

Minutes

ORDINARY MEETING OF COUNCIL 20 JUNE 2012 COUNCIL CHAMBERS WICKEPIN



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**Minutes of an Ordinary Meeting of Council held in Council Chambers, Wickepin
Wednesday 20 June 2012**

The President declared the meeting open at 3.31pm.

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

Attendance

Shire President	Cr SJ Martin
Deputy Shire President	Cr JA Russell
Councillors	Cr GCL Hinkley
	Cr FA Allan
	Cr AG Lansdell
	Cr KL Coxon
	Cr DJ Asbury
	Cr RE Easton

Apologies

Leave of Absence (Previously Approved)

2. Public Question Time

President Martin welcomed Leah Pearson to the Shire of Wickepin.

3. Applications for Leave of Absence/Apologies

4. Petitions, Memorials and Deputations

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

Item	Item Title	Councillor/Officer	Interest	Reason
10.1.02	Road Name Changes - Proposals	Cr JA Russell	Proximity	Owner of farmland neighbouring road

Item	Item Title	Councillor/Officer	Interest	Reason
10.2.14	Acceptance Tender 4/2011-12 Bowling Green	Cr AG Lansdell	Financial Impartiality	Member of the Wickepin Sports Club

Item	Item Title	Councillor/Officer	Interest	Reason
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10.2.14	Acceptance Tender 4/2011-12 Bowling Green	Cr DJ Astbury	Financial Impartiality	Chairperson of the Wickepin Sports Club
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Item	Item Title	Councillor/Officer	Interest	Reason
10.1.02	Road Name Changes - Proposals	Cr GCL Hinkley	Proximity	Own farmland neighbouring road

6. Confirmation of Minutes – Ordinary Meeting of Council – 16 May 2012

Resolution No 200612-01

Moved Cr Coxon / Seconded Cr Allan

That the minutes of the Ordinary Council meeting held on Wednesday 16 May 2012 be confirmed as a true and correct record.

Carried 8/0

7. Receival of Minutes

Receival of Minutes

7.1 Waste Management Committee

Submission To:	Ordinary Council
Location / Address:	Whole Shire
Name of Applicant:	Leah Pearson, Executive Support Officer
File Reference:	
Author:	Leah Pearson, Executive Support Officer
Disclosure of any Interest:	Nil
Date of Report:	12 June 2012

Enclosure / Attachment:

Minutes of the Waste Management Committee Meeting held on Wednesday 30 May 2012.

Background:

The Waste Management Committee Meeting was held on Wednesday 30 May 2012.

Comment:

Section 5.22 of the Local Government Act 1995

Statutory Environment:

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.

Policy Implications: Not applicable.

Financial Implications: Not applicable.

Strategic Implications: Not applicable.

Recommendation:

That the minutes of Waste Management Committee Meeting held on Wednesday 30 May 2012 be received.

Voting Requirements: Simple majority.

Resolution No 200612-02**Moved Cr Astbury / Seconded Cr Russell**

That the Minutes of Waste Management Committee Meeting held on Wednesday 30 May 2012 be received.

Carried 8/0

Receival of Minutes

7.2 Townscape & Cultural Planning Committee Meeting

Submission To:	Ordinary Council
Location / Address:	Whole Shire
Name of Applicant:	Leah Pearson, Executive Support Officer
File Reference:	206
Author:	Leah Pearson, Executive Support Officer
Disclosure of any Interest:	Nil
Date of Report:	14 June 2012

Enclosure / Attachment:

Minutes of the Townscape & Cultural Planning Committee Meeting held on Wednesday 13 June 2012.

Background:

The Townscape & Cultural Planning Committee Meeting was held on Wednesday 13 June 2012.

Comment:

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

Policy Implications: Not applicable.

Financial Implications: Not applicable.

Strategic Implications: Not applicable.

Recommendation:

That the minutes of Townscape & Cultural Planning Committee Meeting held on Wednesday 13 June 2012 be received.

Voting Requirements: Simple majority.

Resolution No 200612-03

Moved Cr Lansdell / Seconded Cr Easton

That the Minutes of Townscape & Cultural Planning Committee Meeting held on Wednesday 13 June 2012 be received.

Carried 8/0

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
214 - 210911-10	Lake Yealering Progress Association - Swimming Hole Future	CEO 1710	That Council meets with the Lake Yealering Progress Association in Yealering to discuss the future of the Swimming Hole which is part of Recreation Reserve 9610 vested in the Shire of Wickepin, noting that it is Councils preference to have the swimming hole banks removed and to have that area of the lake returned to its naturally built environment.	○	No action taken on this matter at this stage Possibly part of Living Lakes Project
225 - 221111-07	Wickepin Shire Waste Management Services	CEO 2902	That Council call tenders for the provision of kerbside refuse collection services for Wickepin and Yealering townsites on a weekly basis, further that the tender include costings and or options in relation to the handling of putrescible waste and recycling for the townsites of Harrismith and Tincurrin and the continued provision of recycling for the farming community who do not receive a kerbside service.	✓	Tenders closed on 8 th June 2012
234 - 221111-20	Proposed Acquisition - Lot 8 Wogolin Road	CEO	That council investigates the acquisition of Lot 8 Wogolin Road, Wickepin with a view to better positioning Council to be able to assist/enhance business development in the Wickepin Shire, further that Council identify the acquisition of the land and potential development of trade business units as a regional priority under the Country Local Government Fund Royalties for Regions Program.	○	CEO has been advised by Real Estate Agent that they are still trying to contact the owner
249 - 210312-13	Wickepin District Sports Club - Golf Club Tractor	CEO	That Council makes application to the Treasury for a Self-Supporting Loan for \$10,000 for the Wickepin Districts Sports Club Incorporated for a period of 60 Months with all repayments and fees being the responsibility of the Wickepin District Sports Club Incorporated.	○	Approval for loan, received loan to be drawn down after advert period

Item	Subject/Action	Officer/ File	Progress	Status	Comment
250 - 210312-14	Wickepin Community Resource Centre - Open Ended Lease	CEO	That Council: 1. Delegate to the Shire President, Deputy President and the Chief Executive Officer the power to negotiate a lease agreement for Lot 106 Wogolin Road Wickepin to the Wickepin Community Resource Centre. 2. Continues the current level of support by covering the cost of the water rates and building and contents insurance for the Wickepin Community Resource Centre building on Lot 106 Wogolin Road Wickepin. 3. Discuss future requirements with the Wickepin Community Resource Centre and investigate appropriate funding options for the building.	○	Lease being drawn up by Community Resource Centre CEO to follow up
255- 180412-19	Wickepin Community Centre Car Park		That the Chief Executive Officer invites three quotes for a complete concept design and feasibility study to allow for future Wickepin Sporting Groups to move to the Wickepin Sports Ground area.	○	CEO requesting quotes
258- 160512-08	Proposed Road Widening - Williams Kondinin Road	CEO 2600	That the Shire of Wickepin concur to the dedication of the land , the subject of Main Roads Drawings 1260-0888, 1260-089, 0360-096 and 0360-097 as a road under Section 56 of the Land Administration Act 1997.	✓	Letter sent on 21 st May 2012
259- 160512-13	Community Grant Application	ESO 1519	That applications for financial assistance from Toolibin Tennis Club, Tincurrin Primary School, Wickepin District Sports Club, Support Group for parents of children with special needs and Lake Yealering Progress Association be formally noted and referred to the 2012/13 budget deliberations.	✓	Applications have gone into 2012-13 budget deliberations
260- 160512-14	Review of the Royalties for Regions Country Local Government Fund	CEO 1539	That Council supports the following recommendations and forwards them to the CLGF Review.	✓	Letter was sent on 21 st May 2012
261- 160512-15	Wickepin Districts Sports Club Incorporated Self- Supporting Loan	CEO	That Council makes application to the Treasury for a Self-Supporting Loan of up to \$110,000 for the Wickepin Districts Sports Club Incorporated over a 120 month period for their contribution towards the two synthetic bowling greens. All repayments and fees be the responsibility of the Wickepin Districts Sports Club.	○	Application has been forwarded to the treasury. Awaiting comments.

Item	Subject/Action	Officer/ File	Progress	Status	Comment
262- 160512-16	Gumnut Cottage - Lot 7 Fisher Street, Wickepin	CEO	That Council authorise the Chief Executive Officer to list Gumnut Cottage Lot 7 Fisher Street, Wickepin held by certificate of title Volume 1904 Folio 370 for sale in accordance with Section 3.58 of the Local Government Act 1995 through a Local Real Estate Agent.	○	The Professionals will be listing Gumnut Cottage at a price of \$100,000.00
263- 160512-17	Wickepin Districts Sports Club - Bowling Green Tender	CEO	That Council call tenders for the installation of two synthetic bowling greens at the Wickepin District Sports Club lot 1 Wickepin Kondinin Road as per the RFT specifications 03-2011/12 attached under separate cover.	✓	Council called for tenders. Applications closed Friday 8 th June 2012.
264- 160512-18	2012/13 Narrogin Business and Community Directory	CEO	That Council advise Market Creations that it wishes to be part of the 2012/13 Narrogin Business and Community Directory in the way of sponsorship by publishing one full page of Local Shire content at the rate of \$671 per full page.	✓	Advert has been sent. Awaiting approval.
265- 160512-20	DVROC (Dryandra Voluntary Regional Organisation of Councils)	CEO	That Council delegate authority to the President and Deputy President to work through Business Plans for Transfer Stations and Aged Accommodation	✓	The CEO has forwarded business plans for transfer stations to Regional Development and Lands.
266- 160512-12	Blackwood Basin Group Elections	CEO	That Council forwards the correspondence onto the Facey Group for the nomination of a person to the Blackwood Basin Group Committee	✓	Information has been forwarded to the Facey Group.
267- 160512-22	Railway Retention Alliance	CEO	1. That Council Place \$5,000 in the 2012/13 Budget Estimates as a contribution towards the cost of the new Tier 3 Rail report to be undertaken by Cardno. 2. That Council advocate Phillip Gardiner MLC and Maw Trenorden MLC to work strongly in conjunction with the Wheatbelt Railway Retention Alliance Executive Committee as there working group	✓	\$5,000 has been placed in the 2012/13 budget deliberations. Council has advocated Phillip Gardiner MLC and Maw Trenorden MLC as their working group.
268- 160512-23	Governance, Audit and Community Services Committee Meeting Recommendations	CEO	That Council formally enters into a legally binding three year contract in accordance with the agreement.	✓	Agreement has been signed by the Facey Group and the Shire of Wickepin.

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:	Peter Vlahov, Manager Works & Services
File Reference:	2610
Author:	Peter Vlahov, Manager Works & Services
Disclosure of any Interest:	Nil
Date of Report:	13 June 2012

Enclosure / Attachment: Ongoing Maintenance List

Background: Monthly report submitted from Manager of Works & Services, Mr Peter Vlahov.

Comment: Not applicable.

Programmed Construction Works

- Brooks Road gravel sheeting has been completed. Guide posting and signage installation will be completed prior to the 15 June 2012.
- Helm Road gravel sheeting is underway. Drainage works and vegetation clearing has been completed.
- Harrismith main street kerbing has been installed. This project will be completed when the weather is more suitable.
- Over 90% of the works program has been completed.

Maintenance Works

Some storm damage (trees across roads) has occurred and has been dealt with.

Please see ongoing list attached.

Occupational Health and Safety Nil

Workshop

- General ongoing servicing and repairs
- Cat Vibe roller has had brake problems
- The Free-Roll (roller that is attached to the maintenance grader) has been repaired and is now in use
- Various other repairs
- Construction of the car port at Cottage Homes
- Building Maintenance and repairs

Statutory Environment: Local Government Act 1995.

Policy Implications: Not applicable.

Financial Implications: Not applicable.

Strategic Implications: Not applicable.

Summary: Not applicable.

Recommendation:

That council notes the report from the Manager of Works and Services dated 13 June 2012.

Voting Requirements: Simple majority

Resolution No 200612-04

Moved Cr Astbury / Seconded Cr Hinkley

That council notes the report from the Manager of Works and Services dated 13 June 2012.

Carried 8/0

Technical Services

10.1.02 - Road Name Changes - Proposals

Submission To:	Ordinary Council
Location / Address:	Whole Shire
Name of Applicant:	Mark J Hook, Chief Executive Officer
File Reference:	2611
Author:	Mark J Hook, Chief Executive Officer
Disclosure of any Interest:	Nil
Date of Report:	1 June 2012

Enclosure / Attachments: Various Maps

Background:

Over the past few months the CEO has been working on addressing the reply from Land Gate and the Geographical Names Committee on Council resolution 150611-07 passed at the 15th June Ordinary Meeting of Council regarding the proposed road name changes.

Comment:

A summary of the research into the proposed road name changes and the reply from Land Gate is as follows:

Resolution No 150611-07**Moved Cr Astbury / Seconded Cr Sands**

That Council adopts the following amendments with reference to road name records across the Shire of Wickepin;

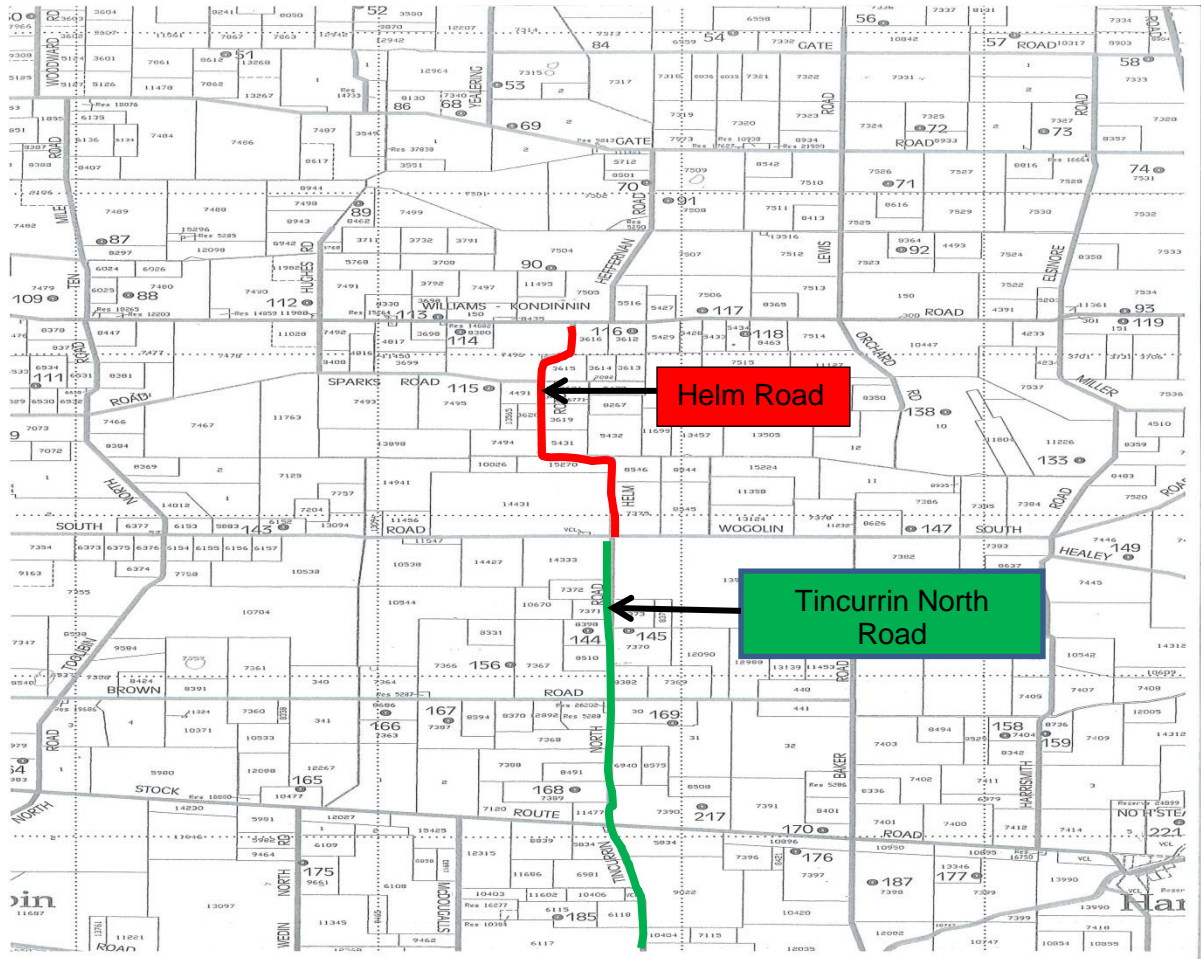
Amendment 2**Road Number 140 – Helm Road**

Request the Geographic Names Committee to change to the name of Road number 140 Helm Road to the Tincurrin North Road, further that Councils State of Construction map be amended accordingly.

Geographical Names Committee Response Amendment 2 – proposal to rename Helm Road to Tincurrin North Road (the approved name is Tincurrin Road North). There is a reluctance to amend Helm Road as Geographic Names is endeavouring to eliminate double barrel names, duplicated names and directional names, the name Tincurrin has been used in all of these ways, therefore any renaming preference would be to change Tincurrin Road North by extending Helm Road. Alternatively a better option would be if the Shire would look at changing Tincurrin Road North and Helm Road by extending the name Tincurrin Road over those roads as there is another duplication nearby of Old Tincurrin Road. Council's consideration of this would be appreciated.

Officers Recommendation:

That Council advises the Geographical Names Committee that it wishes to leave Helm Road and Tincurrin North Road as they are shown on the following Map.

**Amendment 3**

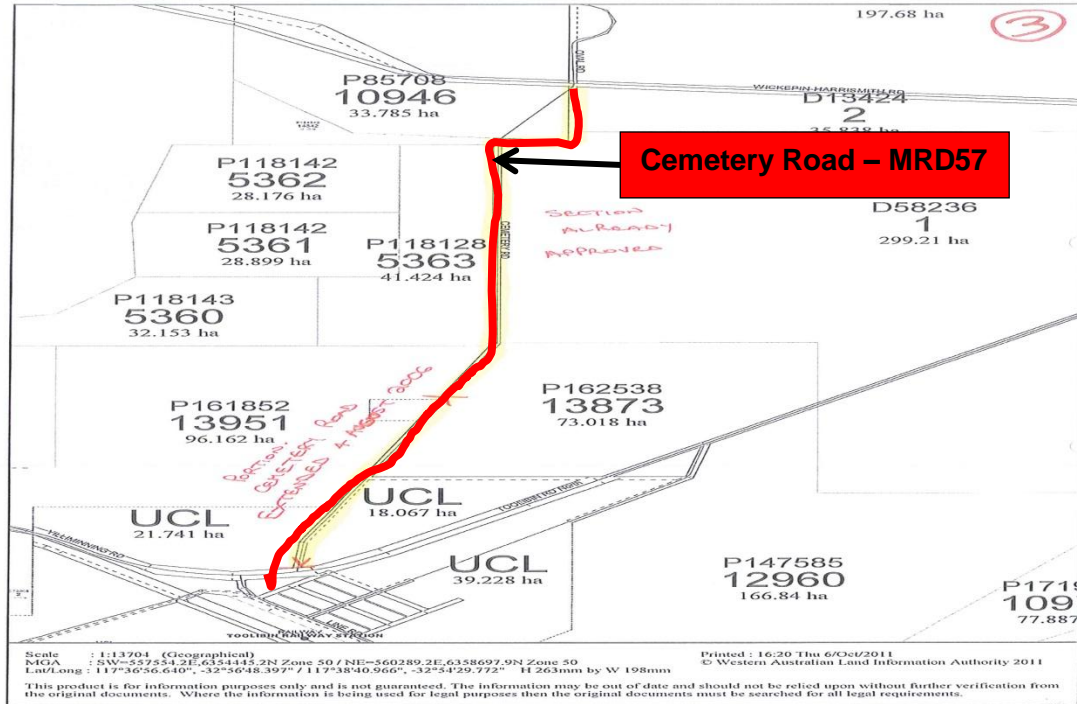
Road Number 57 – Cemetery Road, Toolibin
Finalise road name change request with Geographic names committee to Redgum Road.

Geographical Names Committee Response

Amendment 3 – proposal to rename Cemetery Road to Redgum Road. No justification provided. Wondering why names change. Cemetery Road name was recently extended south to intersect with Toolibin Road North – approved 4 August 2006. The extent as highlighted on your plan needs clarification. Please note that the name Redgum is considered over-used and as such would not be approved. A replacement name will be required.

Officers Recommendation:

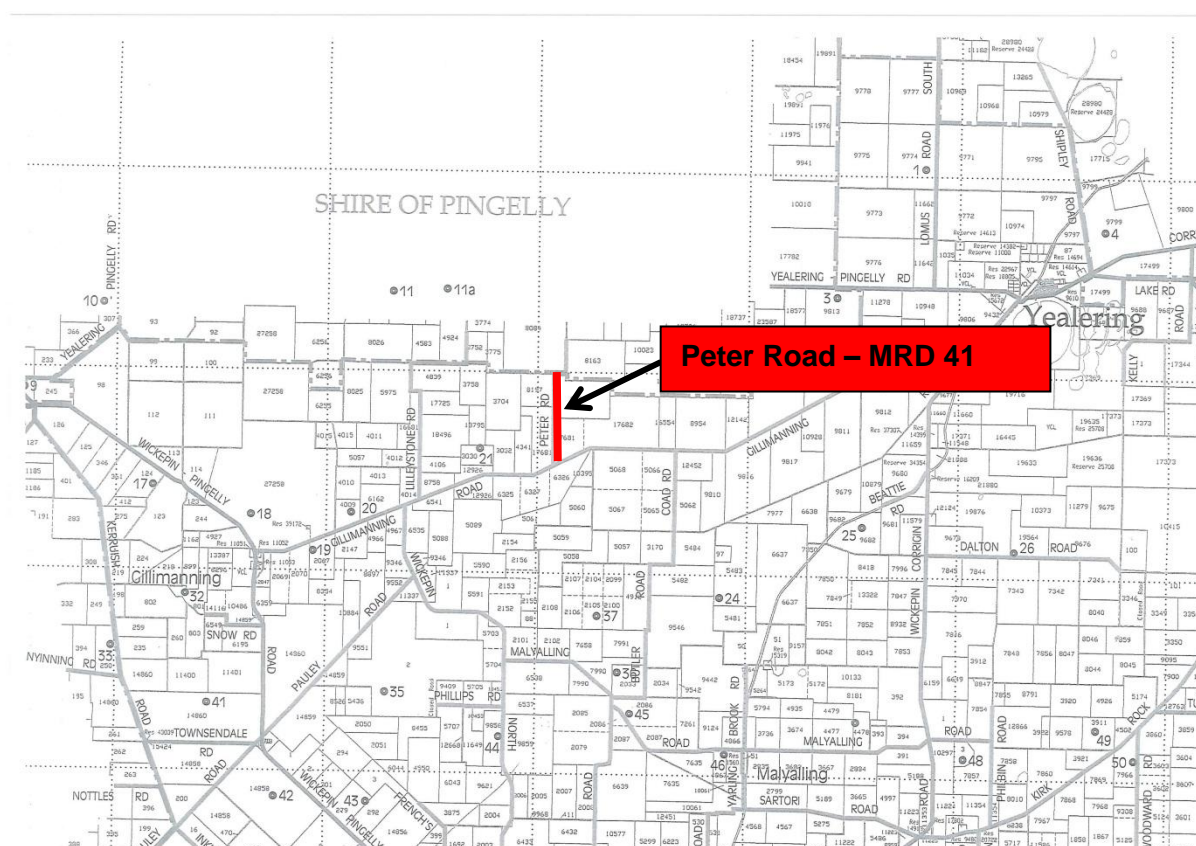
That Council advises the Geographical Names Committee that it wishes to leave Cemetery Road as shown on the following Map.

