



A Fortunate Place

Agenda

Ordinary Meeting of Council

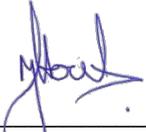
Council Chambers, Wickepin

21 AUGUST 2019

Notice of an Ordinary Meeting of Council

Please note that the next ordinary meeting of Council of the Shire of Wickepin will be held on 21 August 2019 at Council Chambers, Wickepin, commencing at 3.30pm.

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



Mark J Hook
Chief Executive Officer

14 August 2019

Time Table

12.00pm	Lunch
1.00pm	Governance, Audit & Community Services Meeting
2.00pm	Forum
3.00pm	Afternoon Tea
3.30pm	Ordinary Council Meeting

Disclaimer

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

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

SHIRE OF WICKEPIN QUESTIONS FROM THE PUBLIC

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

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

TABLE OF CONTENTS

1. ATTENDANCE, APOLOGIES AND LEAVE OF ABSENCE (PREVIOUSLY APPROVED).....	6
2. PUBLIC QUESTION TIME.....	6
3. APPLICATIONS FOR LEAVE OF ABSENCE/APOLOGIES	6
4. PETITIONS, MEMORIALS AND DEPUTATIONS	6
5. DECLARATIONS OF COUNCILLOR’S AND OFFICER’S INTEREST	7
6. CONFIRMATION OF MINUTES	7
7. RECEIVAL OF MINUTES	7
7.1 – BUSH FIRE CONTROL OFFICERS	8
7.2 – ALBERT FACEY HOMESTEAD COMMITTEE	16
7.3 – LIFESTYLE RETIREMENT COMMITTEE	23
8. STATUS REPORT.....	31
9. NOTICE OF MOTIONS OF WHICH NOTICE HAS BEEN GIVEN.....	32
10. RECEIPT OF REPORTS & CONSIDERATION OF RECOMMENDATIONS	32
TECHNICAL SERVICES	
10.1.01 – MANAGER WORKS AND SERVICES REPORT	33
10.1.02 – REPLACEMENT OF FACEY VEHICLE WK 710	35
10.1.03 – BUSH FIRE CONTROL OFFICER’S MEETING RECOMMENDATIONS	39
10.1.04 – WA KAOLIN ROAD MAINTENANCE AGREEMENT SPARKS ROAD	46
GOVERNANCE, AUDIT & COMMUNITY SERVICES	
10.2.01 – LIST OF ACCOUNTS	48
10.2.02 – FINANCIAL REPORT	50
10.2.03 – DEVELOPMENT & REGULATORY SERVICES.....	79
10.2.04 – BUDGET ADOPTION 2019/2020.....	81
10.2.05 – COMMUNITY GRANT APPLICATION - YEALERING PRIMARY SCHOOL P&C	87
10.2.06 – WICKEPIN CRC AGREEMENT	95
10.2.07 – HARRISMITH CARAVAN PARK MANAGER - CONTRACT.....	96
10.2.08 – WICKEPIN CARAVAN PARK MANAGER - CONTRACT	108
10.2.09 – ALBERT FACEY HOMESTEAD COMMITTEE RECOMMENDATIONS.....	118
11. PRESIDENT’S REPORT	119
12. CHIEF EXECUTIVE OFFICER’S REPORT.....	120
13. NOTICE OF MOTIONS FOR THE FOLLOWING MEETING.....	123
14. REPORTS AND INFORMATION	123
15. URGENT BUSINESS	123
16. CLOSURE	123

**Agenda of an Ordinary Meeting of Council held in Council Chambers, Wickepin
Wednesday 21 August 2019**

The President declared the meeting open at pm.

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

Deputy President	Wes Astbury
Councillor	Nathan Astbury
Councillor	Allan Lansdell
Councillor	Sarah Hyde
Councillor	Steven Martin
Councillor	Gerri Hinkley
Councillor	Fran Allan

Chief Executive Officer	Mark Hook
Finance Manager	Erika Clement
Executive Support Officer	Lara Marchei

Leave of Absence (Previously Approved)	
President	Julie Russell

Apologies

2. Public Question Time

3. Applications for Leave of Absence/Apologies

4. Petitions, Memorials and Deputations

The Chief Executive Officer was presented with a petition from the Lifestyle Retirement Committee on 14 August 2019 for presentation to Council.

Following is the recommendation from the Lifestyle Committee Meeting.

Moved Murray Lang / Seconded Audrey Bird

That the Lifestyle Retirement Committee accept the petition and give the petition to the Shire of Wickepin CEO for presentation to the Ordinary Meeting of Council being held on 21 August 2019.

Carried 9 / 0

The signed petition is attached under separate cover and has 112 signatures. All signatures have been checked and all appear to comply.

Council has also received a letter from Hazel Green regarding the petition which is also attached under separate cover.

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

6. Confirmation of Minutes

Ordinary meeting of council - Wednesday 17 July 2019

Moved / Seconded

That the minutes of the Ordinary Council meeting held on Wednesday 17 July 2019 be confirmed as a true and correct record.

