,605</b>

**Note 3 - Liquidity Over the Year****Comments - Net Current Funding Position**

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
For the Period Ended 30 April 2018**Note 4: CASH AND INVESTMENTS**

	Interest Rate	Unrestricted \$	Restricted \$	Trust \$	Total Amount \$	Institution	Maturity Date
<b>(a) Cash Deposits</b>							
Municipal Bank Account	0.00%	796,752			796,752	ANZ	At Call
Reserve Bank Account	0.00%		63,283		63,283	ANZ	At Call
Trust Bank Account	0.00%			35,293	35,293	ANZ	At Call
Cash On Hand	Nil	700			700	N/A	On Hand
<b>(b) Term Deposits</b>							
Municipal					0		
Municipal					0		
Municipal	1.45%	417,633			417,633	WA Treasury	At Call
Reserve	2.35%		1,603,312		1,603,312	ANZ	30.06.2018
Trust	2.10%			74,706	74,706	ANZ	30.06.2018
<b>Total</b>		<b>1,215,085</b>	<b>1,666,595</b>	<b>109,999</b>	<b>2,991,679</b>		

**Comments/Notes - Investments**

**Note 5: BUDGET AMENDMENTS**

Amendments to original budget since budget adoption. Surplus/(Deficit)

GL Account Code	Description	Council Resolution	Classification	Non Cash Adjustment	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
	Budget Adoption		Opening Surplus	\$	\$	\$	\$
	Permanent Changes						
	Opening surplus adjustment						
	Changes Due to Timing						
				0	0	0	

**Note 5 (a): BUDGET AMENDMENTS - CORPORATE BUSINESS PLAN LINKAGE**

A number of additional operating actions were forecast to be undertaken during the current period of the Corporate Business Plan CBP which result in additional operating expenditure or revenue. The additional activities for the current year are summarised below along with the amount included within the budget and budget amendments.

Strategy Ref	Strategy	Action Ref	Action	2016-17 per CBP	Adopted Budget	Amended Budget	YTD Expenditure
Total				-	-	-	-

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
For the Period Ended 30 April 2018

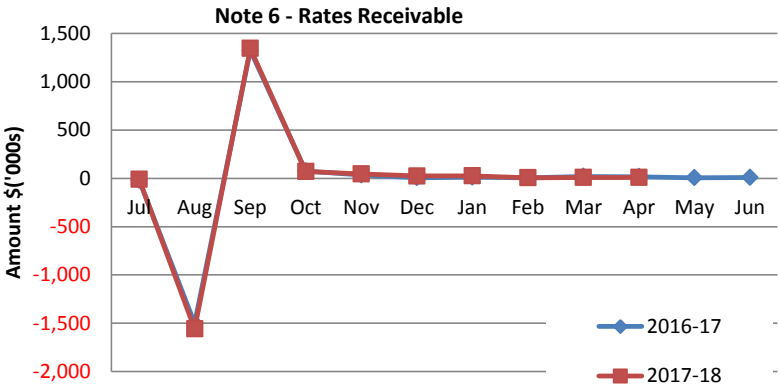
**Note 6: RECEIVABLES**

**Receivables - Rates Receivable**

Opening Arrears Previous Years  
Levied this year  
Less Collections to date  
Equals Current Outstanding

**Net Rates Collectable**  
% Collected

YTD 30 Apr 2018	30 June 2017
\$	\$
19,522	25,543
1,527,205	1,497,589
(1,511,382)	(1,503,610)
35,345	19,522
35,345	19,522
97.71%	98.72%



Comments/Notes - Receivables Rates

**Receivables - General**

Receivables - General

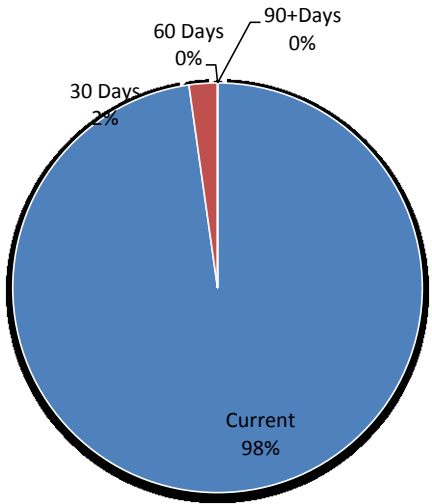
Current	30 Days	60 Days	90+Days
\$	\$	\$	\$
47,658	1,090	0	0

**Total Receivables General Outstanding**

**48,747**

Amounts shown above include GST (where applicable)

**Note 6 - Accounts Receivable (non-rates)**



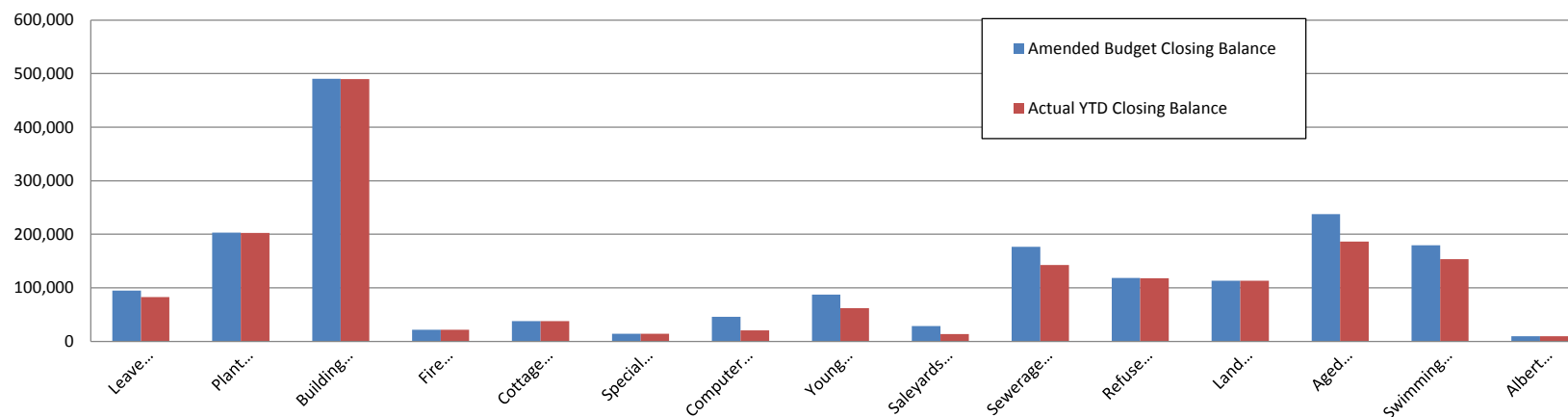
Comments/Notes - Receivables General



**SHIRE OF WICKEPIN**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 30 April 2018**

**Note 7: Cash Backed Reserve**

2017-18										
Name	Opening Balance	Amended Budget Interest Earned	Actual Interest Earned	Amended Budget Transfers In (+)	Actual Transfers In (+)	Amended Budget Transfers Out (-)	Actual Transfers Out (-)	Transfer out Reference	Amended Budget Closing Balance	Actual YTD Closing Balance
	\$	\$	\$	\$	\$	\$	\$		\$	\$
Leave Reserve	81,572	1,260	949	12,000					94,832	82,521
Plant Replacement Reserve	200,182	2,694	2,329						202,876	202,511
Building Reserve	483,980	6,514	5,631						490,494	489,611
Fire Fighting Reserve	21,123	284	246						21,407	21,369
Cottage Homes Reserve	37,172	500	432						37,672	37,604
Special Events Reserve	14,010	189	163						14,199	14,173
Computer Reserve	20,087	606	234	25,000					45,693	20,321
Young Singles Accommodation Reserve	61,296	1,162	713	25,000					87,458	62,009
Saleyards Reserve	13,190	379	153	15,000					28,569	13,343
Sewerage Reserve	141,033	2,342	1,641	32,980					176,355	142,674
Refuse Reserve	116,703	1,571	1,358						118,274	118,061
Land Development Reserve	111,712	1,504	1,300						113,216	113,012
Aged Persons Accommodation Reserve	184,185	3,152	2,143	50,000					237,337	186,328
Swimming Pool Reserve	151,819	2,380	1,766	25,000					179,199	153,585
Albert Facey Homestead Reserve	9,364	126	109						9,490	9,473
Fuel Facility	0	337		25,000				Res 160817-22	25,337	0
	<b>1,647,428</b>	<b>25,000</b>	<b>19,167</b>	<b>209,980</b>	<b>0</b>	<b>0</b>	<b>0</b>		<b>1,882,408</b>	<b>1,666,595</b>

**Note 7 - Year To Date Reserve Balance to End of Year Estimate**

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
For the Period Ended 30 April 2018

## Note 8 CAPITAL DISPOSALS

Actual YTD Profit/(Loss) of Asset Disposal				Disposals	Amended Current Budget			Comments		
					YTD 30 04 2018					
Cost	Accum Depr	Proceeds	Profit (Loss)		Amended Annual Budget Profit/(Loss)	Actual Profit/(Loss)	Variance			
\$	\$	\$	\$	Plant and Equipment						
37,634	(3,789)	36,606	2,761	P0AE	CEO Vehicle	(1,600)	2,761	4,361	GL 102230.72	
	(2,400)			P0AF	CEO Vehicle	(2,200)	0	2,200	GL 102230.72	
48,000	(7,220)	14,545	(26,235)	P2473	Hino 300 Series 6 Wheel Truck	(28,364)	(26,235)	2,129	GL 160020.72	
118,000	(17,748)	95,000	(5,252)	P813	Cat Grader	(13,293)	(5,252)	8,041	GL 160020.72	
	(6,600)			P2R	MWS Colorado	(9,000)	0	9,000	GL 160020.72	
28,000	(5,247)	30,909	8,156	P2QF	Facey Group Utility	3,560	8,156	4,596	GL 160030.70	
	(4,900)			P182	Tincurrin Fire Truck	(44,100)	0	44,100	GL 160030.70	
			0	Land & Buildings				0	0	
	(27,000)				5 Smith Street	152,000	0	(152,000)	GL 139730.70	
231,634	(74,904)	177,060	(20,570)					57,003	(20,570)	(77,573)

Comments - Capital Disposal/Replacements

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
For the Period Ended 30 April 2018

## Note 9: RATING INFORMATION

RATE TYPE	Rate in \$	Number of Properties	Rateable Value \$	Rate Revenue \$	Interim Rates \$	Back Rates \$	Total Revenue \$	Amended Budget Rate Revenue \$	Amended Budget Interim Rate \$	Amended Budget Back Rate \$	Amended Budget Total Revenue \$
<b>Differential General Rate</b>											
GRV	0.0703	195	1,823,479	128,194	398	969	127,623	128,194	1,200		129,394
UV	0.0104	275	126,777,235	1,322,287			1,322,287	1,322,287	500		1,322,787
Mining UV											
<b>Sub-Totals</b>		470	128,600,714	1,450,481	398	969	1,449,910	1,450,481	1,700	0	1,452,181
<b>Minimum Payment</b>	<b>Minimum \$</b>										
GRV		390	83,554	24,180			24,180	24,180			24,180
UV		390	279,569	5,460			5,460	5,460			5,460
Mining UV											
<b>Sub-Totals</b>		780	363,123	29,640	0	0	29,640	29,640	0	0	29,640
Ex Gratia Rates							1,479,550				1,481,821
Discount							8,454				8,454
Rates Writeoffs							(128,401)				(132,500)
							(58)				(100)
<b>Amount from General Rates</b>							<b>1,359,545</b>				<b>1,357,675</b>
Specified Area Rates											
<b>Totals</b>							<b>1,359,545</b>				<b>1,357,675</b>

Comments - Rating Information

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
For the Period Ended 30 April 2018

## 10. INFORMATION ON BORROWINGS

## (a) Debenture Repayments

Particulars	Principal 1-Jul-17	New Loans	Principal Repayments		Principal Outstanding		Interest Repayments		Loan Completion Date
			Actual \$	Amended Budget \$	Actual \$	Amended Budget \$	Actual \$	Amended Budget \$	
Loan 100 - CEO Residence	69,933		18210	21,960	51,723	47,973	3024	3,520	24/06/2020
Loan 102 - WD Sports Club SS Greens	38,805		5844	5,844	32,961	32,961	1494	1,494	17/01/2023
	108,738	0	24,054	27,804	84,684	80,934	4,518	5,014	

All debenture repayments were financed by general purpose revenue.

## (b) New Debentures

No new debentures were raised during the reporting period.

**SHIRE OF WICKEPIN**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 30 April 2018**

**Note 11: GRANTS AND CONTRIBUTIONS**

Program/Details GL	Grant Provider	Approval	2017-18 Amended Budget	Variations Additions (Deletions)	Operating	Capital	Recoup Status	
							Received	Not Received
		(Y/N)	\$	\$	\$	\$	\$	\$
<b>GENERAL PURPOSE FUNDING</b>								
Grants Commission - General	WALGGC	Y	442,492	0	442,492	0	357,625	84,867
Grants Commission - Roads	WALGGC	Y	222,810	0	222,810	0	173,981	48,830
<b>LAW, ORDER, PUBLIC SAFETY</b>								
FESA Grant - Operating Bush Fire Brigade	Dept. of Fire & Emergency Serv.	Y	21,300	0	21,300	0	29,113	(7,813)
FESA Grant - Tincurrin Fire Truck	Dept. of Fire & Emergency Serv.	Y	369,400	0		369,400	0	369,400
<b>HOUSING</b>								
Grants - Aged Housing	Regional Development & Lands	Y	28,540			28,540	28,541	(1)
<b>COMMUNITY AMENITIES</b>								
<b>RECREATION AND CULTURE</b>								
Grants - Swimming Pool	Community Pool Revitalisation	N	32,000	0	32,000	0	0	32,000
Grants - Kidsport	Department of Sport and Rec	Y	5,000	0	5,000		2,000	3,000
WW1 History Research	Department of Veterans Affairs	Y	0	0	0		4,000	(4,000)
<b>TRANSPORT</b>								
Contributions - Road Projects	Blackspot Funding State	Y	168,170	0	0	168,170	134,540	33,630
Roads To Recovery Grant - Cap	Roads to Recovery	Y	471,857	0	0	471,857	471,857	0
RRG Grants - Capital Projects	Regional Road Group	Y	210,371	0	0	210,371	210,536	(165)
Direct Grant - Maintenance	Dept. of Transport	Y	68,502	0	68,502	0	68,502	0
<b>EDUCATION</b>								
	RDA movie nights	Y	4,200		4,200		3,191	1,009
<b>TOTALS</b>			<b>2,044,642</b>	<b>0</b>	<b>796,304</b>	<b>1,248,338</b>	<b>1,483,885</b>	<b>560,757</b>

Operating  
Non-Operating

Operating  
Non-operating

796,304  
1,248,338  
2,044,642

666,952  
816,933  
1,483,885

**SHIRE OF WICKEPIN**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 30 April 2018**

**Note 12: TRUST FUND**

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

Description	Opening Balance 1 Jul 17	Amount Received	Amount Paid	Closing Balance 30-Apr-18
	\$	\$	\$	\$
Housing Bonds	0	2,130	(2,130)	0
Master Key Deposits	0	1,200	(600)	600
Special Plates	0	0	0	0
Land Sales	0	0	0	0
Nomination Deposits	0	27,850	(27,850)	0
Building and BCITF	0	165	(165)	0
Ram Pavillion	0	0	0	0
LCDC Landcare	0	0	0	0
Cat/Dog Trap Hire	0	250	(150)	100
WDSC Replacement Greens	69,613	13,657	0	83,270
Kidsport	0	0	0	0
Albert Facey Homestead	0	0	0	0
Miscellaneous Trust	2,329	390	(390)	2,329
Yealering Bowling Club Greens	15,800	7,900	0	23,700
Licensing		27,850	(27,850)	0
	<b>87,742</b>	<b>81,392</b>	<b>(59,135)</b>	<b>109,999</b>



SHIRE OF WICKEPIN  
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
For the Period Ended 30 April 2018

Note 13: CAPITAL ACQUISITIONS

		30/04/2018					
		Amended Annual Budget	Amended YTD Budget	YTD Actual	Variance (Under)/Over	YTD Actual (Renewal Exp)	Strategic Reference / Comment
	<b>Infrastructure Assets</b>						
	Land for Resale						
	Community Amenities						
	Community Amenities Total	0	0	0	0	0	
○	Land for Resale Total	0	0	0	0	0	
	<b>Land &amp; Buildings</b>						
	Housing						
○	Upgrade Cottage Homes	CLCH1 (100,000)	(113,330)	(58,427)	54,903	0	
○	7 Smith Street Roof	LHS2C (22,000)	(18,330)	(20,100)	(1,770)	0	
	5 Smith St	LHS11C		(8,127)	(8,127)		
	7 Rintel St	LHS1C		(3,500)	(3,500)		
	Housing Total	(122,000)	(131,660)	(90,154)	41,506	0	
	Community Amenities						
○	Wickepin Cemetery Upgrade	WCU1 0	0	0	0	0	
○	Harrismith Cemetery Upgrade	HCU1 (20,000)	(16,660)	0	16,660	0	
	Wickepin Districts Sports Club Tennis Kitchen	WDCCC 0	0	(11,771)	(11,771)		
○	CAC new car port	WBC3 (5,000)	(4,160)	0	4,160		
	Community Amenities Total	(25,000)	(20,820)	(11,771)	9,049		
○	Recreation And Culture Total	0	0	0	0		
	Transport						
○	Transport Total	0	0	0	0		
	Economic Services						
○	Economic Services Total	0	0	0	0		
○	Land and Buildings Total	(147,000)	(152,480)	(101,926)	50,554	0	
	<b>Footpaths</b>						
	Transport						
○	Walk Trails	LWW1 0	0	(13,324)	(13,324)		
○	Footpaths Wickepin	LFP1 (32,843)	(27,360)	(13,888)	13,472		
○	Footpaths Yealering	LFP2 0	0	(115)	(115)		
○	Transport Total	(32,843)	(27,360)	(27,327)	33	0	
○	Footpaths Total	(32,843)	(27,360)	(27,327)	33	0	
	<b>Furniture &amp; Office Equip. Governance</b>						
○					0	0	
○					0	0	
○	Governance Total	0	0	0	0	0	
	Housing						
●	Lifestyle Village Capital	CLCH2 (36,000)	(30,000)	(39,333)	(9,333)	0	
○		0	0	0	0	0	
○		0	0	0	0	0	
○	Housing Total	(36,000)	(30,000)	(39,333)	(9,333)	0	
○	Furniture & Office Equip. Total	(36,000)	(30,000)	(39,333)	(9,333)	0	
	<b>Plant , Equip. &amp; Vehicles Governance</b>						

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
For the Period Ended 30 April 2018