**Amendment 4****Road Number 41 – Peter Road**

Advise the Geographic Names Committee Road Number 41 as per the Shires State of Construction map should be officially named Peter Road.

Geographical Names Committee Response Amendment 4 – proposal to name road Peter Road, I was unable to locate this particular road; hopefully it is currently an un-named road. I'd appreciate a map showing surrounding roads please. Unfortunately it cannot be named Peter Road because the name will form a duplication in the Shire as there is a Peters Road in the Wickepin Town site (please refer to attachment 4). A replacement name will be required. Provision of an origin / source of the replacement name will also be necessary. Also if it is not an open ended road, a different road type will be required (i.e. Place, Court, View, Vista, Grove etc.).

That Council advises the Geographical Names Committee that it wishes to leave Peter Road as shown on the following Map.

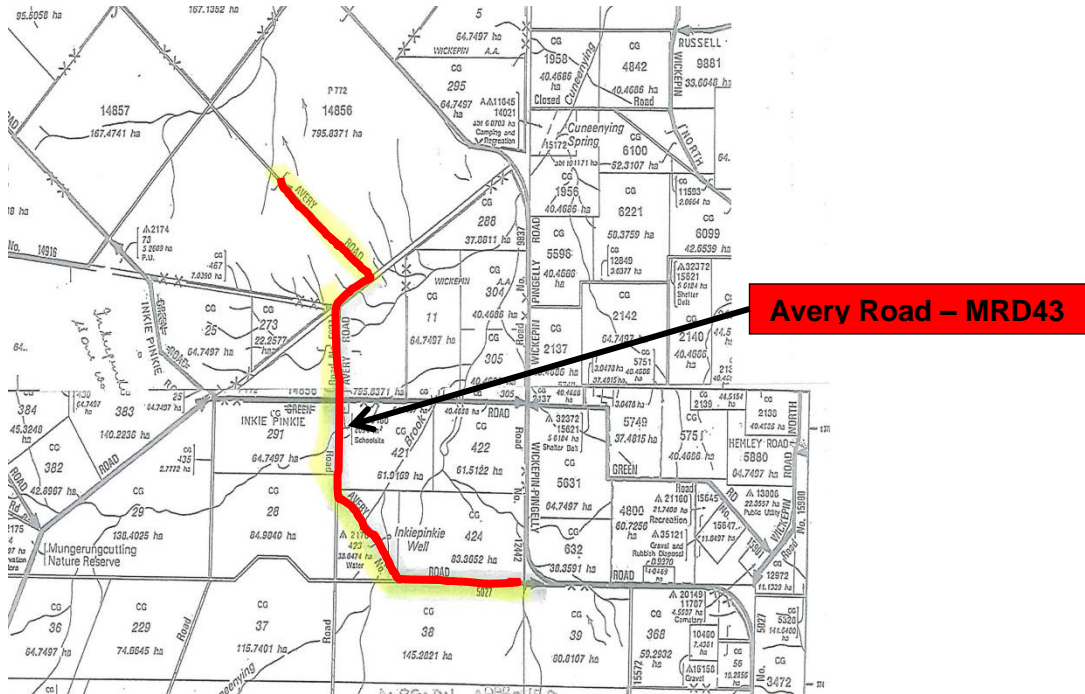


Advise the Geographic Names Committee Road Number 43 as per the Shires State of Construction map should be officially named Avery Road.

Geographical Names Committee Response Amendment 5 – Proposal to name road Avery Road. I can advise that this name has already been approved (circa 1974),

Officers Recommendation:

That Council advises the Geographical Names Committee that it wishes to leave Avery Road as shown on the following Map.

**Amendment 6**

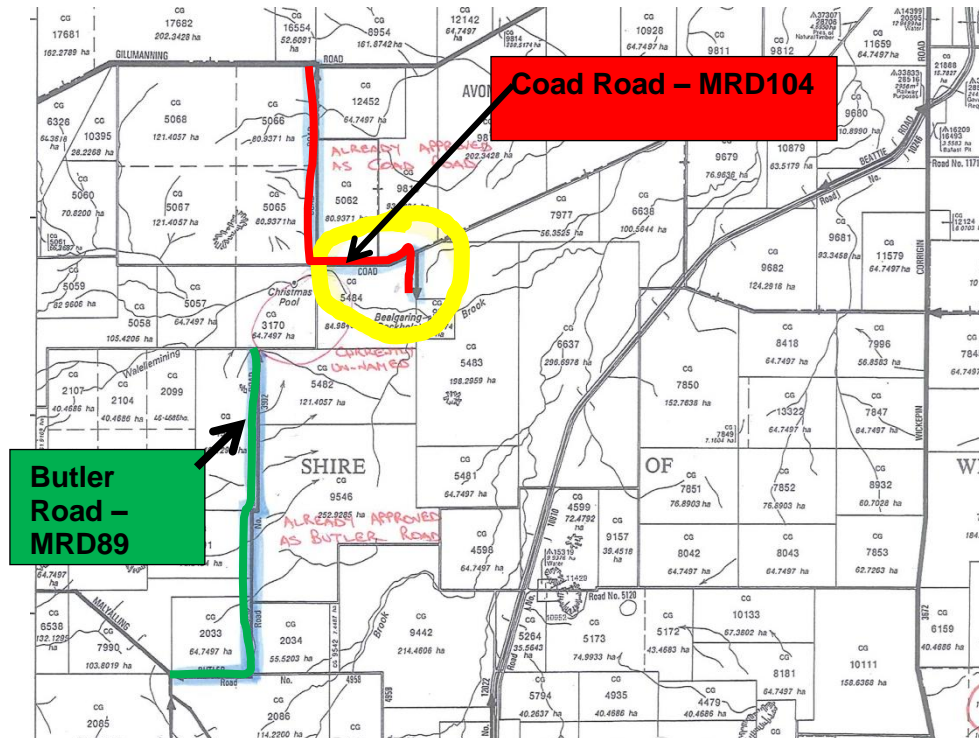
Road Number 89 (Butler Road) and Road Number 104 (Coad Road)

Advise the Geographic Names Committee Road Numbers 89 and 104 as per the Shires State of Construction map should be officially named Coad Road.

Geographical Names Committee Response Amendment 6 – Proposal to rename Butler Road to Coad Road. There is a little issue here as Coad Road is approved with an eastern portion, the requested renaming would require an un-naming of the section circled in yellow. Please forward the reasons for the renaming and advise whether adjoining owners have been consulted. (Please refer to attachment 5 – the approved portion is shown in blue).

Officers Recommendation:

That Council advises the Geographical Names Committee that it wishes to leave Coad Road and Butler Road as they are shown on the following Map.

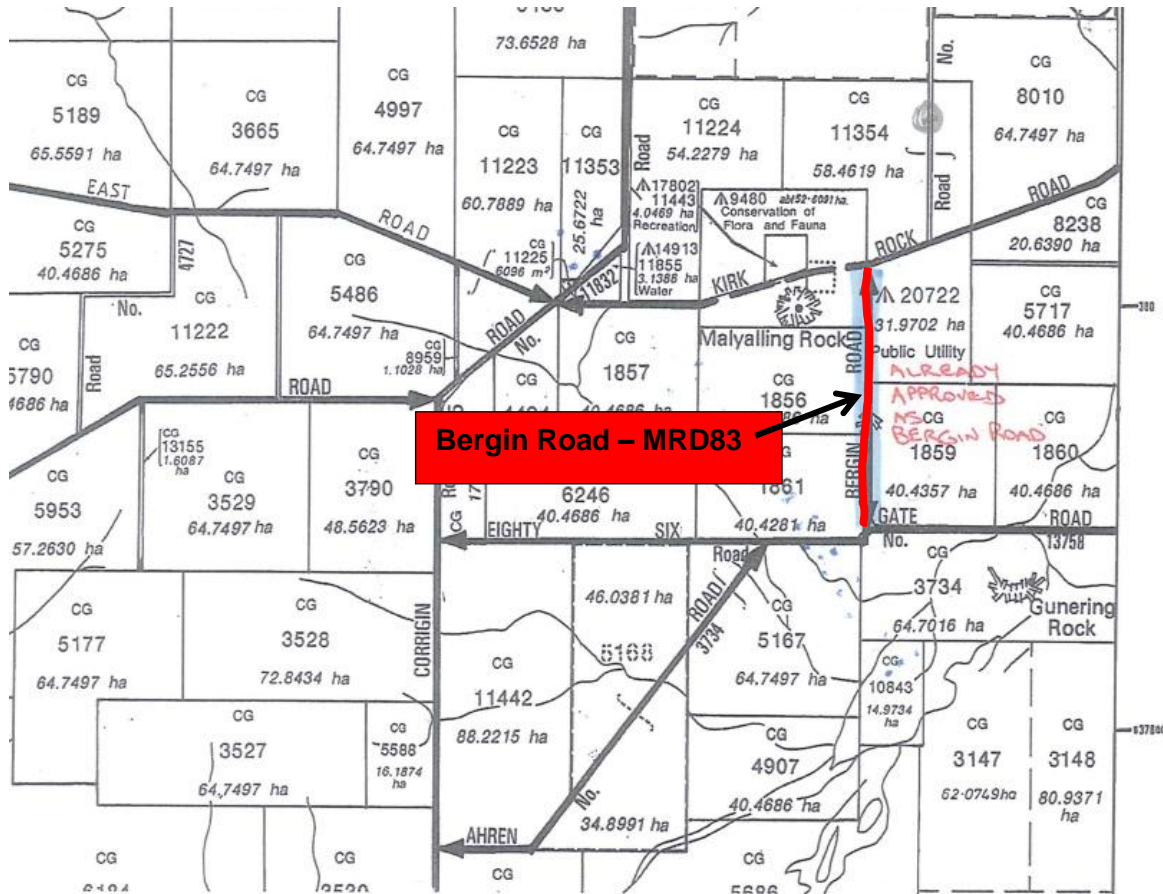
**Amendment 7****Road Number 83 – Bergin Road**

Advise the Geographic Names Committee Road Number 83 as per the Shires State of Construction map should be officially named Bergin Road.

Geographical Names Committee Response Amendment 7 – Proposal to name road Bergin Road. I can advise that this name has already been approved (circa 1974), please refer to attachment 7.

Officers Recommendation:

That Council advises the Geographical Names Committee that it wishes to leave Bergin Road as they are shown on the following Map.

**Amendment 8**

Road Number 153 – No name
Name Road number 153 Cheney Road

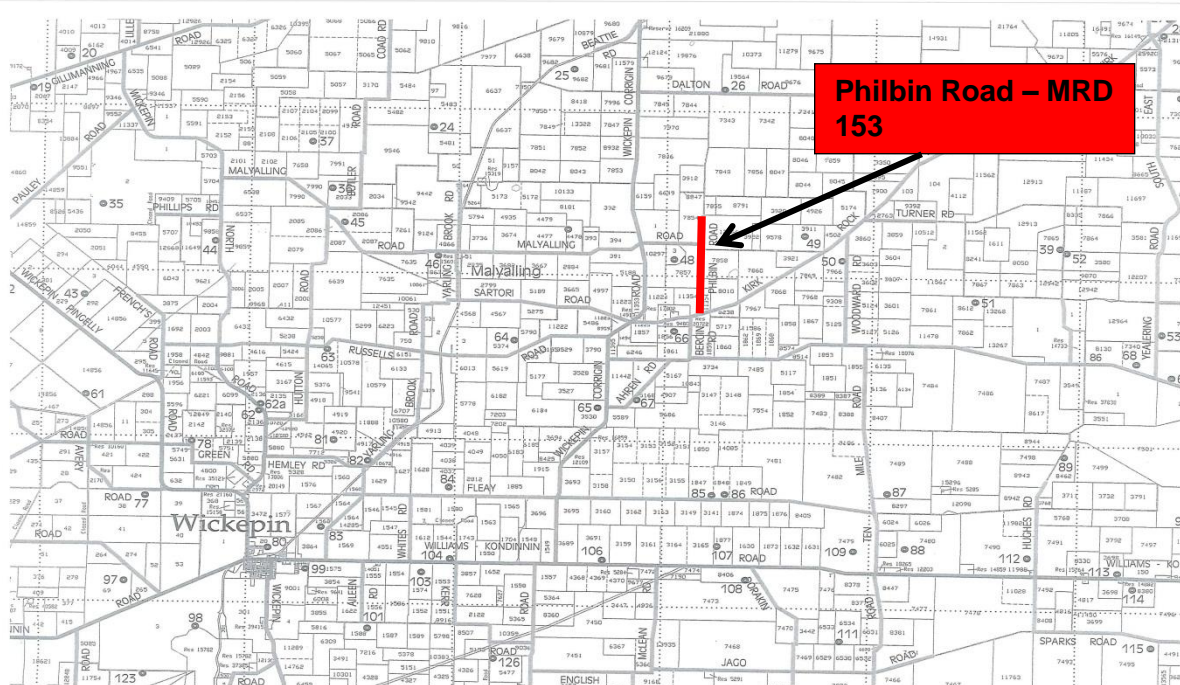
Geographical Names Committee Response Amendment 8 – proposal to name road Chaney Road. I was unable to locate this particular road; hopefully it is currently an un-named road. I'd appreciate a map showing surrounding roads please. The name has been checked against the GNC criteria and appears suitable.

Officers Comment:

This Road is already shown on Councils Mapping as Philbin Road.

Officers Recommendation:

That Council advises the Geographical Names Committee that it wishes to leave Philbin Road as Philbin Road as shown on the following Map.

**Amendment 9**

Road Number 154 – No name
Name Road number 154 Bulman Road

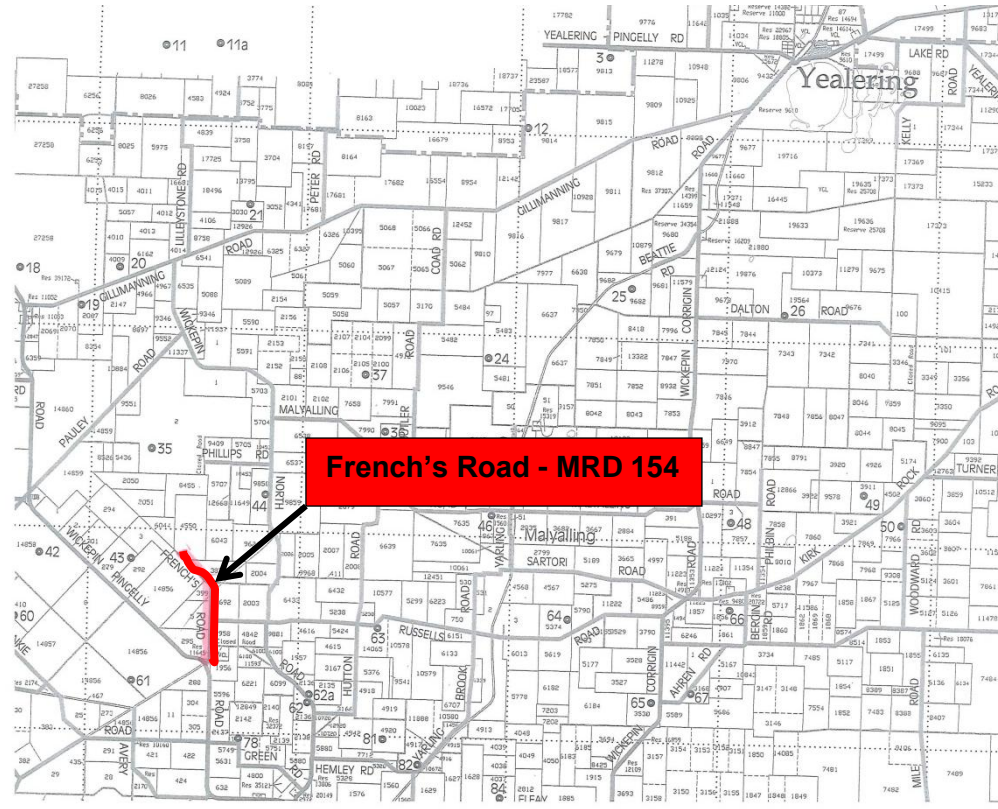
Geographical Names Committee Response Amendment 9 – Proposal to name road Bulman Road. I was unable to locate this particular road; hopefully it is currently an un-named road. I'd appreciate a map showing surrounding roads please. The name has been checked against the GNC criteria and appears suitable. Please note that if it is not an open ended road, a different road type will be required (i.e. Place, Court, View, Vista, Grove etc.).

Officers Comment:

This Road is already shown on Councils Mapping as French's Road.

Officers Recommendation:

That Council advises the Geographical Names Committee that it wishes to leave French's Road as shown on the following Map.

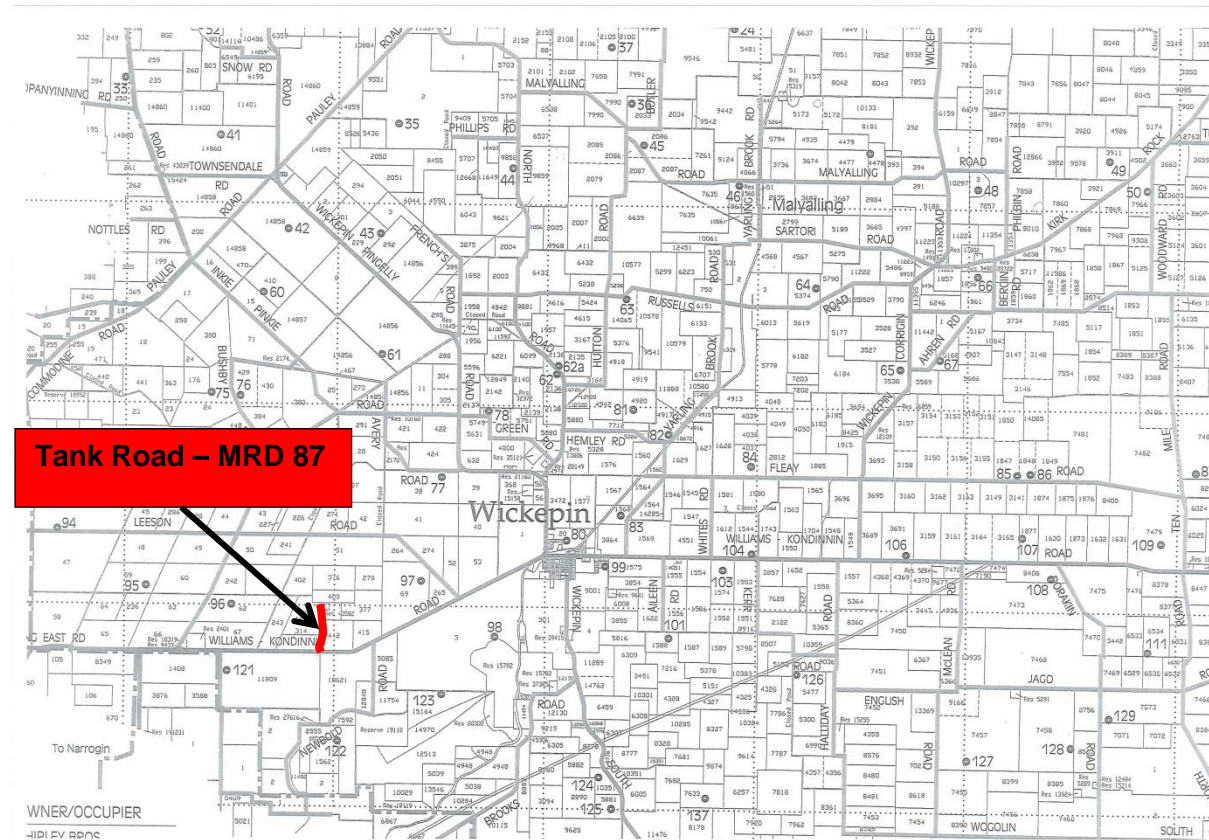
**Amendment 10****Road Number 87 - Tank Road**

Advise the Geographic Names Committee Road Number 87 as per the Shires State of Construction map should be officially named Tank Road.

Geographical Names Committee Response Amendment 10 – Proposal to name road Tank Road. I was unable to locate this particular road; hopefully it is currently an un-named road. I'd appreciate a map showing surrounding roads please. The name has been checked against the GNC criteria and appears suitable subject to the provision of origin details that also comply. Please note that if it is not an open ended road, a different road type will be required (i.e. Place, Court, View, Vista, Grove etc.).

Officers Recommendation:

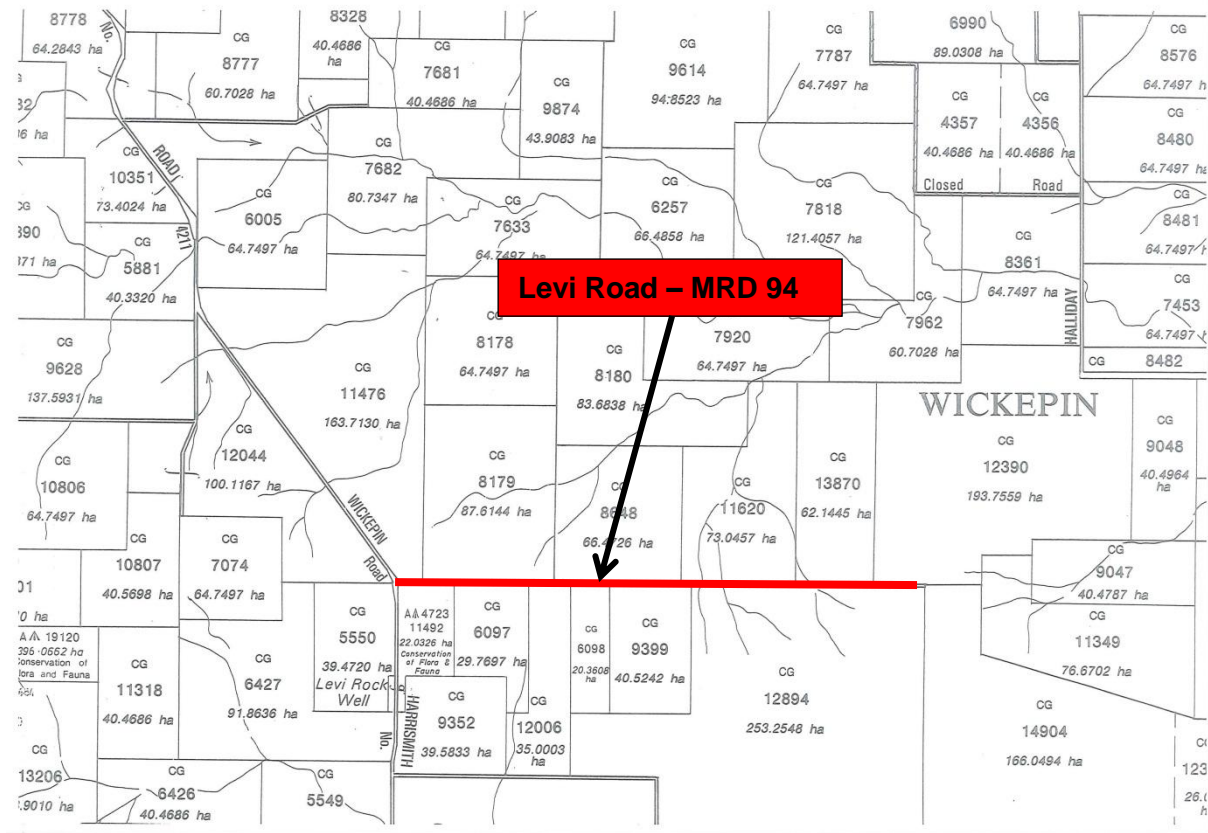
That Council advises the Geographical Names Committee that it wishes to name the road in question Tank Road as shown on the following Map.