Carried /

7. Receival of Minutes

RECEIVAL OF MINUTES

7.1 – Bush Fire Control Officers

Submission To:	Ordinary Council
Location/Address:	Whole Shire
Name of Applicant:	Lara Marchei, Executive Services Officer
File Reference:	ES.MEE.904
Author:	Lara Marchei, Executive Services Officer
Disclosure of any Interest:	Nil
Date of Report:	15 August 2019

Enclosure/Attachments:

Minutes of the Bush Fire Control Officer's Committee Meeting held on Wednesday 31 July 2019.

Background:

The Bush Fire Control Officer's Committee meeting was held on Wednesday 31 July 2019.

Summary:

Council is being requested to receive the Bush Fire Control Offer's Committee meeting minutes held on Wednesday 31 July 2019.

Comments:

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

Statutory Environment:

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

Policy Implications: Nil.

Financial Implications: Nil.

Strategic Implications: Nil.

Recommendations:

That the minutes for the Bush Fire Control Officer's Committee meeting held on Wednesday 31 July 2019 be received.

Voting Requirements:

Simple majority.



A Fortunate Place

Bush Fire Control Officer's Meeting

MINUTES

Wednesday 31 July 2019
Council Chambers
Commencing at 7:05pm

1. Attendance

Chief Bush Fire Control Officer
 Fire Control Officers

Roger Butler
 Tim Heffernan
 Phil Russell
 Trevor Leeson
 Mark J Hook
 Gary Rasmussen
 Sergeant Phil Huggins
 Senior Constable Dorry Grzinic

Chief Executive Officer
 Manager of Works and Services
 Officer in Charge Wickepin Police

Apologies

Fire Control Officers

Steve Rose
 Keith Parnell
 Wes Astbury
 Colin Coxon
 Grant Hanson

Deputy Chief Bush Fire Control Officer
 Department of Fire and Emergency Services

2. Minutes of Previous Meeting

2.1 Confirmation of Minutes – 26 March 2019

Moved Trevor Leeson / Seconded Tim Heffernan

That the minutes of the Fire Control Officers meeting held 26 March 2019 be confirmed as a true and accurate record of the meeting.

Carried

3. Business Arising From Minutes

CEO to follow up additional Cell Fire Go unit for the CBFCO vehicle.

4. Elections 2019/2020 Fire Season

4.1 Chief Bush Fire Control Officer

Moved Tim Heffernan / Seconded Philip Russell

That Roger Butler be nominated as the Chief Bush Fire Control Officer of the Shire of Wickepin for the 2019/2020 bush fire season:

Roger Butler accepted the nomination.

There being no further nominations Chief Executive Officer Mark J Hook declared Roger Butler elected to the position of the Chief Bush Fire Control Officer of the Shire of Wickepin for the 2019/2020 fire season.

Carried

4.2 Deputy Chief Bush Fire Control Officer

Moved Philip Russell / Seconded Trevor Leeson

That Colin Coxon be nominated as the Deputy Chief Bush Fire Control Officer of the Shire of Wickepin for the 2019/2020 bush fire season:

There being no further nominations Chairman declared Colin Coxon elected to the position of the Deputy Chief Bush Fire Control Officer of the Shire of Wickepin for the 2019/2020 fire season.

Carried

4.3 Fire Control Officers/Bush Fire Radio Operators/Fire Weather Officers

Moved Trevor Leeson / Seconded Tim Heffernan

That the following persons be appointed as Fire Control Officers/Bush Fire Radio Operators and Fire Weather Instrument Officers of the Shire of Wickepin for the 2019/2020 bush fire season:

Tim Heffernan
 Keith Parnell
 Phil Russell
 Daniel White
 Steve Rose
 Gordon McDougall
 Wes Astbury
 Jim Hamilton
 Colin Coxon
 Nathan Astbury
 Trevor Leeson
 Dave Stacey
 Roger Butler

Carried

4.4 Clover Burning Permits

Moved Tim Heffernan / Seconded Philip Russell

That the following persons be appointed as Clover Permit Issuing Officers for the 2019/2020 fire season:

Steve Rose
 Wes Astbury

Carried

4.5 Dual Fire Control Officers from Wickepin

Moved Tim Heffernan / Seconded Trevor Leeson

That the following persons be appointed as Dual Fire Control Officers for the 2019/2020 fire season:

David Stacey & Colin Coxon	Shire of Corrigin
Trevor Leeson, Nathan Astbury and Phillip Russell	Shire of Narrogin
Steve Rose, Trevor Leeson & Roger Butler	Shire of Cuballing
Gordon McDougall & Wes Astbury	Shire of Dumbleyung
Nathan Astbury	Shire of Wagin
Roger Butler, Colin Coxon, & Steve Rose	Shire of Pingelly
Wes Astbury, Colin Coxon & David Stacey	Shire of Kulin

Carried

4.6 Dual Fire Control Officers from adjoining Shires

The following was passed at the 15 May 2019 Ordinary Council meeting for Shire of Cuballing:

Council Decision:**Resolution No: 150519-11****Moved Cr W Astbury / Seconded Cr A Lansdell**

That Council appoints Mr Mike Burgess as Dual Fire Control Officer with the Shire of Wickepin for the 2019/2020 fire season, subject to the Fire Control Officer possessing the appropriate accreditations, further noting that the Dual Fire Control Officer is not permitted to issue burning permits for land in the Shire of Wickepin.