## Note 13: CAPITAL ACQUISITIONS

30/04/2018							
		Amended Annual Budget	Amended YTD Budget	YTD Actual	Variance (Under)/Over	YTD Actual (Renewal Exp)	Strategic Reference / Comment
Infrastructure Assets							
Holden Colorado CEO POAF and POAG	1064	(70,364)	(58,630)	(37,970)	20,660	0	
<b>Governance Total</b>		<b>(70,364)</b>	<b>(58,630)</b>	<b>(37,970)</b>	<b>20,660</b>	<b>0</b>	
Community Amenities							
Law, Order And Public Safety							
4x4 Broadacre Firetruck - Tincurrin	1184	(369,400)	(307,830)	0	307,830	0	Held over from 2016/17
<b>Law, Order and Public Safety Total</b>		<b>(369,400)</b>	<b>(307,830)</b>	<b>0</b>	<b>307,830</b>	<b>0</b>	
Recreation And Culture							
<b>Recreation And Culture Total</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
Transport							
Hino 300 Maintenance Truck	6034	(71,470)	(29,779)	(74,668)	(44,889)	0	
P813 Grader	6034	(353,000)	(147,083)	(336,700)	(189,617)	0	
P2433 Bin for Truck Tray	6034	(9,500)	(3,958)	(9,500)	(5,542)	0	
MWS Nissan Navara or Colorado	6034	(43,015)	(17,923)	(49,091)	(31,168)	0	
Facey Group Ute	6034	(28,000)	(11,667)		11,667	0	
Depot Hoist	LDP1	(13,000)	(10,830)	(13,385)	(2,555)		
<b>Transport Total</b>		<b>(517,985)</b>	<b>(420,790)</b>	<b>(483,344)</b>	<b>353,557</b>	<b>0</b>	
Economic Services							
		0	0	(7,200)	(7,200)	0	
<b>Economic Services Total</b>		<b>0</b>	<b>0</b>	<b>(7,200)</b>	<b>(7,200)</b>	<b>0</b>	
<b>Plant , Equip. &amp; Vehicles Total</b>		<b>(957,749)</b>	<b>(479,420)</b>	<b>(528,514)</b>	<b>367,017</b>	<b>0</b>	
Infrastructure Other							
Recreation and Culture							
<b>Recreation And Culture Total</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
Community Amenity							
Sewerage Dam	LEDC	(15,500)	(12,910)	(11,127)	1,783	0	carried over from 2016/17
<b>Community Amenity Total</b>		<b>(15,500)</b>	<b>(12,910)</b>	<b>(11,127)</b>	<b>1,783</b>	<b>0</b>	
<b>Public Facilities Total</b>		<b>(15,500)</b>	<b>(12,910)</b>	<b>(11,127)</b>	<b>1,783</b>	<b>0</b>	
Roads							
Transport Regional Road Group							
Wickepin Corrigin Road	RG001	(86,997)	(72,490)	(94,381)	(21,891)	0	
Wickepin Harrismith Road	RG002	(95,000)	(79,160)	(107,672)	(28,512)	0	
Pingelly Wickepin Road	RG003	(133,560)	(111,300)	(179,999)	(68,699)	0	
<b>Regional Road Group Total</b>		<b>(315,557)</b>	<b>(262,950)</b>	<b>(382,052)</b>	<b>(119,102)</b>	<b>0</b>	
Transport Roads to Recovery							
Wickepin Corrigin Road	R2R001	(69,813)	(58,170)	(25,837)	32,333	0	
Cemetery Road	R2R057	(50,006)	(41,670)	(17,605)	24,065	0	
Wickepin North Road	R2R015	(90,875)	(75,720)	(63,829)	11,891	0	
Elsinore Road	R2R033	(50,341)	(41,950)	(18,109)	23,841	0	
Henry Street	RR38	(12,494)	(10,410)	(15,446)	(5,036)	0	
Dalton Street	R2115	(10,000)	(8,330)	(8,966)	(636)	0	
Roberts Street	R2R116	(10,000)	(8,330)	(7,566)	764	0	
Connor Street	R2R118	(7,446)	(6,200)	(9,112)	(2,912)	0	
Coxon Street	R2R122	(2,700)	(2,250)	(6,346)	(4,096)	0	
Tincurrin South Road	R2R016	(25,448)	(21,200)	(38,273)	(17,073)	0	
Tincurrin North Road	R2R011	(42,286)	(35,230)	(31,492)	3,738	0	
Line Road	RR13	(5,448)	(4,540)	(64,243)	(59,703)	0	
Malyalling Road	R2R036	(95,000)	(79,160)	(66,700)	12,460		
<b>Roads to Recovery Total</b>		<b>(471,857)</b>	<b>(393,160)</b>	<b>(373,525)</b>	<b>19,635</b>	<b>0</b>	
Transport Black Spot							
Line Road	BS008	(228,355)	(190,290)	(231,467)	(41,177)		



NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
For the Period Ended 30 April 2018

## Note 13: CAPITAL ACQUISITIONS

30/04/2018							
		Amended Annual Budget	Amended YTD Budget	YTD Actual	Variance (Under)/Over	YTD Actual (Renewal Exp)	Strategic Reference / Comment
○ Infrastructure Assets							
○ Kirk Rock/ Dalton Road	Bs014	(23,900)	(19,910)	(18,996)	914	0	
○ Blackspot Total		(252,255)	(210,200)	(250,463)	(40,263)	0	
○ Council Resources Construction							
○ Harrismith South	CO026	(43,005)	(35,830)	(3,000)	32,830	0	
○ Drainage and Headwalls	CODAH	(50,000)	(41,660)	(6,280)	35,380	0	
○ Council Resources Construction Total		(93,005)	(77,490)	(9,280)	68,210	0	
○ Roads Total		(1,132,674)	(943,800)	(1,015,320)	(71,520)	0	
● Capital Expenditure Total		(2,321,766)	(1,645,970)	(1,723,547)	338,533	0	

## Governance, Audit and Community Services

**10.2.03 – Facey Group Agreement**

Submission To:	Ordinary Council
Location/Address:	Wickepin Shire
Name of Applicant:	Mark J Hook, Chief Executive Officer
File Reference:	CS.AGR.300
Author:	Mark J Hook, Chief Executive Officer
Disclosure of any Interest:	Nil
Date of Report:	1 May 2018

**Enclosure/Attachments:**

Proposed Facey Group Agreement to 30 June 2021

**Summary:**

Council is being requested to enter into a three year agreement from 1 July 2018 with the Facey Group based on the previous three year agreement as attached under separate cover.

**Background**

This item was presented to Council on 18 April 2018 but was unable to be discussed as the following Councillors declared a financial interest and left the room. This meant that there were not enough Councillors to form a quorum.

1. Cr Sarah Hyde
2. Cr Steve Martin
3. Cr Wes Astbury
4. Cr Nathan Astbury
5. Cr Gerri Hinkley

The CEO has requested the Executive Director of the Department of Local Government for Ministerial approval under section 5.69 of the Local Government Act 1995 to allow for this matter to be dealt with at the ordinary meeting of Council to be held on 16 May 2018.

At the writing of this report no approval had been received from the Minister.

Following is the email advice given by Stuart Fraser, Principal Advisory Officer – Local Government, Department of Local Government, Sport and Cultural Industries, received on the 20/04/2018.

*Based on the information provided it is the Department's view that Cr Sarah Hide clearly has a financial interest as she is a paid employee of the Facey Group and as an employee her employer is considered a "Closely Associated" person under the financial interest provisions of the LG Act. Whilst Cr Gerri Hinkley, Cr Steve Martin, Cr Wes Astbury and Cr Nathan Astbury are members of the Facey Group and section 5.63(1)(f)*

*states:*

*An interest arising only because the relevant person is, or intends to become, a member or office bearer of a body with non-profit making objects.*

*There are other considerations that arise in regard to their membership which are:*

- *to keep farms healthy and **profitable** into the future;*

- *common goal of improving **profitability** of farming;*
- **MEMBERSHIP BENEFITS**
  - ***Quality training targeted to your needs.***
  - *Hosting the Facey Group satellite site or other trail sites with access to all data.*
  - ***Free or reduced entry to field days, seminars and workshops for every person in your farm business.***
  - *Exclusive invitations to educational forums.*
  - ***Free exclusive copies of field day & trial result booklets.***
  - *Attracting funding for environmental works.*
  - *Obtaining funding through the aid of Facey Group staff.*
  - *Working with funding bodies that provide unique information and technical expertise to Facey Group members.*
  - *Attend world class events throughout Australia.*
  - ***Networking with outstanding sponsors, who work with the Facey Group to benefit members.***

*If the above benefits are without fees or charges and are meant to be included in the \$385 annual membership fee there is a potential for the conferral of a financial benefit to the council members without full consideration in return. If the benefit is being conferred on the council member without full consideration in return and the residue of the value of that benefit exceeds \$200 then it is likely to constitute a "gift" in terms of the LG Act which needs to be disclosed in the online Gifts Register under section 5.82 of the Act.*

*It should also be noted that the Act states:*

*5.62. Closely associated persons*

*(1) For the purposes of this Subdivision a person is to be treated as being closely associated with a relevant person if —*

- (eb) the relevant person is a council member and since the relevant person was last elected the person —*
- (i) gave to the relevant person a gift that section 5.82 requires the relevant person to disclose*

*Given that the above aspects appear to be relevant to this matter, it is our view that there is likely to exist a financial interest by way of financial benefits for the other four council members which should not be ignored.*

*It is therefore suggested by the Department that it would be prudent for an application to be made for all five members to participate in the decision making process in regard to the matter concerning the Shire entering into the Agreement – MOU with the Facey Group.*

*Please note that the above information is not legal advice and should not be relied upon as such. It is the view and opinion of Department officers based on their experience and understanding in working with the legislation.*

The Facey Group is a farmer run group that aims to improve on-farm practice to keep farms healthy and profitable into the future.

The group conducts trials, demonstrations and extension works in the local region in addition to tailoring training that enables farmers to adopt practices which they see as beneficial and with the potential to increase their production, resulting in increased profits.

Based in Wickpin, the Facey Group is an innovative, highly motivated, organised and well-resourced grower group with a strong focus on the local region in addition to being involved with one of the best recognised and progressive grower groups in Australia.

The Facey Group works with its members, sponsors, partners, industry and government who are all integral facets of the success of the Facey Group.

Attached under separate cover is the proposed Facey Group Agreement from the Facey Group Committee. The CEO received the following letter from the Facey Group regarding a new three year agreement:



Community Agricultural Centre  
PO Box 129 Wickepin WA 6370  
Ph: (08) 9888 1223 Fax: (08) 9888 1295  
ABN: 59 136 484 550  
Email: [eo@faceygroup.org.au](mailto:eo@faceygroup.org.au)  
Website: [www.faceygroup.org.au](http://www.faceygroup.org.au)

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9<sup>th</sup> April 2018

Mark Hook  
Chief Executive Officer  
Shire of Wickepin  
77 Wogolin Road  
WICKEPIN WA 6370

Dear Mark,

**Re: Memorandum of Understanding between Shire of Wickepin and Facey Group Inc. for period 2015/16 – 2017/18**

The Facey Group would like to thank the Shire of Wickepin for the contribution to the group for the MOU period from 2015/16 to 2017/18 and continued support of the group and in turn sustainable agriculture within the community and the Shire of Wickepin through this partnership.

The Shire of Wickepin as an agricultural community is well aware of the challenges and uniqueness of the industry and the Facey Group is delighted to share the journey with the support of the Shire of Wickepin. Throughout the MOU period the Facey Group has maintained a significant profile within the agricultural sector through research and extension and is recognized as one of the highest impacting grower groups within Western Australia. Through continued support of sponsors such as the Shire of Wickepin the group is able to continue to benefit the agricultural community locally as well as making significant contributions and being involved collaboratively with other organisations in agriculture within Western Australia and nationally.

The Facey Group attracts national and state wide research and extension activities and interest to the Shire of Wickepin. Through collaborative research projects funded by multiple Research and Development Corporations (RDC's) the Facey Group has delivered on research priorities locally.

During the three (3) year MOU the Facey Group has been involved in the on ground delivery of projects with a focus on frost management and mitigation; lime incorporation techniques, methods of integration and rates; testing of multiple options for soil amelioration across a wide range of soil types; variety trials; fertilizer and nutrition management research; livestock research and the interaction in the mixed farming system; investigation of spatial technologies within the mixed farming system for on ground decision making. A majority of these projects have been of a collaborative approach with a state based delivery; forming stable working relationships for project delivery with research funders such as Grains Research and Development Corporation (GRDC), Council of Grain Growers Organisation (COGGO), universities, Department of Primary Industries and Regional Development (DPIRD), independent organisations and other grower groups. The group was involved in the Grain and Graze project for multiple years through administration at a state level and whilst also delivering on ground research locally; with Grain and Graze 3 finishing up in 2017. The Facey Group is the WA Livestock Research Secretariat, employed by Meat and Livestock Australia (MLA) to deliver on state priorities for

MOU between Shire of Wickepin and Facey Group 2015/16-2017/18

livestock research. These state based administrative roles are critical in ensuring direct alliances with RDC's and building profile of the group in a great capacity external to our immediate region.

The Facey Group currently employs 2.6FTE in a full time Executive Officer, full time Agricultural Research and Extension Coordinator and part time Administration and Finance Manager. The group's employment rate has remained stable within the current MOU period and has provided 3 personnel living within the Shire of Wickpin employment; with 2 of these landholders and all of them being involved in the community and contributing to local business.

Through representation of members from the Wickpin and surrounding communities the Facey Group and Shire of Wickpin are actively promoted within the agricultural industry and in turn benefit from this interaction bringing in external funding opportunities and research locally to our region. Progressive members involved within the agricultural industry at present (to name a few) are:

- Hilary Wittwer and Ashley Wiese – representatives on the GIWA Oat Council
- Ashley Wiese and Gerri Hinkley – representatives on Rabobank Client Council
- Gary Lang – representative on the GRDC National Frost Initiative Advisory Committee, GRDC Crop Updates Advisory Committee and Regional Cropping Solutions Network;
- Roger Newman – Regional Cropping Solutions Network;
- Kelly Pearce – Chair of GGA Strategic Advisory Group, WAMMCO Board, Director of Cooperatives WA, Industry advisory member of the Farming Together Program and WA Farmer Representative on the National Objective Carcass Measurement Committee.
- Sarah Hyde – Board Director of Wheatbelt NRM

At present membership is at a total of 85 entities (inclusive of 77 farm businesses and 8 industry/associate members). Of the total membership at present a majority of members are landholders within the Shire of Wickpin (65% - total of 54 landholders). A spread across other shires is represented by Narrogin (7%), Cuballing (7%), Williams (5%), Dumbleyung (5%), Corrigin (4%), Kulin (4%), Pingelly (1%), Katanning (1%) and WA based (organisations generally located in the metropolitan area but servicing a wide range of the agricultural industry (1%). It should be noted that these figures are based on the base location of the business; and in some instances these farmers lease other properties that are within the Shire of Wickpin outside the original landholding. It should also be mentioned the Corrigin, Pingelly and a majority of the Cuballing landholders; are active community members within the Shire of Wickpin through other avenues (for examples – Yealering Golf Club, Wickpin Football Club, St Johns Ambulance).

Throughout the MOU period the Facey Group has hosted over 32 events within the Shire of Wickpin which has attracted over 1300 attendees to the region, including visiting growers, researchers, industry and other personnel. Of these 32 events, fifteen (15) have utilized the Wickpin Community Centre as venue and five (5) utilized the hire of the Shire Community Bus; which has reflected in hire paid to the Shire of Wickpin for facilities well equipped to host large events. In addition to these events the Facey Group continues to host three (3) annual events which are a trademark to the group, bringing in around 100 attendees to each of these events. The group has been involved in collaborative events throughout the MOU; assisting other organisations in the promotion of an event with a direct access to farming members and community – some examples of these events was an Integrated Weed Management presentation by Pacific Seeds in 2015, Sheep Optimiser Workshop in 2015, Regional Cropping Solutions Network forum in 2016 and PinGWA in 2017 and Innovation Generation in 2018.

The Facey Group recognises the importance of local business and utilises services and stores locally throughout the year with trial programs and events. In addition to local businesses the group also supports local sporting and community groups through providing opportunities to cater or assist at

MOU between Shire of Wickpin and Facey Group 2015/16-2017/18

events as a fundraising activity. A majority of local agricultural businesses are also members of the group; reflective of the value locally for their businesses.

From inception the Facey Group has grown, however as a not-for-profit organisation, we continue to rely on contributions and external funding to ensure that we can continue to deliver to the local community in a professional capacity. Sponsors are important for the day to day running of the group, especially with the competitive nature of the external funding environment, having become more competitive in recent years and with the forecast of this environment to only continue being restricted. The reliance has become greater on obtaining competitive funding opportunities through Levy Paid Funding sources such as GRDC and MLA, rather than the traditional government assisted funding. In reflection of the groups budget breakdown; provided is shows the 2017/18 breakdown for the groups income and expenditure and the spread and reliance on external funding to ensure that we can continue to operate in a professional capacity.

Income	
Sponsorship	13%
Membership	7%
Event Fees	1%
Project Income (includes total for project delivery – inclusive of wage component)	79%

Expenditure	
Major Events	4%
Project Expenses (includes on the project consumables – doesn't factor in the wage component for project delivery)	37%
Human Resources (includes salaries, superannuation, professional development)	49%
Administration (includes postage, phone, printing, insurance, uniforms, general repairs/maintenance, computer software)	6%
General Expenses (includes lease payments, fuel, fees/subscriptions, advertising)	4%

The Facey Group values the continued support of the office premises – Community Agricultural Centre at 40 Wogolin Road, Wickepin and the associated costs as per the current MOU. Through the provision of these premises the Facey Group are situated in a central location for promotion and access. The office premises are highly valued by the committee and staff and we would like to thank the Shire for the ongoing maintenance and upkeep of the premises. Since the renovation of the building in 2013 the building has allowed for us to host our monthly committee meetings in a private and comfortable space and has also allowed us to accommodate meetings with external parties and hosting meetings.

The provision of one executive vehicle is essential to the Facey Group to deliver within projects and to continue to increase the profile of the group and Wickepin community through on-ground work and ensuring that we are able to be involved with activities such as steering committees and industry relevant conferences and training to bring back information relevant to the community. In 2014 the Facey Group increased its requirement for vehicle usage with an increase in contracted project work;

MOU between Shire of Wickepin and Facey Group 2015/16-2017/18

and as such has been thankful for the assistance from the Shire of Wickepin to enable the group to lease a vehicle through fleet arrangements at a discounted rate with that the group would not otherwise have been able to obtain; with the initial vehicle currently being updated through a new lease agreement.

The Facey Group continue to promote progressive farmers within the community and are appreciative of the continued support through the Shire of Wickepin in the allocation of funds for the Progressive Agriculture Award; which is presented as part of the Shire of Wickepin Australia Day annual awards. The award recognizes recipients who have displayed management contribution to sustainable and progressive agriculture in the region, which in turn benefits the greater community and sustainability of the Wickepin agricultural community and surrounding areas.

The Facey Group acknowledges the contribution and support from external funds (specifically sponsorship) throughout our networks and ensure they are actively promoted. Recognition through local networks and beyond through the Facey Group Fortnightly Update, bi-monthly newsletter, and contributions to local papers ensure acknowledgement on a broad scale. The group also actively disseminates information from other groups and sources to its members and the community for the benefit of growers locally.

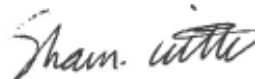
Once again we would like to sincerely thank the Shire of Wickepin for the continued support of the Facey Group and hope to continue developing this relationship into the future to ensure growth locally within the agricultural community and develop links within the greater industry. Please find attached proposal of Memorandum of Understanding for the Shire of Wickepin to consider on the ending of current MOU in June 2018.

The Facey Group look forward to continuing the relationship with the Shire of Wickepin and wish the team a successful year in 2018.

Kind regards,



Sarah Hyde  
Executive Officer



Shaun Wittwer  
President

MOU between Shire of Wickepin and Facey Group 2015/16-2017/18



**Comments:**

The last time the Facey Group Agreement was renewed was at the Governance, Audit and Community Services Committee Meeting held on Wednesday 15 March 2015, under the following Resolution which was later passed and adopted by Council on 18 March 2015 under Resolution No 180315-08.

**Moved Cr Lansdell / Seconded Cr Russell****Shire of Wickepin and Facey Group****AGREEMENT – MEMORANDUM OF UNDERSTANDING****1 July 2015 to 30 June 2018**

Between

**The Shire of Wickepin**, of 77 Wogolin Road, Wickepin,

And

**Facey Group** of 40 Wogolin Road, Wickepin

**Whereby it is agreed as follows:**

That the Shire of Wickepin and the Facey Group agree to the following terms and conditions for the period commencing 1 July 2015 to 30 June 2018.

**1. Office Premises – Community Agricultural Centre, 40 Wogolin Road, Wickepin**

1) The Shire of Wickepin agrees to provide the Facey Group with office premises located at 40 Wogolin Road, Wickepin.

1.1. The Shire of Wickepin agrees to meet the following costs relevant to the provision of office premises:

- Building insurance (excluding contents);
- Water Corporation rates and consumption charges;
- Power usage;
- Cleaning costs; and
- Building maintenance.