**Amendment 11****Road Number 94 - Levi Road**

Advise the Geographic Names Committee Road Number 94 as per the Shires State of Construction map should be officially named Levi Road.

Geographical Names Committee Response Amendment 11 – Proposal to name road Levi Road. I was unable to locate this particular road, hopefully it is currently un-named. I'd appreciate a map showing surrounding roads please. The name has been checked against the GNC criteria and appears suitable subject to the provision of origin details that also comply. Please note that if it is not an open ended road, a different road type will be required (i.e. Place, Court, View, Vista, Grove etc.).

That Council advises the Geographical Names Committee that it wishes to name the road in question Levi Road as shown on the following Map.



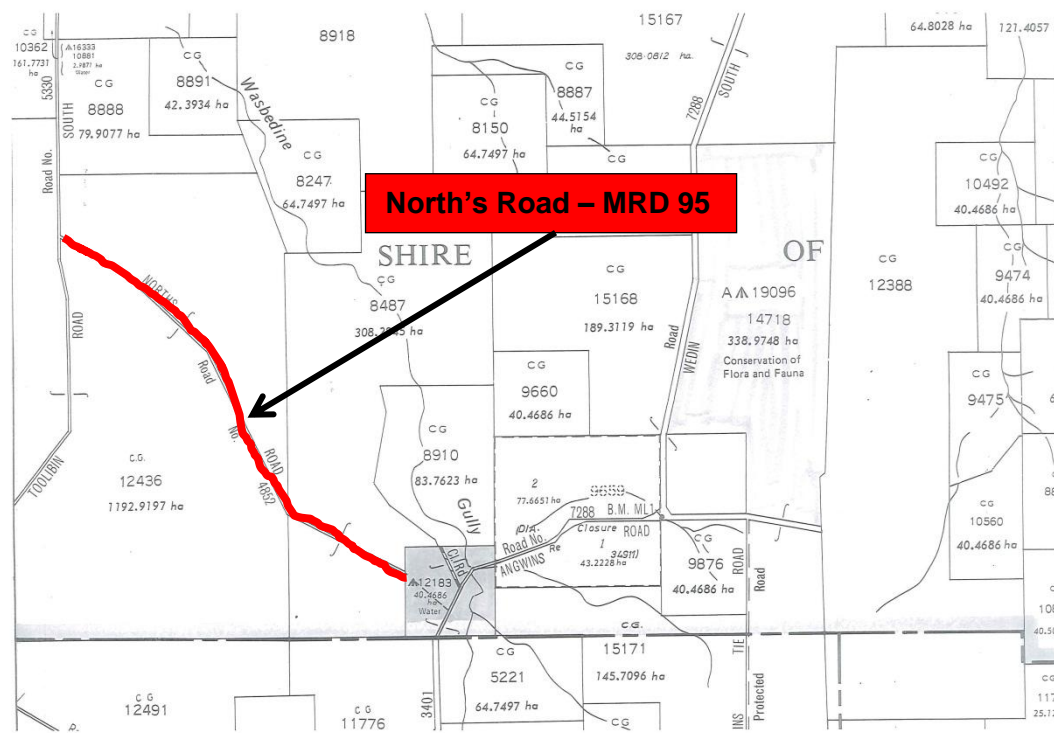
Road Number 95 – North Road

Advise the Geographic Names Committee Road Number 95 as per the Shires State of Construction map should be officially named North Road.

Geographical Names Committee Response Amendment 12 – Proposal to name road North Road. I can advise that this road has already been approved with a similar name (circa 1974), please refer to attachment 12. The approved name is North's Road. The spelling could be amended subject to the provision of origin details validating the correct name (North or North's).

Officers Recommendation:

That Council advises the Geographical Names Committee that it wishes to leave Norths Road as shown on the following Map.



Amendment 13

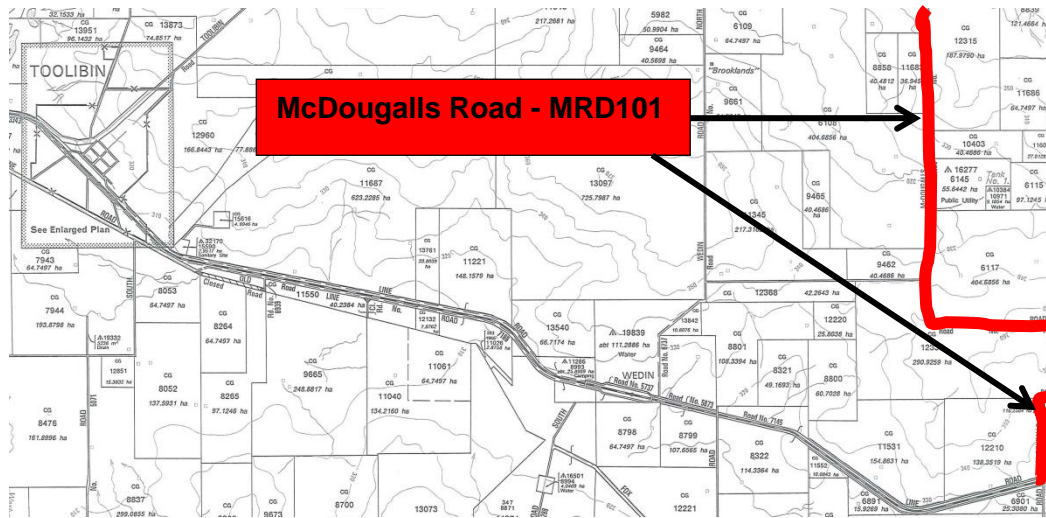
Road Number 101 – McDougall Road

Advise the Geographic Names Committee Road Number 101 as per the Shires State of Construction map should be officially named McDougall Road.

Geographical Names Committee Response Amendment 13 – Proposal to name road McDougall Road. Please note that the text in your letter refers to this name as McDougall whereas the text on the map refers to McDougalls. I can advise that this road has already been approved as McDougalls Road (circa 1974), please refer to attachment 13. It should be noted that there is a McDougall Road in Tincurrin.

Officers Recommendation:

That Council advises the Geographical Names Committee that it wishes to leave McDougalls Road as shown on the following Map.

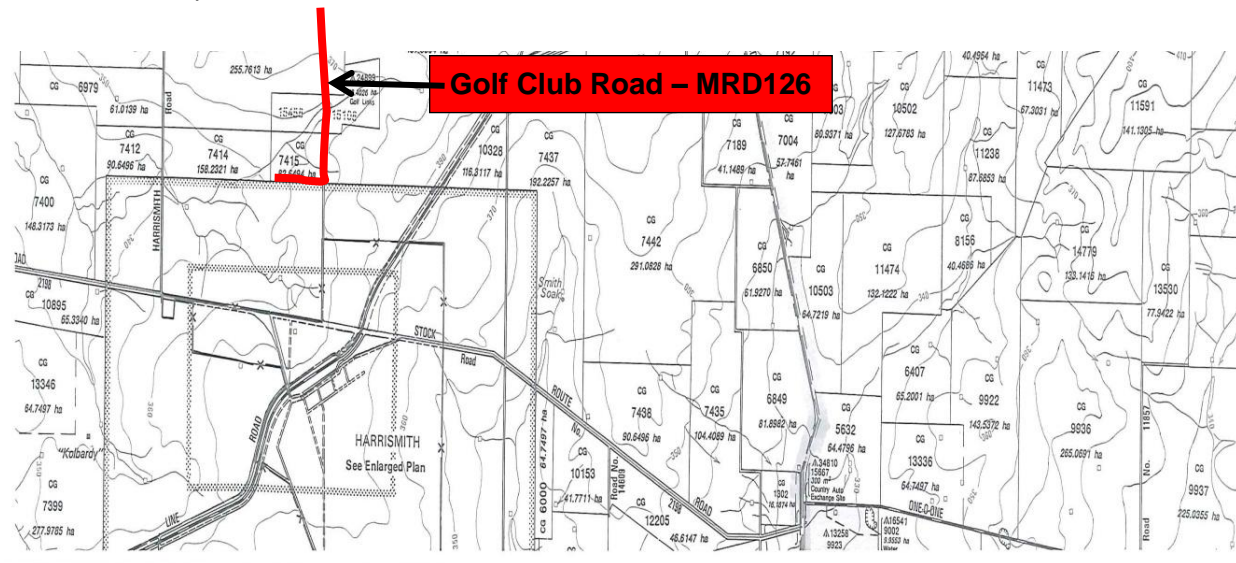
**Amendment 14****Road Number 126 – Golf Club Road**

Advise the Geographic Names Committee Road Number 126 as per the Shires State of Construction map should be officially named Golf Club Road.

Geographical Names Committee Response Amendment 14 – Proposal to name road Golf Club Road. I was unable to locate this particular road; hopefully it is currently an un-named road. I'd appreciate a map showing surrounding roads please. The proposed name is a double barrel name and as such does not comply with the GNC criteria. Names starting with Golf are also considered over-used. A replacement name will be required. Though Club Road would be suitable if it is an open ended road, otherwise a different road type will be required (i.e. Place, Court, View, Vista, Grove etc.). As to the origin details, it is assumed it may lead to the local golf club, clarification is required.

Officers Recommendation:

That Council advises the Geographical Names Committee that it wishes to leave Golf Club Road as Golf Club Road as shown on the following Map as it leads to the Golf Club and is shown on the MRD State of Construction Maps as Golf Club Road.

**Officers Comment**

Road 126 on the Main Roads State of Construction Maps already show road as Golf Club Road.

Policy Implications:

Council has no policy with respect to road name changes, other than in recent years Council appears to have shied away from family surnames when considering road name change requests.

Financial Implications: Nil

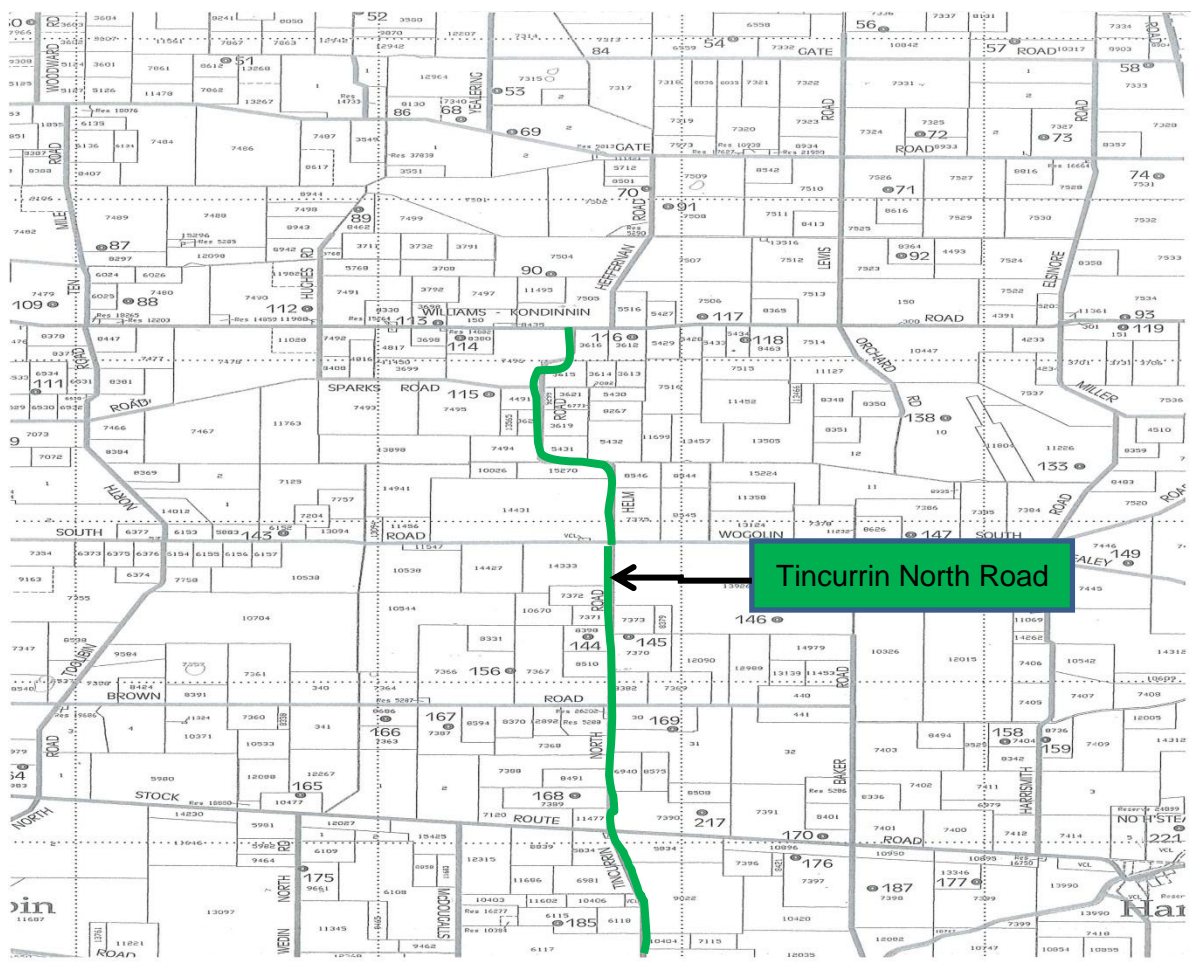
Statutory Implications: Landgate – Geographic Names Committee – Principles, guidelines and procedures

Summary: Council is being requested to change or keep the proposed road names with in this report

Voting Requirements: Simple Majority

Recommendation:

1. That Council advises the Geographical Names Committee that Council wishes to name the road Tincurrin North Road as shown on the following Map.

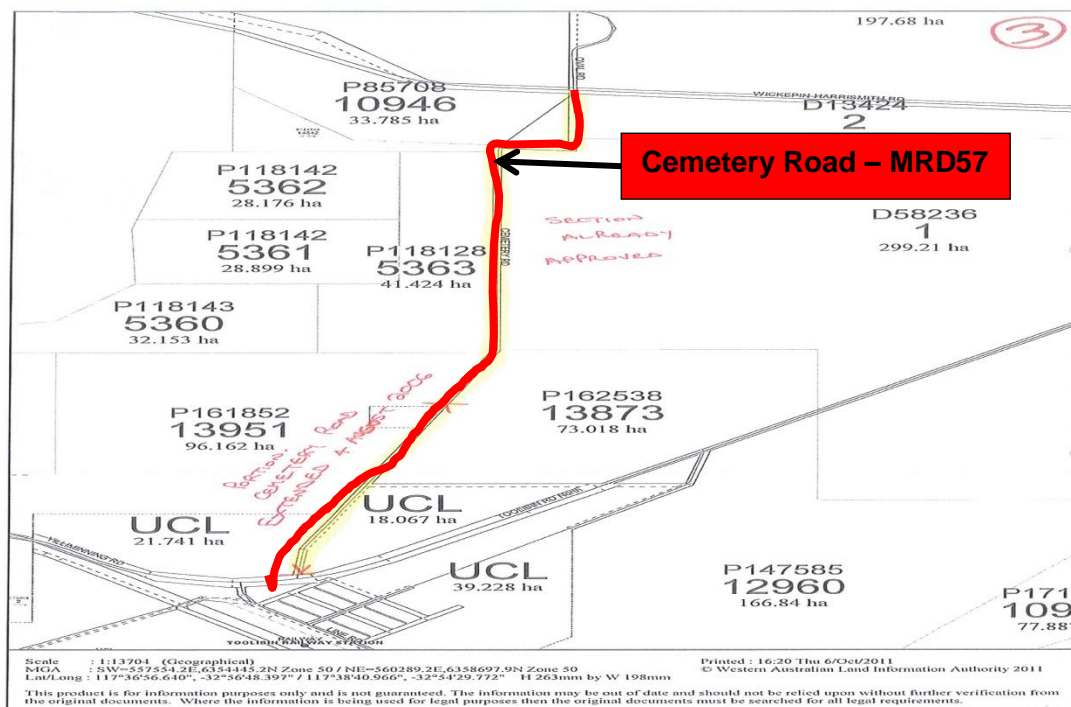
**Resolution No 200612-05**

Moved Cr Martin / Seconded Cr Easton

That Council advises the Geographical Names Committee that Council wishes to name the road Tincurrin North Road as shown on the following Map.

Carried 8/0

2. That Council advises the Geographical Names Committee that it wishes to leave Cemetery Road as shown on the following Map and shown on the MRD State of Construction Maps as Cemetery Road.

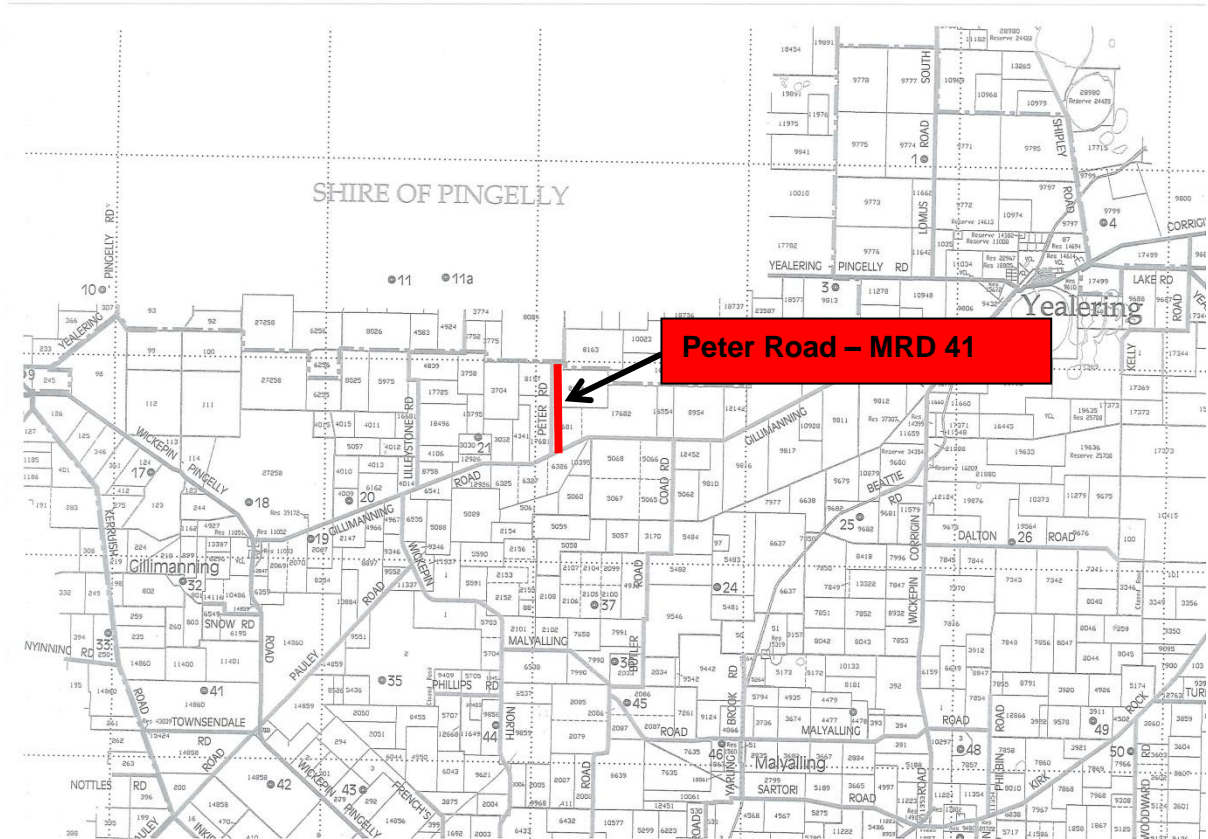
**Resolution No 200612-06**

Moved Cr Russell / Seconded Cr Astbury

That Council advises the Geographical Names Committee that it wishes to leave Cemetery Road as shown on the following Map and shown on the MRD State of Construction Maps as Cemetery Road.

Carried 8/0

3. That Council advises the Geographical Names Committee that it wishes to leave Peter Road as shown on the following Map and shown on the MRD State of Construction Maps as Peter Road.



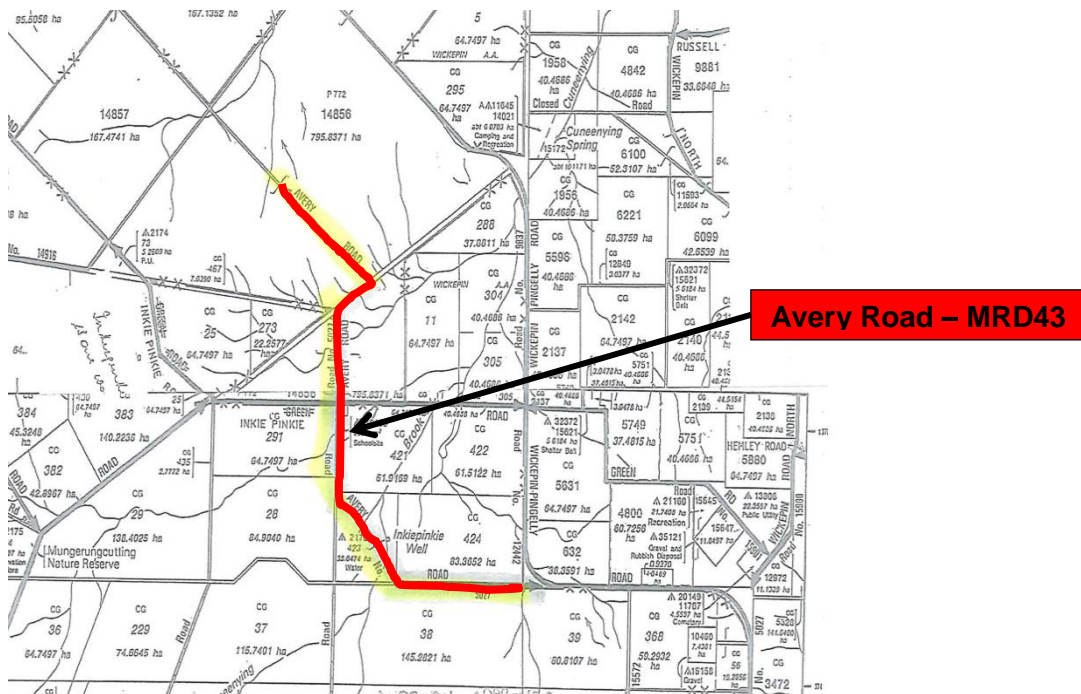
Resolution No 200612-07

Moved Cr Astbury / Seconded Cr Coxon

That Council advises the Geographical Names Committee that it wishes to leave Peter Road as shown on the following Map and shown on the MRD State of Construction Maps as Peter Road.

Carried 8/0

4. That Council advises the Geographical Names Committee that it wishes to leave Avery Road as shown on the following Map and shown on the MRD State of Construction Maps as Avery Road.