Carried 8 / 0

The following was passed at the 19 June 2019 Ordinary Council meeting for the Shire of Narrogin, Shire of Kulin and Shire of Corrigin:

Council Decision:**Resolution No: 190619-14****Moved Cr G Hinkley / Seconded Cr S Martin**

1. That Council appoints Alastair McDougall and Tim Shepherd from the Shire of Narrogin as Dual Fire Control Officers with the Shire of Wickepin for the 2019/2020 fire season, subject to the Fire Control Officer possessing the appropriate accreditations, further noting that the Dual Fire Control Officer is not permitted to issue burning permits for land in the Shire of Wickepin.
2. That Council appoints Clinton Mullan and David Lewis from the Shire of Kulin as Dual Fire Control Officers with the Shire of Wickepin for the 2019/2020 fire season, subject to the Fire Control Officer possessing the appropriate accreditations, further noting that the Dual Fire Control Officer is not permitted to issue burning permits for land in the Shire of Wickepin.
3. That Council appoints Craig Jespersen and Greg Doyle from the Shire of Corrigin as Dual Fire Control Officers with the Shire of Wickepin for the 2019/2020 fire season, subject to the Fire Control Officer possessing the appropriate accreditations, further noting that the Dual Fire Control Officer is not permitted to issue burning permits for land in the Shire of Wickepin.

Carried 8 / 0

In 2018/2019 Council appointed the following FCO's as Dual Fire Control Officers with the Shire of Wickepin for the 2018/2019 fire season and can be considered for the 2019/2020 fire season.

Shire of Dumbleyung – Ken Wright

Shire of Pingelly – Rodney Leonard Shaddick, Robert Alexander Kirk, Victor Arthur Lee, Andrew Augustin Marshall and Sam MacNamara

Moved Tim Heffernan / Seconded Philip Russell

1. That Council appoints Mr Ken Wright from the Shire of Dumbleyung as Dual Fire Control Officer with the Shire of Wickepin for the 2019/2020 fire season, subject to the Fire Control Officer possessing the appropriate accreditations, further noting that the Dual Fire Control Officer is not permitted to issue burning permits for land in the Shire of Wickepin
2. That Council appoints Rodney Leonard Shaddick, Robert Alexander Kirk, Victor Arthur Lee, Andrew Augustin Marshall and Sam MacNamara from the Shire of Pingelly as Dual Fire Control Officer with the Shire of Wickepin for the 2019/2020 fire season, subject to the Fire Control Officer possessing the appropriate accreditations, further noting that the Dual Fire Control Officer is not permitted to issue burning permits for land in the Shire of Wickepin

Carried

4.7 Fire Break Notice 2019/2020

The following was passed at the 19 June 2019 Ordinary Council meeting:

Council Decision:

Resolution No: 150519-12

Moved Cr N Astbury / Seconded Cr W Astbury

That Council adopt the following 2019/2020 Fire Break Notice:

Bush Fires Act 1954

Shire of Wickepin

Annual Firebreak Notice 2019/2020

Action is required by owners and/or occupiers of all land in the Shire of Wickepin. Please read this notice carefully. Any queries should be directed to the Shire of Wickepin Administration Centre or Local Shire Bush Fire Control Officer.

Pursuant to the powers contained in Section 33 of the Bush Fires Act 1954, owners and occupiers of property within the Shire of Wickepin are hereby required on or before 1 October 2019 and thereafter to 14 April 2020 to plough, scarify or otherwise provide and maintain firebreaks clear of all inflammable material at least 2.5 metres wide as follows:

Rural Land

Inside the boundary of all land held by each owner or occupier, their firebreaks need not follow the perimeter of any paddock but will be acceptable following land contours in an endeavour to overcome water erosion;

To subdivide each holding into lots of no greater than 200 hectares; and

To surround the homestead, out buildings and fuel storages on any such land.

During any period of Harvesting and Baling (including cutting and raking) operations, there shall be an operational mobile engine powered firefighting unit with a minimum capacity of 400 litres of water located in or immediately adjacent to the paddock being harvested and/or baled. The responsibility to supply the firefighting unit is that of the landowner/occupier.

Townsite Land

All lots within the townsites of Harrismith, Tincurrin, Toolibin, Wickepin and Yealering are required to be cleared and maintained free of all debris or inflammable material. Failure to comply with these requirements renders the owner or occupier liable to a penalty not more than \$400.

Clearing of Fence Lines

When clearing for new fence lines, you must have written approval from the Shire of Wickepin prior to commencement of clearing works. Landholders are asked to consider locating the fence three (3) metres inside their boundary to avoid any clearing on road reserves. Old fences should first be removed. If landholders wish to place their fence on the boundary, they

may clear no more than one (1) metre beyond their boundary. This may be varied in special circumstances at the discretion of the CEO and Manager Works & Services. Any timber removed from the road reserve is to be pushed onto the owner's property.