1.2 The Facey Group must:

- ensure the building is kept in a clean and tidy state; and
- Provide a list of items requiring annual budget determination to the Shire of Wickepin Administration Centre no later than 30 April of each year.

**2 General Operational Support**

2.1 The Shire of Wickepin agrees to provide the Facey Group the following operational subsidy for the term of the agreement:

- |             |                   |
|-------------|-------------------|
| ■ 2015/2016 | \$20,000 plus GST |
| ■ 2016/2017 | \$20,000 plus GST |
| ■ 2017/2018 | \$20,000 plus GST |

The operational subsidy shall be paid in two equal instalments upon presentation of an invoice by the Facey Group to the Shire. The subsidy shall assist the Facey Group to meet the following operational costs:

- Employment costs – wages & salary;
  - Insurance costs – workers compensation, public liability; and
  - Office expenses – stationery, minor office equipment and consumables, utility charges.
2. The Facey Group will provide the Shire of Wickepin at the commencement of each financial year with certificates of currency for public liability insurance and workers compensation insurance.
- The Facey Group will provide to the Shire of Wickepin as soon as practicable at the completion of each financial quarter a copy of their financial position including but not limited to profit and loss statement and bank reconciliation.

### 3 Provision of Motor Vehicle

- 3.1 The Shire of Wickepin agrees to provide the Facey Group with one executive vehicle for the full term of the agreement. The type of vehicle will be determined by the Shire of Wickepin in consultation with the Executive Committee of the Facey Group. The Shire of Wickepin will meet the full cost of changing over the vehicle in accordance with Shire of Wickepin budget deliberations and Shire of Wickepin plant and equipment replacement policy.

**The Motor Vehicle will be provided on the following conditions:**

- The Facey Group to meet all operational costs associated with the vehicle (fuel, insurance, registration, servicing and other costs associated with normal wear and tear).
- The Facey Group Executive Officer and partner are permitted to use the vehicle for private use. The Facey Group Executive Committee is responsible for overseeing the usage of the vehicle provided.
- The Facey Group to be responsible for all matters relating to FBT for the private use of the vehicle.
- The vehicle may be used by Facey Group Employees and Facey Group Committee Members. The Facey Group Executive Committee is responsible for overseeing the usage of the vehicle provided.
- Other persons may drive the vehicle provided, at the permission of the Facey Group Employees.
- The vehicle shall be kept in a clean and tidy manner at all times, taking into account normal wear and tear.
- Odometer readings shall be noted in Facey Group minutes and forwarded to the Shire of Wickepin.

### 4 Progressive Agriculture Award

The Shire of Wickepin will provide an Annual award to persons from within the Shire of Wickepin judged to have made the greatest contribution to Landcare / Agriculture for the year, as determined by the Facey Group Committee.

The Award shall be to a Maximum value of \$150 for the term of this agreement.

**Carried 4/0**

The only variation from the proposed agreement from the Facey Group and the CEO recommendation is that the CEO has included the following clause.

- 2.2 The Facey Group will provide the Shire of Wickepin at the commencement of each financial year with certificates of currency for public liability insurance and workers compensation insurance.

It is a requirement from our insurers that all persons leasing or utilising Council buildings and services must provide proof that they have some form of insurance for public liability and workers compensation.

This clause was in the previous agreement.

Council budgeted the following in the 2017/2018 adopted budget.

10	PROTECTION OF THE ENVIRONMENT OPERATING EXPENDITURE		Actual 16/17		Budget 16/17		Budget 17/18	
4092	Salary - Facey Group Contribution to Exec Officer	22	20,000	20,000	20,000		20,000	20,000
4132	Community Agricultural Centre		5,867				7,466	
LCAC	Community Agricultural Centre		5,867		6,696			
	Labour	01					1,200	
	Overheads	98					816	
	Utilities	02					950	
	Contracts/Consultants	21					1,555	
	Insurance	06					2,295	
	Annual Facey Group Award	05					150	
	Materials	05		5,867			500	7,466
4142	Vehicle Operating Costs		9,604		12,522			
	Lease payments Easifleet	94					7,197	
	Vehicle Expenses Shire Owned Vehicle	94		9,604			5,000	12,197

**Statutory Environment:**

Not Applicable

**Policy Implications:**

Not Applicable

**Financial Implications:**

No increase proposed to the 2017/2018 Budget estimates

**Strategic Implications:**

Fits within theme 2 of Councils Strategic Plan

**Theme 2 – To ensure the Protection and Improvement of the Environment**

A protected and enhanced environment that is aesthetically beautiful and provides benefits for generations to come

Goal	Action	Measure
<b>2.1 Continue to support and encourage actions taken in relation to environmental problems.</b>	<ul style="list-style-type: none"> <li>Support to the Facey Group relevant to retention of remnant vegetation, salinity control, etc. sustainability, downstream processing, revegetation other functions</li> <li>Continue support for the control of pest plants and vermin.</li> <li>Monitor, review and adhere to the principals of the Roadside Vegetation Conservation Plan</li> </ul>	<ul style="list-style-type: none"> <li>Ensure protection of vegetation on the reserves vested in Council in accordance with Council policy.</li> </ul>

**Recommendations:**

That council formally enters into a three year agreement in accordance with the below mentioned terms commencing from 1 July 2018 in accordance with the following parameters:

**Shire of Wickepin and Facey Group**

**AGREEMENT – MEMORANDUM OF UNDERSTANDING**

**1 July 2018 to 30 June 2021**

Between

The Shire of Wickepin, of 77 Wogolin Road, Wickepin,

And

Facey Group of 40 Wogolin Road, Wickepin

Whereby it is agreed as follows:

That the Shire of Wickepin and the Facey Group agree to the following terms and conditions for the period commencing 1 July 2018 to 30 June 2021.

**1. Office Premises – Community Agricultural Centre, 40 Wogolin Road, Wickepin**

1.1 The Shire of Wickepin agrees to provide the Facey Group with office premises located at 40 Wogolin Road, Wickepin.

1.2. The Shire of Wickepin agrees to meet the following costs relevant to the provision of office premises:

- Building insurance (excluding contents);
- Water Corporation rates and consumption charges;
- Power consumption charges;
- Cleaning costs; and
- Building maintenance.

1.3 The Facey Group must:

- Ensure the building is kept in a clean and tidy state; and
- Provide a list of items requiring annual budget determination to the Shire of Wickepin Administration Centre no later than 30 April of each year.

## 2. General Operational Support

2.1 The Shire of Wickepin agrees to provide the Facey Group the following operational subsidy for the term of the agreement:

- 2018/2019                      \$20,000 plus GST
- 2019/2020                      \$20,000 plus GST
- 2020/2021                      \$20,000 plus GST

The operational subsidy shall be paid in two equal instalments upon presentation of an invoice by the Facey Group to the Shire. The subsidy shall assist the Facey Group to meet the following operational costs:

- Employment costs – wages & salary:
- Insurance costs – workers compensation, public liability: and
- Office expenses – stationery, minor office equipment and consumables, utility charges.

2.3 The Facey Group will provide the Shire of Wickepin at the commencement of each financial year with certificates of currency for public liability insurance and workers compensation insurance

2.4 The Facey Group will provide to the Shire of Wickepin as soon as practicable at the completion of each financial quarter a copy of their financial position including but not limited to profit and loss statement and bank reconciliation.

## 3. Provision of Motor Vehicle

3.1 The Shire of Wickepin agrees to provide the Facey Group with one executive vehicle for the full term of the agreement. The type of vehicle will be determined by the Shire of Wickepin in consultation with the Executive Committee of the Facey Group. The Shire of Wickepin will meet the full cost of changing over the vehicle in accordance with Shire of Wickepin budget deliberations and Shire of Wickepin plant and equipment replacement policy.

### The Motor Vehicle will be provided on the following conditions:

- The Facey Group to meet all operational costs associated with the vehicle (fuel, insurance, registration, servicing and other costs associated with normal wear and tear).
- The Facey Group Executive Officer and partner are permitted to use the vehicle for private use up to a maximum of 1,500km per month. The Facey Group Executive Committee is responsible for overseeing the usage of the vehicle provided.
- The Facey Group to be responsible for all matters relating to FBT for the private use of the vehicle.
- The vehicle may be used by Facey Group Employees and Facey Group Committee Members. The Facey Group Executive Committee is responsible for overseeing the usage of the vehicle provided.
- Other persons may drive the vehicle provided, at the permission of the Facey Group Employees.
- Anyone driving the vehicle shall hold a current Australian Drivers Licence.
- The vehicle shall be kept in a clean and tidy manner at all times, taking into account normal wear and tear.
- Odometer readings shall be noted in Facey Group minutes and forwarded to the Shire of Wickepin.

#### 4. Progressive Agriculture Award

The Shire of Wickpin will provide an Annual award to persons from within the Shire of Wickpin judged to have made the greatest contribution to Landcare / Agriculture for the year, as determined by the Facey Group Committee.

The Award shall be to a Maximum value of \$150 per annum for the term of this agreement

#### Voting Requirements:

Simple Majority

#### Motion:

#### Resolution No

Moved Cr

/ Seconded Cr

That council formally enters into a three year agreement in accordance with the below mentioned terms commencing from 1 July 2018 in accordance with the following parameters:

Shire of Wickpin and Facey Group

#### AGREEMENT – MEMORANDUM OF UNDERSTANDING

1 July 2018 to 30 June 2021

Between

The Shire of Wickpin, of 77 Wogolin Road, Wickpin,

And

Facey Group of 40 Wogolin Road, Wickpin

Whereby it is agreed as follows:

That the Shire of Wickpin and the Facey Group agree to the following terms and conditions for the period commencing 1 July 2018 to 30 June 2021.

1. Office Premises – Community Agricultural Centre, 40 Wogolin Road, Wickpin

1.1 The Shire of Wickpin agrees to provide the Facey Group with office premises located at 40 Wogolin Road, Wickpin.

1.2 The Shire of Wickpin agrees to meet the following costs relevant to the provision of office premises:

- Building insurance (excluding contents);

- Water Corporation rates and consumption charges;
- Power consumption charges;
- Cleaning costs; and
- Building maintenance.

1.3 The Facey Group must:

- Ensure the building is kept in a clean and tidy state; and
- Provide a list of items requiring annual budget determination to the Shire of Wickpin Administration Centre no later than 30 April of each year.

2. General Operational Support

2.1 The Shire of Wickpin agrees to provide the Facey Group the following operational subsidy for the term of the agreement:

- |             |                   |
|-------------|-------------------|
| • 2018/2019 | \$20,000 plus GST |
| • 2019/2020 | \$20,000 plus GST |
| • 2020/2021 | \$20,000 plus GST |

The operational subsidy shall be paid in two equal instalments upon presentation of an invoice by the Facey Group to the Shire. The subsidy shall assist the Facey Group to meet the following operational costs:

- Employment costs – wages & salary;
- Insurance costs – workers compensation, public liability; and
- Office expenses – stationery, minor office equipment and consumables, utility charges.

2.3 The Facey Group will provide the Shire of Wickpin at the commencement of each financial year with certificates of currency for public liability insurance and workers compensation insurance

2.4 The Facey Group will provide to the Shire of Wickpin as soon as practicable at the completion of each financial quarter a copy of their financial position including but not limited to profit and loss statement and bank reconciliation.

3. Provision of Motor Vehicle

3.1 The Shire of Wickpin agrees to provide the Facey Group with one executive vehicle for the full term of the agreement. The type of vehicle will be determined by the Shire of Wickpin in consultation with the Executive Committee of the Facey Group. The Shire of Wickpin will meet the full cost of changing over the vehicle in accordance with Shire of Wickpin budget deliberations and Shire of Wickpin plant and equipment replacement policy.

The Motor Vehicle will be provided on the following conditions:

- The Facey Group to meet all operational costs associated with the vehicle (fuel, insurance, registration, servicing and other costs associated with normal wear and tear).



- The Facey Group Executive Officer and partner are permitted to use the vehicle for private use up to a maximum of 1,500km per month. The Facey Group Executive Committee is responsible for overseeing the usage of the vehicle provided.
- The Facey Group to be responsible for all matters relating to FBT for the private use of the vehicle.
- The vehicle may be used by Facey Group Employees and Facey Group Committee Members. The Facey Group Executive Committee is responsible for overseeing the usage of the vehicle provided.
- Other persons may drive the vehicle provided, at the permission of the Facey Group Employees.
- Anyone driving the vehicle shall hold a current Australian Drivers Licence.
- The vehicle shall be kept in a clean and tidy manner at all times, taking into account normal wear and tear.
- Odometer readings shall be noted in Facey Group minutes and forwarded to the Shire of Wickepin.

#### 4. Progressive Agriculture Award

The Shire of Wickepin will provide an Annual award to persons from within the Shire of Wickepin judged to have made the greatest contribution to Landcare / Agriculture for the year, as determined by the Facey Group Committee.

The Award shall be to a Maximum value of \$150 per annum for the term of this agreement

Carried /

## Governance, Audit and Community Services

**10.2.04 - Caravan Park's Expression of Interest**

<b>Submission To:</b>	Ordinary Council
<b>Location / Address:</b>	Yealering, Harrismith, Wickepin Caravan Park's
<b>Name of Applicant:</b>	Various Expression of Interests
<b>File Reference:</b>	
<b>Author:</b>	Mark J Hook, Chief Executive Officer
<b>Disclosure of any Interest:</b>	Nil
<b>Date of Report:</b>	7 May 2018

**Enclosure/Attachments:**

Expression of interests received from the following Persons by the 5 May 2018.

1. Peter Stribling
2. Daphne Tetlow
3. Tanya Sands
4. Judy and Russel Gray Oasis Hotel

**Summary:**

Council advertised for expression of interest for the running of its three caravan parks at Yealering, Harrismith and Wickepin. Council is now being requested to accept an expression of interest from the ones received and enter into a formal agreement with that person or persons for the management of each of the shire caravan parks.

**Background**

The existing Caravan Park Agreement for the Wickepin, Yealering and Harrismith Caravan Parks will expire on the 30th June 2018.

The Chief Executive Officer advertised for an expression of interest with the following adverts in the Narrogin Observer on the 8<sup>th</sup> February 2018 and in the Watershed in the February 2018 and March 2018 issues.

Following is the adverts placed in the Narrogin Observer and Watershed.

**Expressions of Interest  
Management of  
Wickepin, Yealering  
and Harrismith  
Caravan Parks**

Councils seek expressions of interest from interested persons to manage the day to day operation of the Wickepin, Yealering and Harrismith Caravan Parks.

Key responsibilities of the role are;

- Park and accommodation unit bookings;
- Cleaning and upkeep of park amenities and park grounds to an acceptable standard as determined by Council;
- Positive promotion of the Wickepin Shire community and tourist opportunities for visitors.

In order to be invited to submit full application, persons wishing to express an interest can forward relevant information addressed to:


*"Private & Confidential, EOI – Management of Wickepin, Yealering and Harrismith Caravan Park"*

P.O Box 19, Wickepin W.A 6370

Or email Agatha Prior - [eso@wickepin.wa.gov.au](mailto:eso@wickepin.wa.gov.au)

Expressions close with the undersigned on the Friday 6 April 2018.

**Mark Hook**  
**Chief Executive Officer**  
**Shire of Wickepin**  
**PO Box 19**  
**Wickepin WA 6370**



Council received expression of interest from this advertisement from the following person.

Wickepin	Yealering	Harrismith
Chris Annesley	John Sutton	Russel and Judy Gray Oasis Hotel
Chris Holmes	Tanya Sands	
Daphne Tetlow	Peter Stribling	
Dianne and Bryan Barry		
Ronelda Graham		

The Chief Executive Officer has written the following letters to all those that forwarded an expression of interest for the running of the shire of Wickepin caravan parks.

### **EXPRESSION OF INTEREST WICKEPIN CARAVAN PARK**

Thank you for your expression of interest for the Wickepin caravan Park which closed on the 6<sup>th</sup> April 2018.

Please find attached the previous contract for the management of the Wickepin Caravan Park. Please advise if this is suitable or provide your proposal covering all the points in the previous contract.

The proposal must be received by at the Shire of Wickepin Offices by 5.00pm Friday 4 May 2018 and can be addressed to;

Chief Executive Officer  
PO Box 19, Wickepin WA 6370 or

Delivered to the Shire of Wickepin Administration Centre  
77 Wogolin Road Wickepin  
And duly marked "Expression of Interest Wickepin Caravan Park".

If you require any further information please contact Mr. Mark Hook Chief Executive Officer on 9888 1005 email [ceo@wickepin.wa.gov.au](mailto:ceo@wickepin.wa.gov.au)

### **EXPRESSION OF INTEREST YEALERING CARAVAN PARK**

Thank you for your expression of interest for the Yealering Caravan Park which closed on the 6<sup>th</sup> April 2018.

Please find attached the previous contract for the management of the Yealering Caravan Park. Please advise if this is suitable or provide your proposal covering all the points in the previous contract.

The proposal must be received by at the Shire of Wickepin Offices by 5.00pm Friday 4 May 2018 and can be addressed to;

Chief Executive Officer  
PO Box 19, Wickepin WA 6370 or

Delivered to the Shire of Wickepin Administration Centre  
77 Wogolin Road Wickepin  
And duly marked "Expression of Interest Yealering Caravan Park".

If you require any further information please contact Mr. Mark Hook Chief Executive Officer on 9888 1005 email [ceo@wickepin.wa.gov.au](mailto:ceo@wickepin.wa.gov.au)

### Agreement Harrismith Caravan Park

Your agreement with the Shire of Wickepin for the caretaking of the Harrismith Caravan Park will expire on the 30th June 2018.

Can you please advise if you would like a new agreement for a three year term and if you require any changes to the current agreement.

I have attached your expiring agreement for your information.

If you have any queries regarding this matter please contact the Chief Executive Officer on 98881005 or [ceo@wickepin.wa.gov.au](mailto:ceo@wickepin.wa.gov.au).

Council has received the following expression of interests from the following persons as of the closing date on the 4 May 2018.

Caravan Park	Name	Comments
Harrismith	Judy and Russell Gray Oasis Hotel	Hope all well, Like to apply for our contract to be extended for the running of the Harrismith Caravan Park.
Yealering	Peter Stribling	Thank for opportunity and I will take up the EOI as stated in previous years
	Tanya Sands	I would like to express that I am happy with and agree with the Draught contract for the Yealering Caravan Park that was sent to me and would be more than happy to take on the role as caretaker.
Wickepin	Daphne Tetlow	Enclosed is the agreement concerning the Caravan Park. I am satisfied with what is expected of being a caretaker and I would like to live at the residence that is offered. I am happy with the 15% takings from the bookings of the park and ask for nothing more.
	Chris Holmes	Thank you for considering me for the expression of interest for the Wickepin Caravan park. I have given it some great thought and done the numbers and feel like this job is not suitable for me at this time.
	Dianne and Bryan Barry	My apologies for not responding earlier, but I have been waiting for a quote for public liability. As yet, I still don't have one. I have given the position much thought, and have decided not to apply for several reasons.

**Comments:**

With the received Expression of interests Council only received one for Harrismith, one for Wickepin and Two for Yealering.

The EOI for Yealering, Wickepin and Harrismith are satisfactory and sit within the parameters as in the previous contracts for the management of the parks.

The proposed Yealering Caravan Park agreement is as follows and is based on the previous contract and the EOI received.

## **AGREEMENT**

**AGREEMENT DATED** 1<sup>st</sup> July 2018

**BETWEEN** SHIRE OF WICKEPIN of Post Office Box 19, Wickepin, Western Australia, 6370 ('the Shire')

**AND** XXXXXXXXXXXXXXXXXXXX

### **RECITALS**

A. The Shire has appointed the Caretaker to provide caretaking services for the Yealering public caravan park.

### **DEFINITIONS AND INTERPRETATION**

#### **1.1 Definitions**

- (a) **"Agreement"** means this Agreement, and includes the Schedule;
- (b) **"Shire"** means the Chief Executive Officer of the Shire of Wickepin or authorised person; -
- (c) **"Caretaker"** means XXXXXXXX;
- (d) **"Park"** means the Yealering caravan park located on Sewell Street, Yealering Western Australia 6372 and includes all buildings, transportable accommodation, facilities and grounds within the park boundary;
- (e) **"Party"** means a party to this Agreement and "Parties" has a corresponding meaning; and
- (f) **"Term"** means the term of this Agreement as specified in Item 1 of the Schedule.