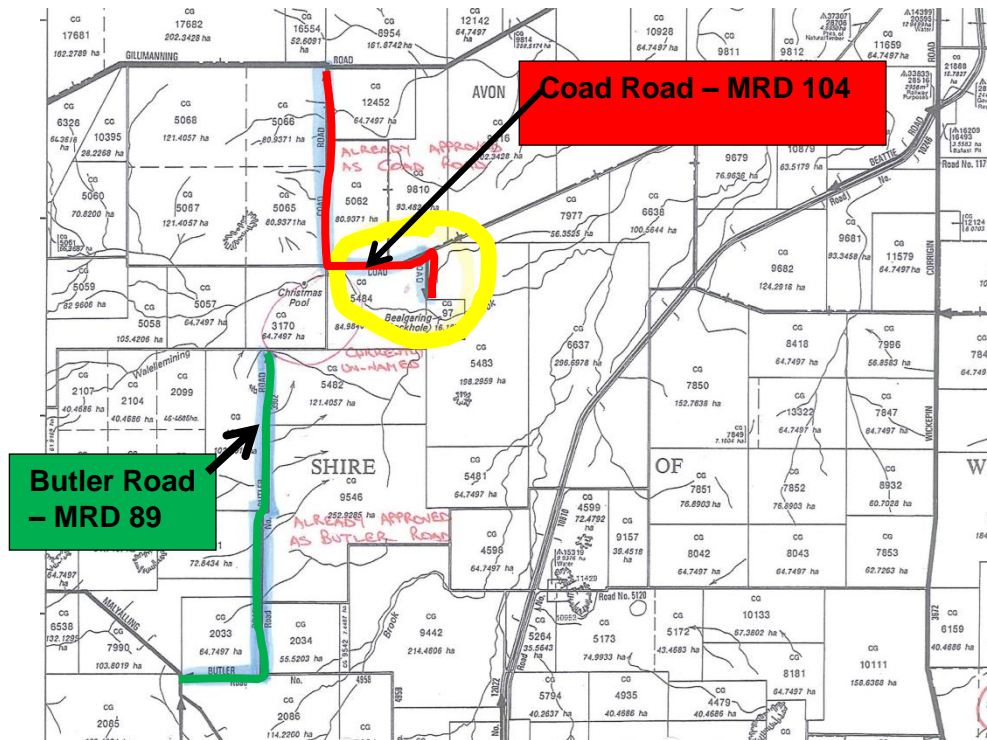
Resolution No 200612-08

Moved Cr Lansdell / Seconded Cr Coxon

That Council advises the Geographical Names Committee that it wishes to leave Avery Road as shown on the following Map and shown on the MRD State of Construction Maps as Avery Road.

Carried 8/0

5. That Council advises the Geographical Names Committee that it wishes to leave Coad Road and Butler Road as they are shown on the following Map and the MRD State of Construction Maps.



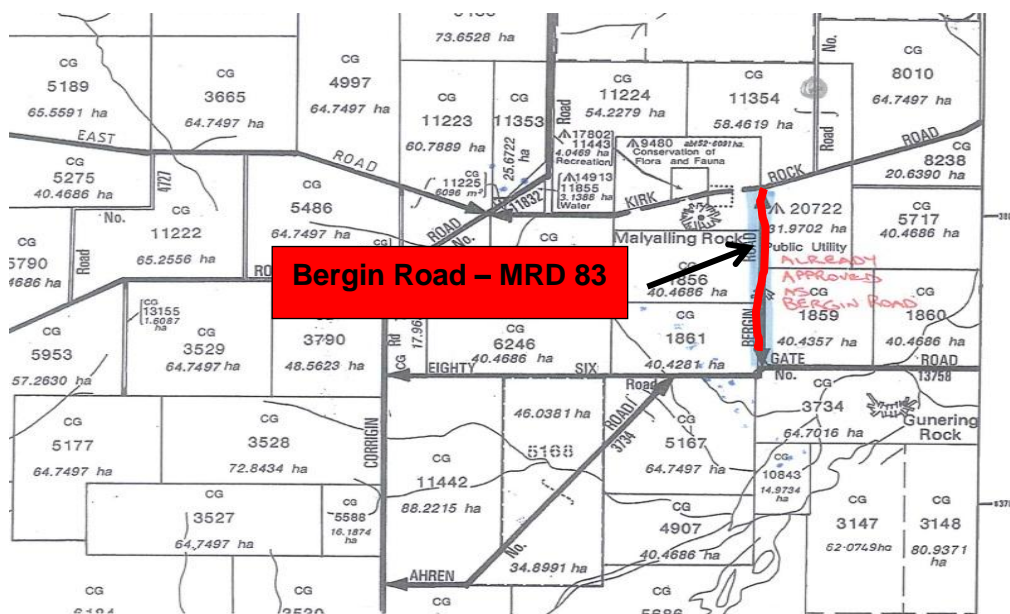
Resolution No 200612-09

Moved Cr Astbury / Seconded Cr Lansdell

That Council advises the Geographical Names Committee that it wishes to leave Coad Road and Butler Road as they are shown on the following Map and the MRD State of Construction Maps.

Carried 8/0

6. That Council advises the Geographical Names Committee that it wishes to leave Bergin Road as shown on the following Map and shown on the MRD State of Construction Maps as Bergin Road.

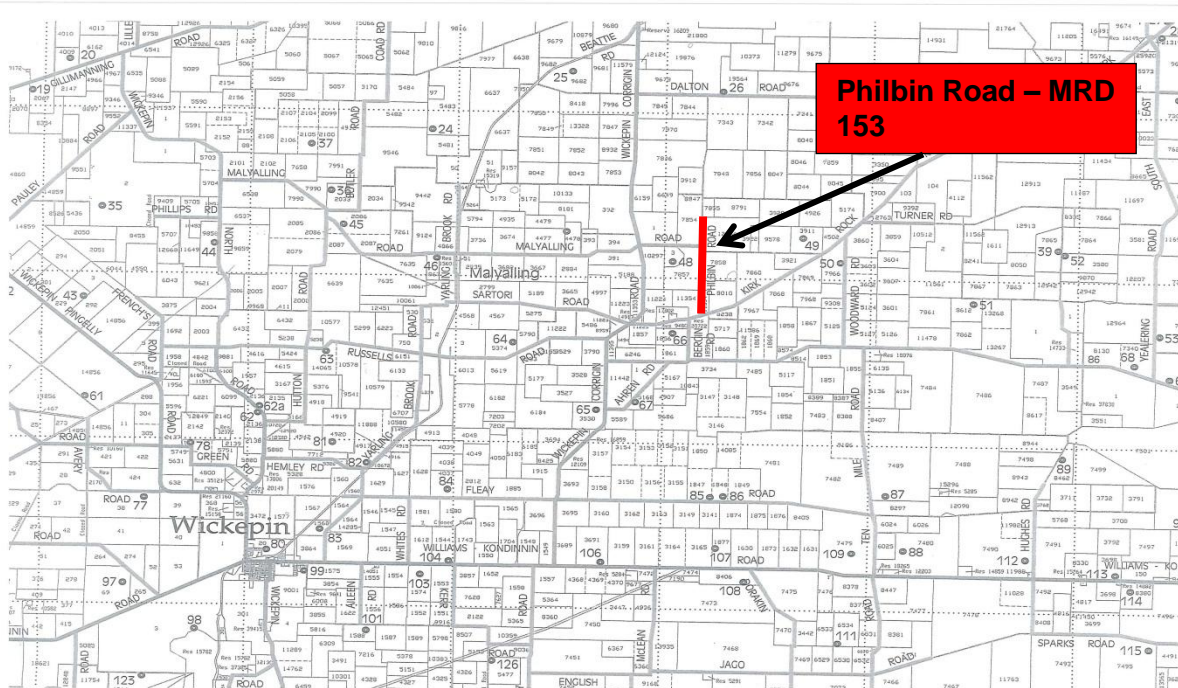
**Resolution No 200612-10**

Moved Cr Martin / Seconded Cr Russell

That this item lay on the table until the next Ordinary Council meeting being held on 15th August 2012 to allow for more information to be provided to Council.

Carried 8/0

7. That Council advises the Geographical Names Committee that it wishes to leave Philbin Road as shown on the following Shire of Wickepin Fire Map and shown on the MRD State of Construction Maps as Unnamed Road.



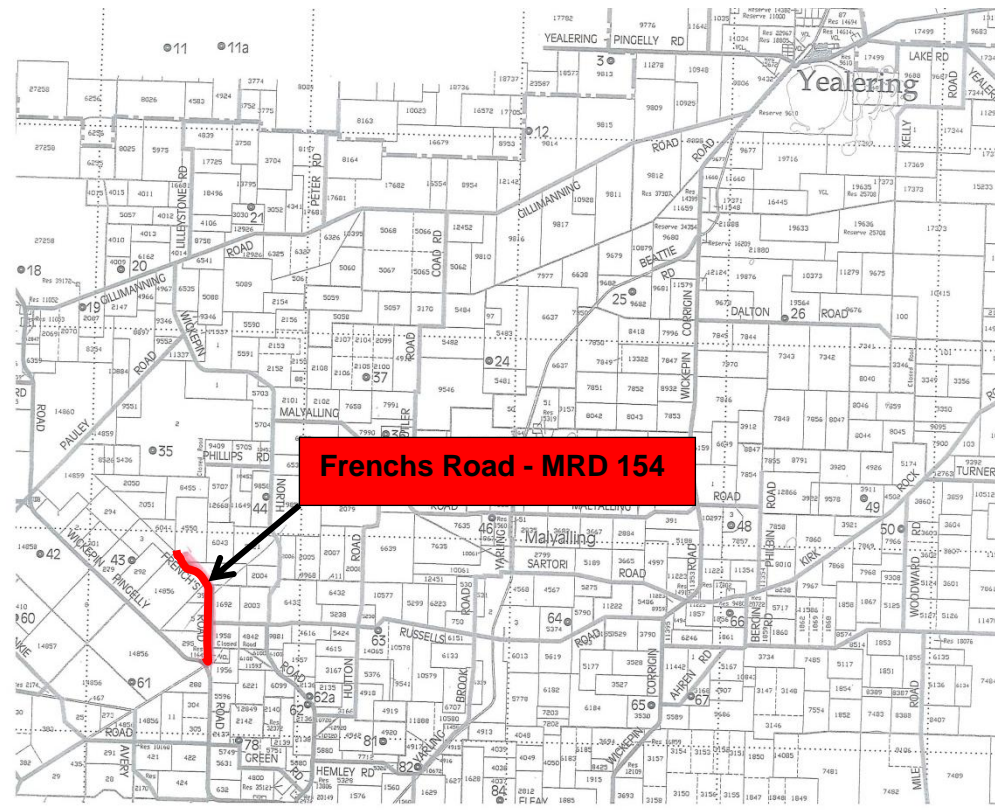
Resolution No 200612-11

Moved Cr Martin / Seconded Cr Russell

That this item lay on the table until the next Ordinary Council meeting being held on 15th August 2012 to allow for more information to be provided to Council.

Carried 8/0

8. That Council advises the Geographical Names Committee that it wishes to leave French's Road as shown on the following Shire of Wickepin Fire Map and shown on the MRD State of Construction Maps as Unnamed Road.



Resolution No 200612-12

Moved Cr Astbury / Seconded Cr Coxon

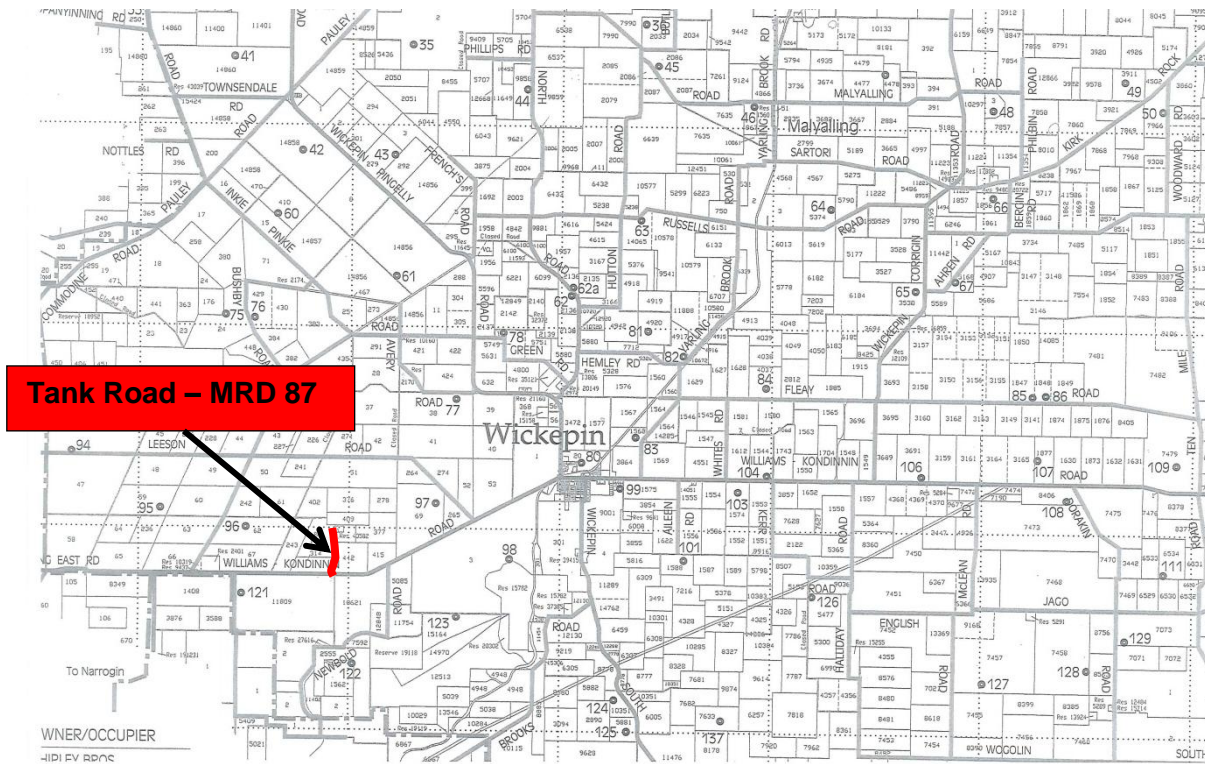
That Council advises the Geographical Names Committee that it wishes to leave French's Road as shown on the following Shire of Wickepin Fire Map and shown on the MRD State of Construction Maps as Unnamed Road.

Carried 8/0

Cr Russell declared a Proximity Interest as she is a land owner on this section of land.

Cr Russell departed the chambers at 4.01pm.

9. That it wishes to name the road in question Tank Road as shown on the following Map and shown on the MRD State of Construction Map as Tank Road.



Resolution No 200612-13

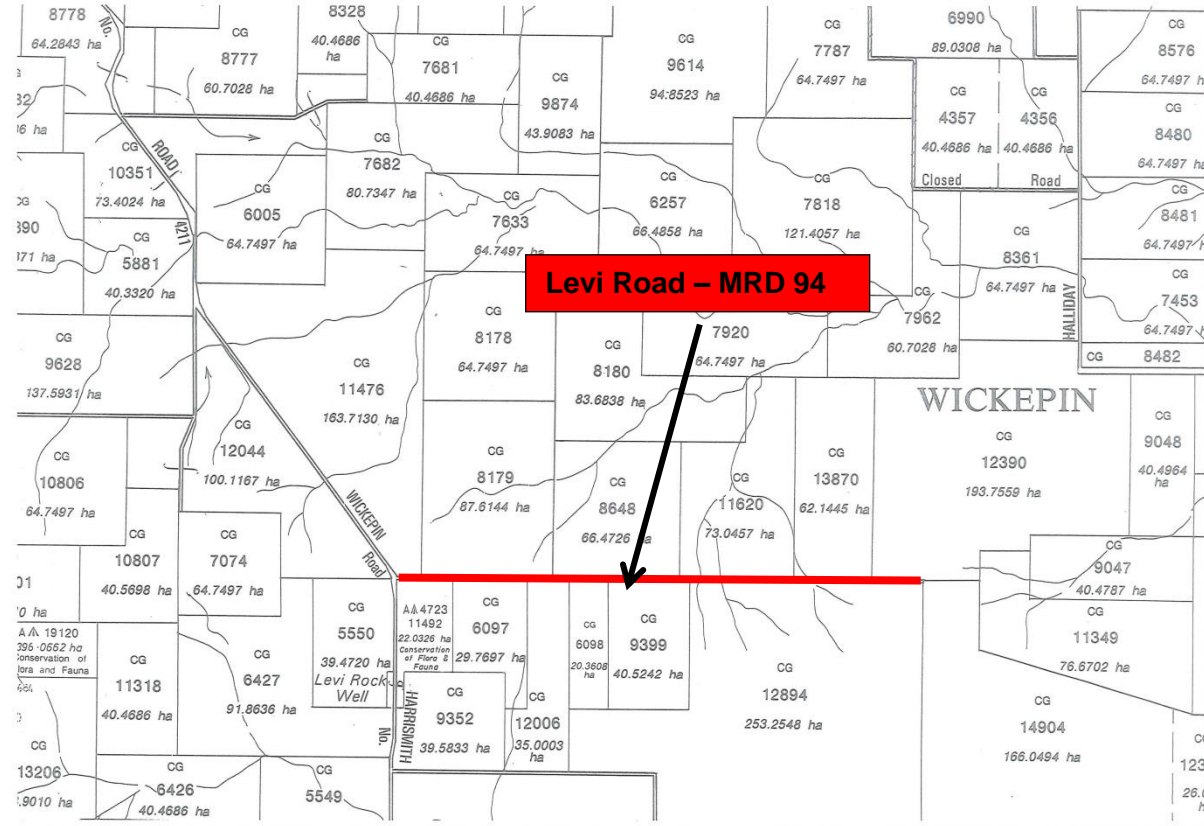
Moved Cr Lansdell / Seconded Cr Astbury

That Council wishes to name the road in question Tank Road as shown on the following Map and shown on the MRD State of Construction Map as Tank Road.

Carried 7/0

Cr Russell returned to the chambers at 4.02pm.

10. That Council advises the Geographical Names Committee that it wishes to name the road in question Levi Road as shown on the following Map and is shown on the MRD State of Construction Maps as Levi Road.



Resolution No 200612-14

Moved Cr Astbury / Seconded Cr Hinkley

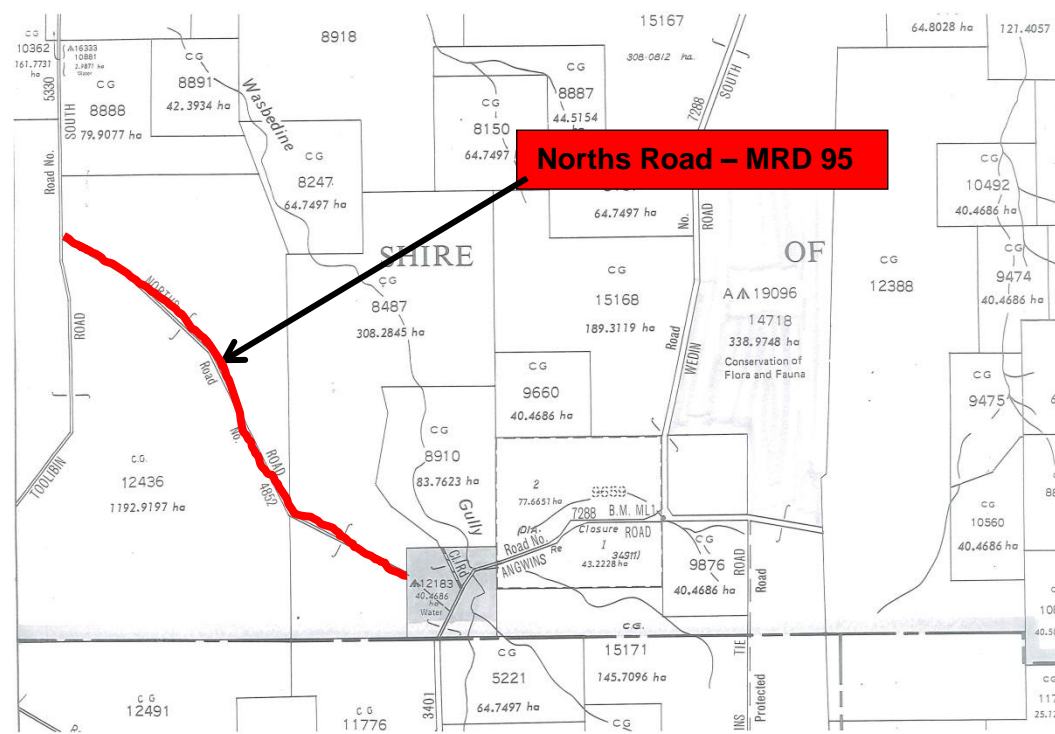
That Council advises the Geographical Names Committee that it wishes to name the road in question Levi Road as shown on the following Map and is shown on the MRD State of Construction Maps as Levi Road.

Carried 8/0

Cr Hinkley declared a Proximity Interest as she owns land on this section of road.

Cr Hinkley departed the chambers at 4.03pm.

11. That Council advises the Geographical Names Committee that it wishes to leave Norths Road as shown on the following Map and is shown on the MRD State of Construction Maps as Norths Road.

**Resolution No 200612-15**

Moved Cr Martin / Seconded Cr Russell

That this item lay on the table until the next Ordinary Council meeting being held on 15th August 2012 to allow for more information to be provided to Council.

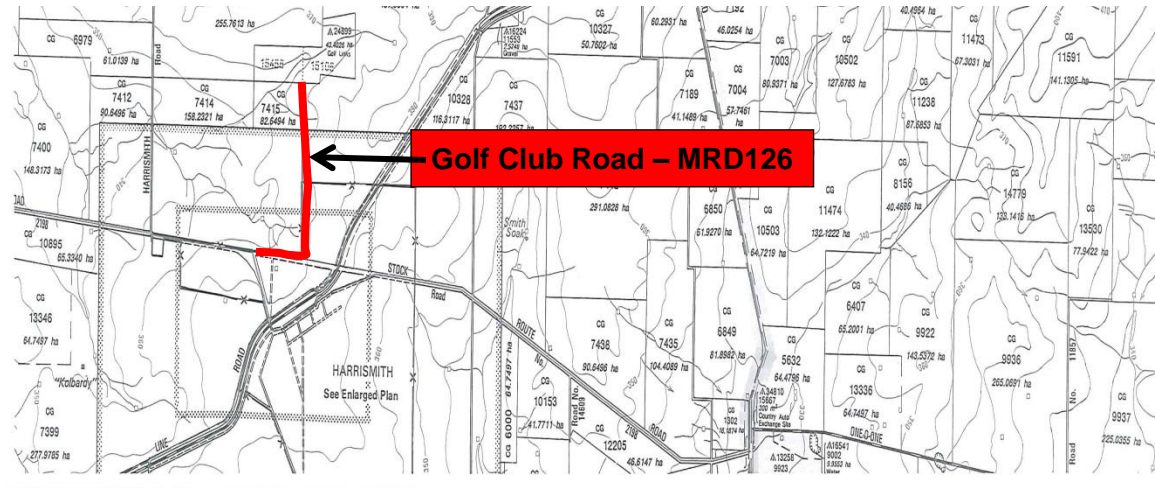
Carried 8/0

Cr Hinkley returned to the chambers at 4.05pm.

-
- McDougalls Road - MRD 101**

Carried 8/0

13. That Council advises the Geographical Names Committee that it wishes to leave Golf Club Road as shown on the following Map as it leads to the Golf Club and shown on the MRD State of Construction Maps as Golf Club Road.



Resolution No 200612-17

Moved Cr Easton / Seconded Cr Astbury

That Council advises the Geographical Names Committee that it wishes to leave Golf Club Road as shown on the following Map as it leads to the Golf Club and shown on the MRD State of Construction Maps as Golf Club Road.

Carried 8/0

Governance, Audit and Community Services

10.2.01 – Financial Report

Submission To:	Ordinary Council
Location / Address:	Whole Shire
Name of Applicant:	Bronwyn Dew, Finance Officer
File Reference:	
Author:	Bronwyn Dew, Finance Officer
Disclosure of any Interest:	Nil
Date of Report:	6 June 2012

Enclosure / Attachment: Listed below & attached (monthly report).

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/triannual financial reports.

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

Comment: 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

Recommendation: That the financial statements tabled for the period ending 31 May 2012 as presented be received.