Fencing of Road Reserves

Council encourages farmers to fence off road reserves running through their properties to protect trees on these reserves and to allow new growth of vegetation.

Burning on Roadsides

Should property owners wish to carry out burning of the road reserve adjacent to their property, it is necessary to obtain council approval prior to any burning taking place.

Burning Periods

Restricted Burning – 1 October 2019 to 13 November 2019

Prohibited Burning – 14 November 2019 to 7 February 2020

Restricted Burning – 8 February 2020 to 14 April 2020

Harvest and Fire Ban 2019/2020 Season

Harvesting is banned on Christmas Day and New Year's Day.

Lighting of fires is banned on Good Friday and Easter Sunday.

Carried 8 / 0

Moved Tim Heffernan / Seconded Philip Russell

That the following fire break order and burning periods be endorsed for the 2019/2020 season:

Bush Fires Act 1954

Shire of Wickepin

Annual Firebreak Notice 2019/2020

Action is required by owners and/or occupiers of all land in the Shire of Wickepin. Please read this notice carefully. Any queries should be directed to the Shire of Wickepin Administration Centre or Local Shire Bush Fire Control Officer.

Pursuant to the powers contained in Section 33 of the Bush Fires Act 1954, owners and occupiers of property within the Shire of Wickepin are hereby required on or before 1 October 2019 and thereafter to 14 April 2020 to plough, scarify or otherwise provide and maintain firebreaks clear of all inflammable material at least 2.5 metres wide as follows:

Rural Land

Inside the boundary of all land held by each owner or occupier, their firebreaks need not follow the perimeter of any paddock but will be acceptable following land contours in an endeavour to overcome water erosion;

To subdivide each holding into lots of no greater than 200 hectares; and

To surround the homestead, out buildings and fuel storages on any such land.

That from the 15th October all Harvesting and Baling (including cutting and raking) operations, there shall be an operational mobile engine powered firefighting unit with a minimum capacity of 400 litres of water located in or immediately adjacent to the paddock being harvested and/or baled. The responsibility to supply the firefighting unit is that of the landowner/occupier.

Townsite Land

All lots within the townsites of Harrismith, Tincurrin, Toolibin, Wickepin and Yealering are required to be cleared and maintained free of all debris or inflammable material. Failure to comply with these requirements renders the owner or occupier liable to a penalty not more than \$400.

Clearing of Fence Lines

When clearing for new fence lines, you must have written approval from the Shire of Wickepin prior to commencement of clearing works. Landholders are asked to consider locating the fence three (3) metres inside their boundary to avoid any clearing on road reserves. Old fences should first be removed. If landholders wish to place their fence on the boundary, they

may clear no more than one (1) metre beyond their boundary. This may be varied in special circumstances at the discretion of the CEO and Manager Works & Services. Any timber removed from the road reserve is to be pushed onto the owner's property.

Fencing of Road Reserves

Council encourages farmers to fence off road reserves running through their properties to protect trees on these reserves and to allow new growth of vegetation.

Burning on Roadsides

Should property owners wish to carry out burning of the road reserve adjacent to their property, it is necessary to obtain council approval prior to any burning taking place.

Burning Periods

Restricted Burning – 1 October 2019 to 13 November 2019

Prohibited Burning – 14 November 2019 to 7 February 2020

Restricted Burning – 8 February 2020 to 14 April 2020

Harvest and Fire Ban 2019/2020 Season

Harvesting is banned on Christmas Day and New Year's Day.

Lighting of fires is banned on Good Friday and Easter Sunday.

Carried

5. General Business

5.1 Chief Bushfire Control Officer Report – A brief verbal report was given by Roger Butler CBFCO

5.2 General Discussion

CEO to chase up stickers for firefighting vehicles and also Update FCO cards.

Tim Heffernan requested all FCO to check their base station radio battery as they could be out of date.

The next Bush Fire Control Committee Meeting will be held on Tuesday 31 March 2020 commencing at 7.00pm.

6. Closure

There being no further general business CBFCO Roger Butler declared the meeting closed at 7.55pm.

RECEIVAL OF MINUTES

7.2 – Albert Facey Homestead Committee

Submission To:	Ordinary Council
Location/Address:	Whole Shire
Name of Applicant:	Lara Marchei, Executive Services Officer
File Reference:	CR.MEE.208
Author:	Lara Marchei, Executive Services Officer
Disclosure of any Interest:	Nil
Date of Report:	15 August 2019

Enclosure/Attachments:

Minutes of the Albert Facey Homestead Committee meeting held on Monday 5 August 2019.

Background:

The Albert Facey Homestead Committee meeting was held on Monday 5 August 2019.

Summary:

Council is being requested to receive the Albert Facey Homestead Committee meeting minutes held on Monday 5 August 2019.

Comments:

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

Statutory Environment:

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

Policy Implications: Nil.

Financial Implications: Nil.

Strategic Implications: Nil.

Recommendations:

That the minutes for the Albert Facey Homestead Committee meeting held on Monday 5 August 2019 be received.

Voting Requirements:

Simple majority.



