



A Fortunate Place



Shire of Wickepin

# Agenda

# Ordinary Meeting of Council

Council Chambers, Wickepin

# 16 May 2018







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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 /



Receival of Minutes

## 7.2 – Lifestyle Retirement Committee Meeting

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

## 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>Definitions 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>Serious Hardship 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>Financial Assets 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.</p> <p>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 Wickepin, 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><b>3.1.1.2 GUIDELINES AND PROCEDURES</b></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 Deferrals 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 Wickepin.</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 Wickepin 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 Wickepin 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 Wickepin 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 Wickepin 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><b>Non-Service of General Procedure Claim</b></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 Wickepin 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 Wickepin;</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><u>\$ 323,917.95</u></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 /**

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 Wickepin, 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  
Website: 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 Wickepin 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 Wickepin and surrounding communities the Facey Group and Shire of Wickepin 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 Wickepin (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 Wickepin 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 Wickepin through other avenues (for examples – Yealering Golf Club, Wickepin Football Club, St Johns Ambulance).

Throughout the MOU period the Facey Group has hosted over 32 events within the Shire of Wickepin 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 Wickepin 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 Wickepin 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 Wickepin 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.

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

<b>Expenditure</b>	
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.

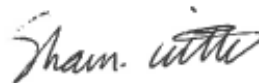
Once again we would like to sincerely thank the Shire of Wickepin for the continued support of the Facey Group and hope to continue developing this relationship into the future to ensure growth locally within the agricultural community and develop links within the greater industry. Please find attached 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

## 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 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

#### 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 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 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** XXXXXXXXXXXXXXXXXXXXX

### 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 XXXXXXXXX;
- (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.

























































- (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

**Voting Requirements:**

Simple Majority

<b>Motion:</b>	<b>Resolution No</b>
	<b>Moved Cr / Seconded Cr</b>
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 Wickepin 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

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

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

<b>Motion:</b>	<b>Resolution No</b>	
	<b>Moved Cr</b>	<b>/ Seconded Cr</b>
2.	That Council offer the management of the Yealering Caravan Park to Peter Stribling of 26 Roberts Street Yealering under the following agreement.	
	<b>AGREEMENT</b>	
	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	
<b>RECITALS</b>		
A.	The Shire has appointed the Caretaker to provide caretaking services for the Yealering public caravan park.	
<b>DEFINITIONS AND INTERPRETATION</b>		
1.1	<b>Definitions</b>	
(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	<b>Interpretation</b>	
(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, Wickepin, 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, Wickepin, 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 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, Wickepin, 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, Wickepin, 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 Wickepin residents have access to these larger shopping chains most Wickepin 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 WICKEPIN**  
**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>













**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.