#### **1.2 Interpretation**

- (a) A reference to legislation includes that legislation as amended, re-enacted or replaced and any subordinate legislation issued under it.

- 
- (b) Headings of parts and clauses of this Agreement are for reference only and do not affect the interpretation of this Agreement.
  - (c) Any agreement, representation, warranty or indemnity by two or more persons (including where two or more persons are included in the same defined term) binds them jointly and severally.
  - (d) Any agreement, representation, warranty or indemnity in favour of two or more persons (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally.
  - (e) A singular word includes the plural and vice versa.
  - (f) If an example is given of anything (including a right, obligation or concept) and includes something else, the example does not limit the scope of that thing.

## **CARETAKER'S OBLIGATIONS**

### **2.1 Engagement and Term**

The Shire HEREBY ENGAGES the Caretaker to care-take the Park and perform the obligations contained in this Agreement for the Term.

### **2.2 Park amenity block**

The Caretaker shall ensure:

- (a) male and female toilet and shower areas are inspected at least once weekly;
- (b) Park laundry is inspected and cleaned at least once weekly;
- (c) Park washing machine is in good working order at all times; and
- (d) any mechanical, electrical and/or structural faults within the Park are reported to the Shire;
- (e) Park, gardens and barbeque area are inspected at least once weekly;
- (f) any maintenance items and cleaning requiring action, are reported to the Shire as soon as possible;
- (g) Liaise with cleaner when any cleaning requirements are to be done.
- (h) each transportable accommodation unit is inspected, after final check-out of the occupier or fortnightly;

- (i) in the event of medium to longer term rentals of a transportable accommodation unit, that suitable arrangements for cleaning and linen be made between the Caretaker and the occupant;
- (j) each transportable accommodation unit is inspected at least once fortnightly if unoccupied; and
- (k) any mechanical, electrical and/or structural faults within the transportable accommodation units are reported to the Shire.
- (l) Ensure gas bottles are useable at all times.

### **3. General Park amenity**

The Caretaker shall ensure:

- (a) no dogs wander unattended around the Park grounds at any time;
- (b) no large animals are kept on the Park in accordance with the Wickepin Shire Council's *Health Local Laws 2008*;
- (c) noise within the Park is kept to a minimum after 9.00pm; and

### **4. Administration**

The Caretaker shall:

- (a) ensure bookings for the caravan park and transportable accommodation unit are taken and recorded at the Park in a timely and efficient manner;
- (b) collect and safeguard all monies from fees and charges with respect to the Park;
- (c) deliver all monies collected from the Park monthly to the offices of the Shire in accordance with the procedure specified from time to time by the Shire; and
- (d) deliver to the Shire a written record of the number of persons accommodated at the Park monthly.

### **5. Instructions of Shire**

The Caretaker shall comply with any reasonable directions given by the Shire from time to time that the Shire considers necessary or convenient for the proper management, administration or operation of the Park.

### **6. No assignment, subcontracting or delegation**

- (a) The Caretaker is not the agent of the Shire and shall not enter into any contract or do any act that is binding upon the Shire.



- (b) The Caretaker must not assign, sub-contract, transfer or delegate any of its rights or the performance of any duty or obligation in this Agreement to any person without the prior written consent of the Shire.
- (c) Any consent given by the Shire to any assignment, sub-contract, transfer or delegation of this Agreement does not relieve the Caretaker from the obligations in or liabilities arising from this Agreement and in all respects the Caretaker shall remain obliged and liable for:
  - (i) the performance of this Agreement; and
  - (ii) the acts and/or omissions of any assignee, sub-contractor, transferee or delegate.

## **7. Indemnity**

The Caretaker indemnifies and agrees to keep indemnified the Shire from and against all actions, claims, proceedings or demands which may be brought against the Shire in respect of any loss, death, injury, illness or damage (whether personal or property, and whether special, direct, indirect or consequential, including consequential financial loss) which arises by reason of any breach of warranty, default, act or omission or any negligence by the Caretaker or by any assignee, sub-contractor, transferee or delegate of the Caretaker.

## **REMUNERATION**

8.1 The Shire shall provide remuneration to the Caretaker as specified in Item 2 of the Schedule.

## **THE SHIRE'S OBLIGATIONS**

### **9.1 Maintenance costs of the Park**

- (a) The Shire shall arrange payment for stores, materials and parts required to maintain the Park under this Agreement, including but not limited to maintenance undertaken pursuant to clauses 2.2, 3, 4, and 5.
- (b) The Shire shall carry out all major or preventative maintenance at its own cost.

### **9.2 Water, electricity and gas**

- (a) The Shire shall pay for all water, electricity and gas expenses incurred by the Park.

### **9.3 The Shire's insurance**

The Shire shall effect and keep in force throughout the Term property contents, public liability insurance policy for the Park and all equipment at the Park that is owned by the Shire.

## **TERMINATION AND DISPUTE RESOLUTION**

### **10.1 Termination by agreement**

Either Party may terminate this Agreement for any reason by giving three (3) months written notice to the other Party or, in that event, the Agreement terminates upon expiration of that period.

### **10.2 Automatic termination**

Upon:

- (a) death of the Caretaker;
  - (b) the inability of the Caretaker to perform the obligations under this Agreement for any reason for a continuous period of 21 days or more, unless otherwise agreed to in writing by the Shire; or
  - (c) the Park being destroyed or substantially damaged so as to require rebuilding or reconstruction of the Park,
- then the Agreement is terminated.

### 10.3 Transfer after termination

Upon termination of this Agreement, the Caretaker shall transfer the management and caretaking of the Park promptly, peacefully and in an orderly and timely manner to the Shire or to its successor.

### 10.4 No compensation after termination

Unless the Shire resolves in writing, no damages or compensation are payable to the Caretaker upon termination of this Agreement.

## GENERAL

### 11. Notices

- (a) Any notice to be given or served by one Party upon the other pursuant to this Agreement must be in writing and shall be sufficiently given:
  - (i). if delivered personally to or left at the address of the Party appearing in this Agreement;
  - (ii). in the case of the Caretaker, if delivered to or left at the Park during normal business hours (8.30am to 5.00pm); or
  - (iii). if sent by prepaid post addressed to that Party at the address appearing in this Agreement.
- (b) Any notice, demand or document sent by prepaid post shall be deemed to have been received forty eight (48) hours after posting.

### 12. Relationship of parties

The Parties acknowledge that the relationship between them is not that of employer and employee, nor principal and agent, nor any other relationship whatsoever.

## SCHEDULE

### Item 1 - Term

1st July 2018 to 30<sup>th</sup> June 2021

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**Item 2 - Remuneration**

- (a) a sum equal to 10% of the gross takings of all paid bookings at the Park, payable monthly;

Mr Peter Stribling has been managing the Yealering Caravan for number of years and there have been some minor issues with the monthly takings being presented to the administration centre. Otherwise there have been no major issues with the running of the Yealering Caravan park. Mr Peter Stribling used to take the bookings for the Yealering Caravan Park at the Yealering Post Office Shop and the Yealering Hotel, but as Mr Peter Stribling has vacated the Yealering Hotel bookings and payments currently can only be made through the Yealering Post Office Shop. If Council was to give the management of the Yealering Caravan park to Tanya Sands it will be with her and not the owners of the Yealering Hotel as Miss Tanya Sands is only the manager of the Yealering Hotel, and the Expression of interest received is from Tanya Sands and not the Yealering Hotel. The Yealering Post Office Shop is close to the caravan park and would be easier for patrons of the Yealering Caravan park to pay their fees for the use of the caravan park.

The proposed Wickepin Caravan Park agreement is as follows and is based on the previous agreement and the EOI received.

## AGREEMENT

AGREEMENT DATED 1<sup>st</sup> day of July 2018

BETWEEN SHIRE OF WICKEPIN of Post Office Box 19, Wickepin, Western Australia, 6370 ('the Shire')

AND XXXXXXXXXX of 7 Fisher Street Wickepin, Western Australia 6370

## RECITALS

- A. The Shire has appointed the Managers to provide management and caretaking services for the Wickepin Shire public caravan park.

## DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

"Agreement" means this Agreement, and includes the Schedule;

"Shire" means the Chief Executive Officer of the Shire of Wickepin or authorised delegate; -

"Managers" means XXXXXXXXXX

"Park" means the Wickepin Shire caravan park located on Wogolin Road, Wickepin, Western Australia 6370 and includes all buildings, transportable accommodation, facilities and grounds within the park boundary;

"Party" means a party to this Agreement and "Parties" has a corresponding meaning; and

"Term" means the term of this Agreement as specified in Item 1 of the Schedule.

### 1.2 Interpretation

- (a) A reference to legislation includes that legislation as amended, re-enacted or replaced and any subordinate legislation issued under it.
- (b) Headings of parts and clauses of this Agreement are for reference only and do not affect the interpretation of this Agreement.
- (c) Any agreement, representation, warranty or indemnity by two or more persons (including where two or more persons are included in the same defined term) binds them jointly and severally.
- (d) Any agreement, representation, warranty or indemnity in favour of two or more persons (including where two or more persons are included in the same defined term) is for the

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benefit of them jointly and severally.

- (e) A singular word includes the plural and vice versa.
- (f) If an example is given of anything (including a right, obligation or concept) and includes something else, the example does not limit the scope of that thing.

## **MANAGERS'S OBLIGATIONS**

### **2.1 Engagement and Term**

The Shire HEREBY ENGAGES the Managers to manage and care take the Park and perform the obligations contained in this Agreement for the Term.

### **2.2 Park amenity block**

The Managers shall ensure:

- (a) male and female toilet and shower areas are inspected and cleaned at least once daily;
- (b) Park laundry is inspected and cleaned at least once daily;
- (c) Park washing machine is in good working order at all times; and
- (d) any mechanical, electrical and/or structural faults within the Park are reported to the Shire immediately.

### **2.3 Maintenance of Park grounds and buildings**

The Managers shall ensure:

- (a) Park lawns are mowed and maintained in a neat and tidy state at all times;
- (b) Park gardens are maintained in a neat and tidy state at all times;
- (c) Park barbeque and barbeque table are inspected and cleaned at least once weekly;
- (d) all routine and general maintenance of plant, equipment and buildings in the Park is undertaken; and
- (e) any maintenance items requiring specialist contract assistance, including plumbing, electrical or carpentry, are reported to the Shire.

## 2.4 Transportable accommodation

The Managers shall ensure:

- (a) each transportable accommodation unit is inspected, cleaned and re-stocked after final check-out of the occupier;
- (b) linen used in each transportable accommodation unit is laundered and replaced upon final check-out of the occupier;
- (c) in the event of medium to longer term rentals of a transportable accommodation unit, that suitable arrangements for cleaning and linen be made between the Managers and the occupant;
- (d) each transportable accommodation unit is inspected and cleaned at least once weekly if unoccupied; and
- (e) any mechanical, electrical and/or structural faults within the transportable accommodation units are reported to the Shire immediately.

## 2.5 General Park amenity

The Managers shall ensure:

- (a) no dogs wander unattended around the Park grounds at any time;
- (b) no large animals are kept on the Park in accordance with the Wickepin Shire Council's *Health Local Laws 2008*;
- (c) noise within the Park is kept to a minimum after 9.00pm; and
- (d) Park grounds are kept and maintained for public use only, with the exception of parking of Managers personal and work vehicles.

## 2.6 Administration

The Managers shall:

- (a) ensure bookings for the caravan park and transportable accommodation unit are taken and recorded at the Park in a timely and efficient manner;

- 
- (b) collect and safeguard all monies from fees and charges with respect to the Park;
  - (c) deliver all monies collected from the Park weekly to the offices of the Shire in accordance with the procedure specified from time to time by the Shire; and
  - (d) deliver to the Shire a written record of the number of persons accommodated at the Park monthly.

## **2.7 Instructions of Shire**

The Managers shall comply with any reasonable directions given by the Shire from time to time that the Shire and/or Wickepin Shire Council considers necessary or convenient for the proper management, administration or operation of the Park.

## **2.8 Manager's insurance**

- (a) The Managers must effect and keep in force throughout the Term of the Agreement public risk/liability insurance for the management of the Park.
- (b) Upon written request, the Managers must provide to the Shire a certificate of currency or a copy of the current public risk/liability insurance policy.

## **2.9 No assignment, subcontracting or delegation**

- (a) The Managers is not the agent of the Shire and shall not enter into any contract or do any act that is binding upon the Shire.
- (b) The Managers must not assign, sub-contract, transfer or delegate any of its rights or the performance of any duty or obligation in this Agreement to any person without the prior written consent of the Shire.
- (c) Any consent given by the Shire to any assignment, sub-contract, transfer or delegation of this Agreement does not relieve the Managers from the obligations in or liabilities arising from this Agreement and in all respects the Managers shall remain obliged and liable for:
  - (i) the performance of this Agreement; and
  - (ii) the acts and/or omissions of any assignee, sub-contractor, transferee or delegate.

## **2.10 Indemnity**

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The Managers indemnifies and agrees to keep indemnified the Shire from and against all actions, claims, proceedings or demands which may be brought against the Shire in respect of any loss, death, injury, illness or damage (whether personal or property, and whether special, direct, indirect or consequential, including consequential financial loss) which arises by reason of any breach of warranty, default, act or omission or any negligence by the Managers or by any assignee, sub-contractor, transferee or delegate of the Managers.

## **REMUNERATION**

3.1 The Shire shall provide remuneration to the Managers as specified in Item 2 of the Schedule.

## **THE SHIRE'S OBLIGATIONS**

### **4.1 Maintenance costs of the Park**

- (a) The Shire shall arrange payment for stores, materials and parts required to maintain the Park under this Agreement, including but not limited to maintenance undertaken pursuant to clauses 2.2, 2.3, 2.4, 2.5, 2.6 and 2.7.
- (b) The Shire shall carry out any major or preventative maintenance the Shire considers necessary at its own cost.

### **4.2 Water, electricity, gas and telephone expenses**

- (a) The Shire shall pay for all water, electricity and gas charges incurred by the Park.
- (b) The Shire shall pay the telephone rental charge for the telephone located in the Managers Park residence.
- (c) The Managers shall keep a record of all telephone calls relating to the management and caretaking of the Park and the Shire shall pay for all recorded telephone calls that relate to the management and caretaking of the Park.
- (d) The Shire will not pay for personal telephone calls unrelated to the management and caretaking of the Park.

### **4.3 The Shire's insurance**

The Shire shall effect and keep in force throughout the Term a property, contents and public liability insurance policy for the Park and all equipment at the Park that is owned by The Shire.

## **TERMINATION AND DISPUTE RESOLUTION**

### **5.1 Termination by agreement**

Either Party may terminate this Agreement for any reason by giving three (3) months written notice to the other Party and, in that event, the Agreement terminates upon expiration of that period.

### **5.2 Automatic termination**

Upon:

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- (a) death of the Managers;
- (b) the inability of the Managers to perform the obligations under this Agreement for any reason for a continuous period of 21 days or more, unless otherwise agreed to in writing by the Shire; or
- (c) the Park being destroyed or substantially damaged so as to require rebuilding or reconstruction of the Park,

then the Agreement is terminated.

### **5.3 Termination on default**

If:

- (a) the Managers defaults in the observance or performance of any term or condition of this Agreement; and
- (b) the Managers fails to remedy the default (if it is capable of remedy) within seven (7) days of the Shire giving notice in writing to the Managers specifying the default and requiring the default to be remedied;

then the Shire may:

- (i) enter the Park and undertake any works, repairs or maintenance that are required to be done under this Agreement by the Managers;
- (ii) refer the matter to arbitration pursuant to clause 5.6; or
- (iii) by notice in writing given to the Managers terminate the contract, without prejudice to any other powers, rights, authorities or remedies against the Managers under the Agreement or otherwise.

### **5.4 Discretion to terminate**

If, in the opinion of the Shire, the Managers:

- (a) is unable by reason of illness or any other cause to act as Managers of the Park and manage and administer the Park for any extended period not less than 21 days;
- (b) is guilty of any personal misconduct that would detract from the Managers ability to properly and adequately discharge the duties and obligations under this Agreement; or

- 
- (c) is guilty of any personal misconduct that would discourage members of the public from utilising the Park as a public facility,

then the Shire may give notice in writing to the Managers terminating this Agreement within seven (7) days of receipt of the notice by the Managers, and in that event, the Agreement terminates upon expiration of that period.

## 5.5 Retention of rights and remedies upon termination

The Shire retains its rights and remedies with respect to any breach of any term and/or condition of the Agreement prior to termination of the Agreement.

## 5.6 Arbitration

- (a) Notice of any dispute or disagreement arising out of or in connection with this Agreement must be given in writing by the Party claiming that a dispute has arisen to the other Party to this Agreement specifying the nature of the dispute.
- (b) Upon receipt of the notice of dispute, the Parties must attempt to agree upon an appropriate procedure for resolving the dispute.
- (c) If within seven (7) days of receipt of the notice of dispute the dispute is not resolved or an appropriate alternative dispute resolution process is not agreed, then the Parties shall refer the dispute to a single arbitrator agreed upon by the parties in writing to be determined in accordance with the *Commercial Arbitration Act 1985 (WA)*, or if he is unable or unwilling to act, or failing agreement, by a single arbitrator nominated at the request of either Party by the President of the Law Society of Western Australia Inc.
- (d) For the purposes of the *Commercial Arbitration Act 1985 (WA)*, each Party may appear before the arbitrator personally or where the Party is a body, whether corporate or unincorporated, by an officer, employee or agent of the body and each Party may be represented by a duly qualified legal practitioner or other representative.
- (e) The arbitrator shall determine the dispute between the Parties and any award made by the arbitrator shall be final and binding upon the Parties.
- (f) If any dispute or disagreement relating to this Agreement is referred to arbitration then the costs of that arbitration shall be borne equally between the Parties unless otherwise determined by the arbitrator.
- (g) If any dispute or disagreement relating to this Agreement is referred to arbitration the Agreement shall continue to be in force.

- (h) It is a condition precedent to the right of either Party to commence litigation, other than for interlocutory relief that it has first offered to submit the dispute to arbitration.

## **5.7 Transfer after termination**

Upon termination of this Agreement, the Managers shall transfer the management and caretaking of the Park promptly, peacefully and in an orderly and timely manner to the Shire or to its successor, including vacating the Managers residence at 7 Fisher Street, Wickpin, Western Australia 6370.

## **5.8 No compensation after termination**

Unless the Shire resolves in writing, no damages or compensation are payable to the Managers upon termination of this Agreement.

# **GENERAL**

## **6.1 Notices**

- (a) Any notice to be given or served by one Party upon the other pursuant to this Agreement must be in writing and shall be sufficiently given:
  - (i) if delivered personally to or left at the address of the Party appearing in this Agreement;
  - (ii) in the case of the Managers, if delivered to or left at the Park during normal business hours (8.30am to 5.00pm); or
  - (ii) if sent by prepaid post addressed to that Party at the address appearing in this Agreement.
- (b) Any notice, demand or document sent by prepaid post shall be deemed to have been received forty eight (48) hours after posting.

## **6.2 Relationship of parties**

- (a) The Parties acknowledge that the relationship between them is not that of employer and employee, nor principal and agent, nor any other relationship whatsoever.
- (b) The parties acknowledge that:
  - (i) the Shire shall not deduct any income taxation from the remuneration in Item 2 of the Schedule, and it is the responsibility of the Managers to pay all such taxes as are appropriate;

- 
- (ii) the Shire shall not pay any superannuation in relation to the Managers management and caretaking of the Park;
  - (iii) the Shire shall not pay any worker's compensation in relation to the Managers management and caretaking of the Park; and
  - (iv) the Managers shall not be entitled to any holiday pay, long service leave, sickness benefits nor any other benefit arising under any statute or industrial award or agreement that may be conferred upon persons who are employees.