A Fortunate Place

Shire of Wickepin

Minutes

Albert Facey Homestead Committee

Council Chambers, Wickepin

5 AUGUST 2019

Table of Contents

1. ATTENDANCE, APOLOGIES AND LEAVE OF ABSENCE (PREVIOUSLY APPROVED)..3

2. PUBLIC QUESTION TIME3

3. APPLICATIONS FOR LEAVE OF ABSENCE/APOLOGIES.....3

4. PETITIONS, MEMORIALS AND DEPUTATIONS3

5. DECLARATIONS OF COUNCILLOR’S AND OFFICER’S INTEREST.....3

6. CONFIRMATION OF MINUTES3

7. STATUS REPORT4

8. FINANCIALS.....4

 8.1 ALBERT FACEY HOMESTEAD MUNICIPAL FUNDS.....4

9. RECEIPT OF REPORTS & CONSIDERATION OF RECOMMENDATIONS5

10. REPORTS & INFORMATION.....5

 10.1 OTHER MATTERS RAISED BY MEMBERS.....5

11. URGENT BUSINESS5

12. CLOSURE.....6

**Minutes of an Albert Facey Homestead Committee Meeting held in Council Chambers, Wickepin –
Monday 5 August 2019**

The Chairperson declared the meeting open at 2.05pm.

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

Dave Astbury	Chairperson
Helen Warrilow	Member
Margaret Fleay	Member
Charlotte Astbury	Member
Luci Satori	Member
Allan Lansdell	Member
Mark Hook	Chief Executive Officer
Lara Marchei	Executive Support Officer

Leave of Absence (Previously Approved)

Apologies

Libby Heffernan	Member
Karen Rushton	Member
Linley Rose	Member

2. Public Question Time

3. Applications for Leave of Absence/Apologies

4. Petitions, Memorials and Deputations

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

6. Confirmation of Minutes

Albert Facey Homestead Committee – 6 May 2019.

Moved Allan Lansdell / Seconded Helen Warrilow

That the minutes of the Albert Facey Homestead Committee held on 6 May 2019 be confirmed as a true and correct record.

Carried 6/0

7. Status Report

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

Subject/Action	Officer	Progress	Status	Comment

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

○ = in progress ✓ = completed ✕ =superseded

8. Financials

8.1 Albert Facey Homestead Municipal Funds

Albert Facey Annual Statement 2018.2019

Date	Description	Income
27/08/2018	Albert Facey Takings August 2018	\$ 181.82
18/09/2018	Albert Facey Takings September 2018	\$ 331.82
5/10/2018	Albert Facey Takings October 2018	\$ 181.82
13/10/2018	Albert Facey Weekend	\$ 605.00
15/10/2018	Albert Facey Takings Facey Festival Weekend	\$ 436.36
22/10/2018	Albert Facey Takings October 2018	\$ 263.64
5/11/2018	Albert Facey Takings November 2018	\$ 54.55
29/01/2019	Albert Facey Takings December 2018 & January 2019	\$ 272.73
18/03/2019	Albert Facey Takings March 2019	\$ 90.91
29/04/2019	Albert Facey Takings April 2019	\$ 181.82
18/06/2019	Albert Facey Takings June 2019	\$ 181.82
		\$ 2,782.29

Date	Description	Expenditure
6/07/2018	LGISWA Insurance 2018-19 Property Insurance 1st Instalment	\$ 217.46
6/08/2018	Elizabeth Heffernan Cleaning	\$ 40.00
28/08/2018	Country Paint Supplies 4L Linseed Oil	\$ 56.00
30/09/2018	LGISWA Lgis Property Cover - Instalment 2	\$ 217.46
3/10/2018	Ewen Rural Supplies Paint Supplies September	\$ 89.98
3/10/2018	Ewen Rural Supplies White Vinegar September	\$ 3.98
3/10/2018	Wilson Graeme Pay	\$ 70.23
5/10/2018	Wickepin Hotel And Harvest Cafe Dinner Voucher Refreshments	\$ 54.55
13/10/2018	Albert Facey Homestead - Albert Facey Weekend	\$ 171.85
22/10/2018	Elizabeth Heffernan Cleaning	\$ 40.00
30/10/2018	Art Prize Donation Expenditure	\$ 1,000.00
6/11/2018	Ewen Rural Supplies Milo, Coffee, Tea, Sugar, Teabags, Milk October 2018	\$ 33.74
9/11/2018	Efire & Safety November 2018 Fire Equipment Service	\$ 50.00
19/11/2018	Department Of Fire And Emergency - Emergency Services Levy	\$ 82.00