Voting Requirements: Simple majority

Resolution No 200612-18

Moved Cr Astbury / Seconded Cr Russell

That the financial statements tabled for the period ending 30 April 2012 as presented be received.

Carried 8/0

Bank Balances

As at 31/05/2012

	Bank Statement	Adjusted
Municipal Fund	1,228,480.69	1,207,740.85
Petty Cash	500.00	500.00
Reserves	450,558.03	450,558.03
Total	\$1,679,538.72	\$1,658,798.88
Trust Fund	12,001.79	12,001.79
Transport Account	1,543.30	0.00

Debtors

Rates as at 31/05/2012

Account 7461	Rates	16,930.21
Account 6051	Sewerage	3,179.95
Account 7451	Ex Receipts	-4,336.56
Account 7441	Pensioners Rebates	901.91
Account 7481	Domestic Rubbish	1,482.02
Account 7491	Commercial Rubbish	49.29
Account 7201	Refuse Site Levy	470.73

Sundry Debtors as at 31/05/2012

Current	148,485.53
1 Month	4,743.91
2 Months	0.00
3 Months	2,724.20
Total	155,953.64

Governance, Audit and Community Services

10.2.02 – List of Accounts

Submission To: Ordinary Council
Location / Address: Whole Shire
Name of Applicant: Bronwyn Dew, Finance Officer
File Reference:
Author: Bronwyn Dew, Finance Officer
Disclosure of any Interest: Nil
Date of Report: 11 June 2012

Enclosure / Attachment: List of Accounts

Background: Please find following the List of Accounts remitted during the period from 10 May - 11 June 2012

	<u>Vouchers</u>	<u>Amounts</u>
Municipal Account		
Cheques	14315 - 14343	77,550.85
EFTPOS	2750 -2790	223,625.40
Other Transfers	Payroll May 2012	92,350.00

Trust Account

EFTPOS
Cheques

TOTAL	<u>\$393, 526.25</u>
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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.

Comment: If there are any questions in relation to the listing of accounts, please forward a request by fax to me so that detailed answers to queries can be obtained for presentation at council meeting.

Statutory Environment:	Local Government (Financial Management) Regulations 1996 – Regulations 13 (2), (3) & (4)
Policy Implications:	Policy F3.7 - Cheque Issue
Financial Implications:	Not applicable
Strategic Implications:	Not applicable
Recommendation:	<p>That Council acknowledges that payments totaling \$393,526.25 has been made in accordance with the list included in these minutes, and scrutiny of the list has found that the payments are satisfactory.</p> <p>That outstanding accounts totaling \$_____ as advised be noted.</p>
Voting Requirements:	Simple majority

Resolution No 200612-19

Moved Cr Coxon / Seconded Cr Lansdell

That Council acknowledges that payments totalling \$393,526.25 has been made in accordance with the list included in these minutes, and scrutiny of the list has found that the payments are satisfactory.

That outstanding accounts totalling \$140,114.36 as advised be noted.

Carried 8/0

Governance, Audit and Community Services

10.2.03 - EHO/Building Surveyor's Report

Submission To:	Ordinary Council
Location / Address:	Whole Shire
Name of Applicant:	Allan Ramsay, EHO/Building Surveyor
File Reference:	706 / 2203
Author:	Allan Ramsay, EHO/Building Surveyor
Disclosure of any Interest:	Nil
Date of Report:	13 June 2012

Enclosure / Attachment: Nil

Background:

Monthly report submitted by EHO/Building Surveyor, Mr. Allan Ramsay.

Building Licenses:

There were no building applications approved and license issued for the month of May 2012.

Implications: Not applicable

Financial Implications: Not applicable

Strategic Implications: Not applicable

Recommendation:

That Council notes the report from the EHO/Building Surveyor 13 June 2012.

Voting Requirements: Simple Majority

Resolution No 200612-20

Moved Cr Allan / Seconded Cr Russell

That Council notes the report from the EHO/Building Surveyor 13 June 2012.

Carried 8/0

Governance, Audit and Community Services

10.2.04 - Wickepin Sewerage Scheme – Asset Management Plan

Submission To:	Ordinary Council
Location / Address:	Whole Shire
Name of Applicant:	Allan Ramsay, EHO/Building Surveyor
File Reference:	7202
Author:	Allan Ramsay, EHO/Building Surveyor
Disclosure of any Interest:	Nil
Date of Report:	13 June 2012

Enclosure / Attachment:

- Economic Regulation Authority - 2011 Operational Audit and Asset Management System Review
- Water Corporation Schedule 2012/13

Summary:

The final audit report from Quantum Assurance for the Wickepin Sewerage Scheme was completed and submitted to the Economic Regulatory Authority (ERA) for their review.

The ERA has assessed the report and has noted that the Shire has complied with the Water Services Licensing Act 1995. They were concerned, however, that not enough money is being put aside for future capital works required on the scheme. The ERA has commented as follows:

The Authority notes that the sewerage rates collected by the Shire are not adequate to maintain the required service level of the assets. The review disclosed that the current sewerage reserve is adequate to cover the estimated capital expenditure annuity for the next 5 years but further transfers to the reserve will be needed in future years. However, the current sewerage rates collected each year for the scheme of \$33,000 do not cover the average operations and maintenance cost of \$60,000 over the next 5 years (per the Asset Management Plan) This situation will be further exacerbated in 2016/17 and beyond when the Shire needs to make payments to the sewerage reserve and fund ongoing operations and maintenance costs.

The Authority notes that the auditor has made a recommendation for the Shire to further consider recovering the full cost of the sewerage scheme through the annual sewerage rates. The authority requests that the Shire further details of the action that will be taken in response to the auditors recommendation when the first update of the post – review implementation plan is provided to the authority in October 2012.

Background:

It is required for all local governments that run their own sewerage scheme to arrange an independent audit of the scheme every three years. The previous audit in 2008 the Shire did very poorly. There were no systems in place for operational costing and maintenance/checking procedures as well as future capital expenditure for replacement.

Council approved the services of GHD Consulting Engineers to set up an Asset Management System (ASMS) and provide training. Since then a lot of work has been carried out on the implementation of ASMS including regular inspections of the assets, hiring a contractor to lift most of the access chamber's lid to check their condition, GPS their location and grease the lids. Some of the AC'S could not be located

and consequently these will need to be located during the coming financial year by using a CCTV camera. All the data collected,

which includes the location of the AC'S and asset inspections, has been placed in the ASMS. This information was assessed during the audit.

The original ASMS has since been amended to reflect more accurate costing. The amended ASMS was the one that was assessed by the auditor.

Officer's Comment:

The ERA requires an update on action that the Shire has taken on the auditor's recommendations by October 2012. The main issue is the inadequate reserve funds to cover ongoing operations and maintenance costs. The only way to address this issue is to increase the sewerage rate. Council may consider this by a gradual increase over several years. The ASMS at the time showed an income of \$33,000 and the Shire required \$60,000 to cover the average operations and maintenance cost. These figures, however, have changed to \$42,000 and \$60,707 respectively which still reflects a loss.

As per the attachment from the Water Corporation, the Government has approved a 5.3% increase in residential and non residential charges for the 2012-2013 financial year. Incorporated into this increase is an amount of 0.8% which reflects the anticipated cost of the Federal Government's Clean Energy Act. The maximum increase is 13.6%.

The minimum rates charged by Water Corporation for residential properties is \$313, vacant land \$206 and non residential \$728.

The Water Corporation's fees reflect cost recovery. The Shire of Wickpin's fees do not reflect cost recovery as indicated by the ASMP. The minimum fee charged by the Shire of Wickpin is \$152.85 for both vacant land and residential.

Implications: Not applicable

Financial Implications: Ratepayer resentment of paying more in sewerage costs

Strategic Implications: Not applicable

Enabling Legislation: Local Government Act
Water Services Licensing Act 1995

Council Policy: Nil

Recommendation:

That Council:

1. Increase the Sewerage rate over the next 5 years from the current \$42,000 to \$60,707 for operations and maintenance of the Wickpin Sewerage Scheme.
2. The Asset Management Plan be amended yearly and presented to Council for budget purposes.

Voting Requirements: Simple Majority

Resolution No 200612-21

Moved Cr Martin / Seconded Cr Astbury

That Council:

1. Increase the sewerage rate to reflect the results of the Asset Management Plan at Budget time.
2. The Asset Management Plan be amended yearly and presented to Council for budget purposes.

Carried 8/0

The Resolution differed from the Officers Recommendation.

Governance, Audit and Community Services

10.2.05 – Community Development Officer's Report

Submission To:	Ordinary Council
Location / Address:	Whole Shire
Name of Applicant:	Natalie Manton, Community Development Officer
File Reference:	
Author:	Natalie Manton, Community Development Officer
Disclosure of any Interest:	Nil
Date of Report:	20 June 2012

Enclosure / Attachment: Nil

Arts and Cultural	Forwarded Cultural Planning course details to Lee Parker.
Community Development	<p>Yealering Hall and Lakeside Toilets Refurbishment</p> <ul style="list-style-type: none"> • Liaise with painter, cleaner, carpet layer and contractor regarding work on the Yealering Hall. • Revised R4R budget for Yealering Hall project. • Order new trestles and trolley. <p>Yealering Cemetery</p> <ul style="list-style-type: none"> • Discussions with builder. • Notice of Intention in West Australian, Watershed and Narrogin Observer. <p>Townscape</p> <ul style="list-style-type: none"> • Attended Townscape meetings and follow up budget items. • Ordered outdoor tables and chairs for accommodation units at Wickepin, Yealering and Harrismith Caravan Parks. • Ordered seat for Harrismith Cemetery. <p>Other</p> <ul style="list-style-type: none"> • Ordered replacement parts for portable PA system. • Watershed notes including information on CSRFF and Volunteer grants • Reviewed funding application for State NRM grants. • Gathered background information from other shires to revise Shire of Wickepin Community Grant application form.
Community Safety and Crime Prevention	<p>Dedicated Deputy Project</p> <ul style="list-style-type: none"> • Liaise with Tam McKeown on project details and launch. <p>R U 2 Close Project</p> <ul style="list-style-type: none"> • Ordered R U 2 Close stickers and magnets • Arranged payment of invoice and grant for new financial year. <p>Farmshield</p> <ul style="list-style-type: none"> • Provided letter of support to Farmsafe WA for Farmshield project.
Economic Development	<p>Living Lakes Project</p> <ul style="list-style-type: none"> • Reviewed Living Lakes feasibility study and Environmental Report and provided comment to Department of Regional Development. • Sent background information on road re-alignment to consultants regarding Living Lakes Project.
Tourism Marketing and Promotion	<ul style="list-style-type: none"> • Discussion with Narrogin Observer re: Wickepin articles. Forward information to local businesses.

Sport and Recreation	<ul style="list-style-type: none"> Forwarded information to community members on sports injury and taping course. Obtained background information and costs of Sport and Rec Plan. Discussion with YMCA project co-ordinator re; school sport programs and provided local sporting contacts. <p>Synthetic Bowling Green</p> <ul style="list-style-type: none"> Reviewed tender documents. Submitted CSRFF monthly report to Dept Sport and Rec. <p>Yealering Bike Skills Track</p> <ul style="list-style-type: none"> Ordered Yealering Bike Skills Track fence Updated Bike Track committee on project progress. Obtained cost of asphalt track and discussed site with contractor. <p>Kidsport</p> <ul style="list-style-type: none"> Entered Kidsport forms on database (25 applicants). Forwarded information and explained scheme to community members and clubs. Liaise with Dept Sport and Rec and Town of Narrogin. Kidsport forms on Wickpin website. <p>Healthy Communities Project</p> <ul style="list-style-type: none"> Liaison with Town of Narrogin regarding Healthy Communities Project and reference group. Discussion with Reference group member.
Special Needs Groups inc; Youth, Disabled and Older People.	<ul style="list-style-type: none"> Attended meeting with Terry Waldron re: aged housing meeting.
Heritage	<ul style="list-style-type: none"> Discussions and background information on War memorial. Heritage precinct walk trail and old machinery display.
Other	<ul style="list-style-type: none"> Attended budget planning meeting.

Funding Applications Status Report

Project Name	Funding Organisation	Amount Requested inc Gst	Status
Wickpin synthetic bowling green	Dept Sport and Rec	\$88,076	CSRFF Approved \$78,300
Yealering Bike Track	Lotterywest	\$18,000	approved
Dedicated Deputy Project		\$2,966	approved
R U 2 Close	Public Health Advocacy Institute of WA	\$7,500	approved

Statutory Environment: Local Government Act 1995.

Policy Implications: Not applicable.

Financial Implications: Not applicable.

Strategic Implications: Not applicable.

Recommendation:

That council notes the report from the Community Development Officer dated 20 June 2012.

Voting Requirements: Simple majority.

Resolution No 200612-22

Moved Cr Allan / Seconded Cr Russell

That council notes the report from the Community Development Officer dated 20 June 2012.

Carried 8/0

Governance, Audit and Community Services

10.2.06 - Wagin Regional Waste Group - 2012-2013 Budget Estimates

Submission To:	Ordinary Council
Location / Address:	Whole Shire
Name of Applicant:	Wagin Regional Waste Group
File Reference:	2902
Author:	Mark J Hook, Chief Executive Officer
Disclosure of any Interest:	Nil
Date of Report:	12 June 2012

Enclosure / Attachment: Minutes meeting held 27 May 2011

Background:

The Wagin Group of Councils Strategic Waste Project is continuing during the next financial year. Existing funds will need to be topped up by member councils in order to keep the project moving forward.

Comment:

Planning is proceeding toward the establishment of a regional waste site, with most work centered around securing a suitable site which involves soil testing, land negotiations, environmental assessments and capital funding.

To that end in order to keep the project going member Councils will be required to commit funding for operational costs and funds toward acquiring land.

Statutory Environment:

Environmental Protection Act 1986
Environmental Protection (Rural landfill) Regulations 1997
Waste Avoidance and Resource recovery Act 2007
Local Government Act 1995

Policy Implications: Nil

Financial Implications: \$5,000 to operational costs in 2012-13

Strategic Implications:

Waste management is a key strategic issue for the Shire of Wickpin. Councils existing tips are not sustainable in terms of best practice and compliance with tip operations.

Summary:

Council is being requested to commit \$5,000 in the 2012/13 Budget Estimates for the ongoing operation of the Wagin Group of Councils Strategic Waste Project. The Dryandra VROC has listed this as a Regional Project and has set aside \$500,000 under its Regional Component of Royalties for Regions in the 2012/13 financial year being \$100,000 from each member Council. This would be subject to a business case being undertaken and being accepted by RDL and the Cabinet. This project is not in Councils FCWP and this will need to be added to the FCWP with other amendments. There will need to be a number of soil type's investigation taken on the Lot prior to an offer being made and the offer should be made subject to the land meeting the requirements of the Department of the Environment for a Regional Refuse Site.

Recommendation:

That Council place a contribution of \$5,000 to the Wagin Group Strategic Waste Project for 2012-2013 in the 2012/2013 Budget Estimates.

Voting Requirements:

Simple majority.

Resolution No 200612-23**Moved Cr Astbury / Seconded Cr Coxon**

That Council place a contribution of \$5,000 to the Wagin Group Strategic Waste Project for 2012-2013 in the 2012/2013 Budget Estimates

Carried 8/0

Governance, Audit and Community Services

10.2.07 - Sale of Land – Plover Street, Wickepin

Submission To:	Ordinary Council
Location / Address:	Whole Shire
Name of Applicant:	Mark Hook, Chief Executive Officer
File Reference:	502
Author:	Mark Hook, Chief Executive Officer
Disclosure of any Interest:	Nil
Date of Report:	12 June 2012

Enclosure / Attachment: Nil

Background:

Council is in receipt of a request from the Professionals – Southern District Estate Agency, Mr Les Chitty to extend their authority to list and sell the Lots in Plover Street.

The following resolution was carried by Council at its November 2010 Council meeting.

Resolution No 171110-16

Moved Cr Easton/ Seconded Cr Coxon

That Council upon completion of the subdivision and notification of the issue of titles call for tender for the sale of the four new lots (Plover Street) in the Yarling Brook Estate in accordance with the following parameters;

-Sell land by way of public tender.

-Set a reserve price of \$50,000 per block of land (including GST).

-Sale prospectus to include information relevant to rural residential policy guidelines for building development as detailed in the report to Council on the 17 November 2010.

-Land offered for tender to include building incentive of \$5,000 to the purchaser if a residence is built to a stage of practical completion within three years from time of settlement.

Carried 8/0

Comment:

The properties have been listed with the Professionals – Southern District Estate Agency, Mr Les Chitty and one block has been sold with offers for two others that have been rejected due to price. The conditions set down in Council Resolution 171110-16 will still apply to the extension of the listing authority.

If Council accepts the Officers Recommendation it only reconfirms the Professionals – Southern District Estate Agency, Mr Les Chitty as the selling agent up to the 30th September and then after this date revert the listing to an open listing.

Statutory Environment:

Local Government Act 1995

3.58. Disposing of property

(1) In this section —

dispose includes to sell, lease, or otherwise dispose of, whether absolutely or not;

property includes the whole or any part of the interest of a local government in property, but does not include money.

- (2) Except as stated in this section, a local government can only dispose of property to —
 - (a) the highest bidder at public auction; or
 - (b) the person who at public tender called by the local government makes what is, in the opinion of the local government, the most acceptable tender, whether or not it is the highest tender.
- (3) A local government can dispose of property other than under subsection (2) if, before agreeing to dispose of the property —
 - (a) it gives local public notice of the proposed disposition —
 - (i) describing the property concerned; and
 - (ii) giving details of the proposed disposition; and
 - (iii) inviting submissions to be made to the local government before a date to be specified in the notice, being a date not less than 2 weeks after the notice is first given;

And

 - (b) it considers any submissions made to it before the date specified in the notice and, if its decision is made by the council or a committee, the decision and the reasons for it are recorded in the minutes of the meeting at which the decision was made.
- (4) The details of a proposed disposition that are required by subsection (3)(a)(ii) include —
 - (a) the names of all other parties concerned; and
 - (b) the consideration to be received by the local government for the disposition; and
 - (c) the market value of the disposition —
 - (i) as ascertained by a valuation carried out not more than 6 months before the proposed disposition; or
 - (ii) as declared by a resolution of the local government on the basis of a valuation carried out more than 6 months before the proposed disposition that the local government believes to be a true indication of the value at the time of the proposed disposition.
- (5) This section does not apply to —
 - (a) a disposition of an interest in land under the *Land Administration Act 1997* section 189 or 190; or
 - (b) a disposition of property in the course of carrying on a trading undertaking as defined in section 3.59; or
 - (c) anything that the local government provides to a particular person, for a fee or otherwise, in the performance of a function that it has under any written law; or
 - (d) any other disposition that is excluded by regulations from the application of this section.

[Section 3.58 amended by No. 49 of 2004 s. 27; No. 17 of 2009 s. 10.]

Policy Implications: Nil

Financial Implications:

The following resolution was carried by Council at its November 2010 Council meeting.

Resolution No 171110-16

Moved Cr Easton/ Seconded Cr Coxon

That Council upon completion of the subdivision and notification of the issue of titles call for tender for the sale of the four new lots (Plover Street) in the Yarling Brook Estate in accordance with the following parameters;

-Sell land by way of public tender.

-Set a reserve price of \$50,000 per block of land (including GST).

-Sale prospectus to include information relevant to rural residential policy guidelines for building development as detailed in the report to Council on the 17 November 2010.

-Land offered for tender to include building incentive of \$5,000 to the purchaser if a residence is built to a stage of practical completion within three years from time of settlement.

Carried 8/0

Strategic Implications:

Through planning and development ensure availability of land for residential and industrial purposes.

Summary:

Council is being requested to authorise the Chief Executive Officer to sign the listing extension agreement with the Professionals – Southern District Estate Agency, Mr Les Chitty extending their authority to sell the lots in Plover Street to the 30th September 2012 and thereafter reverting to an open listing.

Recommendation:

That Council authorises the Chief Executive Officer to sign the listing extension agreement with the Professionals – Southern District Estate Agency, Mr Les Chitty extending their authority to sell the lots in Plover Street to the 30th September 2012 and thereafter reverting to an open listing.

Voting Requirements: Simple majority.

Resolution No 200612-24

Moved Cr Lansdell / Seconded Cr Russell

That Council authorises the Chief Executive Officer to sign the listing extension agreement with the Professionals – Southern District Estate Agency, Mr Les Chitty extending their authority to sell the lots in Plover Street to the 30th September 2012 and thereafter reverting to an open listing.

Carried 8/0

Governance, Audit & Community Services

10.2.08 – Living Lakes Initiative

Submission To:	Ordinary Council
Location / Address:	Whole Shire
Name of Applicant:	Mark J Hook, Chief Executive Officer
File Reference:	1111
Author:	Mark J Hook, Chief Executive Officer
Disclosure of any Interest:	Nil
Date of Report:	12 June 2012

Enclosure / Attachment: Letter from Department of Regional Development and Lands

Background:

Council has received the attached letter attached as attachment 10.2.01 from Mr Paul Rosair Director General Regional Development and Lands regarding a working group being formed for the continuing engagement of the local community regarding the Yealering Living Lakes Initiative.

Comment:

There has been a group of local residents that have been operating as a reference group. This group of people has built up a fair deal of knowledge on this initiative and it is recommended that this group be continued with a few additions.

The proposed Yealering Working Group should be as follows:

- Representatives/Co- coordinators - Ian & Sara Hills
- Shire Representatives – Chief Executive Officer Mr Mark Hook, One Councillor (to be decided), and Community Development Officer Mrs Natalie Manton
- Facey Group Representative - Felicity Astbury
- Surrounding Farmers - Ken Beattie - Farmer on west side and south of Lake, Morris (Whippy) Dawes - Farmer on east and south side of Lake
- Yealering Progress Association President Colin Coxon
- Town Representative - Matthew Pockran

Statutory Environment: *Local Government Act 1995*

Policy Implications: Nil

Financial Implications: Funded through the Department of Regional Development and Lands.

Strategic Implications:

MISSION STATEMENT

Council will provide leadership and a range of services and develop opportunities to meet social, economic, physical and environmental aspirations, in partnership with the community.

OBJECTIVE 2

To Ensure the Protection and Improvement of the Environment

STRATEGIES	ACTION
Continue to support and encourage actions taken in relation to environmental problems.	<p>Support to the Facey Group relevant to retention of remnant vegetation, salinity control, etc. sustainability, downstream processing, revegetation other functions</p> <p>Continue support for the control of pest plants and vermin.</p> <p>Review and adhere to the principals of the Roadside Vegetation Conservation Plan.</p> <p>Protection of vegetation on the reserves vested in Council in accordance with Council policy.</p> <p>Monitor existing townsites salinity levels and take appropriate action where necessary.</p>

Summary:

Council is being requested by the Department of Regional Development and Lands to set up a Working Group for the Yealering Living Lakes Project.