### 6.3 Waiver

- (a) A waiver of any term or condition of this Agreement must be in writing.
- (b) A waiver of a term or condition of this Agreement shall not operate as a waiver of another breach of the same or of any other term or condition contained in this Agreement.
- (c) If a Party does not exercise (or delays in exercising) any of its rights under this Agreement, that failure or delay does not operate as a waiver of those rights.
- (d) A single or partial exercise by a Party of any of its rights does not prevent the further exercise of any right.

### 6.4 Severability

In the event of any one or more of the provisions of this Agreement being held to be prohibited, invalid or unenforceable for any reason, the remainder of the Agreement shall remain binding and in full force and effect.

## SCHEDULE

### Item 1 - Term – Three Years

1 July 2018 to 30 June 2021

### Item 2 - Remuneration

- a) a sum equal to 15% of the gross takings of all paid bookings at the Park, payable monthly;
- b) free occupation of residence located at 7 Fisher Street, Wickpin, Western

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Australia 6370 known as "Caretakers Residence" ;

- c) free water, electricity and gas at Caretakers Residence (estimated annual value \$1,500);
- d) a sum equal to the amount of recorded telephone calls made relating to the management and caretaking of the Park in accordance with section 4.2(c), payable monthly.

The proposed Harrismith Caravan Park agreement is as follows and is based on the previous agreement.

## AGREEMENT

### AGREEMENT DATED 1<sup>st</sup> day of July 2018

**BETWEEN** SHIRE OF WICKEPIN of Post Office Box 19, Wickepin, Western Australia, 6370 ('the Shire')

**AND** XXXXXXXXXX

### RECITALS

- A. The Shire has appointed the Caretaker to provide caretaking services for the Harrismith public caravan park.

### DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

"Agreement" means this Agreement, and includes the Schedule;

"Shire" means the Chief Executive Officer of the Shire of Wickepin or authorised person; -

"Caretaker" means XXXXXXXX;

"Park" means the Harrismith Caravan Park located on 1 Baylon Street, Harrismith Western Australia 6361 and includes all buildings, transportable accommodation, facilities and grounds within the park boundary;

"Party" means a party to this Agreement and "Parties" has a corresponding meaning; and

"Term" means the term of this Agreement as specified in Item 1 of the Schedule.

#### 1.2 Interpretation

- (a) A reference to legislation includes that legislation as amended, re-enacted or replaced and any subordinate legislation issued under it.
- (b) Headings of parts and clauses of this Agreement are for reference only and do not affect the interpretation of this Agreement.
- (c) Any agreement, representation, warranty or indemnity by two or more persons (including where two or more persons are included in the same defined term) binds them jointly and severally.
- (d) Any agreement, representation, warranty or indemnity in favour of two or more persons (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally.
- (e) A singular word includes the plural and vice versa.
- (f) If an example is given of anything (including a right, obligation or concept) and includes something else, the example does not limit the scope of that thing.

## MANAGER'S OBLIGATIONS

### 2.1 Engagement and Term

The Shire HEREBY ENGAGES the Caretaker to care-take the Park and perform the obligations contained in this Agreement for the Term.

### 2.2 Park amenity block

The Caretaker shall ensure:

- (a) male and female toilet and shower areas are inspected and cleaned at least once weekly;
- (b) Park laundry is inspected and cleaned at least once weekly;
- (c) Park washing machine is in good working order at all times; and
- (d) any mechanical, electrical and/or structural faults within the Park are reported to the Shire;
- (e) Park, gardens and barbeque area are inspected and cleaned at least once weekly;
- (f) any maintenance items requiring repair, are reported to the Shire as soon as possible;
- (g) each transportable accommodation unit is inspected, cleaned and re stocked after final check-out of the occupier or fortnightly;
- (h) linen used in each transportable accommodation unit is laundered and replaced upon final check - out of the occupier;
- (i) in the event of medium to longer term rentals of a transportable accommodation unit, that suitable arrangements for cleaning and linen be made between the Caretaker and the occupant;
- (j) each transportable accommodation unit is inspected and cleaned at least once fortnightly if unoccupied; and
- (k) any mechanical, electrical and/or structural faults within the transportable accommodation units are reported to the Shire.
- (l) Ensure gas bottles are useable at all times.

### 3. General Park amenity

The Caretaker shall ensure:

- (a) no dogs wander unattended around the Park grounds at any time;
- (b) no large animals are kept on the Park in accordance with the Wickepin Shire Council's *Health Local Laws 2008*;
- (c) noise within the Park is kept to a minimum after 9.00pm; and

### 4. Administration

The Caretaker shall:

- (a) ensure bookings for the caravan park and transportable accommodation unit are taken and recorded at the Park in a timely and efficient manner;
- (b) collect and safeguard all monies from fees and charges with respect to the Park;
- (c) deliver all monies collected from the Park monthly to the offices of the Shire in accordance with the procedure specified from time to time by the Shire; and
- (d) deliver to the Shire a written record of the number of persons accommodated at the Park quarterly.

## **5. Instructions of Shire**

The Manager shall comply with any reasonable directions given by the Shire from time to time that the Shire considers necessary or convenient for the proper management, administration or operation of the Park.

## **6. No assignment, subcontracting or delegation**

- (a) The Caretaker is not the agent of the Shire and shall not enter into any contract or do any act that is binding upon the Shire.
- (b) The Caretaker must not assign, sub-contract, transfer or delegate any of its rights or the performance of any duty or obligation in this Agreement to any person without the prior written consent of the Shire.
- (c) Any consent given by the Shire to any assignment, sub-contract, transfer or delegation of this Agreement does not relieve the Caretaker from the obligations in or liabilities arising from this Agreement and in all respects the Caretaker shall remain obliged and liable for:
  - (i) the performance of this Agreement; and
  - (ii) the acts and/or omissions of any assignee, sub-contractor, transferee or delegate.

## **7. Indemnity**

The Caretaker indemnifies and agrees to keep indemnified the Shire from and against all actions, claims, proceedings or demands which may be brought against the Shire in respect of any loss, death, injury, illness or damage (whether personal or property, and whether special, direct, indirect or consequential, including consequential financial loss) which arises by reason of any breach of warranty, default, act or omission or any negligence by the Caretaker or by any assignee, sub-contractor, transferee or delegate of the Caretaker.

## **REMUNERATION**

8.1 The Shire shall provide remuneration to the Caretaker as specified in Item 2 of the Schedule.

## **THE SHIRE'S OBLIGATIONS**

### **9.1 Maintenance costs of the Park**

- (a) The Shire shall arrange payment for stores, materials and parts required to maintain the Park under this Agreement, including but not limited to maintenance undertaken pursuant to clauses 2.2, 3, 4, and 5.



- (b) The Shire shall carry out all major or preventative maintenance at its own cost.

## **9.2 Water, electricity and gas**

- (a) The Shire shall pay for all water, electricity and gas expenses incurred by the Park.

## **9.3 The Shire's insurance**

The Shire shall effect and keep in force throughout the Term property contents, public liability insurance policy for the Park and all equipment at the Park that is owned by the Shire.

## **TERMINATION AND DISPUTE RESOLUTION**

### **10.1 Termination by agreement**

Either Party may terminate this Agreement for any reason by giving three (3) months written notice to the other Party or, in that event, the Agreement terminates upon expiration of that period.

### **10.2 Automatic termination**

Upon:

- (a) death of the Manager;
- (b) the inability of the Manager to perform the obligations under this Agreement for any reason for a continuous period of 21 days or more, unless otherwise agreed to in writing by the Shire; or
- (c) the Park being destroyed or substantially damaged so as to require rebuilding or reconstruction of the Park,

then the Agreement is terminated.

### **10.3 Transfer after termination**

Upon termination of this Agreement, the Manager shall transfer the management and caretaking of the Park promptly, peacefully and in an orderly and timely manner to the Shire or to its successor.

### **10.4 No compensation after termination**

Unless the Shire resolves in writing otherwise, no damages or compensation are payable to the Manager upon termination of this Agreement.

## **GENERAL**

### **11. Notices**

- (a) Any notice to be given or served by one Party upon the other pursuant to this Agreement must be in writing and shall be sufficiently given:
- (i). if delivered personally to or left at the address of the Party appearing in this Agreement;
  - (ii). in the case of the Manager, if delivered to or left at the Park during normal business hours (8.30am to 5.00pm); or
  - (iii). if sent by prepaid post addressed to that Party at the address appearing in this Agreement.
- (b) Any notice, demand or document sent by prepaid post shall be deemed to have been received forty eight (48) hours after posting.

## 12. Relationship of parties

The Parties acknowledge that the relationship between them is not that of employer and employee, nor principal and agent, nor any other relationship whatsoever.

### SCHEDULE

#### Item 1 - Term

1<sup>st</sup> July 2018 to 30<sup>th</sup> June 2021

#### Item 2 - Remuneration

- (a) \$5.00 per person per night for donger accommodation;
- (b) \$5.00 per site per night for Caravan Park site

#### Statutory Environment:

*Local Government Act 1995*

#### 9.49A. Execution of documents

- (1) A document is duly executed by a local government if —
  - (a) the common seal of the local government is affixed to it in accordance with subsections (2) and (3); or
  - (b) it is signed on behalf of the local government by a person or persons authorised under subsection (4) to do so.
- (2) The common seal of a local government is not to be affixed to any document except as authorised by the local government.

- (3) *The common seal of the local government is to be affixed to a document in the presence of —*
- (a) *the mayor or president; and*
  - (b) *the chief executive officer or a senior employee authorised by the chief executive officer,*
- each of whom is to sign the document to attest that the common seal was so affixed.*
- (4) *A local government may, by resolution, authorise the chief executive officer, another employee or an agent of the local government to sign documents on behalf of the local government, either generally or subject to conditions or restrictions specified in the authorisation.*
- (5) *A document executed by a person under an authority under subsection (4) is not to be regarded as a deed unless the person executes it as a deed and is permitted to do so by the authorisation.*
- (6) *A document purporting to be executed in accordance with this section is to be presumed to be duly executed unless the contrary is shown.*
- (7) *When a document is produced bearing a seal purporting to be the common seal of the local government, it is to be presumed that the seal is the common seal of the local government unless the contrary is shown.*

#### **9.49B. Contract formalities**

- (1) *Insofar as the formalities of making, varying or discharging a contract are concerned, a person acting under the authority of a local government may make, vary or discharge a contract in the name of or on behalf of the local government in the same manner as if that contract was made, varied or discharged by a natural person.*
- (2) *The making, variation or discharge of a contract in accordance with subsection (1) is effectual in law and binds the local government concerned and other parties to the contract.*
- (3) *Subsection (1) does not prevent a local government from making, varying or discharging a contract under its common seal.*

#### Shire of Wickepin Standing Orders

##### **Policy Implications:**

Nil.

##### **Financial Implications:**

If Council adopts the recommendation there will be a decrease in the remuneration provided to the caretakers overall.

##### **Strategic Implications:**

Nil.

**Recommendations:**

1. That Council offer the management of the Harrismith Caravan Park to Russell and Judy Gray of the Oasis Hotel 28 Railway Avenue Harrismith under the following agreement.

**AGREEMENT DATED 1<sup>st</sup> day of July 2018**

**BETWEEN** SHIRE OF WICKEPIN of Post Office Box 19, Wickpin, Western Australia, 6370 ('the Shire')

**AND** Russell and Judy Gray of 28 Railway Avenue, Harrismith, Western Australia 6361

**RECITALS**

- A. The Shire has appointed the Caretaker to provide caretaking services for the Harrismith public caravan park.

**DEFINITIONS AND INTERPRETATION****1.1 Definitions**

**"Agreement"** means this Agreement, and includes the Schedule;

**"Shire"** means the Chief Executive Officer of the Shire of Wickpin or authorised person; -

**"Caretaker"** means Russell and Judy Gray;

**"Park"** means the Harrismith Caravan Park located on 1 Baylon Street, Harrismith Western Australia 6361 and includes all buildings, transportable accommodation, facilities and grounds within the park boundary;

**"Party"** means a party to this Agreement and "Parties" has a corresponding meaning; and

**"Term"** means the term of this Agreement as specified in Item 1 of the Schedule.

**1.2 Interpretation**

- (a) A reference to legislation includes that legislation as amended, re-enacted or replaced and any subordinate legislation issued under it.
- (b) Headings of parts and clauses of this Agreement are for reference only and do not affect the interpretation of this Agreement.
- (c) Any agreement, representation, warranty or indemnity by two or more persons (including where two or more persons are included in the same defined term) binds them jointly and severally.
- (d) Any agreement, representation, warranty or indemnity in favour of two or more persons (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally.
- (e) A singular word includes the plural and vice versa.
- (f) If an example is given of anything (including a right, obligation or concept) and includes something else, the example does not limit the scope of that thing.

## MANAGER'S OBLIGATIONS

### 2.1 Engagement and Term

The Shire HEREBY ENGAGES the Caretaker to care-take the Park and perform the obligations contained in this Agreement for the Term.

### 2.2 Park amenity block

The Caretaker shall ensure:

- (a) male and female toilet and shower areas are inspected and cleaned at least once weekly;
- (b) Park laundry is inspected and cleaned at least once weekly;
- (c) Park washing machine is in good working order at all times; and
- (d) any mechanical, electrical and/or structural faults within the Park are reported to the Shire;
- (e) Park, gardens and barbeque area are inspected and cleaned at least once weekly;
- (f) any maintenance items requiring repair, are reported to the Shire as soon as possible;
- (g) each transportable accommodation unit is inspected, cleaned and re stocked after final check-out of the occupier or fortnightly;
- (h) linen used in each transportable accommodation unit is laundered and replaced upon final check - out of the occupier;
- (i) in the event of medium to longer term rentals of a transportable accommodation unit, that suitable arrangements for cleaning and linen be made between the Caretaker and the occupant;
- (j) each transportable accommodation unit is inspected and cleaned at least once fortnightly if unoccupied; and
- (k) any mechanical, electrical and/or structural faults within the transportable accommodation units are reported to the Shire.
- (l) Ensure gas bottles are useable at all times.

### 3. General Park amenity

The Caretaker shall ensure:

- (a) no dogs wander unattended around the Park grounds at any time;
- (b) no large animals are kept on the Park in accordance with the Wickepin Shire Council's *Health Local Laws 2008*;
- (c) noise within the Park is kept to a minimum after 9.00pm; and

### 4. Administration

The Caretaker shall:

- (a) ensure bookings for the caravan park and transportable accommodation unit are taken and recorded at the Park in a timely and efficient manner;
- (b) collect and safeguard all monies from fees and charges with respect to the Park;
- (c) deliver all monies collected from the Park monthly to the offices of the Shire in accordance with the procedure specified from time to time by the Shire; and
- (d) deliver to the Shire a written record of the number of persons accommodated at the Park quarterly.

## **5. Instructions of Shire**

The Manager shall comply with any reasonable directions given by the Shire from time to time that the Shire considers necessary or convenient for the proper management, administration or operation of the Park.

## **6. No assignment, subcontracting or delegation**

- (a) The Caretaker is not the agent of the Shire and shall not enter into any contract or do any act that is binding upon the Shire.
- (b) The Caretaker must not assign, sub-contract, transfer or delegate any of its rights or the performance of any duty or obligation in this Agreement to any person without the prior written consent of the Shire.
- (c) Any consent given by the Shire to any assignment, sub-contract, transfer or delegation of this Agreement does not relieve the Caretaker from the obligations in or liabilities arising from this Agreement and in all respects the Caretaker shall remain obliged and liable for:
  - (i) the performance of this Agreement; and
  - (ii) the acts and/or omissions of any assignee, sub-contractor, transferee or delegate.

## **7. Indemnity**

The Caretaker indemnifies and agrees to keep indemnified the Shire from and against all actions, claims, proceedings or demands which may be brought against the Shire in respect of any loss, death, injury, illness or damage (whether personal or property, and whether special, direct, indirect or consequential, including consequential financial loss) which arises by reason of any breach of warranty, default, act or omission or any negligence by the Caretaker or by any assignee, sub-contractor, transferee or delegate of the Caretaker.

## **REMUNERATION**

8.1 The Shire shall provide remuneration to the Caretaker as specified in Item 2 of the Schedule.

## **THE SHIRE'S OBLIGATIONS**

### **9.1 Maintenance costs of the Park**

- (a) The Shire shall arrange payment for stores, materials and parts required to maintain the Park under this Agreement, including but not limited to maintenance undertaken pursuant to clauses 2.2, 3, 4, and 5.

- (b) The Shire shall carry out all major or preventative maintenance at its own cost.

## **9.2 Water, electricity and gas**

- (a) The Shire shall pay for all water, electricity and gas expenses incurred by the Park.

## **9.3 The Shire's insurance**

The Shire shall effect and keep in force throughout the Term property contents, public liability insurance policy for the Park and all equipment at the Park that is owned by the Shire.

## **TERMINATION AND DISPUTE RESOLUTION**

### **10.1 Termination by agreement**

Either Party may terminate this Agreement for any reason by giving three (3) months written notice to the other Party or, in that event, the Agreement terminates upon expiration of that period.

### **10.2 Automatic termination**

Upon:

- (a) death of the Manager;
- (b) the inability of the Manager to perform the obligations under this Agreement for any reason for a continuous period of 21 days or more, unless otherwise agreed to in writing by the Shire; or
- (c) the Park being destroyed or substantially damaged so as to require rebuilding or reconstruction of the Park,

then the Agreement is terminated.

### **10.3 Transfer after termination**

Upon termination of this Agreement, the Manager shall transfer the management and caretaking of the Park promptly, peacefully and in an orderly and timely manner to the Shire or to its successor.

### **10.4 No compensation after termination**

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## **GENERAL**

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- (b) Any notice, demand or document sent by prepaid post shall be deemed to have been received forty eight (48) hours after posting.

## 12. Relationship of parties

The Parties acknowledge that the relationship between them is not that of employer and employee, nor principal and agent, nor any other relationship whatsoever.

### SCHEDULE

#### Item 1 - Term

1<sup>st</sup> July 2018 to 30<sup>th</sup> June 2021

#### Item 2 - Remuneration

- (a) \$5.00 per person per night for donger accommodation;
- (b) \$5.00 per site per night for Caravan Park site

### Voting Requirements:

Simple Majority

#### Motion:

#### Resolution No

Moved Cr

/ Seconded Cr

1. That Council offer the management of the Harrismith Caravan Park to Russell and Judy Gray of the Oasis Hotel 28 Railway Avenue Harrismith under the following agreement.

AGREEMENT DATED 1st day of July 2018

BETWEEN SHIRE OF WICKEPIN of Post Office Box 19, Wickepin, Western Australia, 6370 ('the Shire')

AND Russell and Judy Gray of 28 Railway Avenue, Harrismith, Western Australia 6361

#### RECITALS

A. The Shire has appointed the Caretaker to provide caretaking services for the Harrismith public caravan park.



## DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

"Agreement" means this Agreement, and includes the Schedule;

"Shire" means the Chief Executive Officer of the Shire of Wickpin or authorised person; -

"Caretaker" means Russell and Judy Gray;

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- (k) any mechanical, electrical and/or structural faults within the transportable accommodation units are reported to the Shire.
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### 3. General Park amenity

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reason of any breach of warranty, default, act or omission or any negligence by the Caretaker or by any assignee, sub-contractor, transferee or delegate of the Caretaker.

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## GENERAL

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## SCHEDULE

### Item 1 - Term

1st July 2018 to 30th June 2021

### Item 2 - Remuneration

- (a) \$5.00 per person per night for donger accommodation;
- (b) \$5.00 per site per night for Caravan Park site

Carried /

2. That Council offer the management of the Yealering Caravan Park to Peter Stribling of 26 Roberts Street Yealering under the following agreement.