21/11/2018	Jim's Pest Control Rodent Baiting And Spider Spraying	\$	127.03
6/02/2019	McPest Pest Control Termite Inspection	\$	61.25
6/03/2019	Elizabeth Heffernan Cleaning	\$	50.00
6/03/2019	Elizabeth Heffernan Cleaning	\$	20.00
7/03/2019	Ewen Rural Supplies Hose Connector	\$	6.36
19/03/2019	Clement Robert John Pay	\$	71.66
4/04/2019	Wickepin Newsagency Morning Tea	\$	32.50
26/04/2019	Hancocks Home Hardware Nails, Keys, Grates	\$	159.77
1/05/2019	Country Paint Supplies Spray Mask	\$	107.27
3/05/2019	Ewen Rural Supplies - Metho & Turps	\$	34.04
8/05/2019	Holmes Christopher John Pay	\$	87.79
9/05/2019	Holmes Christopher John Pay	\$	43.89
10/05/2019	Wickepin Newsagency Morning Tea - Working Bee	\$	29.55
21/05/2019	Efire & Safety Fire Equipment Service May 2019	\$	50.00
24/06/2019	Elizabeth Heffernan Cleaning	\$	40.00
			\$ 3,048.36

Moved Charlotte Astbury / Seconded Allan Lansdell

That the financial statement tabled for the period ending 30 June 2019 as presented be received.

Carried 6/0

9. Receipt of Reports & Consideration of Recommendations

10. Reports & Information

Other matters raised by members

- The CEO advised that the light globes have been replaced and that \$5,000 has been allocated to the Albert Facey Homestead in the 19/20 budget, the same as the previous financial year.
- Lucy Satori received notice from Libby Heffernan that the sash that was received from the Avon Valley Carriage Drivers from the Armistice Day Parade is at the framers and that it is to be mounted along with the wording.
- Lucy Satori advised that she has been looking in to curtain samples for the homestead.

Moved Charlotte Astbury / Seconded Margaret Fleay

That Lucy Satori go ahead and purchase curtain fabric to make curtains for the Albert Facey Homestead.

Carried 6/0

11. Urgent Business

12. Closure

The next Albert Facey Homestead Committee Meeting will be held on Monday 4 November 2019.

There being no further business the Chairperson declared the meeting closed at 2.30pm.

Actions Requested from meeting

Subject/Action	Officer

RECEIVAL OF MINUTES

7.3 – Lifestyle Retirement Committee

Submission To:	Ordinary Council
Location/Address:	Whole Shire
Name of Applicant:	Lara Marchei, Executive Services Officer
File Reference:	CR.MEE.203
Author:	Lara Marchei, Executive Services Officer
Disclosure of any Interest:	Nil
Date of Report:	15 August 2019

Enclosure/Attachments:

Minutes of the Lifestyle Retirement Committee meeting held on Wednesday 14 August 2019.

Background:

The Lifestyle Retirement Committee meeting was held on Wednesday 14 August 2019.

Summary:

Council is being requested to receive the Lifestyle Retirement Committee meeting minutes held on Wednesday 14 August 2019.

Comments:

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

Statutory Environment:

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

Policy Implications: Nil.

Financial Implications: Nil.

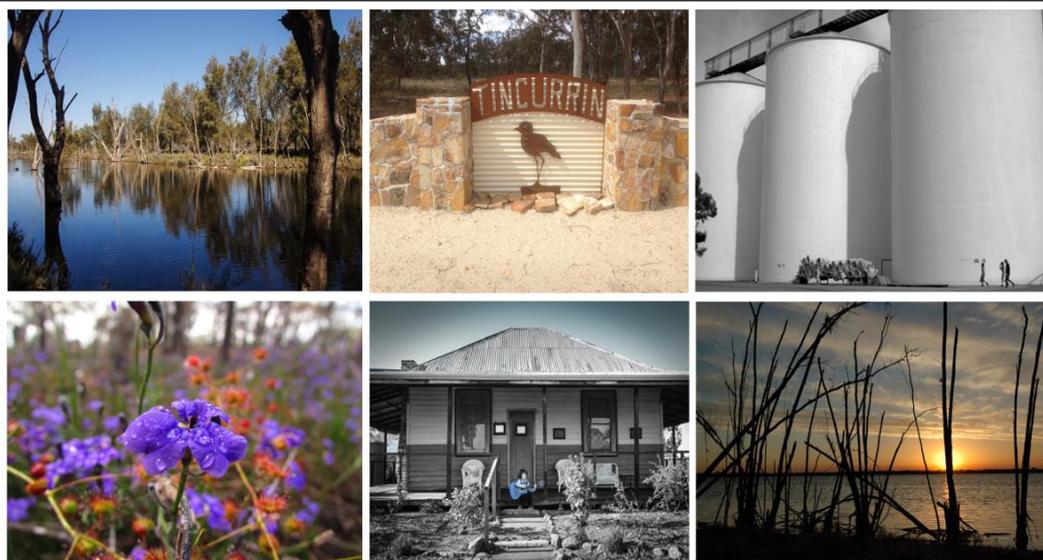
Strategic Implications: Nil.

Recommendations:

That the minutes for the Lifestyle Retirement Committee meeting held on Wednesday 14 August 2019 be received.

Voting Requirements:

Simple majority.