Recommendation:

That Council appoint the following persons as the Yealering Living Lakes Initiative Working Group:

- Representatives/Co- Coordinators - Ian & Sara Hills -
- Shire Representatives – Chief Executive Officer Mr Mark Hook, One Councillor (to be decided), and Community Development Officer Mrs Natalie Manton
- Facey Group Representative - Felicity Astbury
- Surrounding Farmers - Ken Beattie - Farmer on west side and south of Lake, Morris (Whippy) Dawes - Farmer on east and south side of Lake
- Yealering Progress Association President Colin Coxon
- Town Representative - Matthew Pockran

Voting Requirements: Simple majority

Resolution No 200612-25**Moved Cr Lansdell / Seconded Cr Allan**

That Council appoint the following persons plus all adjoining landholders as the Yealering Living Lakes Initiative Working Group:

- Representatives/Co- Coordinators - Ian & Sara Hills -
- Shire Representatives – Chief Executive Officer Mr Mark Hook, One Councillor (to be decided), and Community Development Officer Mrs Natalie Manton
- Facey Group Representative - Felicity Astbury
- Surrounding Farmers - Ken Beattie - Farmer on west side and south of Lake, Morris (Whippy) Dawes - Farmer on east and south side of Lake
- Yealering Progress Association President Colin Coxon
- Town Representative - Matthew Pockran

Carried 8/0

Governance, Audit and Community Services

10.2.09 – Wickepin Caravan Park Agreement

Submission To:	Ordinary Council
Location / Address:	Whole Shire
Name of Applicant:	Mark J Hook, Chief Executive Officer
File Reference:	508
Author:	Mark J Hook, Chief Executive Officer
Disclosure of any Interest:	Nil
Date of Report:	29 May 2012

Enclosure / Attachment: Agreement for the Wickepin Caravan Park

Background:

The draft agreement was circulated to Councillors at the Governance, Audit and Community Services Committee Meeting held on 2 May 2012 where the committee held general discussion regarding the current Caravan Park Agreements.

At this meeting it was resolved that the CEO would contact the current caravan park manager Lionel Anthony Rigby and present the contract to Mr Rigby for comment and or signing.

The existing Caravan Park Agreement for the Wickepin Caravan Park between the Shire of Wickepin and Lionel Anthony Rigby of 7 Fisher Street Wickepin, Western Australia 6370 is due to Expire on the 30th June 2012.

Comment:

The Chief Executive Officer discussed and presented the draft agreement to the current Caravan Park manager Mr, Lionel Anthony Rigby who reviewed the agreement and has since requested the following changes to the proposed Agreement.

- Annual sum increased to \$6,000 (draft agreement annual sum \$4,500)
- Annual sum of \$1,500 per annum for the use of his vehicle.

Statutory Environment: *Local Government Act 1995*

Policy Implications: Nil

Financial Implications:

The agreement sets out the parameters of proposed financial arrangements under the Agreement.

Current Expenditure and Income for the Wickepin Caravan Park is as follows.

WICKEPIN CARAVAN PARKS

1/7/11 - 31/5/12

Creditor	Description	Cost
Synergy	Power	1816.10
Telstra	Caretakers Phone	417.93
Water Corporation	Water	2922.10
	Cleaning	615.33
Jims Pest Control	Pest Control	84.36
Narrogin Packaging	Toiletries	182.73
T Rigby	Caretakers Fees & Commission	5986.04
LGIS	Insurance	285.96
Ewens Rural Supplies	Gas	655.18
Fran	Linen & Utensil	177.83
Shire	Staff Labour & Equipment	280.59
FESA	ESL	55.00
Various	Materials, Decking oil, paint, cleaning goods	936.84
Tradesmen /Repairers	Electrical, plumbing repairs	800.86
Total		15216.85

Caretakers Residence Costs

11/7/11 to 31/5/12

Ewens Rural Supplies	Gas	204.00
Niks Electrical	Repairs to HWS	266.64
Steere Dingo Service	New Fence	990.00
Air Response	Repairs to Air Conditioner	169.14
Ewens Rural Supplies	New Fencing	1443.15
LGIS	Insurance	368.06
Jims Pest Control	Spraying for spiders	92.80
Total		3533.79

The Wickepin Caravan Park takings from 1 July 2011 to 31 May 2012 are \$9971.37.

Strategic Implications:

OBJECTIVE 3

To promote the development of a viable and diversified local economy

STRATEGIES	ACTION
To actively support the development of tourism opportunities in the Shire.	Investigate and implement methods for improving the promotion of tourism in the district. - Liaise with local and regional tourist promotion groups with the aim of promoting the development of

tourism in the Shire.

- Seek advice from the WA Tourism Commission with regard to promoting the district.
- Provide an allocation of funds in the budget each year for the purpose of promoting tourism in the district
- Gather information on the value of tourism to a local economy and particularly with regard to the benefits that people directly involved can enjoy.
- Publicise the availability of the information and encourage local and external entrepreneurs to become actively involved in the Shire of Wickepin.
- Council to consider how it can assist in the development of tourism and should seek the opportunity to meet with people/local governments who have had success in tourist development. (See also action plan detail 5.2(a))

Investigate options for achieving more and a greater variety of tourist accommodation alternatives within the district including Caravan Parks and farm stays.

Summary:

Council is being requested to sign the proposed agreement of the Wickepin Caravan Park with Mr Lionel Anthony Rigby of 7 Fisher Street Wickepin, Western Australia 6370

Recommendation:

That Council adopts the following agreement between the Shire of Wickepin and Lionel Anthony Rigby of 7 Fisher Street Wickepin, Western Australia 6370 for the management of the Wickepin Caravan Park.

**AGREEMENT
AGREEMENT DATED 1st day of July 2012**

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

AND Lionel Anthony Rigby of 7 Fisher Street Wickepin, Western Australia 6370

RECITALS

- A. The Shire has appointed the Manager 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 Wickpin or authorised delegate; -

“Manager” means Lionel Anthony Rigby;

“Park” means the Wickpin Shire caravan park located on Wogolin Road, Wickpin, 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.

MANAGER’S OBLIGATIONS

2.1 Engagement and Term

The Shire HEREBY ENGAGES the Manager to manage and caretake the Park and perform the obligations contained in this Agreement for the Term.

2.2 Park amenity block

The Manager 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.

2.3 Maintenance of Park grounds and buildings

The Manager 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 Manager 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.

2.5 General Park amenity

The Manager 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 Manager's personal and work vehicles.

2.6 Administration

The Manager 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 Manager 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 Manager 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 Manager 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 Manager 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 Manager 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 Manager from the obligations in or liabilities arising from this Agreement and in all respects the Manager 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 Manager 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 Manager or by any assignee, sub-contractor, transferee or delegate of the Manager.

REMUNERATION

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

3.2 The amount of remuneration specified in Item 2(a) and 2(b) of the Schedule shall be reviewed annually.

THE SHIRE'S OBLIGATIONS

4.1 Maintenance costs of the Park

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

4.2 Water, electricity, gas and telephone expenses

- (a) The Shire shall pay for all water, electricity and gas charges incurred by the Park.
- (b) The Shire shall pay the telephone rental charge for the telephone located in the Manager's Park residence.
- (c) The Manager 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 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.

5.3 Termination on default

If:

- (a) the Manager defaults in the observance or performance of any term or condition of this Agreement; and
- (b) the Manager fails to remedy the default (if it is capable of remedy) within seven (7) days of the Shire giving notice in writing to the Manager 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 Manager;
- (ii) refer the matter to arbitration pursuant to clause 5.6; or
- (iii) by notice in writing given to the Manager terminate the contract, without prejudice to any other powers, rights, authorities or remedies against the Manager under the Agreement or otherwise.

5.4 Discretion to terminate

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

- (a) is unable by reason of illness or any other cause to act as Manager 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 Manager's 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 Manager terminating this Agreement within seven (7) days of receipt of the notice by the Manager, 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 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, including vacating the Manager's residence at 7 Fisher Street, Wickpin, Western Australia 6370.

5.8 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

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 Manager, if delivered to or left at the Park during normal business hours (8.30am to 5.00pm); or
 - (ii) if sent by prepaid post addressed to that Party at the address appearing in this Agreement.
- (b) Any notice, demand or document sent by prepaid post shall be deemed to have been received forty eight (48) hours after posting.

6.2 Relationship of parties

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

- (iv) the Manager 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 1

Item 1 - Term

1 July 2012 to 30 June 2014

Item 2 - Remuneration

- (a) An annual sum of \$6,000 payable in four instalments (payable first week of the month), July, \$1,500, October, \$1,500, January, \$1,500 and April , \$1,500 of each year;
- (b) Use of vehicle, \$1,500 per year payable in four instalments (payable first week of the month) July, \$375.00, October, \$375.00, January, \$375.00 and April , \$375.00 of each year;
- (c) a sum equal to 15% of the gross takings of all paid bookings at the Park, payable monthly;
- (d) free occupation of residence located at 7 Fisher Street, Wickpin, Western Australia 6370 known as "Caretakers Residence" ;
- (e) free water, electricity and gas at Caretakers Residence (estimated annual value \$1,000);
- (f) 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.

Resolution No 200612-26

Moved Cr Coxon / Seconded Cr Lansdell

That Council adopts the following agreement between the Shire of Wickpin and Lionel Anthony Rigby of 7 Fisher Street Wickpin, Western Australia 6370 for the management of the Wickpin Caravan Park.

AGREEMENT

AGREEMENT DATED 1st day of July 2012

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

AND Lionel Anthony Rigby of 7 Fisher Street Wickpin, Western Australia 6370

RECITALS

A. The Shire has appointed the Manager to provide management and caretaking services for the Wickpin 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 Wickpin or authorised delegate; -

"Manager" means Lionel Anthony Rigby;

"Park" means the Wickpin Shire caravan park located on Wogolin Road, Wickpin, 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.

MANAGER'S OBLIGATIONS

2.1 Engagement and Term

The Shire HEREBY ENGAGES the Manager to manage and caretake the Park and perform the obligations contained in this Agreement for the Term.

2.2 Park amenity block

The Manager 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.

2.3 Maintenance of Park grounds and buildings

The Manager 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 Manager 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.

2.5 General Park amenity

The Manager 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 Manager's personal and work vehicles.

2.6 Administration

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

2.8 Manager's insurance

- (a) The Manager 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 Manager 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 Manager 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 Manager 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 Manager from the obligations in or liabilities arising from this Agreement and in all respects the Manager 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 Manager 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 Manager or by any assignee, sub-contractor, transferee or delegate of the Manager.

REMUNERATION

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

- 3.2** The amount of remuneration specified in Item 2(a) and 2(b) of the Schedule shall be reviewed annually.

THE SHIRE'S OBLIGATIONS

4.1 Maintenance costs of the Park

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

4.2 Water, electricity, gas and telephone expenses

- (a) The Shire shall pay for all water, electricity and gas charges incurred by the Park.
- (b) The Shire shall pay the telephone rental charge for the telephone located in the Manager's Park residence.
- (c) The Manager 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 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.

5.3 Termination on default

If:

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

then the Shire may:

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

5.4 Discretion to terminate

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

- (a) is unable by reason of illness or any other cause to act as Manager 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 Manager's 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 Manager terminating this Agreement within seven (7) days of receipt of the notice by the Manager, 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 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, including vacating the Manager's residence at 7 Fisher Street, Wickpin, Western Australia 6370.

5.8 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

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 Manager, if delivered to or left at the Park during normal business hours (8.30am to 5.00pm); or
 - (ii) if sent by prepaid post addressed to that Party at the address appearing in this Agreement.
- (b) Any notice, demand or document sent by prepaid post shall be deemed to have been received forty eight (48) hours after posting.

6.2 Relationship of parties

- (a) The Parties acknowledge that the relationship between them is not that of employer and employee, nor principal and agent, nor any other relationship whatsoever.
- (b) The parties acknowledge that:
 - (i) the Shire shall not deduct any income taxation from the remuneration in Item 2 of the Schedule, and it is the responsibility of the Manager to pay all such taxes as are appropriate;
 - (ii) the Shire shall not pay any superannuation in relation to the Manager's management and caretaking of the Park;
 - (iii) the Shire shall not pay any worker's compensation in relation to the Manager's management and caretaking of the Park; and
 - (iv) the Manager 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 1

Item 1 - Term

1 July 2012 to 30 June 2014

Item 2 - Remuneration

- (a) An annual sum of \$6,000 payable in four instalments (payable first week of the month), July, \$1,500, October, \$1,500, January, \$1,500 and April, \$1,500 of each year;
- (b) Use of vehicle, \$1,500 per year payable in four instalments (payable first week of the month) July, \$375.00, October, \$375.00, January, \$375.00 and April, \$375.00 of each year;
- (c) a sum equal to 15% of the gross takings of all paid bookings at the Park, payable monthly;
- (d) free occupation of residence located at 7 Fisher Street, Wickepin, Western Australia 6370 known as "Caretakers Residence" ;
- (e) free water, electricity and gas at Caretakers Residence (estimated annual value \$1,000);
- (f) 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 8/0

Note: Council advised the CEO that Item (a) includes the reimbursement for the Caretakers Public Liability Insurance Premium.

Governance, Audit and Community Services

10.2.10 – Harrismith Caravan Park Agreement

Submission To:	Ordinary Council
Location / Address:	Whole Shire
Name of Applicant:	Mark J Hook, Chief Executive Officer
File Reference:	508
Author:	Mark J Hook, Chief Executive Officer
Disclosure of any Interest:	Nil
Date of Report:	7 June 2012

Enclosure / Attachment: Draft Agreement for the Harrismith Caravan Park attached

Background:

The Shire of Wickpin and Messrs Russell and Judy Gray currently do not have an agreement in place for the Harrismith Caravan Park.

The draft agreement was circulated to Councillors at the Governance, Audit and Community Services Committee Meeting held on 2 May 2012 where the committee held general discussion regarding the current Caravan Park Agreements.

At this meeting it was resolved that the CEO would draft up an agreement and contact the current caravan park caretakers Messrs Russell and Judy Gray for their comment.

Comment:

The Chief Executive Officer posted a draft copy of the agreement to the current Harrismith Caravan Park caretaker Messrs Russell and Judy Gray who reviewed the agreement and has since requested the following changes to the proposed Agreement.

- \$5.00 is taken per person for nightly stays in Donga's.
- \$5.00 is taken per caravan site booking.

Statutory Environment: Local Government Act 1995

Policy Implications: Nil

Financial Implications:

The agreement sets out the parameters of proposed financial arrangements under the Agreement.

Current Expenditure and Income for the Wickepin Caravan Park is as follows.

Harrismith Caravan Park Costings

1/7/2012 to 31/5/12

Creditor	Details	Totals
Synergy	Power	1249.72
Water Corporation - Water Accounts	Water Use	761.65
LGIS Insurance	Insurance	233.16
Rates	ESL	55.00
Shire Staff labour/hours		91.40
Total		2390.93

The Harrismith Caravan Park takings from 1 July 2011 to 31 May 2012 are \$ 1,957.08 (does not include gst).

Strategic Implications:

OBJECTIVE 3

To promote the development of a viable and diversified local economy

STRATEGIES	ACTION
To actively support the development of tourism opportunities in the Shire.	<p>Investigate and implement methods for improving the promotion of tourism in the district.</p> <ul style="list-style-type: none"> - Liaise with local and regional tourist promotion groups with the aim of promoting the development of tourism in the Shire. - Seek advice from the WA Tourism Commission with regard to promoting the district. - Provide an allocation of funds in the budget each year for the purpose of promoting tourism in the district <p>Gather information on the value of tourism to a local economy and particularly with regard to the benefits that people directly involved can enjoy.</p> <ul style="list-style-type: none"> - Publicise the availability of the information and encourage local and external entrepreneurs to become actively involved in the Shire of Wickepin. - Council to consider how it can assist in the development of tourism and should seek the opportunity to meet with people/local governments who have had success in tourist development. (See also action plan detail 5.2(a)) <p>Investigate options for achieving more and a greater variety of tourist accommodation alternatives within the</p>

district including Caravan Parks and farm stays.

Summary:

Council is being requested to sign the proposed agreement of the Harrismith Caravan Park with Messrs Russell and Judy Gray of 28 Railway Avenue, Harrismith, Western Australia 6361.

Recommendation:

That Council adopts the following agreement between the Shire of Wickpin and Messrs Russell and Judy Gray of 28 Railway Avenue Harrismith, Western Australia 6361 for the management of the Harrismith Caravan Park.

AGREEMENT**AGREEMENT DATED 1st day of July 2012**

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

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

RECITALS

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

DEFINITIONS AND INTERPRETATION**1.1 Definitions**

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

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

"Caretaker" means Russell and Judy Gray;

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

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

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

1.2 Interpretation

- (g) A reference to legislation includes that legislation as amended, re-enacted or replaced and any subordinate legislation issued under it.
- (h) Headings of parts and clauses of this Agreement are for reference only and do not affect the interpretation of this Agreement.
- (i) 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.
- (j) 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.
- (k) A singular word includes the plural and vice versa.
- (l) 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 caretake the Park and perform the obligations contained in this Agreement for the Term.

2.2 Park amenity block

The Caretaker shall ensure:

- (e) male and female toilet and shower areas are inspected and cleaned at least once weekly;
- (f) Park laundry is inspected and cleaned at least once weekly;
- (g) Park washing machine is in good working order at all times; and
- (h) any mechanical, electrical and/or structural faults within the Park are reported to the Shire;
- (i) Park, gardens and barbeque area are inspected and cleaned at least once weekly;
- (j) any maintenance items requiring repair, are reported to the Shire as soon as possible;
- (k) each transportable accommodation unit is inspected, cleaned and re stocked after final check-out of the occupier or fortnightly;

- (l) linen used in each transportable accommodation unit is laundered and replaced upon final check - out of the occupier;
- (m) 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;
- (n) each transportable accommodation unit is inspected and cleaned at least once fortnightly if unoccupied; and
- (o) any mechanical, electrical and/or structural faults within the transportable accommodation units are reported to the Shire.
- (p) Ensure gas bottles are useable at all times.

3. General Park amenity

The Caretaker shall ensure:

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

4. Administration

The Caretaker shall:

- (e) ensure bookings for the caravan park and transportable accommodation unit are taken and recorded at the Park in a timely and efficient manner;
- (f) collect and safeguard all monies from fees and charges with respect to the Park;
- (g) 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
- (h) 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

- (e) 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.
- (f) 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.
- (g) 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 a 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 and, in that event, the Agreement terminates upon expiration of that period.

10.2 Automatic termination

Upon:

- (d) death of the Manager;
- (e) 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
- (f) 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

- (b) 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:
 - (iii) 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
 - (iv) 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

- (c) 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 1

Item 1 - Term

1 July 2012 to 30 June 2014

Item 2 - Remuneration

- a) \$5.00 per person for overnight stays in Donga Accommodation.
- b) \$5.00 per caravan site booking.

Voting Requirements: Simple majority

Resolution No 200612-27

Moved Cr Astbury / Seconded Cr Russell

That Council adopts the following agreement between the Shire of Wickpin and Messrs Russell and Judy Gray of 28 Railway Avenue Harrismith, Western Australia 6361 for the management of the Harrismith Caravan Park.

AGREEMENT

AGREEMENT DATED 1st day of July 2012

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

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

RECITALS

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

DEFINITIONS AND INTERPRETATION

1.1 Definitions

“Agreement” means this Agreement, and includes the Schedule;

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

“Caretaker” means Russell and Judy Gray;

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

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

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

1.2 Interpretation

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

MANAGER’S OBLIGATIONS

2.1 Engagement and Term

The Shire HEREBY ENGAGES the Caretaker to caretake 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 a 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 and, 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.
- (iv) 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

- (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.

SCHEDULE 1**Item 1 - Term**

1 July 2012 to 30 June 2014

Item 2 - Remuneration

- c) \$5.00 per person for overnight stays in Donga Accommodation.
- d) \$5.00 per caravan site booking.

Voting Requirements: Simple majority

Carried 8/0

 Governance, Audit and Community Services

10.2.11 – Yealering Caravan Park Agreement

Submission To:	Ordinary Council
Location / Address:	Whole Shire
Name of Applicant:	Mark J Hook, Chief Executive Officer
File Reference:	508
Author:	Mark J Hook, Chief Executive Officer
Disclosure of any Interest:	Nil
Date of Report:	7 June 2012

Enclosure / Attachment: Draft Agreement for the Yealering Caravan Park attached

Background:

The Shire of Wickepin and Mr Peter Stribling currently do not have an agreement in place for the Yealering Caravan Park.

The draft agreement was circulated to Councillors at the Governance, Audit and Community Services Committee Meeting held on 2 May 2012 where the committee held general discussion regarding the current Caravan Park Agreements.

At this meeting it was resolved that the CEO would draft up an agreement and contact the current caravan park caretakers Mr Peter Stribling for comment.

Comment:

The Chief Executive Officer posted a draft copy of the agreement to the current Yealering Caravan Park caretaker Mr Peter Stribling to review the agreement and to get back to the Shire with any changes.

Mr Peter Stribling has not responded to the CEO request.

Statutory Environment: Local Government Act 1995

Policy Implications: Nil

Financial Implications:

The agreement sets out the parameters of proposed financial arrangements under the Agreement.

Current Expenditure and Income for the Yealering Caravan Park is as follows.

Yealering Caravan Park - Costings from 1/7/11 to 31/5/12

CREDITORS	DETAILS	TOTALS
Synergy	Power	3116.82
Water Corporation	Water	1024.55
Big W	Linen & Kitchen utensils	86.79
I Watkins	Cleaning	893.80
LGIS	Insurance	715.94
Shire	Staff labour/equipment	1907.27
Yealering Ag Parts	Gas	390.60

Jims Pest & David Collins Pest Control	Pest Control	191.09
Jason Signs	Signs	237.50
Various	Materials for repairs	324.51
Totals		8888.87

The Yealering Caravan Park takings from 1 July 2011 to 31 May 2012 are \$11220.92 (does not include gst).

Strategic Implications:

OBJECTIVE 3

To promote the development of a viable and diversified local economy

STRATEGIES	ACTION
To actively support the development of tourism opportunities in the Shire.	<p>Investigate and implement methods for improving the promotion of tourism in the district.</p> <ul style="list-style-type: none"> - Liaise with local and regional tourist promotion groups with the aim of promoting the development of tourism in the Shire. - Seek advice from the WA Tourism Commission with regard to promoting the district. - Provide an allocation of funds in the budget each year for the purpose of promoting tourism in the district <p>Gather information on the value of tourism to a local economy and particularly with regard to the benefits that people directly involved can enjoy.</p> <ul style="list-style-type: none"> - Publicise the availability of the information and encourage local and external entrepreneurs to become actively involved in the Shire of Wickpin. - Council to consider how it can assist in the development of tourism and should seek the opportunity to meet with people/local governments who have had success in tourist development. (See also action plan detail 5.2(a)) <p>Investigate options for achieving more and a greater variety of tourist accommodation alternatives within the district including Caravan Parks and farm stays.</p>

Summary:

Council is being requested to sign the proposed agreement of the Yealering Caravan Park with Mr Peter Stribling of 26 Roberts Street, Yealering Western Australia 6372.

Recommendation:

That Council adopts the following agreement between the Shire of Wickpin and Mr Peter Stribling of 26 Roberts Street, Yealering, Western Australia 6372 for the management of the Yealering Caravan Park.

AGREEMENT**AGREEMENT DATED 1st day of July 2012**

BETWEEN SHIRE OF WICKPIN of Post Office Box 19, Wickpin, 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**

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

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

"Caretaker" means Mr Peter Stribling;

"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;

"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

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

- (j) 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.
- (k) A singular word includes the plural and vice versa.
- (l) 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 caretake the Park and perform the obligations contained in this Agreement for the Term.

2.2 Park amenity block

The Caretaker shall ensure:

- (m) male and female toilet and shower areas are inspected at least once weekly;
- (n) Park laundry is inspected and cleaned at least once weekly;
- (o) Park washing machine is in good working order at all times; and
- (p) any mechanical, electrical and/or structural faults within the Park are reported to the Shire;
- (q) Park, gardens and barbeque area are inspected at least once weekly;
- (r) any maintenance items and cleaning requiring action, are reported to the Shire as soon as possible;
- (s) Liase with cleaner when any cleaning requirements are to be done.
- (t) each transportable accommodation unit is inspected, after final check-out of the occupier or fortnightly;
- (u) 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;
- (v) each transportable accommodation unit is inspected at least once fortnightly if unoccupied; and
- (w) any mechanical, electrical and/or structural faults within the transportable accommodation

units are reported to the Shire.