### **AGREEMENT**

#### **AGREEMENT DATED 1<sup>st</sup> day of July 2018**

**BETWEEN** SHIRE OF WICKEPIN of Post Office Box 19, Wickepin, Western Australia, 6370 ('the Shire')

**AND** Peter Stribling of 26 Roberts Street Yealering, Western Australia 6372

#### **RECITALS**

- A. The Shire has appointed the Caretaker to provide caretaking services for the Yealering public caravan park.

#### **DEFINITIONS AND INTERPRETATION**

##### **1.1 Definitions**

- (a) **"Agreement"** means this Agreement, and includes the Schedule;
- (b) **"Shire"** means the Chief Executive Officer of the Shire of Wickepin or authorised person; -
- (c) **"Caretaker"** means Mr Peter Stribling;
- (d) **"Park"** means the Yealering caravan park located on Sewell Street, Yealering Western Australia 6372 and includes all buildings, transportable accommodation, facilities and grounds within the park boundary;
- (e) **"Party"** means a party to this Agreement and "Parties" has a corresponding meaning; and
- (f) **"Term"** means the term of this Agreement as specified in Item 1 of the Schedule.

##### **1.2 Interpretation**

- (a) A reference to legislation includes that legislation as amended, re-enacted or replaced and any subordinate legislation issued under it.
- (b) Headings of parts and clauses of this Agreement are for reference only and do not affect the interpretation of this Agreement.
- (c) Any agreement, representation, warranty or indemnity by two or more persons (including where two or more persons are included in the same defined term) binds them jointly and severally.

- (d) Any agreement, representation, warranty or indemnity in favour of two or more persons (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally.
- (e) A singular word includes the plural and vice versa.
- (f) If an example is given of anything (including a right, obligation or concept) and includes something else, the example does not limit the scope of that thing.

## **CARETAKER'S OBLIGATIONS**

### **2.1 Engagement and Term**

The Shire HEREBY ENGAGES the Caretaker to care-take the Park and perform the obligations contained in this Agreement for the Term.

### **2.2 Park amenity block**

The Caretaker shall ensure:

- (a) male and female toilet and shower areas are inspected at least once weekly;
- (b) Park laundry is inspected and cleaned at least once weekly;
- (c) Park washing machine is in good working order at all times; and
- (d) any mechanical, electrical and/or structural faults within the Park are reported to the Shire;
- (e) Park, gardens and barbeque area are inspected at least once weekly;
- (f) any maintenance items and cleaning requiring action, are reported to the Shire as soon as possible;
- (g) Liaise with cleaner when any cleaning requirements are to be done.
- (h) each transportable accommodation unit is inspected, after final check-out of the occupier or fortnightly;
- (i) in the event of medium to longer term rentals of a transportable accommodation unit, that suitable arrangements for cleaning and linen be made between the Caretaker and the occupant;
- (j) each transportable accommodation unit is inspected at least once fortnightly if unoccupied; and
- (k) any mechanical, electrical and/or structural faults within the transportable accommodation units are reported to the Shire.

- (l) Ensure gas bottles are useable at all times.

### 3. General Park amenity

The Caretaker shall ensure:

- (a) no dogs wander unattended around the Park grounds at any time;
- (b) no large animals are kept on the Park in accordance with the Wickepin Shire Council's *Health Local Laws 2008*;
- (c) noise within the Park is kept to a minimum after 9.00pm; and

### 4. Administration

The Caretaker shall:

- (a) ensure bookings for the caravan park and transportable accommodation unit are taken and recorded at the Park in a timely and efficient manner;
- (b) collect and safeguard all monies from fees and charges with respect to the Park;
- (c) deliver all monies collected from the Park monthly to the offices of the Shire in accordance with the procedure specified from time to time by the Shire; and
- (d) deliver to the Shire a written record of the number of persons accommodated at the Park monthly.

### 5. Instructions of Shire

The Caretaker shall comply with any reasonable directions given by the Shire from time to time that the Shire considers necessary or convenient for the proper management, administration or operation of the Park.

### 6. No assignment, subcontracting or delegation

- (a) The Caretaker is not the agent of the Shire and shall not enter into any contract or do any act that is binding upon the Shire.
- (b) The Caretaker must not assign, sub-contract, transfer or delegate any of its rights or the performance of any duty or obligation in this Agreement to any person without the prior written consent of the Shire.
- (c) Any consent given by the Shire to any assignment, sub-contract, transfer or delegation of this Agreement does not relieve the Caretaker from the obligations in or liabilities arising from this Agreement and in all respects the Caretaker shall remain obliged and liable for:

- (i) the performance of this Agreement; and
- (ii) the acts and/or omissions of any assignee, sub-contractor, transferee or delegate.

## **7. Indemnity**

The Caretaker indemnifies and agrees to keep indemnified the Shire from and against all actions, claims, proceedings or demands which may be brought against the Shire in respect of any loss, death, injury, illness or damage (whether personal or property, and whether special, direct, indirect or consequential, including consequential financial loss) which arises by reason of any breach of warranty, default, act or omission or any negligence by the Caretaker or by any assignee, sub-contractor, transferee or delegate of the Caretaker.

## **REMUNERATION**

8.1 The Shire shall provide remuneration to the Caretaker as specified in Item 2 of the Schedule.

## **THE SHIRE'S OBLIGATIONS**

### **9.1 Maintenance costs of the Park**

- (a) The Shire shall arrange payment for stores, materials and parts required to maintain the Park under this Agreement, including but not limited to maintenance undertaken pursuant to clauses 2.2, 3, 4, and 5.
- (b) The Shire shall carry out all major or preventative maintenance at its own cost.

### **9.2 Water, electricity and gas**

- (a) The Shire shall pay for all water, electricity and gas expenses incurred by the Park.

### **9.3 The Shire's insurance**

The Shire shall effect and keep in force throughout the Term property contents, public liability insurance policy for the Park and all equipment at the Park that is owned by the Shire.

## **TERMINATION AND DISPUTE RESOLUTION**

### **10.1 Termination by agreement**

Either Party may terminate this Agreement for any reason by giving three (3) months written notice to the other Party or, in that event, the Agreement terminates upon expiration of that period.

### **10.2 Automatic termination**

Upon:

- (a) death of the Caretaker;
- (b) the inability of the Caretaker to perform the obligations under this Agreement for any reason for a continuous period of 21 days or more, unless otherwise agreed to in writing by the Shire; or



- (c) the Park being destroyed or substantially damaged so as to require rebuilding or reconstruction of the Park,

then the Agreement is terminated.

### **10.3 Transfer after termination**

Upon termination of this Agreement, the Caretaker shall transfer the management and caretaking of the Park promptly, peacefully and in an orderly and timely manner to the Shire or to its successor.

### **10.4 No compensation after termination**

Unless the Shire resolves in writing, no damages or compensation are payable to the Caretaker upon termination of this Agreement.

## **GENERAL**

### **11. Notices**

- (a) Any notice to be given or served by one Party upon the other pursuant to this Agreement must be in writing and shall be sufficiently given:
- (i). if delivered personally to or left at the address of the Party appearing in this Agreement;
  - (ii). in the case of the Caretaker, if delivered to or left at the Park during normal business hours (8.30am to 5.00pm); or
  - (iii). if sent by prepaid post addressed to that Party at the address appearing in this Agreement.
- (b) Any notice, demand or document sent by prepaid post shall be deemed to have been received forty eight (48) hours after posting.

### **12. Relationship of parties**

The Parties acknowledge that the relationship between them is not that of employer and employee, nor principal and agent, nor any other relationship whatsoever.

## **SCHEDULE**

### **Item 1 - Term**

1 July 2018 to 30 June 2021

### **Item 2 - Remuneration**

a sum equal to 10% of the gross takings of all paid bookings at the Park, payable monthly;

**Voting Requirements:**

Simple Majority

**Motion:**
**Resolution No**
**Moved Cr**
**/ Seconded Cr**

2. That Council offer the management of the Yealering Caravan Park to Peter Stribling of 26 Roberts Street Yealering under the following agreement.

**AGREEMENT**

AGREEMENT DATED 1st day of July 2018

BETWEEN SHIRE OF WICKEPIN of Post Office Box 19, Wickepin, Western Australia, 6370 ('the Shire')

AND Peter Stribling of 26 Roberts Street Yealering, Western Australia 6372

**RECITALS**

- A. The Shire has appointed the Caretaker to provide caretaking services for the Yealering public caravan park.

**DEFINITIONS AND INTERPRETATION**
**1.1 Definitions**

- (a) "Agreement" means this Agreement, and includes the Schedule;
- (b) "Shire" means the Chief Executive Officer of the Shire of Wickepin or authorised person; -
- (c) "Caretaker" means Mr Peter Stribling;
- (d) "Park" means the Yealering caravan park located on Sewell Street, Yealering Western Australia 6372 and includes all buildings, transportable accommodation, facilities and grounds within the park boundary;
- (e) "Party" means a party to this Agreement and "Parties" has a corresponding meaning; and
- (f) "Term" means the term of this Agreement as specified in Item 1 of the Schedule.

**1.2 Interpretation**

- (a) A reference to legislation includes that legislation as amended, re-enacted or replaced and any subordinate legislation issued under it.
- (b) Headings of parts and clauses of this Agreement are for reference only and do not affect the interpretation of this Agreement.

(c) Any agreement, representation, warranty or indemnity by two or more persons (including where two or more persons are included in the same defined term) binds them jointly and severally.

(d) Any agreement, representation, warranty or indemnity in favour of two or more persons (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally.

(e) A singular word includes the plural and vice versa.

(f) If an example is given of anything (including a right, obligation or concept) and includes something else, the example does not limit the scope of that thing.

## CARETAKER'S OBLIGATIONS

### 2.1 Engagement and Term

The Shire HEREBY ENGAGES the Caretaker to care-take the Park and perform the obligations contained in this Agreement for the Term.

### 2.2 Park amenity block

The Caretaker shall ensure:

- (a) male and female toilet and shower areas are inspected at least once weekly;
- (b) Park laundry is inspected and cleaned at least once weekly;
- (c) Park washing machine is in good working order at all times; and
- (d) any mechanical, electrical and/or structural faults within the Park are reported to the Shire;
- (e) Park, gardens and barbeque area are inspected at least once weekly;
- (f) any maintenance items and cleaning requiring action, are reported to the Shire as soon as possible;
- (g) Liaise with cleaner when any cleaning requirements are to be done.
- (h) each transportable accommodation unit is inspected, after final check-out of the occupier or fortnightly;
- (i) in the event of medium to longer term rentals of a transportable accommodation unit, that suitable arrangements for cleaning and linen be made between the Caretaker and the occupant;
- (j) each transportable accommodation unit is inspected at least once fortnightly if unoccupied; and
- (k) any mechanical, electrical and/or structural faults within the transportable accommodation units are reported to the Shire.
- (l) Ensure gas bottles are useable at all times.

### 3. General Park amenity

The Caretaker shall ensure:

- (a) no dogs wander unattended around the Park grounds at any time;
- (b) no large animals are kept on the Park in accordance with the Wickepin Shire Council's Health Local Laws 2008;
- (c) noise within the Park is kept to a minimum after 9.00pm; and

#### 4. Administration

The Caretaker shall:

- (a) ensure bookings for the caravan park and transportable accommodation unit are taken and recorded at the Park in a timely and efficient manner;
- (b) collect and safeguard all monies from fees and charges with respect to the Park;
- (c) deliver all monies collected from the Park monthly to the offices of the Shire in accordance with the procedure specified from time to time by the Shire; and
- (d) deliver to the Shire a written record of the number of persons accommodated at the Park monthly.

#### 5. Instructions of Shire

The Caretaker shall comply with any reasonable directions given by the Shire from time to time that the Shire considers necessary or convenient for the proper management, administration or operation of the Park.

#### 6. No assignment, subcontracting or delegation

- (a) The Caretaker is not the agent of the Shire and shall not enter into any contract or do any act that is binding upon the Shire.
- (b) The Caretaker must not assign, sub-contract, transfer or delegate any of its rights or the performance of any duty or obligation in this Agreement to any person without the prior written consent of the Shire.
- (c) Any consent given by the Shire to any assignment, sub-contract, transfer or delegation of this Agreement does not relieve the Caretaker from the obligations in or liabilities arising from this Agreement and in all respects the Caretaker shall remain obliged and liable for:
  - (i) the performance of this Agreement; and
  - (ii) the acts and/or omissions of any assignee, sub-contractor, transferee or delegate.

#### 7. Indemnity

The Caretaker indemnifies and agrees to keep indemnified the Shire from and against all actions, claims, proceedings or demands which may be brought against the Shire in respect of any loss, death, injury, illness or damage (whether personal or property, and whether special, direct, indirect or consequential, including consequential financial loss) which arises by reason of any breach of warranty, default, act or omission or any negligence by the Caretaker or by any assignee, sub-contractor, transferee or delegate of the Caretaker.

#### REMUNERATION

8.1 The Shire shall provide remuneration to the Caretaker as specified in Item 2 of the Schedule.

#### THE SHIRE'S OBLIGATIONS

##### 9.1 Maintenance costs of the Park

(a) The Shire shall arrange payment for stores, materials and parts required to maintain the Park under this Agreement, including but not limited to maintenance undertaken pursuant to clauses 2.2, 3, 4, and 5.

(b) The Shire shall carry out all major or preventative maintenance at its own cost.

##### 9.2 Water, electricity and gas

(a) The Shire shall pay for all water, electricity and gas expenses incurred by the Park.

##### 9.3 The Shire's insurance

The Shire shall effect and keep in force throughout the Term property contents, public liability insurance policy for the Park and all equipment at the Park that is owned by the Shire.

#### TERMINATION AND DISPUTE RESOLUTION

##### 10.1 Termination by agreement

Either Party may terminate this Agreement for any reason by giving three (3) months written notice to the other Party or, in that event, the Agreement terminates upon expiration of that period.

##### 10.2 Automatic termination

Upon:

- (a) death of the Caretaker;
  - (b) the inability of the Caretaker to perform the obligations under this Agreement for any reason for a continuous period of 21 days or more, unless otherwise agreed to in writing by the Shire; or
  - (c) the Park being destroyed or substantially damaged so as to require rebuilding or reconstruction of the Park,
- then the Agreement is terminated.

##### 10.3 Transfer after termination

Upon termination of this Agreement, the Caretaker shall transfer the management and caretaking of the Park promptly, peacefully and in an orderly and timely manner to the Shire or to its successor.

##### 10.4 No compensation after termination

Unless the Shire resolves in writing, no damages or compensation are payable to the Caretaker upon termination of this Agreement.

**GENERAL****11. Notices**

(a) Any notice to be given or served by one Party upon the other pursuant to this Agreement must be in writing and shall be sufficiently given:

- (i). if delivered personally to or left at the address of the Party appearing in this Agreement;
- (ii). in the case of the Caretaker, if delivered to or left at the Park during normal business hours (8.30am to 5.00pm); or
- (iii). if sent by prepaid post addressed to that Party at the address appearing in this Agreement.

(b) Any notice, demand or document sent by prepaid post shall be deemed to have been received forty eight (48) hours after posting.

**12. Relationship of parties**

The Parties acknowledge that the relationship between them is not that of employer and employee, nor principal and agent, nor any other relationship whatsoever.

**SCHEDULE**

Item 1 - Term

1 July 2018 to 30 June 2021

Item 2 - Remuneration

a sum equal to 10% of the gross takings of all paid bookings at the Park, payable monthly;

**Carried /**

3. That Council offer the management of the Wickepin Caravan Park to Daphne Tetlow of Wickepin under the following agreement.

### AGREEMENT

#### AGREEMENT DATED 1<sup>st</sup> day of July 2018

**BETWEEN** SHIRE OF WICKEPIN of Post Office Box 19, Wickepin, Western Australia, 6370 ('the Shire')

**AND** Daphne Tetlow of 7 Fisher Street Wickepin, Western Australia 6370

#### RECITALS

- A. The Shire has appointed the Managers to provide management and caretaking services for the Wickepin Shire public caravan park.

#### DEFINITIONS AND INTERPRETATION

##### 1.1 Definitions

"Agreement" means this Agreement, and includes the Schedule;

"Shire" means the Chief Executive Officer of the Shire of Wickepin or authorised delegate; -

"Managers" means Daphne Tetlow

"Park" means the Wickepin Shire caravan park located on Wogolin Road, Wickepin, Western Australia 6370 and includes all buildings, transportable accommodation, facilities and grounds within the park boundary;

"Party" means a party to this Agreement and "Parties" has a corresponding meaning; and

"Term" means the term of this Agreement as specified in Item 1 of the Schedule.

##### 1.2 Interpretation

(a) A reference to legislation includes that legislation as amended, re-enacted or replaced and any subordinate legislation issued under it.

(b) Headings of parts and clauses of this Agreement are for reference only and do not affect the interpretation of this Agreement.

(c) Any agreement, representation, warranty or indemnity by two or more persons (including where two or more persons are included in the same defined term) binds them jointly and severally.

(d) Any agreement, representation, warranty or indemnity in favour of two or more persons (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally.

(e) A singular word includes the plural and vice versa.

- (f) If an example is given of anything (including a right, obligation or concept) and includes something else, the example does not limit the scope of that thing.

## **MANAGERS'S OBLIGATIONS**

### **2.1 Engagement and Term**

The Shire HEREBY ENGAGES the Managers to manage and care take the Park and perform the obligations contained in this Agreement for the Term.

### **2.2 Park amenity block**

The Managers shall ensure:

- (a) male and female toilet and shower areas are inspected and cleaned at least once daily;
- (b) Park laundry is inspected and cleaned at least once daily;
- (c) Park washing machine is in good working order at all times; and
- (d) any mechanical, electrical and/or structural faults within the Park are reported to the Shire immediately.

### **2.3 Maintenance of Park grounds and buildings**

The Managers shall ensure:

- (a) Park lawns are mowed and maintained in a neat and tidy state at all times;
- (b) Park gardens are maintained in a neat and tidy state at all times;
- (c) Park barbeque and barbeque table are inspected and cleaned at least once weekly;
- (d) all routine and general maintenance of plant, equipment and buildings in the Park is undertaken; and
- (e) any maintenance items requiring specialist contract assistance, including plumbing, electrical or carpentry, are reported to the Shire.

### **2.4 Transportable accommodation**

The Managers shall ensure:

- (a) each transportable accommodation unit is inspected, cleaned and re-stocked after final check-out of



the occupier;

- (b) linen used in each transportable accommodation unit is laundered and replaced upon final check-out of the occupier;
- (c) in the event of medium to longer term rentals of a transportable accommodation unit, that suitable arrangements for cleaning and linen be made between the Managers and the occupant;
- (d) each transportable accommodation unit is inspected and cleaned at least once weekly if unoccupied; and
- (e) any mechanical, electrical and/or structural faults within the transportable accommodation units are reported to the Shire immediately.

## 2.5 General Park amenity

The Managers shall ensure:

- (a) no dogs wander unattended around the Park grounds at any time;
- (b) no large animals are kept on the Park in accordance with the Wickepin Shire Council's *Health Local Laws 2008*;
- (c) noise within the Park is kept to a minimum after 9.00pm; and
- (d) Park grounds are kept and maintained for public use only, with the exception of parking of Managers personal and work vehicles.

## 2.6 Administration

The Managers shall:

- (a) ensure bookings for the caravan park and transportable accommodation unit are taken and recorded at the Park in a timely and efficient manner;
- (b) collect and safeguard all monies from fees and charges with respect to the Park;
- (c) deliver all monies collected from the Park weekly to the offices of the Shire in accordance with the procedure specified from time to time by the Shire; and
- (d) deliver to the Shire a written record of the number of persons accommodated at the Park monthly.

## 2.7 Instructions of Shire

The Managers shall comply with any reasonable directions given by the Shire from time to time that the Shire and/or Wickepin Shire Council considers necessary or convenient for the proper management, administration or operation of the Park.