A Fortunate Place

Shire of Wickepin

Minutes

Lifestyle Retirement Committee

Council Chambers, Wickepin

14 AUGUST 2019

Table of Contents

1.	ATTENDANCE, APOLOGIES AND LEAVE OF ABSENCE (PREVIOUSLY APPROVED).....	3
2.	PUBLIC QUESTION TIME	3
3.	APPLICATIONS FOR LEAVE OF ABSENCE/APOLOGIES.....	3
4.	PETITIONS, MEMORIALS AND DEPUTATIONS	3
5.	DECLARATIONS OF MEMBER’S AND OFFICER’S INTEREST.....	3
6.	CONFIRMATION OF MINUTES	3
7.	STATUS REPORT.....	4
8.	RECEIPT OF REPORTS & CONSIDERATION OF RECOMMENDATIONS	4
8.1	CEO REPORT	5
9.	REPORTS & INFORMATION.....	7
9.1	OTHER MATTERS RAISED BY MEMBERS	7
10.	URGENT BUSINESS	7
11.	CLOSURE	7

**Minutes of Lifestyle Retirement Committee Meeting held in Council Chambers, Wickepin
Wednesday 14 August 2019**

The Chairperson declared the meeting open at 9.30am.

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

Syd Martin	Chairperson
Cr Fran Allan	Member
Cr Allan Lansdell	Member
Murray Lang	Member
Colin Hemley	Member
Leanne Smith	Member
Coleen Thompson	Member
Kevin Coxon	Member
Audrey Bird	Member
Mark J Hook	Chief Executive Officer Minute Taker

Apologies - Nil

Leave of Absence (Previously Approved)

- 2. Public Question Time**
- 3. Applications for Leave of Absence/Apologies**
- 4. Petitions, Memorials and Deputations**
- 5. Declarations of Member's and Officer's Interest**
- 6. Confirmation of Minutes**

Lifestyle Retirement Committee Meeting – 8 May 2019.

Moved Cr Fran Allan / Seconded Audrey Bird

That the minutes of the Lifestyle Retirement Committee meeting held on 8 May 2019 be confirmed as a true and correct record.

Carried 9/0

7. Status Report

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

Subject/Action	Date	Officer	Progress	Status	Comment
That Council appoint a Lobbyist to pursue funding for the Wheatbelt South Aged Housing Alliance project on behalf of the Shire of Wickepin.	08/05/19	CEO	Matter was presented to council and council took no action	✓	No action taken.
Council place in the 2019/2020 Budget funds for the construction of two suitable Aged Care Independent Living Units at Johnston Park.	08/05/19	CEO	Council resolved to place 2 x suitable aged care independent living units in the 19/20 budget estimates.	✓	2 x units placed in the 19/20 budget estimates at an estimated cost of \$700,000.
The Committee invite Helen Morton of the Pingelly Somerset Alliance Inc (PSA) to give a presentation about the PSA project at Wickepin.	08/05/19	CEO	No invite given.	✓	The invite was not given as after investigation it was deemed not to be suitable for Wickepin independent living units.

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

○ = in progress ✓ = completed ✕ =superseded

8. Receipt of Reports & Consideration of Recommendations

8.1 CEO Report

Submission To:	Lifestyle Committee
Location/Address:	Whole Shire
Name of Applicant:	Mark Hook, Chief Executive Officer
File Reference:	FM.FR.1211
Author:	Mark Hook, Chief Executive Officer
Disclosure of any Interest:	Nil
Date of Report:	6 August 2019

Director General's Roundtable Discussions

The Shire of Wickepin will be participating in this year's Roundtable Discussions at the State and Local Government Forum being held at the Perth Convention Centre on Wednesday 7 August 2019.

Councilor Steve Martin and the CEO Mr Mark Hook will be representing the Shire of Wickepin at this meeting.

The Shire of Wickepin has been allocated the following seat at the round table

Group 1 - 11.00am Department of Infrastructure and Regional Development (DPIRD)

This meeting is to discuss the WSAHA grant application for Independent Living Units sent to the Wheatbelt Development Commission on 13 December 2019.

WSAHA – Grant Application

The CEO received a phone call from Cole Thurley from the Minister's Office on 20 June 2019 where he advised that there will be an announcement regarding the WSAHA grant application in two weeks' time.

As of 6 August 2019 no announcement has been made by the Minister.

2019/2020 Budget

The following line item CLCH2 has been placed in the 2019/2020 Budget Estimates.

ACCOUNT NUMBER	ACQUISITION OF ASSETS 2019/2020	BUDGET
JOB GL		2018/2019
	The following assets are budgeted to be acquired during the year: 2018/2019	
	BY PROGRAM	
	Governance	
LABC	Upgrade Phone Sysytem	5,600
	TOTAL GOVERNANCE	5,600
	Law, Order, Public Safety	
	TOTAL LAW ORDER PUBLIC SAFETY	-
	Housing	
LHC1	New Staff House	350,000
CLCH2	Aged Accommodation Units	700,000
	TOTAL HOUSING	1,050,000

This is still subject to change as council will not be adopting the final budget until 21 August 2019 council meeting.

There has been no allowance made in the 2019/2020 budget estimates of any income from the WSAHA grant application to the Minister for Regional Development delivered to the Wheatbelt Development Commission on 13 December 2018.

At this stage the Aged Accommodation units are being financed in the budget as per the following:

Transfer from Aged Person Accommodation Reserve Funds	\$267,221
Municipal Funds	\$432,779
TOTAL	<u>\$700,000</u>

There has been no provision made in the 2019/2020 Budget Estimates for the raising of a Loan for the Aged Accommodation Units.