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

3. General Park amenity

The Caretaker shall ensure:

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

4. Administration

The Caretaker shall:

- (e) ensure bookings for the caravan park and transportable accommodation unit are taken and recorded at the Park in a timely and efficient manner;
- (f) collect and safeguard all monies from fees and charges with respect to the Park;
- (g) 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
- (h) deliver to the Shire a written record of the number of persons accommodated at the Park monthly.

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

- (d) 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.
- (e) 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.
- (f) 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 a 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 and, 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

- (b) 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:
 - (ii) 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

- (b) 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 1**Item 1 - Term**

1 July 2012 to 30 June 2014

Item 2 - Remuneration

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

Voting Requirements: Simple majority.

Resolution No 200612-28**Moved Cr Martin / Seconded Cr Russell**

That this item lay on the table until the next Ordinary Council meeting being held on 15th August 2012 so that the Caretakers can respond to the CEO's request for review and agreement of the agreement.

Carried 8/0

Governance, Audit and Community Services

10.2.12 - Shire of Wickepin Refuse Sites

SUBMISSION TO:	Waste Management and Recycling Committee
LOCATION / ADDRESS:	Whole Shire
NAME OF APPLICANT:	Mark J Hook, Chief Executive Officer
FILE REFERENCE:	2900
AUTHOR:	Mark J Hook, Chief Executive Officer
DISCLOSURE OF ANY INTEREST:	Nil
DATE OF REPORT:	29 May 2012

Enclosure / Attachment: Waste Management plans (under separate cover)

Background:

Council Refuse Sites

Inspection of Councils current refuse sites were undertaken by the EHO Allan Ramsay Councils Works Manager Mr Peter Vlahov and the CEO Mr Mark Hook, following is a report on the current refuse sites from this inspection.

Comment:

Tincurrin

Site was found not to comply with the following sections of the Environmental Protection (Rural Landfill) Regulations 2002.

1. Section 6 – Covering of Waste
Covering of waste is not undertaken on a regular basis and there is a lot windblown material.
2. Section 7 - Fencing of Landfill Site
Landfill site is not fenced to stop straying stock
3. Section 13 Burning Green Waste Only
Putrescible waste was on fire and had been deliberately lit
4. Section 14 – Outbreak of Fire
Fire had not been extinguished in accordance with Regulation 14 no signage in place where to or who to report fire too.
5. Section 15 – Approval to dispose at landfill site of clinical waste or material containing asbestos
Asbestos has been tipped contrary to the regulations directly in tip trench. No signage advising asbestos not to be disposed of at refuse site.
6. Section 16 – Disposal of clinical waste or material containing asbestos
Asbestos tipped with no supervision no site plan or register of asbestos sites in tip site
7. Section 17 – Post Closure Plan
No adopted post closure plan

Each breach of these regulations could incur Council up to \$5,000

There was also a significant lack of signage showing people where to tip Household waste green waste tyres building rubble or steel etc.

There was also no signage advising contact details for fire emergency tip hours or tip rates.



Site was found not to comply with the following sections of the Environmental Protection (Rural Landfill) Regulations 2002.

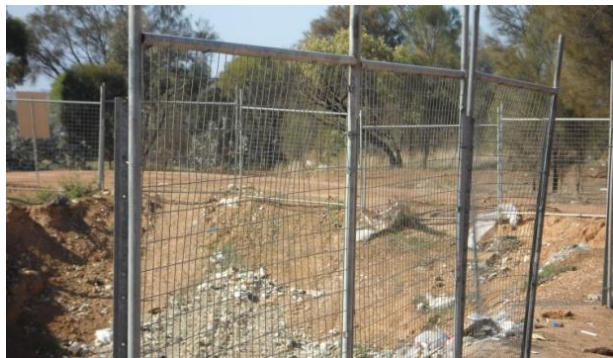
1. Section 6 – Covering of Waste
Covering of waste is not undertaken on a regular basis and there is a lot windblown material.
2. Section 7 - Fencing of Landfill Site
Landfill site is not fenced to stop straying stock entering the site
3. Section 8 – Waste to be contained on landfill site
There was a considerable amount of windblown material
4. Section 14 – Outbreak of Fire
Fire had not been extinguished in accordance with Regulation 14 no signage in place where to or who to report fire too.
5. Section 15 – Approval to dispose at landfill site of clinical waste or material containing asbestos
Asbestos has been tipped contrary to the regulations directly in tip trench and in green waste areas. No signage advising asbestos not to be disposed at tip site.
6. Section 16 – Disposal of clinical waste or material containing asbestos
Asbestos tipped with no supervision plan or register of asbestos sites in tip site
7. Section 17 – Post Closure Plan
No adopted post closure plan

Each breach of these regulations could incur Council up to \$5,000

There was adequate signage showing people where to tip Household waste green waste tyres building rubble or steel etc. however again there was no signage advising contact details for fire emergency tip hours or tip rates.

To resolve these issues all Council needs to do is to update the Management plans for each tip site as prepared by Bowman and Associates in March 2010 and prepare an Environmental Landfill Decommissioning and Post Closure Management Plan for each of Councils refuse sites based on the template prepared by Bowman and Associates 26 March 2010 for the Tincurrin refuse site.





Implications: Not applicable

Financial Implications: Not applicable

Strategic Implications: Not applicable

Recommendations:

1. That the CEO updates the Landfill Environmental Management Plan for each refuse site as prepared by Bowman and Associates 26 March 2010 and present them to Council for adoption.
2. That the CEO prepare an Environmental Landfill Decommissioning and Post Closure Management Plan for each of Councils Refuse sites based on the template prepared by Bowman and Associates 26 March 2010 for the Tincurrin refuse site.

Voting Requirements: Simple Majority

Resolution No 200612-29

Moved Cr Russell / Seconded Cr Allan

1. That the Council adopts the Landfill Environmental Management Plan for each refuse site as prepared by Bowman and Associates 26 March 2010 as presented to Council.
2. That the CEO prepare an Environmental Landfill Decommissioning and Post Closure Management Plan for each of Councils Refuse sites based on the template prepared by Bowman and Associates 26 March 2010 for the Tincurrin refuse site.

Carried 8/0

Governance, Audit & Community Services

10.2.13 – Acceptance Tender 3/2011-12 Waste Collection

Submission To:	Ordinary Council
Location / Address:	Whole Shire
Name of Applicant:	Mark J Hook, Chief Executive Officer
File Reference:	2900
Author:	Mark J Hook, Chief Executive Officer
Disclosure of any Interest:	Nil
Date of Report:	16 June 2012

Enclosure / Attachment: Nil

Background:

Tenders were invited from suitable organisations for the provision of weekly kerbside refuse and recycling material collection services in the Wickepin, Yealering, Harrismith and Tincurrin townsites for a period of 3 years commencing September 2012, with a possible extension for a further 3 years to 30th June 2018.

Comment:

At the closing date of the tenders on Friday 8th June 2012 Council received two tenders for the collection of refuse and recycling material from the Wickepin, Yealering, Harrismith and Tincurrin townsites.

The tenders received have been assessed in accordance with the qualitative criteria specified in the Tender which provided for weighted points score based on:

- ❖ Relevant Experience & Reputation 25%
- ❖ Price 45%
- ❖ Tenderer's Resources & Availability 10%
- ❖ Quality of Plant 10%
- ❖ Backup Plant 5%
- ❖ Non-Reliance on Sub-Contractors 5%

Great Southern Waste Disposal rated 88% whilst Warren Blackwood Waste rated 77% - with the essential difference being price and recycling services to all towns.

Great Southern Waste Disposal provided in their tender for a weekly kerbside refuse collection and a fortnightly kerbside recycling material collection in all the townsites.

Warren Blackwood Waste provided in their tender for a weekly kerbside refuse collection in each of the townsites and a fortnightly kerbside recycling material collection in Wickepin and Harrismith only.

SHIRE OF WICKEPIN REFUSE COLLECTION TENDER EVALUATION

CRITERION	A		B		C		D		E		F		TOTAL SCORE		Ranking
	Relevant Experience & Reputation		Price		Tenderers Resources & Availability		Quality of Plant		Backup Plant		Non Reliance On Sub Contractors				
	outcomes of similar work		Completion of Price Schedule		plant, equipment & materials		Age of plant		Adequate fleet with spare plant time to accommodate breakdowns		project schedule / timeline				
	details of similar work		Price for all options		contingency measures/backup resources		Plant maintenance arrangements				process for the delivery				
	details of issues and how managed		Price		availability						training processes				
	sound judgement and discretion										demonstrated understanding of scope of work				
	demonstrate competency														
	references														
	weighting 25%		weighting 45%		weighting 10%		weighting 10%		weighting 5%		weighting 5%				
TENDERER	raw score	weighted score	raw score	weighted score	raw score	weighted score	raw score	weighted score	raw score	weighted score	raw score	weighted score	raw score	weighted score	
Great Southern Waste Disposal	5.0	25.0	4.0	36.0	5.0	10.0	4.0	8.0	4.0	4.0	5.0	5.0	27.00	88.00	1
Warren Blackwood Waste	5.0	25.0	3.0	27.0	5.0	10.0	3.0	6.0	4.0	4.0	5.0	5.0	25.00	77.00	2

Score	Description of Score
0	Offer did not address the criterion
1	offer contained insufficient/unclear information
2	Acceptable offer
3	Good offer
4	Very Good offer
5	Excellent offer

SHIRE OF WICKEPIN - Tender Receival**Tender 3/2011-12 Collection of Refuse******All Prices Include GST****

	GREAT SOUTHERN WASTE DISPOSAL				WARREN BLACKWOOD WASTE			
WEEKLY KERBSIDE REFUSE COLLECTION	MGB Units	Price Tendered (per unit)	Total Tendered Price (per collection)	Total Tendered Price (per year)	MGB Units	Price Tendered (per unit)	Total Tendered Price (per collection)	Total Tendered Price (per year)
<u>Residential MGBs</u>								
Wickepin	160	\$1.98	\$316.80	\$16,473.60	160	\$2.145	\$343.20	\$17,846.40
Yealering	60	\$1.98	\$118.80	\$6,177.60	60	\$2.145	\$128.70	\$6,692.40
Harrismith	5	\$1.98	\$9.90	\$514.80	5	\$2.145	\$10.725	\$557.70
Tincurrin	7	\$1.98	\$13.86	\$720.72	7	\$2.145	\$15.015	\$780.78
<u>Commercial MGBs</u>								
Wickepin	15	\$1.98	\$29.70	\$1,544.40	15	\$2.145	\$32.18	\$1,673.10
Yealering	5	\$1.98	\$9.90	\$514.80	5	\$2.145	\$10.73	\$557.70
Harrismith	2	\$1.98	\$0.96	\$205.92	2	\$2.145	\$4.29	\$223.08
Tincurrin	1	\$1.98	\$1.98	\$102.96	1	\$2.145	\$2.15	\$111.54
<u>Street Bins and Public Buildings MGBs</u>								
Wickepin	50	\$1.98	\$99.00	\$5,148.00	50	\$2.145	\$107.25	\$5,577.00
Yealering	10	\$1.98	\$19.80	\$1,029.60	10	\$2.145	\$21.45	\$1,115.40
Harrismith	2	\$1.98	\$3.96	\$205.92	2	\$2.145	\$4.29	\$223.08
Tincurrin								
FORTNIGHTLY KERBSIDE RECYCLING MATERIAL COLLECTION								
<u>Residential MGBs</u>								
Wickepin	195	\$3.70	\$721.50	\$18,759.00	195	\$4.125	\$804.375	\$20,913.75
Yealering	20	\$3.70	\$74.00	\$1,924.00				
Harrismith	6	\$3.70	\$22.20	\$577.20	6	\$4.125	\$24.750	\$643.50
Tincurrin	10	\$3.70	\$37.00	\$962.00				
Bulk Bins								
TOTAL TENDERED PRICE (per year)				\$54,860.52				\$56,915.43

The current costs to Council up to the 12TH June 2012 for the whole of Councils waste operations are as follows:

			Actuals 12/06/2012
GL JOB Number			
3532	Domestic Refuse Collection		18,793
LDR1	Wickepin Domestic Refuse	11,357	
LDR2	Yealering Domestic Refuse	7,436	
3552	Recycling Collections		51,517
LRC1	Recycling Collections	51,517	
3722	Commercial Refuse Collection		12,625
LCR1	Wickepin Commercial Refuse	10,034	
LCR2	Yealering Commercial Refuse	2,591	
TOTAL TO 12/06/2012			\$82,935

These figures include the cost of running the Hino 816 Garbage Truck, Plant number P2433 which is costed 45% to Rubbish collections and 55% to Street Maintenance.

If Council was to accept the tender for the rubbish and recycling from one of the preferred tenderers it would mean that there would be no need for the staff at the recycling centre and Mr Pete Marsh would be moved to other duties.

One option available to the Chief Executive Officer would be to replace Mr Laurie Desmond who has retired with Mr Peter Marsh as Mr Peter Arnol was put into the position as an acting plant operator on a casual basis. This was due to the outgoing and acting CEO being aware that Council was looking at the contracting out of the refuse and recycling collection allowing for Mr Peter Marsh to be moved into the main construction crew and not replacing the rubbish collection person.

Another option available to the Chief Executive Officer is to retrench Mr James Mathews as it is the understanding of the current Chief Executive Officer that Mr James Mathews was employed as a truck driver but has been unable to ascertain the appropriate level of truck driver's licence. As he does not have the appropriate level of drivers licence required for the main construction crew he was moved into general duties role. Retrenching Mr James Mathews would allow Mr Peter Marsh to be moved into a general duties position and Mr Peter Arnol put into the construction crew as a full time employee.

Another option preferred by the CEO and Works Manager is to move Mr Peter Marsh into general duties such as:

- Rubbish tip maintenance – signage, picking up windblown rubbish, weed control etc.
- Street and footpath sweeping.
- Fill in for roller driver when operator is on leave.
- Assist with survey and pegging of construction jobs.
- General duties e.g. Bobcat, Backhoe operation.
- Cleaning council public amenities
- Assisting with maintenance team
- Assist Parks and Gardens team.

Keep the services of Mr James Mathews as general gardening and town maintenance duties allowing for more gardening and maintenance being undertaken in Yealering, Harrismith and Tincurrin.

Employ Mr Peter Arnol as a full time permanent employee as part of the main construction crew maintaining the current level of experienced plant operators in the construction crew.

Replace the current Hino 816 Garbage Truck Plant number P2433 with a suitable vehicle.

The other option is that the current refuse service stays as it currently appears.

Statutory Environment: *Local Government Act 1995*

Policy Implications: Nil

Financial Implications:

The overall cost to Councils budget if it retains the staffing levels and tenders out the rubbish and recycling would be approximately \$35,000 per year. The wages cost would remain the same as under the current level of staffing.

If Council reduces the level of staff it could save the full cost of an employee and the savings would be in the vicinity of \$48,000.

Council is still responsible for the cost and maintenance of all the Rubbish Bins and maintenance of its existing tip sites. With the outlying tip sites going to transfer stations there could be future savings in this area.

Strategic Implications: Nil

Summary:

Council is being requested to accept the tender RFT 03/2011-12 from Great Southern Waste Disposal commencing on the 1st September 2012 and to advise the current casual staff working at the Wickepin Recycling service that their services will no longer be required after the 31st August 2012. Allow a budget allocation in the salaries and wages 2012/13 budget estimates to move Mr Peter Marsh into general duties. Allow a budget allocation in the salaries and wages 2012/13 budget to keep the services of Mr James Mathews who would be moved into general gardening and town maintenance duties allowing for more gardening and maintenance duties in Yealering, Harrismith and Tincurrin.

Allow for a budget allocation in the salaries and wages 2012/13 budget estimates to allow for Mr Peter Arnol to be put on as a full time permanent employee into the construction crew, but if Council finds the 2012/13 Budget allocations unable to sustain the proposed employment level and the retention of all the current staff with the

exception of the recycling staff, the Salaries and Wages Budget be amended to allow for the retrenchment of Mr James Mathews and Mr Peter Marsh to be moved into a general hand maintenance position with Mr Peter Arnol placed in the main construction crew as a full time employee.

Recommendations:

1. That Council accept the tender RFT 03/2011-12 from Great Southern Waste Disposal commencing on the 1st September 2012 for the following services.

	MGB Units	Price Tendered (per unit)	Total Price collection)	Tendered (per year)	Total Tendered Price (per year)
WEEKLY KERBSIDE REFUSE COLLECTION					
<u>Residential MGBs</u>					
Wickepin	160	\$1.98	\$316.80		\$16,473.60
Yealering	60	\$1.98	\$118.80		\$6,177.60
Harrismith	5	\$1.98	\$9.90		\$514.80
Tincurrin	7	\$1.98	\$13.86		\$720.72
<u>Commercial MGBs</u>					
Wickepin	15	\$1.98	\$29.70		\$1,544.40
Yealering	5	\$1.98	\$9.90		\$514.80
Harrismith	2	\$1.98	\$0.96		\$205.92
Tincurrin	1	\$1.98	\$1.98		\$102.96
<u>Street Bins and Public Buildings MGBs</u>					
Wickepin	50	\$1.98	\$99.00		\$5,148.00
Yealering	10	\$1.98	\$19.80		\$1,029.60
Harrismith	2	\$1.98	\$3.96		\$205.92
Tincurrin					
FORTNIGHTLY KERBSIDE RECYCLING MATERIAL COLLECTION					
<u>Residential MGBs</u>					
Wickepin	195	\$3.70	\$721.50		\$18,759.00
Yealering	20	\$3.70	\$74.00		\$1,924.00
Harrismith	6	\$3.70	\$22.20		\$577.20
Tincurrin	10	\$3.70	\$37.00		\$962.00
Bulk Bins					
TOTAL TENDERED PRICE (per year)					
					\$54,860.52

2. That the Chief Executive advise the current casual staff working at the Wickepin Recycling service that their services will no longer be required after the 31st August 2012 as all the recycling will be undertaken by Great Southern Waste Disposal as per tender 03/2011/12.
3. That Council allow a budget allocation in the salaries and wages 2012/13 budget allocation to move Mr Peter Marsh into general duties such as:
 - Rubbish tip maintenance – signage, picking up windblown rubbish, weed control etc.
 - Street and footpath sweeping.
 - Fill in for roller driver when operator is on leave.
 - Assist with survey and pegging of construction jobs.
 - General duties eg. Bobcat, Backhoe operation.
 - Cleaning council public amenities
 - Assisting with maintenance team
 - Assist Parks and Gardens team.
4. That Council allow a budget allocation in the salaries and wages 2012/13 budget allocation to keep the services of Mr James Mathews who would be moved into general gardening and town maintenance duties allowing for more gardening and maintenance duties in Yealering, Harrismith and Tincurrin.
5. That Council allow a budget allocation in the salaries and wages 2012/13 budget allocation to allow for Mr Peter Arnol to be put on as a full time permanent employee into the construction crew.
6. That if Council finds the 2012/13 Budget allocations unable to sustain the current employment level and the retention of all the current staff with the exception of the recycling staff, the Salaries and Wages Budget be amended to allow for the retrenchment of Mr James Mathews and Mr Peter Marsh to be moved into a general hand maintenance position with Mr Peter Arnol placed in the main construction crew as a full time employee.
7. That Council Budget for the replacement of the Hino 816 Garbage Truck, Plant number P2433 for a more suitable general duties vehicle in the 2012/13 Budget Estimates

Voting Requirements: Simple majority.

Resolution No 200612-30

Moved Cr Lansdell / Seconded Cr Astbury

1. That Council accept the tender RFT 03/2011-12 from Great Southern Waste Disposal commencing on the 1st September 2012.
2. That the Chief Executive advise the current casual staff working at the Wickepin Recycling service that their services will no longer be required after the 31st August 2012 as all the recycling will be undertaken by Great Southern Waste Disposal as per tender 03/2011/12.

Carried 8/0

Resolution differed from the Officers Recommendation as Council felt items 3, 4, 5, 6 and 7 were of an operational matter for the CEO to deal with.

Governance, Audit & Community Services

10.2.14 – Acceptance Tender 4/2011-12 Bowling Green

Submission To:	Ordinary Council
Location / Address:	Whole Shire
Name of Applicant:	Mark J Hook, Chief Executive Officer
File Reference:	1910
Author:	Mark J Hook, Chief Executive Officer
Disclosure of any Interest:	Nil
Date of Report:	14 June 2012

Enclosure / Attachment: Nil

Background:

With the Shire of Wickepin receiving the funding from the Community Sport and Recreation Facilities grant and with Council allocating \$300,000 from the 2011/12 Country Government Local Fund Council component and the Shire of Wickepin Resolving to take out a self-supporting Loan with the treasury for an amount up to \$110,000, the Shire of Wickepin is in a position to accept the tenders for the replacement of the Wickepin Bowling Club grass greens with synthetic greens.

Comment:

Council requested Tenders for the Supply and installation of synthetic bowling green at the Wickepin Sportsman Club (Bowling Club) with the Tenders closing at 4.00pm Friday 8th June 2012.

At the close of Tenders Council received Tenders from 5 Companies with some companies offering more than one option. All off the tenders received were compliant with Councils Request for Tender 04 – 2011/12.

SHIRE OF WICKEPIN - Tenders Received**Tender 4/2011-12 Supply & Installation of Synthetic Bowling Greens**

All Prices Include GST

TASK	AMOUNT	WARRANTY YEARS
<u>DRYMAX PRO</u>	COURT TRACK AND FIELD	
Preliminaries	\$12,000.00	
Drainage & Irrigation	\$35,000.00	
Base	\$135,000.00	
Levelling including surrounds (not brick paving)	\$10,000.00	
Surface	\$193,000.00	5
Brick Paving	\$17,355.00	
TOTAL LUMP SUM PRICE (EX GST)	\$402,355.00	
TOTAL GST COMPONENT	\$40,235.00	
TOTAL LUMP SUM PRICE (INC GST)	\$442,590.00	

OPTION A	GREEN PLANET GRASS	
<u>DRYMAX</u>		
Preliminaries	\$10,000.00	
Drainage & Irrigation	\$10,000.00	
Base	\$165,000.00	
Levelling	\$20,000.00	
Surface	\$169,000.00	8
Surrounds	\$34,850.00	
TOTAL LUMP SUM PRICE (EX GST)	\$399,850.00	
TOTAL GST COMPONENT	\$39,985.00	
TOTAL LUMP SUM PRICE (INC GST)	\$439,835.00	
OPTION B	GREEN PLANET GRASS	
<u>MASTER PRO</u>		
Preliminaries	\$10,000.00	
Drainage & Irrigation	\$20,000.00	
Base	\$165,000.00	
Levelling	\$20,000.00	
Surface	\$124,000.00	8
Surrounds	\$34,850.00	
TOTAL LUMP SUM PRICE (EX GST)	\$375,870.00	
TOTAL GST COMPONENT	\$37,587.00	
TOTAL LUMP SUM PRICE (INC GST)	\$413,457.00	
OPTION A	BERRY BOWLING SYSTEMS	
<u>PRO MASTER SUPER</u>		
Preliminaries	\$15,000.00	
Drainage & Irrigation	\$37,500.00	
Base	\$95,000.00	
Levelling	\$16,000.00	
Surface	\$163,900.00	7
Lighting	\$0.00	
Brick Paving	\$105 per sq. metre	
Synthetic Grass instead of brick paving	\$65 per sq. metre	
Installation Ditch Walls	\$175 per sq. metre	
TOTAL LUMP SUM PRICE (EXC GST)	\$327,400.00	
TOTAL GST COMPONENT	\$32,740.00	
TOTAL LUMP SUM PRICE (INC GST)	\$360,140.00	
	Plus brick paving ditch walls etc.	