## 2.8 Manager's insurance

- (a) The Managers must effect and keep in force throughout the Term of the Agreement public risk/liability insurance for the management of the Park.
- (b) Upon written request, the Managers must provide to the Shire a certificate of currency or a copy of the current public risk/liability insurance policy.

## 2.9 No assignment, subcontracting or delegation

- (a) The Managers is not the agent of the Shire and shall not enter into any contract or do any act that is binding upon the Shire.
- (b) The Managers must not assign, sub-contract, transfer or delegate any of its rights or the performance of any duty or obligation in this Agreement to any person without the prior written consent of the Shire.
- (c) Any consent given by the Shire to any assignment, sub-contract, transfer or delegation of this Agreement does not relieve the Managers from the obligations in or liabilities arising from this Agreement and in all respects the Managers shall remain obliged and liable for:
  - (i) the performance of this Agreement; and
  - (ii) the acts and/or omissions of any assignee, sub-contractor, transferee or delegate.

## 2.10 Indemnity

The Managers indemnifies and agrees to keep indemnified the Shire from and against all actions, claims, proceedings or demands which may be brought against the Shire in respect of any loss, death, injury, illness or damage (whether personal or property, and whether special, direct, indirect or consequential, including consequential financial loss) which arises by reason of any breach of warranty, default, act or omission or any negligence by the Managers or by any assignee, sub-contractor, transferee or delegate of the Managers.

## REMUNERATION

- 3.1 The Shire shall provide remuneration to the Managers as specified in Item 2 of the Schedule.

## THE SHIRE'S OBLIGATIONS

### 4.1 Maintenance costs of the Park

- a. The Shire shall arrange payment for stores, materials and parts required to maintain the Park under this Agreement, including but not limited to maintenance undertaken pursuant to clauses 2.2, 2.3, 2.4, 2.5, 2.6 and 2.7.
- b. The Shire shall carry out any major or preventative maintenance the Shire considers necessary at its own cost.

### a. Water, electricity, gas and telephone expenses

- (a) The Shire shall pay for all water, electricity and gas charges incurred by the Park.
- (b) The Shire shall pay the telephone rental charge for the telephone located in the Managers Park residence.
- (c) The Managers shall keep a record of all telephone calls relating to the management and caretaking of the Park and the Shire shall pay for all recorded telephone calls that relate to the management and caretaking of the Park
- (d) The Shire will not pay for personal telephone calls unrelated to the management and caretaking of the Park.

### 4.3 The Shire's insurance

The Shire shall effect and keep in force throughout the Term a property, contents and public liability insurance policy for the Park and all equipment at the Park that is owned by The Shire.

## TERMINATION AND DISPUTE RESOLUTION

### 5.1 Termination by agreement

Either Party may terminate this Agreement for any reason by giving three (3) months written notice to the other Party and, in that event, the Agreement terminates upon expiration of that period.

### 5.2 Automatic termination

Upon:

- (a) death of the Managers;
- (b) the inability of the Managers to perform the obligations under this Agreement for any reason for a continuous period of 21 days or more, unless otherwise agreed to in writing by the Shire; or

- (c) the Park being destroyed or substantially damaged so as to require rebuilding or reconstruction of the Park,

then the Agreement is terminated.

### **5.3 Termination on default**

If:

- (a) the Managers defaults in the observance or performance of any term or condition of this Agreement; and
- (b) the Managers fails to remedy the default (if it is capable of remedy) within seven (7) days of the Shire giving notice in writing to the Managers specifying the default and requiring the default to be remedied;

then the Shire may:

- (i). enter the Park and undertake any works, repairs or maintenance that are required to be done under this Agreement by the Managers;
- (ii). refer the matter to arbitration pursuant to clause 5.6; or
- (iii). by notice in writing given to the Managers terminate the contract, without prejudice to any other powers, rights, authorities or remedies against the Managers under the Agreement or otherwise.

### **5.4 Discretion to terminate**

If, in the opinion of the Shire, the Managers:

- (a) is unable by reason of illness or any other cause to act as Managers of the Park and manage and administer the Park for any extended period not less than 21 days;
- (b) is guilty of any personal misconduct that would detract from the Managers ability to properly and adequately discharge the duties and obligations under this Agreement; or
- (c) is guilty of any personal misconduct that would discourage members of the public from utilising the Park as a public facility,

then the Shire may give notice in writing to the Managers terminating this Agreement within seven (7) days of receipt of the notice by the Managers, and in that event, the Agreement terminates upon expiration of that period.

### **5.5 Retention of rights and remedies upon termination**

The Shire retains its rights and remedies with respect to any breach of any term and/or condition of the Agreement prior to termination of the Agreement.

## 5.6 Arbitration

- (a) Notice of any dispute or disagreement arising out of or in connection with this Agreement must be given in writing by the Party claiming that a dispute has arisen to the other Party to this Agreement specifying the nature of the dispute.
- (b) Upon receipt of the notice of dispute, the Parties must attempt to agree upon an appropriate procedure for resolving the dispute.
- (c) If within seven (7) days of receipt of the notice of dispute the dispute is not resolved or an appropriate alternative dispute resolution process is not agreed, then the Parties shall refer the dispute to a single arbitrator agreed upon by the parties in writing to be determined in accordance with the *Commercial Arbitration Act 1985 (WA)*, or if he is unable or unwilling to act, or failing agreement, by a single arbitrator nominated at the request of either Party by the President of the Law Society of Western Australia Inc.
- (d) For the purposes of the *Commercial Arbitration Act 1985 (WA)*, each Party may appear before the arbitrator personally or where the Party is a body, whether corporate or unincorporated, by an officer, employee or agent of the body and each Party may be represented by a duly qualified legal practitioner or other representative.
- (e) The arbitrator shall determine the dispute between the Parties and any award made by the arbitrator shall be final and binding upon the Parties.
- (f) If any dispute or disagreement relating to this Agreement is referred to arbitration then the costs of that arbitration shall be borne equally between the Parties unless otherwise determined by the arbitrator.
- (g) If any dispute or disagreement relating to this Agreement is referred to arbitration the Agreement shall continue to be in force.
- (h) It is a condition precedent to the right of either Party to commence litigation, other than for interlocutory relief that it has first offered to submit the dispute to arbitration.

## 5.7 Transfer after termination

Upon termination of this Agreement, the Managers shall transfer the management and caretaking of the Park promptly, peacefully and in an orderly and timely manner to the Shire or to its successor, including vacating the Managers residence at 7 Fisher Street, Wickpin, Western Australia 6370.

## 5.8 No compensation after termination

Unless the Shire resolves in writing, no damages or compensation are payable to the Managers upon termination of this Agreement.

## GENERAL

### 6.1 Notices

- (a) Any notice to be given or served by one Party upon the other pursuant to this Agreement must be in writing and shall be sufficiently given:
  - (i). if delivered personally to or left at the address of the Party appearing in this Agreement;
  - (ii). in the case of the Managers, if delivered to or left at the Park during normal business hours (8.30am to 5.00pm); or
  - (iii). if sent by prepaid post addressed to that Party at the address appearing in this Agreement.
- (b) Any notice, demand or document sent by prepaid post shall be deemed to have been received forty eight (48) hours after posting.

### 6.2 Relationship of parties

- (a) The Parties acknowledge that the relationship between them is not that of employer and employee, nor principal and agent, nor any other relationship whatsoever.
- (b) The parties acknowledge that:
  - (i). the Shire shall not deduct any income taxation from the remuneration in Item 2 of the Schedule, and it is the responsibility of the Managers to pay all such taxes as are appropriate;
  - (ii). the Shire shall not pay any superannuation in relation to the Managers management and caretaking of the Park;
  - (iii). the Shire shall not pay any worker's compensation in relation to the Managers management and caretaking of the Park; and
  - (iv). the Managers shall not be entitled to any holiday pay, long service leave, sickness benefits nor any other benefit arising under any statute or industrial award or agreement that may be conferred upon persons who are employees.

### 6.3 Waiver

- (a) A waiver of any term or condition of this Agreement must be in writing.
- (b) A waiver of a term or condition of this Agreement shall not operate as a waiver of another breach of the same or of any other term or condition contained in this Agreement.
- (c) If a Party does not exercise (or delays in exercising) any of its rights under this Agreement, that failure or delay does not operate as a waiver of those rights.

- (d) A single or partial exercise by a Party of any of its rights does not prevent the further exercise of any right.

#### 6.4 Severability

In the event of any one or more of the provisions of this Agreement being held to be prohibited, invalid or unenforceable for any reason, the remainder of the Agreement shall remain binding and in full force and effect.

#### SCHEDULE

**Item 1 - Term – Three Years**

1 July 2018 to 30 June 2021

**Item 2 - Remuneration**

- (a) a sum equal to 15% of the gross takings of all paid bookings at the Park, payable monthly;
- (b) free occupation of residence located at 7 Fisher Street, Wickpin, Western Australia 6370 known as "Caretakers Residence" ;
- (c) free water, electricity and gas at Caretakers Residence (estimated annual value \$1,500);
- (d) a sum equal to the amount of recorded telephone calls made relating to the management and caretaking of the Park in accordance with section 4.2(c), payable monthly.

**Voting Requirements:****Simple Majority****Motion:****Resolution No****Moved Cr****/ Seconded Cr**

3. That Council offer the management of the Wickepin Caravan Park to Daphne Tetlow of Wickepin under the following agreement.

**AGREEMENT****AGREEMENT DATED 1st day of July 2018****BETWEEN SHIRE OF WICKEPIN of Post Office Box 19, Wickepin, Western Australia, 6370 ('the Shire')****AND Daphne Tetlow of 7 Fisher Street Wickepin, Western Australia 6370****RECITALS**

A. The Shire has appointed the Managers to provide management and caretaking services for the Wickepin Shire public caravan park.

**DEFINITIONS AND INTERPRETATION****1.1 Definitions**

"Agreement" means this Agreement, and includes the Schedule;

"Shire" means the Chief Executive Officer of the Shire of Wickepin or authorised delegate; -

"Managers" means Daphne Tetlow

"Park" means the Wickepin Shire caravan park located on Wogolin Road, Wickepin, Western Australia 6370 and includes all buildings, transportable accommodation, facilities and grounds within the park boundary;

"Party" means a party to this Agreement and "Parties" has a corresponding meaning; and

"Term" means the term of this Agreement as specified in Item 1 of the Schedule.

**1.2 Interpretation**

(a) A reference to legislation includes that legislation as amended, re-enacted or replaced and any subordinate legislation issued under it.

(b) Headings of parts and clauses of this Agreement are for reference only and do not affect the interpretation of this Agreement.

(c) Any agreement, representation, warranty or indemnity by two or more persons (including where two or more persons are included in the same defined term) binds them jointly and severally.



- (d) Any agreement, representation, warranty or indemnity in favour of two or more persons (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally.
- (e) A singular word includes the plural and vice versa.
- (f) If an example is given of anything (including a right, obligation or concept) and includes something else, the example does not limit the scope of that thing.

## MANAGERS'S OBLIGATIONS

### 2.1 Engagement and Term

The Shire HEREBY ENGAGES the Managers to manage and care take the Park and perform the obligations contained in this Agreement for the Term.

### 2.2 Park amenity block

The Managers shall ensure:

- (a) male and female toilet and shower areas are inspected and cleaned at least once daily;
- (b) Park laundry is inspected and cleaned at least once daily;
- (c) Park washing machine is in good working order at all times; and
- (d) any mechanical, electrical and/or structural faults within the Park are reported to the Shire immediately.

### 2.3 Maintenance of Park grounds and buildings

The Managers shall ensure:

- (a) Park lawns are mowed and maintained in a neat and tidy state at all times;
- (b) Park gardens are maintained in a neat and tidy state at all times;
- (c) Park barbeque and barbeque table are inspected and cleaned at least once weekly;
- (d) all routine and general maintenance of plant, equipment and buildings in the Park is undertaken; and
- (e) any maintenance items requiring specialist contract assistance, including plumbing, electrical or carpentry, are reported to the Shire.

### 2.4 Transportable accommodation

The Managers shall ensure:

- (a) each transportable accommodation unit is inspected, cleaned and re-stocked after final check-out of the occupier;
- (b) linen used in each transportable accommodation unit is laundered and replaced upon final check-out of the occupier;

- (c) in the event of medium to longer term rentals of a transportable accommodation unit, that suitable arrangements for cleaning and linen be made between the Managers and the occupant;
- (d) each transportable accommodation unit is inspected and cleaned at least once weekly if unoccupied; and
- (e) any mechanical, electrical and/or structural faults within the transportable accommodation units are reported to the Shire immediately.

## 2.5 General Park amenity

The Managers shall ensure:

- (a) no dogs wander unattended around the Park grounds at any time;
- (b) no large animals are kept on the Park in accordance with the Wickpin Shire Council's Health Local Laws 2008;
- (c) noise within the Park is kept to a minimum after 9.00pm; and
- (d) Park grounds are kept and maintained for public use only, with the exception of parking of Managers personal and work vehicles.

## 2.6 Administration

The Managers shall:

- (a) ensure bookings for the caravan park and transportable accommodation unit are taken and recorded at the Park in a timely and efficient manner;
- (b) collect and safeguard all monies from fees and charges with respect to the Park;
- (c) deliver all monies collected from the Park weekly to the offices of the Shire in accordance with the procedure specified from time to time by the Shire; and
- (d) deliver to the Shire a written record of the number of persons accommodated at the Park monthly.

## 2.7 Instructions of Shire

The Managers shall comply with any reasonable directions given by the Shire from time to time that the Shire and/or Wickpin Shire Council considers necessary or convenient for the proper management, administration or operation of the Park.

## 2.8 Manager's insurance

- (a) The Managers must effect and keep in force throughout the Term of the Agreement public risk/liability insurance for the management of the Park.
- (b) Upon written request, the Managers must provide to the Shire a certificate of currency or a copy of the current public risk/liability insurance policy.

## 2.9 No assignment, subcontracting or delegation

- (a) The Managers is not the agent of the Shire and shall not enter into any contract or do any act that is binding upon the Shire.
- (b) The Managers must not assign, sub-contract, transfer or delegate any of its rights or the performance of any duty or obligation in this Agreement to any person without the prior written consent of the Shire.
- (c) Any consent given by the Shire to any assignment, sub-contract, transfer or delegation of this Agreement does not relieve the Managers from the obligations in or liabilities arising from this Agreement and in all respects the Managers shall remain obliged and liable for:
  - (i) the performance of this Agreement; and
  - (ii) the acts and/or omissions of any assignee, sub-contractor, transferee or delegate.

## 2.10 Indemnity

The Managers indemnifies and agrees to keep indemnified the Shire from and against all actions, claims, proceedings or demands which may be brought against the Shire in respect of any loss, death, injury, illness or damage (whether personal or property, and whether special, direct, indirect or consequential, including consequential financial loss) which arises by reason of any breach of warranty, default, act or omission or any negligence by the Managers or by any assignee, sub-contractor, transferee or delegate of the Managers.

## REMUNERATION

- 3.1 The Shire shall provide remuneration to the Managers as specified in Item 2 of the Schedule.

## THE SHIRE'S OBLIGATIONS

### 4.1 Maintenance costs of the Park

- a. The Shire shall arrange payment for stores, materials and parts required to maintain the Park under this Agreement, including but not limited to maintenance undertaken pursuant to clauses 2.2, 2.3, 2.4, 2.5, 2.6 and 2.7.
- b. The Shire shall carry out any major or preventative maintenance the Shire considers necessary at its own cost.
  - a. Water, electricity, gas and telephone expenses
    - (a) The Shire shall pay for all water, electricity and gas charges incurred by the Park.
    - (b) The Shire shall pay the telephone rental charge for the telephone located in the Managers Park residence.
  - (c) The Managers shall keep a record of all telephone calls relating to the management and caretaking of the Park and the Shire shall pay for all recorded telephone calls that relate to the management and caretaking of the Park
  - (d) The Shire will not pay for personal telephone calls unrelated to the management and caretaking of the Park.

### 4.3 The Shire's insurance

The Shire shall effect and keep in force throughout the Term a property, contents and public liability insurance policy for the Park and all equipment at the Park that is owned by The Shire.

## TERMINATION AND DISPUTE RESOLUTION

### 5.1 Termination by agreement

Either Party may terminate this Agreement for any reason by giving three (3) months written notice to the other Party and, in that event, the Agreement terminates upon expiration of that period.

### 5.2 Automatic termination

Upon:

- (a) death of the Managers;
- (b) the inability of the Managers to perform the obligations under this Agreement for any reason for a continuous period of 21 days or more, unless otherwise agreed to in writing by the Shire; or
- (c) the Park being destroyed or substantially damaged so as to require rebuilding or reconstruction of the Park,

then the Agreement is terminated.

### 5.3 Termination on default

If:

- (a) the Managers defaults in the observance or performance of any term or condition of this Agreement; and
- (b) the Managers fails to remedy the default (if it is capable of remedy) within seven (7) days of the Shire giving notice in writing to the Managers specifying the default and requiring the default to be remedied;

then the Shire may:

- (i). enter the Park and undertake any works, repairs or maintenance that are required to be done under this Agreement by the Managers;
- (ii). refer the matter to arbitration pursuant to clause 5.6; or
- (iii). by notice in writing given to the Managers terminate the contract, without prejudice to any other powers, rights, authorities or remedies against the Managers under the Agreement or otherwise.

### 5.4 Discretion to terminate

If, in the opinion of the Shire, the Managers:

- (a) is unable by reason of illness or any other cause to act as Managers of the Park and manage and administer the Park for any extended period not less than 21 days;
- (b) is guilty of any personal misconduct that would detract from the Managers ability to properly and adequately discharge the duties and obligations under this Agreement; or
- (c) is guilty of any personal misconduct that would discourage members of the public from utilising the Park as a public facility,

then the Shire may give notice in writing to the Managers terminating this Agreement within seven (7) days of receipt of the notice by the Managers, and in that event, the Agreement terminates upon expiration of that period.

#### 5.5 Retention of rights and remedies upon termination

The Shire retains its rights and remedies with respect to any breach of any term and/or condition of the Agreement prior to termination of the Agreement.

#### 5.6 Arbitration

- (a) Notice of any dispute or disagreement arising out of or in connection with this Agreement must be given in writing by the Party claiming that a dispute has arisen to the other Party to this Agreement specifying the nature of the dispute.
- (b) Upon receipt of the notice of dispute, the Parties must attempt to agree upon an appropriate procedure for resolving the dispute.
- (c) If within seven (7) days of receipt of the notice of dispute the dispute is not resolved or an appropriate alternative dispute resolution process is not agreed, then the Parties shall refer the dispute to a single arbitrator agreed upon by the parties in writing to be determined in accordance with the Commercial Arbitration Act 1985 (WA), or if he is unable or unwilling to act, or failing agreement, by a single arbitrator nominated at the request of either Party by the President of the Law Society of Western Australia Inc.
- (d) For the purposes of the Commercial Arbitration Act 1985 (WA), each Party may appear before the arbitrator personally or where the Party is a body, whether corporate or unincorporated, by an officer, employee or agent of the body and each Party may be represented by a duly qualified legal practitioner or other representative.
- (e) The arbitrator shall determine the dispute between the Parties and any award made by the arbitrator shall be final and binding upon the Parties.
- (f) If any dispute or disagreement relating to this Agreement is referred to arbitration then the costs of that arbitration shall be borne equally between the Parties unless otherwise determined by the arbitrator.
- (g) If any dispute or disagreement relating to this Agreement is referred to arbitration the Agreement shall continue to be in force.
- (h) It is a condition precedent to the right of either Party to commence litigation, other than for interlocutory relief that it has first offered to submit the dispute to arbitration.

#### 5.7 Transfer after termination

Upon termination of this Agreement, the Managers shall transfer the management and caretaking of the Park promptly, peacefully and in an orderly and timely manner to the Shire or to its successor, including vacating the Managers residence at 7 Fisher Street, Wickpin, Western Australia 6370.

#### 5.8 No compensation after termination

Unless the Shire resolves in writing, no damages or compensation are payable to the Managers upon termination of this Agreement.

### GENERAL

#### 6.1 Notices

(a) Any notice to be given or served by one Party upon the other pursuant to this Agreement must be in writing and shall be sufficiently given:

- (i). if delivered personally to or left at the address of the Party appearing in this Agreement;
- (ii). in the case of the Managers, if delivered to or left at the Park during normal business hours (8.30am to 5.00pm); or
- (iii). if sent by prepaid post addressed to that Party at the address appearing in this Agreement.

(b) Any notice, demand or document sent by prepaid post shall be deemed to have been received forty eight (48) hours after posting.

#### 6.2 Relationship of parties

(a) The Parties acknowledge that the relationship between them is not that of employer and employee, nor principal and agent, nor any other relationship whatsoever.

(b) The parties acknowledge that:

- (i). the Shire shall not deduct any income taxation from the remuneration in Item 2 of the Schedule, and it is the responsibility of the Managers to pay all such taxes as are appropriate;
- (ii). the Shire shall not pay any superannuation in relation to the Managers management and caretaking of the Park;
- (iii). the Shire shall not pay any worker's compensation in relation to the Managers management and caretaking of the Park; and
- (iv). the Managers shall not be entitled to any holiday pay, long service leave, sickness benefits nor any other benefit arising under any statute or industrial award or agreement that may be conferred upon persons who are employees.

#### 6.3 Waiver

(a) A waiver of any term or condition of this Agreement must be in writing.

(b) A waiver of a term or condition of this Agreement shall not operate as a waiver of another breach of the same or of any other term or condition contained in this Agreement.

(c) If a Party does not exercise (or delays in exercising) any of its rights under this Agreement, that failure or delay does not operate as a waiver of those rights.

(d) A single or partial exercise by a Party of any of its rights does not prevent the further exercise of any right.

#### 6.4 Severability

In the event of any one or more of the provisions of this Agreement being held to be prohibited, invalid or unenforceable for any reason, the remainder of the Agreement shall remain binding and in full force and effect.

#### SCHEDULE

Item 1 - Term – Three Years

1 July 2018 to 30 June 2021

Item 2 - Remuneration

(a) a sum equal to 15% of the gross takings of all paid bookings at the Park, payable monthly;

(b) free occupation of residence located at 7 Fisher Street, Wickpin, Western Australia 6370 known as "Caretakers Residence" ;

(c) free water, electricity and gas at Caretakers Residence (estimated annual value \$1,500);

(d) a sum equal to the amount of recorded telephone calls made relating to the management and caretaking of the Park in accordance with section 4.2(c), payable monthly.

Carried /

## Governance, Audit and Community Services

**10.2.05 - Plastic Shopping Bags – Supply of Reusable Shopping Bags**

Submission To:	Ordinary Council
Location / Address:	Shire of Wickepin
Name of Applicant:	Cheryl Lang
File Reference:	CS.PR.602
Author:	Mark J Hook, Chief Executive Officer
Disclosure of any Interest:	Nil
Date of Report:	2 May 2017

**Enclosure/Attachments:****Summary:****Background**

Council has received the following request via email to the CEO on the 1 May 2018.

*As you are probably aware as of 1st of July 2018 plastic shopping bags will no longer be an option for retailers to supply to shoppers. While some people may already have reusable shopping bags many may not. My question is whether the Shire would consider funding the purchase of reusable shopping bags and supply them to local businesses and sell them at cost to customers. Allocating so many to each business who then could reimburse the Shire for the number allocated. These bags could perhaps have the Shire logo on them, or the town name or even just plain. I hope you will give my suggestion some serious thought.*

**Comments:**

Following is an extract from the WA Department of Water and Environmental Regulation website regarding the WA plastic Bag Ban.

*From 1 July 2018, lightweight plastic bags will be banned state wide in Western Australia. Implemented by the State Government, the ban will bring WA in line with South Australia, Tasmania, the Northern Territory, and the Australian Capital Territory which already have plastic bag bans in place. Queensland has also committed to a ban from 1 July, 2018. Each year billions of lightweight plastic shopping bags are supplied nationally, with around five million littered in WA alone. While plastic shopping bags make up a relatively small portion of solid waste and litter, they are not biodegradable and can have devastating impacts on marine wildlife and birds. Since its announcement, WA's plastic bag ban has been widely supported by the community and industry, including among major retailers which are some of the biggest suppliers of plastic shopping bags. Major supermarkets Coles, Woolworths and IGA have indicated their intention to ban light weight plastic bags while some WA retailers – including Aldi and Bunnings – already support the ban by not offering lightweight plastic bags to customers.*



## Household views on plastic waste

*The Department of Water and Environmental Regulation is working with Boomerang Alliance to help people make the necessary preparations for the ban on 1 July 2018. A survey of WA households in November 2017 found that most people (more than 90%) are concerned about the impacts of plastic on our environment and support a state-wide ban on plastic bags (84 %).*

It looks like most of the major shopping chains have already implemented a ban on all plastic bags prior to the 1<sup>st</sup> July 2018 deadline, and already have in place the purchase of other suitable shopping bags. As most of the Wickpin residents have access to these larger shopping chains most Wickpin residents may already have purchased alternatives to plastic shopping bags.

The design and cost of the proposed bags would be as follows

Price below includes a 1 colour print on 1 side of the bag  
Additional print charged at 6 cents per colour per side

### WHD22M - Heavy duty shopping bag

Material: 100gm NWPP  
Size: (HxWxD) 35cm x 32cm x 22cm  
Insert: PP Hard bottom insert  
Handles: Standard hand carry - 2 x (L) 106cm x (W) 3.5cm NWPP \*handles stitched to the outside of the bag\*  
Over the shoulder carry - 2 x (L) 124cm x (W) 3.5cm NWPP \*handles stitched to the outside of the bag\*  
the  
Custom print: 1 colour on 1 side of bag  
Qty: 500 @ \$1.39 per bag ex GST  
1000 @ \$1.31 "

CUSTOMER NAME: SHIRE OF WICKPIN

REFERENCE: SOW 109930 01

#### KIRA A4 TOTE BAG

DIMENSIONS:  
Bag: H 355mm x W 270mm x Gusset 90mm  
Handle Length: 420mm.

PRODUCT COLOUR:  
Navy Blue

PRINT COLOUR:  
White

DECORATION:  
Screen Print: 200mm x 250mm

DESCRIPTION:  
Medium size tote bag with a gusset which is ideal for holding A4 documents, books and catalogues etc. It is manufactured from 80gsm eco-friendly non-woven material which can be recycled.

Screen Print  
or  
Digital Transfer



## Statutory Environment:

## Policy Implications:

Nil – Council has Policy in relation to this matter

## Financial Implications:

The Shire of Wickepin population is approximately 715 as shown on the WALGA website. If Council was to purchase two bags per person the cost would be

$$715 \times \$1.31 = \$936.65$$

Council currently has no budget allocation for a purchase such as this so it would require an absolute majority unless it was budgeted for in the 2018/2019 budget allocations.

## Strategic Implications:

Fits within theme 2 of Councils Strategic Community Plan 2012 – 2022

### Theme 2 – To ensure the Protection and Improvement of the Environment

A protected and enhanced environment that is aesthetically beautiful and provides benefits for generations to come

Goal	Action	Measure
<b>2.1 Continue to support and encourage actions taken in relation to environmental problems.</b>	<ul style="list-style-type: none"> <li>Support to the Facey Group relevant to retention of remnant vegetation, salinity control, etc. sustainability, downstream processing, revegetation other functions</li> <li>Continue support for the control of pest plants and vermin.</li> <li>Monitor, review and adhere to the principals of the Roadside Vegetation Conservation Plan</li> </ul>	<ul style="list-style-type: none"> <li>Ensure protection of vegetation on the reserves vested in Council in accordance with Council policy.</li> </ul>
<b>2.2 Investigate and foster actions to deal with waste disposal and recycling issues.</b>	<ul style="list-style-type: none"> <li>Take action to ensure the successful implementation of waste disposal.</li> <li>Investigate the options for Waste Rubbish Disposal and establish and support recycling and implement proposals.</li> <li>Maintain and improve the Wickepin Effluent Disposal system.</li> <li>Recycle wastewater for use on recreational areas.</li> </ul>	<ul style="list-style-type: none"> <li>We have a clear, published waste disposal plan monitored annually to ensure compliance.</li> </ul>

## Fits within theme 2 of the Shire of Wickpin Corporate Business Plan 2015 - 2020

**Theme 2 – To ensure the protection and improvement of the Environment****Outcome: A protected and enhanced environment that is aesthetically beautiful and provides benefits for generations to come**

Goal	Strategies	Action(s)	When	Implications for Informing strategies	Funding	Council Role
<b>Goal - 2.1</b> Continue to support and encourage actions taken in relation to environmental problems.	<ul style="list-style-type: none"> <li>Support to the Facey Group relevant to retention of remnant vegetation, salinity control, etc. sustainability, downstream processing, re-vegetation other functions.</li> <li>Continue support for the control of pest plants and vermin.</li> <li>Monitor, review and adhere to the principles of the Roadside Vegetation Conservation Plan.</li> </ul>	<ul style="list-style-type: none"> <li>Continue support to Facey Group:               <ul style="list-style-type: none"> <li>Living Lakes Project; and</li> </ul> </li> <li>Vegetation retention, salinity measures and re-vegetation strategies on an on-going basis.</li> <li>Control invasive (pest) plants and vermin as required.</li> <li>Manage road vegetation in accordance with legislative requirements.</li> </ul>	2015-2020	Nil	Existing	Partner
			2015-2020	Nil	Existing	Provider
			2015-2020	Nil	Existing	Provider
<b>Goal - 2.2</b> Investigate and foster actions to deal with waste disposal and recycling issues.	<ul style="list-style-type: none"> <li>Take action to ensure the successful implementation of waste disposal.</li> <li>Investigate the options for Waste Rubbish Disposal and establish and support recycling and implement proposals.</li> <li>Maintain and improve the Wickpin Effluent Disposal system.</li> <li>Recycle wastewater for use on recreational areas.</li> </ul>	<ul style="list-style-type: none"> <li>Continue to collect kerbside waste weekly.</li> <li>Continue to collect recyclables on a fortnightly basis.</li> <li>Maintain current service levels for the wastewater network serving residents of Wickpin.</li> <li>Support Regional Waste facility</li> </ul>	2015-2020	Nil	Existing	Provider
			2015-2020	Nil	Existing	Provider
			2015-2020	Nil	Existing	Provider
			2015	Nil	Existing	Partner

Service Levels	Success Measures
Environmental programs are maintained	Number of environmental programs
Waste management services are maintained at current frequencies and service coverage	Number of waste collections Number of recycling collections Percentage of Shire properties covered by waste collection Amount of waste diverted from landfill

**Recommendations:**

That the Shire of Wickpin place an amount of \$2,000 in the 2018/2019 Budget Estimates for the purchase of suitable reusable shopping bags.

**Voting Requirements:**

Absolute Majority to purchase in 2017/2018 Financial Year

Simple Majority to place in the 2018/2019 Budget Estimates

**Council Decision:****Resolution No****Moved Cr****/ Seconded Cr**

That the Shire of Wickpin place an amount of \$2,000 in the 2018/2019 Budget Estimates for the purchase of suitable reusable shopping bags.

**Carried /**

Governance, Audit and Community Services

**10.2.06 – Lifestyle Retirement Committee Meeting Recommendations**

Submission To:	Ordinary Council
Location/Address:	Whole Shire
Name of Applicant:	Lifestyle Retirement Committee
File Reference:	CR.MEE.203
Author:	Agatha Prior – Executive Support Officer
Disclosure of any Interest:	Nil.
Date of Report:	14 May 2018

**Enclosure/Attachments:**

Nil.

**Summary:**

Lifestyle Retirement Committee meeting held on Wednesday 9 May 2018.

**Background**

Lifestyle Retirement Committee meeting held on Wednesday 9 May 2018.

**Comments:**

The Lifestyle Retirement Committee meeting was held on Wednesday 9 May 2018 and passed the following recommendation:

**Moved Murray Lang / Seconded Kevin Coxon**

That if the funding for the WSAHA for the independent living units at Johnston Park is unsuccessful, Council will put an amount in the 2018/19 budget estimates to construct 2 new independent living units on Johnston Park.

**Carried 8/0****Statutory Environment:**

Nil.

**Policy Implications:**

Not applicable.

**Financial Implications:**

Cost of 2 independent living units at Johnston Park would be approximately \$600,000.00.

Council currently has in the building reserve fund \$490,494.00, \$37,672.00 in the cottage homes reserve and \$237,337.00 in the aged persons accommodation reserve.

**Strategic Implications:**

Nil.

**Recommendations:**

That council pass the following recommendation;

That if the funding for the WSAHA for the independent living units at Johnston Park is unsuccessful, Council will put an amount in the 2018/19 budget estimates to construct 2 new independent living units on Johnston Park.

**Voting Requirements:**

Simply majority

**Motion:****Resolution No****Moved Cr****/ Seconded Cr**

That if the funding for the WSAHA for the independent living units at Johnston Park is unsuccessful, Council will put an amount in the 2018/19 budget estimates to construct 2 new independent living units on Johnston Park.

**Carried /**

Governance, Audit and Community Services

**10.2.07 – Lifestyle Retirement Committee Meeting Recommendations**

Submission To:	Ordinary Council
Location/Address:	Whole Shire
Name of Applicant:	Lifestyle Retirement Committee
File Reference:	CR.MEE.203
Author:	Agatha Prior – Executive Support Officer
Disclosure of any Interest:	Nil.
Date of Report:	14 May 2018

**Enclosure/Attachments:**

Nil.

**Summary:**

Lifestyle Retirement Committee meeting held on Wednesday 9 May 2018.

**Background**

Lifestyle Retirement Committee meeting held on Wednesday 9 May 2018.

**Comments:**

The Lifestyle Retirement Committee meeting was held on Wednesday 9 May 2018 and passed the following recommendation:

**Moved Kevin Coxon / Seconded Leanne Smith**

That the Lifestyle Retirement Committee Meeting time be changed to 9am

**Carried 8/0**

**Statutory Environment:**

Nil.

**Policy Implications:**

Not applicable.

**Financial Implications:**

Nil.

**Strategic Implications:**

Nil.

**Recommendations:**

That council pass the following recommendation;

That the Lifestyle Retirement Committee Meeting time be changed to 9am.

**Voting Requirements:**

Simply majority

**Motion:****Resolution No.**

Moved

/ Seconded

That the Lifestyle Retirement Committee Meeting time be changed to 9am

Carried /



## Council

## 11. Council - Presidents Report

### Presidents Report May 2018

Welcome to Gary Rasmussen, who has commenced his position on the staff as Manager of Works.

A big thank you to all concerned with the organisation, contribution and running of the annual commemorative ANZAC Day Service on Wednesday 25 April 2018.

A special mention and thanks to the Wickepin Community Choir, accompanied by Claude Simpson and School Students, for singing two songs – “And the Band Played Waltzing Matilda” and “In Flanders Fields”, which helped to bring home the enormity of the First World War, and subsequent wars, and their effects on soldiers and their communities both past and present.

Students from Wickepin Primary School, Hayley Doncon, and Yealering Primary School, Georgia Hill, each presented a reading.

The year of 2018 marks the Centenary of the End of the First World War, and this will be commemorated on 11 November 2018.

Thanks also to David Koppers and his Mum who travelled from the city to play the “Last Post”; Murray Lang who read “The Ode” and Dave Astbury who was in charge of the Flag Raising; and to the Shire Gardeners who had the lawns and gardens surrounding the War Memorial looking fantastic.

A wonderful attendance and lovely morning tea, supplied by the community, was enjoyed by all...Thank You.

Wednesday May 9 I took part in the Central Country Zone Executive Committee teleconference, the main topic being the annual budget, of which will be put to the Zone for consideration and adoption at the next Zone Meeting on 25 May 2018.

It was recommended that there be a nil increase in member subscriptions, as there is a small surplus in funds, and the expenses will be similar as previous years.

The Dryandra Makers Trail and street stall markets, held over the weekend of 12 & 13 May gave Wickepin's Town Hall and Main Street a very lively atmosphere. Congratulations and well done to all who were involved in the running of those events.

### Resolution No

Moved Cr            / Seconded Cr

That Council endorse the President's Report dated 7 May 2018.

Carried    /

Council

## 12. Council – Chief Executive Officers Report

Submission To:	Ordinary Council
Location / Address:	Whole Shire
Name of Applicant:	Mark J Hook – Chief Executive Officer
File Reference:	CM.REP.2
Author:	Mark J Hook – Chief Executive Officer
Disclosure of any Interest:	Nil
Date of Report:	7 May 2018

### Manager of Works

Mr Gary Rasmussen started in the position as the Manager of Works on the 7 May 2018 the CEO. Welcome to Gary and I look forward to great working relationship with Gary

### RAV Network Roads

The CEO has received the following email from the Main Roads WA Heavy Vehicle Services regarding the Cuballing East Road.

*Thank you for your letter dates 22 March 2018 (File: TT.PLA.2801 / RD.PLA.2630) to have two network conditions removed from Cuballing East Rd 4290024 for RAV networks 2 to 6. The conditions relating to headlights and through route have been removed from the road and RAV Networks 2 to 6 road tables have been updated.*

CBH have been advised of the changes to the Cuballing East Road RAV network changes.

### Aged Accommodation Units

Work has commenced on the refurbishment of the existing aged units Wogolin Road Wickepin by Ben Kittow Constructions and should be completed by the end of June. The CEO has agreed to the following changes to the original Quotes and contract.

#### KITCHEN

- revised layout as per new plan (fridge recess size, over heads central now)
- Oven upgrades (not free standing)
- New down light (delete existing fluoro).
- Iron stone colour top with white cupboards

#### BATHROOM

- New toilets to all units (not in original quote)
- Vanity to be straight (not corner unit).
- Wall Tiles to Shower recess only (due to small room).
- Shower screen deleted, new corner curtain rail for more access.
- New down light

With these changes there should be no variation to the contract price.

### Mechanic - Matt Pockran

Council, Matt Pockran has advised the CEO in writing of his resignation from the position of mechanic as of the 23 May 2018 to take up a position as a supervisor with a private firm in Corrigin.

**MEETINGS ATTENDED**

<b>April 2018</b>	
23 <sup>rd</sup>	Shire of Williams at Wickepin Cemetery to look at new niche system
25 <sup>th</sup>	Anzac Day Service Wickepin
<b>May 2018</b>	
1 <sup>st</sup>	LEMC Meeting at Shire of Cuballing
2 <sup>nd</sup>	With Councillor Lansdell attended the forum in Northam with Minister McTiernan to discuss economic development opportunities and to learn more about the State Government's plan for the future of the Wheatbelt.
7 <sup>th</sup>	Albert Facey Homestead Meeting
9 <sup>th</sup>	Lifestyle Committee Meeting

**DELEGATION REGISTER**

No.	Delegation Name	Delegation To	Delegation Exercised	When Exercised	Persons Affected
A1	Cheque Signing and Account Authorisation	CEO	Signing Cheques	April 2018	Nil.
A2	Septic Tank Application Approvals	EHO			
A3	Building Approvals	BO			
A4	Road Side Advertising	CEO			
A5	Application for Planning Consent	CEO			
A6	Appointment and Termination of Staff	CEO			
A7	Rates Recovery – Instalment Payments	CEO	Payment Plan		Rate Payers
A8	Issue of Orders	CEO			
A9	Legal Advice	CEO			
A10	Permits to Use Explosives	CEO			
A11	Street Stalls	CEO			
A12	Liquor Consumption on Shire Owned Property	CEO	Wickepin Netball Club	2018 Season	Wickepin Netball Club
A13	Hire of Community Halls / Community Centre	CEO			

**Resolution No**

Moved Cr / Seconded Cr

That Council endorse the Chief Executive Officer's Report dated 7 May 2018.

Carried /

**13. Notice of Motions for the Following Meeting****14. Reports & Information****15. Urgent Business****16. Closure**

There being no further business the Presiding Officer declared the meeting closed at                      pm.