OPTION B	BERRY BOWLING SYSTEMS	
PRO MASTER DRY CUSHION		
Preliminaries	\$15,000.00	
Drainage & Irrigation	\$37,500.00	
Base	\$95,000.00	
Levelling	\$16,000.00	
Surface	\$190,300.00	7
Lighting	\$0.00	
Brick Paving	\$105 per sq. metre	
Synthetic Grass instead of brick paving	\$65 per sq. metre	
Installation Ditch Walls	\$175 per sq. metre	
TOTAL LUMP SUM PRICE (EXC GST)	\$353,800.00	
TOTAL GST COMPONENT	\$35,380.00	
TOTAL LUMP SUM PRICE (INC GST)	\$389,180.00	
	Plus brick paving ditch walls etc.	
OPTION C	BERRY BOWLING SYSTEMS	
DALES PRO WEAVE 1000		
Preliminaries	\$15,000.00	
Drainage & Irrigation	\$37,500.00	
Base	\$95,000.00	
Levelling	\$16,000.00	
Surface	\$253,300.00	7
Lighting	\$0.00	
Brick Paving	\$105 per sq. metre	
Synthetic Grass instead of brick paving	\$65 per sq. metre	
Installation Ditch Walls	\$175 per sq. metre	
INCLUDES VACUUM CLEANER AND SWEEPER UNIT		
TOTAL LUMP SUM PRICE (EXC GST)	\$417,200.00	
TOTAL GST COMPONENT	\$41,720.00	
TOTAL LUMP SUM PRICE (INC GST)	\$458,920.00	
	Plus brick paving ditch walls etc.	
OPTION D	BERRY BOWLING SYSTEMS	
DALES PRO GREEN PLUS		
Preliminaries	\$15,000.00	
Drainage & Irrigation	\$37,500.00	
Base	\$95,000.00	
Levelling	\$16,000.00	
Surface	\$253,300.00	
Lighting	\$0.00	

Brick Paving	\$105 per sq. metre	
Synthetic Grass instead of brick paving	\$65 per sq. metre	7
Installation Ditch Walls	\$175 per sq. metre	
INCLUDES VACUUM CLEANER AND SWEEPER UNIT		
TOTAL LUMP SUM PRICE (EXC GST)	\$417,200.00	
TOTAL GST COMPONENT	\$41,720.00	
TOTAL LUMP SUM PRICE (INC GST)	\$458,920.00	
	Plus brick paving ditch walls etc.	
SUPERGREEN	TIGERTURF AUSTRALIA	
Preliminaries (including Excavation	\$17,198.00	
Drainage & Irrigation	\$33,014.00	
Base including Plinths & Tiger bond	\$205,908.00	
Levelling		
Surface	\$116,550.00	7
Other costs including Freight & Paving	\$76,330.00	PRO RATA
TOTAL LUMP SUM PRICE (EX GST)	\$449,000.00	
TOTAL GST COMPONENT	\$44,900.00	
TOTAL LUMP SUM PRICE (INC GST)	\$493,900.00	
OPTION A	EVGREEN SYNTHETIC PLUS	
EVERGREEN ULTRA PLUS		
Removal of existing grass, plinths & brick paving	\$9,000.00	
Drainage	\$18,552.00	
Installation of plinths etc.	\$17,680.00	
Installation of cement base	\$122,340.00	5
Installation of Evergreen Ultra Plus	\$205,800.00	7
Installation of Dry-Max Synthetic Grass	\$27,291.00	
Brick paving	\$20,238.00	
Freight, travel time & Fuel	\$11,800.00	
Accommodation	\$12,000.00	
Irrigation	\$17,400.00	
Coil soil sampling	\$2,350.00	
DISCOUNT	\$14,300.00	
TOTAL INCLUDING GST	\$450,151.00	
OPTION B	EVGREEN SYNTHETIC PLUS	
EVERGREEN DRY MAX PRO		

Removal of Existing grass, plinths & brick paving	\$9,000.00	
Drainage	\$18,552.00	
Installation of plinths	\$17,680.00	
Installation of cement base	\$122,340.00	5
Installation of Evergreen Dry Max Pro	\$191,500.00	7
Installation of Dry-Max Synthetic Grass	\$27,291.00	
Brick paving	\$20,238.90	
Freight, travel time & fuel	\$11,800.00	
Accommodation	\$12,000.00	
Irrigation	\$17,400.00	
Coil soil sampling	\$2,350.00	
TOTAL INCLUDING GST	\$450,151.90	
OPTION C	EVGREEN SYNTHETIC PLUS	
EVERGREEN ULTRA PLUS APRON 19MM SYNTHETIC GRASS		
Removal of Existing grass, plinths & brick paving	\$9,000.00	
Drainage	\$18,552.00	
Installation of plinths	\$17,680.00	
Installation of cement base	\$122,340.00	5
Installation of Evergreen Ultra Plus	\$205,800.00	7
Installation of synthetic Grass	\$17,145.00	
Brick paving	\$20,238.90	
Freight, travel time and fuel	\$11,800.00	
Accommodation	\$12,000.00	
Irrigation	\$17,400.00	
Coil soil sampling	\$2,350.00	
DISCOUNT	\$14,300.00	
TOTAL INCLUDING GST	\$440,005.00	
OPTION D	EVGREEN SYNTHETIC PLUS	
EVERGREEN ULTRA PLUS APRON MASTER PRO 15MM		
Removal of Existing grass, plinths & brick paving	\$9,000.00	
Drainage	\$18,552.00	
Installation of plinths	\$17,680.00	
Installation of cement base	\$122,340.00	5
Installation of Evergreen Ultra Plus	\$205,800.00	7
Installation of Master-pro	\$22,860.00	
Brick paving	\$20,238.90	
Freight, travel time and fuel	\$11,800.00	
Accommodation	\$12,000.00	
Irrigation	\$17,400.00	

Coil Soil sampling	\$2,350.00	
DISCOUNT	\$14,300.00	
TOTAL INCLUDING GST	\$445,720.00	

The tenders received have been scored against the criteria and the summaries of tenders received are as follows:

SHIRE OF WICKEPIN SUPPLY AND INSTALL SYNTHETIC BOWLING GREEN TENDER EVALUATION JUNE 2012

CRITERION	A		B		C		D		E		TOTAL SCORE		Ranking
	Relevant Experience & Reputation		Price		Tenderers Resources & Availability		Warranty Period		Contract Terms				
	Outcomes of similar work Details Similar Work		Completion of Price Schedule		plant, equipment & materials		Years of warranty		Terms of Contract				
	Type of surface		Price for all options		contingency measures/backup resources		Remedy for Warranty failures		Payment schedule				
	Details of issues and how managed		Price		availability								
	Sound judgement and discretion												
	Demonstrate competency												
	References												
	weighting	50%	weighting	30%	weighting	10%	weighting	10%	weighting	5%			
TENDERER	raw score	weighted score	raw score	weighted score	raw score	weighted score	raw score	weighted score	raw score	weighted score	raw score	weighted score	
COURT TRACK AND FIELD	4.0	40.0	4.0	24.0	4.0	8.0	2.0	4.0	4.0	4.0	18.00	80.00	5

GREEN PLANET GRASS	2.0	20.0	4.0	24.0	2.0	4.0	4.0	8.0	2.0	2.0	14.00	58.00	11
BERRY BOWLING SYSTEMS OPTION A	2.0	20.0	4.0	24.0	3.0	6.0	4.0	8.0	3.0	3.0	16.00	61.00	7
BERRY BOWLING SYSTEMS OPTION B	2.0	20.0	4.0	24.0	3.0	6.0	4.0	8.0	3.0	3.0	16.00	61.00	6
BERRY BOWLING SYSTEMS OPTION C	2.0	20.0	2.0	12.0	3.0	6.0	4.0	8.0	3.0	3.0	14.00	49.00	8
BERRY BOWLING SYSTEMS OPTION D	2.0	20.0	2.0	12.0	3.0	6.0	4.0	8.0	3.0	3.0	14.00	49.00	9
TIGERTURF AUSTRALIA	2.0	20.0	2.0	12.0	3.0	6.0	2.0	4.0	2.0	2.0	11.00	44.00	10
EVERGREEN SYNTHETIC GRASS OPTION A	4.0	40.0	4.0	24.0	4.0	8.0	4.0	8.0	4.0	4.0	20.00	84.00	4
EVERGREEN SYNTHETIC GRASS OPTION B	4.0	40.0	4.0	24.0	4.0	8.0	4.0	8.0	4.0	4.0	20.00	84.00	3

EVERGREEN SYNTHETIC GRASS OPTION C	4.0	40.0	4.0	24.0	4.0	8.0	4.0	8.0	4.0	4.0	20.00	84.00	2
EVERGREEN SYNTHETIC GRASS OPTION D	5.0	50.0	5.0	30.0	4.0	8.0	4.0	8.0	4.0	4.0	22.00	100.00	1

Score	Description of Score
0	Offer did not address the criterion
1	offer contained insufficient/unclear information
2	Acceptable offer
3	Good offer
4	Very Good offer
5	Excellent offer

From this summary it can be seen that Evergreen synthetic grass were the highest scorer and hence it is recommended that they be awarded the contract.

The Chief Executive Officer has met with representatives of the Wickepin Bowling Club to discuss the tenders received with them and their preferred option is the Evergreen Synthetic Grass Option D.

Statutory Environment: *Local Government Act 1995*

Policy Implications:

Policy F3.6 - Tenders – Budgeted Items

Upon receipt of tenders they are to be submitted to council for approval, where necessary administration are to prepare comparative schedules setting out major aspects of tenders.

Financial Implications:

Cost of two Synthetic Greens.

Funding for the two greens are:

▪ CSRFF Grant	\$78,300
▪ CLGF Local Component 2011/12	\$300,000
▪ Self-Supporting Loan	for balance

Strategic Implications:

Fits with Objective 4 off Councils Strategic Plan 2009

To Provide and Encourage the use of a Variety of Recreational, Educational and Cultural Facilities.

STRATEGIES ACTION –

- Continue to support the development and maintenance of recreational facilities and organisations in the district.
- Provide regular maintenance and development of recreation facilities in accordance with an adopted recreation maintenance and development plan.
- Maintain, at least to the present level, the financial support policy for recreational organisations.
- Provide and maintain walk trails for recreation and tourism purposes.

Summary:

Council is being requested to accept the tender received from Evergreen Synthetic Grass to supply and install Evergreen Ultra Plus Synthetic Surface at the Wickepin Districts Sportsman Cub as per Option D as per their tender submitted at the cost of \$445,720 (GST INC).

Recommendation:

1. That council award the tender to Evergreen Synthetic Grass to supply and install Evergreen Ultra Plus Synthetic Surface at the Wickepin Districts Sportsman Cub as per Option D as per their tender submitted at the cost of \$445,720 (GST INC).
2. That the funding for this project to be sourced from CLGF \$300,000, CSRFF \$78,300 and the balance to be the responsibility of the Wickepin Districts Sports Club by the way of Self-supporting Loan through the Treasury Department.

Voting Requirements: Simple Majority

Resolution No 200612-31**Moved Cr Russell / Seconded Cr Hinkley**

1. That council award the tender to Evergreen Synthetic Grass to supply and install Evergreen Ultra Plus Synthetic Surface at the Wickepin Districts Sportsman Cub as per Option D as per their tender submitted at the cost of \$445,720 (GST INC).
2. That the funding for this project to be sourced from CLGF \$300,000, CSRFF \$78,300 and the balance to be the responsibility of the Wickepin Districts Sports Club by the way of Self-supporting Loan through the Treasury Department.

Carried 8/0

Governance, Audit & Community Services

10.2.15 - Townscape and Cultural Planning Committee Meeting Recommendations

Submission To:	Ordinary Council
Location / Address:	Whole Shire
Name of Applicant:	Leah Pearson, Executive Support Officer
File Reference:	206
Author:	Leah Pearson, Executive Support Officer
Disclosure of any Interest:	Nil
Date of Report:	14 June 2012

Enclosure / Attachment: LGIS Harvester Risk Assessment (under separate cover)

Background:

The CEO was asked a question about the liability to Council if a member of the public was injured by the harvester or wagon.

The CEO requested LGIS to conduct a risk assessment on the on the public interface aspects of the historical harvester displayed on Wogolin Road, Wickepin, adjacent to a dedicated traveller rest area.

Comment:

The Townscape Committee would also like to see the machinery undercover in the future, to protect it from the weather and then a more permanent fence erected. It is envisaged that interpretive signage and photo boards would be added to explain the context of the machinery to visitors and tourists as part of the Heritage Trail Project.

Attached under separate cover to this report is the risk assessment undertaken by LGIS on the harvester and wagon.

The risk assessment clearly shows that Council has a public liability risk issue and the risk assessment recommends that suitable risk controls be implemented in accordance with the preferred hierarchy of risk controls to reduce the potential of hazards being realised and members of the public becoming injured.

The preferred and most cost effective solution is the installation of a suitable surrounding fence allowing for the viewing of the historical items, but preventing interaction on or with the machines, which may result in harm.

The Townscape Committee would prefer a temporary style of fencing as they have future plans to move the items to another site in conjunction with the Heritage Trail.

Statutory Environment: Not applicable.

Policy Implications: Not applicable.

Financial Implications: 2012/2013 Budget.

Strategic Implications: Not applicable.

Summary: Nil

Recommendation :

That the Townscape Committee recommend to Council that Council place an amount in the 2012/13 Budget to erect a temporary fence around the harvester and wagon in the main street with an appropriate style of temporary fencing in accordance with the Wickepin Townscape Plan.

Voting Requirements: Simple majority.

Resolution No 200612-32**Moved Cr Lansdell / Seconded Cr Astbury**

That Council place in the 2012/13 Budget an amount to erect a temporary fence around the harvester and wagon in the main street with an appropriate style of temporary fencing in accordance with the Wickepin Townscape Plan.

Carried 8/0

11. President's Report

Council

12. – Chief Executive Officer's Report

SUBMISSION TO:	Ordinary Council
LOCATION / ADDRESS:	Whole Shire
NAME OF APPLICANT:	Mark J Hook, Chief Executive Officer
FILE REFERENCE:	
AUTHOR:	Mark J Hook, Chief Executive Officer
DISCLOSURE OF ANY INTEREST:	Nil
DATE OF REPORT:	12 June 2012

GUMNUT COTTAGE 56 FISHER STREET

The Professionals Real Estate agent Mr Les Chitty has inspected the property and will list the property at a Market Value of \$100,000. The Chief Executive Officer has instructed Mr Chitty to list the property for \$100,000 in accordance with Councils resolution and Section 3.58 of the Local Government Act 1995.

HON TERRY WALDRON MLA MINISTER FOR SPORT AND RECREATION AND GAMING

The Chief Executive Officer attended a meeting with the Hon Terry Waldron Minister for Sport and Recreation and Gaming along with Councillors and Members of the Aged Persons Accommodation Committee.

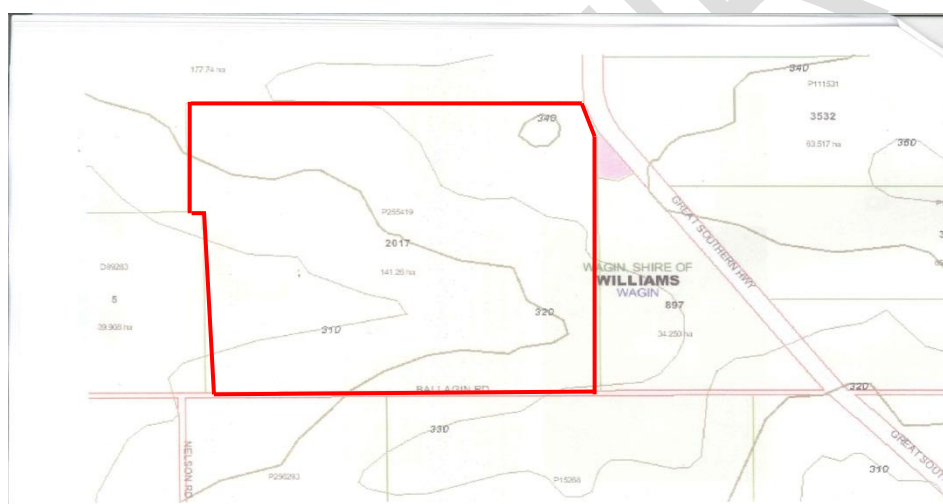
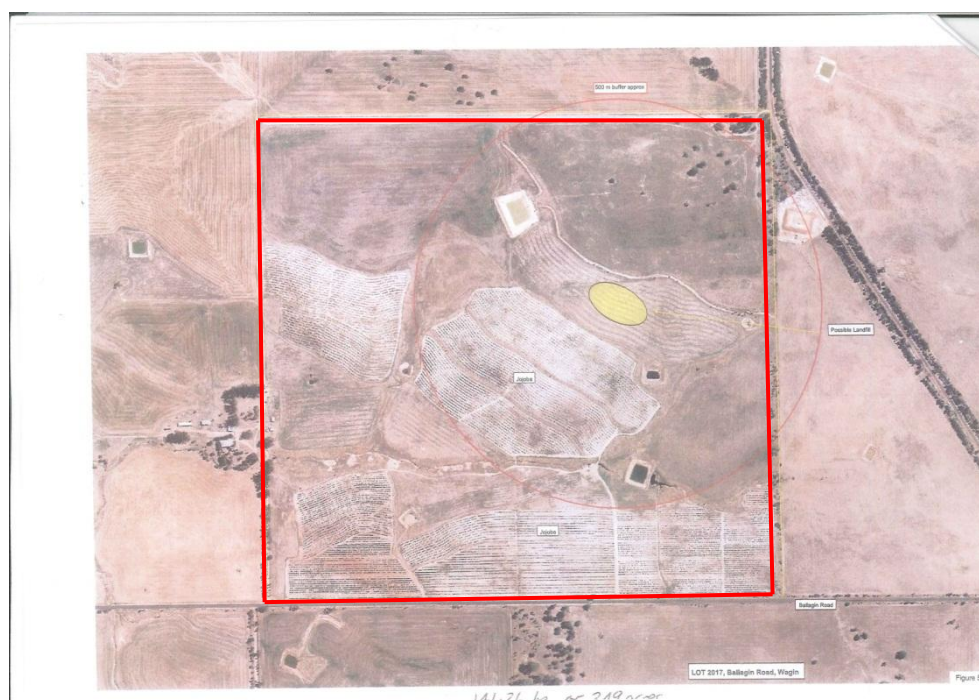
HARRISMITH, YEALERING AND TINCURRIN REFUSE SITES

There have been a number of fires lit at the tip sites, the fires have been extinguished and the tips covered. The tip fires have been reported by members of the public to the Department of Environment and Conservation who in return has contacted the Chief Executive advising Council of their responsibilities to ensure the tips are not lit at any time. The fires have been reported to the police for action. It is a considerable fine for the person lighting the fire and could be a fine of up to \$5,000 to council for each fire lit. The Shire of Wickepin is now under some considerable pressure from the Department of Environment and Conservation who have identified several breaches of the Rural Landfill Regulations in terms of how Council is operating its refuse sites in the Shire of Wickepin.

WASTE MANAGEMENT – REGIONAL REFUSE SITE PLANNING

Council for the past couple of years has been part of the Wagin Group's Regional Refuse Site planning. The Wagin Group of Council's steering Committee held a meeting on the 8th June 2012 to discuss the next step for the Strategic Waste Project Regional Landfill site. The Chief Executive Officer at this meeting put forward the sites discussed by Council at the last Council meeting but it was felt that these lots were too far from the Southern Councils. The Chief Executive Officer also put forward the Tincurrin Refuse site area on the airfield vesting and the group were going to investigate this area in conjunction with the possible site chosen at this meeting.

The site chosen is Location 2017 North of Wagin and is as follows:



The area of land is 141.26 hectares and is on the market for \$565,000 with a lease back option of \$10,000 per year.

Early in the project it was apparent that the funding for the capital costs would need to be found by all participants and the majority view of the responses from a motion put to each of the group's councils was that the capital costs would be equally divided, this breakup of the capital costs was confirmed at this meeting. This would mean that the Shire of Wickepin will need to find one eleventh of \$550,000 which is \$50, 00 as its contribution to the land costs. The Dryandra VROC has listed this as a Regional Project and has set aside \$500,000 under its Regional Component of Royalties for Regions in the 2012/13 financial year being \$100,000 from each member Council. This would be subject to a business case being undertaken and being accepted by RDL and the Cabinet. This project is not in Councils FCWP and this will need to be added to the FCWP with other amendments. There will need to be a number of soil type's investigation taken on the Lot prior to an offer being made and the offer should be made subject to the land meeting the requirements of the Department of the Environment for a Regional Refuse Site.

CARAVAN PARK AGREEMENTS

Discussions have been held with the Caravan Park Manager and Caretakers of the Wickepin and Harrismith Caravan Parks regarding the proposed agreements each person contacted has requested changes and these have been put in an Agenda item to the June Council Meeting for ratification.

WICKEPIN HALL MEMORIAL HONOUR BOARDS

The Chief Executive Officer has received a letter from Mr Peter Williamson regarding the moving of the 1914-1919 World War one Memorial Honour Board currently hung in the Main Hall. Mr Williamson wishes the Board to be moved to the main entrance where the 1939-1945 Honour Board hangs on the wall. A copy of Mr Williamson's letter has been forwarded to each Council with the Chief Executives Officers reply that the Council has no plans to move the 1914-1919 World War One Honour board in its current five year plan but it is working on commemorating all war veterans with a wall at the current Wickepin War Memorial.

INSURANCE LIABILITY WAGON HARVETSER ETC IN MAIN STREET WICKEPIN

The Chief Executive Officer has been requested to look at Councils Legal Liability in relation to claims of damage for persons being injured climbing on the old wagon and harvester etc. in the Wickepin Main Street.

A report has been compiled by Councils insurers LGIS and this has been incorporated in an Agenda item on this issue in the 21st June 2012 Meeting.

Delegations

No.	Delegation Name	Delegation To	How Exercised	When Exercised	Persons Affected
A1	Cheque Signing and Account Authorisation	CEO	Signing of Cheques and Authorisation of Electronic Transfers	As per agenda item	Creditors of council as per agenda item
A2	Septic Tank Application Approvals	EHO	Nil		
A3	Building Approvals	BO	None (0)	As per Agenda Item 10.2.03	
A4	Roadside Advertising	CEO	Nil		
A5	Applications for Planning Consent	CEO	Nil		
A6	Appointment and Termination of Staff	CEO	Nil		
A7	Rates Recovery Instalment Payments	CEO	Nil		
A8	Issue of Orders	CEO	Nil		
A9	Legal Advice	CEO	Nil		
A10	Permits to Use Explosives	CEO	Nil		
A11	Street Stalls	CEO			
A12	Liquor Consumption on Shire Owned Property	CEO	Harrismith Hall - Photo Competition	10 August 2012	
			Yealering Hall - Quiz Hall	29 June 2012	
A13	Hire of Community Halls / Community Centre	CEO			

Recommendations:

That Council endorses the Chief Executive Officers Report dated 12 June 2012.

Voting Requirements: Simple majority

Resolution No 200612-33

Moved Cr Astbury / Seconded Cr Allan

That Council endorses the Chief Executive Officers Report dated 12 June 2012.

Carried 8/0

13. Notice of Motions for the Following Meeting

14. Reports & Information

15. Urgent Business

Cr Martin thanked Gillian Spargo for her services to the Community and to the Council and wished her well for the birth of her first child.

16. Closure

There being no further business the Presiding Officer declared the meeting closed at 5.35pm.