Moved Colin Hemley / Seconded Kevin Coxon

That the Lifestyle Retirement Committee notes the Chief Executive Officer's report dated 6th August 2019.

Carried 9 / 0

9. Reports & Information

The Chairperson Mr Syd Martin presented the CEO with a petition with 112 Signatures.

The heading of the petition is as follows:

*We the undersigned electors, residents and interested people of the Shire of Wickepin would urge Council to vote for the motion to fund two units in the Aged Persons accommodation facility to be funded in this coming year. The Council has worked diligently for all other age groups in the community but at this stage very little for the aged. In the past few years many people have had to go elsewhere to get suitable accommodation and these units would help to retain residents in the community. **Avery vital goal.***

Moved Murray Lang / Seconded Audrey Bird

That the Lifestyle Retirement Committee accept the petition and give the petition to the Shire of Wickepin CEO for presentation to the Ordinary Meeting of Council being held on 21 August 2019.

Carried 9 / 0

9.1 Other Matters Raised by Members

Mr Murray Lang complimented the Chairperson Mr Syd Martin on his efforts and hard work in preparing and having the petition signed on behalf of the Shire of Wickepin Lifestyle Retirement Committee.

10. Urgent Business

11. Closure

The next Lifestyle Retirement Committee Meeting will be held Wednesday 13 November 2019 at 3.00pm.

There being no further business the Chairperson declared the meeting closed at 10.13am.

Actions requested from meeting

Subject/Action	Officer

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	Officer	Progress	Status	Action
989-190619-22	CEO renegotiate a letter of agreement for Sparks Road with WA Kaolin	CEO	Negotiation ongoing: CEO spoken with Andrew Sorensen of WA Kaolin	✓	Refer to August 2019 agenda.
990-190619-23	<u>Community Grants</u> Source further information from: • Community Resource Centre • Yealering Primary School	CEO	Negotiation ongoing: • CEO spoken with Amanda Heaney of Wickepin CRC • CEO spoken with Veronica Stacey of Yealering Primary and will meet with her in the near future	✓ ✓	No further action.
994-190619-27	Policy Manual Town Planning Scheme: Discuss changes with Narrogin Planning Services	CEO	CEO emailed Eric Andersen of Narrogin Planning Services	✓	Refer to CEO Report 21 August 2019.
996-170719-04	Community Grant Application – Wickepin CRC	CEO	That Council place in the budget estimates the application from the Wickepin Community Resource Centre for funding of \$14,478.25 exclusive of GST towards the running and support of the Lake Yealering Regatta being held on the 26 October 2019.	✓	
997-170719-06	Replacement of Holden Trailblazer – 0WK	CEO	That the quotation for a New Holden LTZ Trailblazer, for a change over price of \$1,800 GST Inclusive with the following accessories from Edwards Holden Narrogin be accepted by Council Tow Package • Prestige Paint • Tint • Electric Brakes	✓	
998-170719-10	Local Government Professionals WA – Council Membership	CEO	That the Shire of Wickepin decline the offer of a corporate membership to the Local government Professionals at a cost of \$1,473.	✓	
999-170719-11	WALGA Membership and Subscriptions	CEO	That the Shire of Wickepin subscribe to the following WALGA services. 1 Association membership \$7,387.39 2 Procurement Services \$2550.00 3 Tax Services \$1,490.00 4 Council Connect \$7,097.72	✓	

			5 Employee Relations \$3,412.50 6 Local Law Services \$630.00 7 Governance Services \$320.00		
1000-170719-12	Community Grant Application – Yealering P&C	CEO	That this matter lay on the table until the August 2019 meeting for the CEO to seek further information.	✓	Placed in 21 August 2019 agenda.
1001-170719-13	Shire of Narrogin Local Planning Strategy	CEO	That the Shire of Wickepin writes to the Shire of Narrogin commending its effort in preparing the draft Shire of Narrogin Local Planning Strategy and advise that the Shire of Wickepin does not have any comments to make regarding the draft Shire of Narrogin Local Planning Strategy.		

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

TECHNICAL SERVICES

10.1.01 – Manager Works and Services Report

Submission To:	Ordinary Council
Location/Address:	Whole Shire
Name of Applicant:	Manager Works & Services, Gary Rasmussen
File Reference:	CM.REP.1
Author:	Manager Works & Services, Gary Rasmussen
Disclosure of any Interest:	Nil
Date of Report:	14 August 2019

Enclosure/Attachments: Nil.

Summary:

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

Background: Nil.

Comments:

Programmed Construction Works

- Wickepin Harrismith Rd – will be starting to push gravel next week.
- Footpath works – all works done, will be requesting quotes for works for this year.

Maintenance Works

- Maintenance grader – has worked on all the main roads with the hire roller. Now that he has completed this, we will stop the hire roller. The maintenance grader will move on to the minor roads with his roller.
- Construction grader has been working in the southern end of the shire and will have this completed in a week and half. Then next will be the shoulders in start of September.
- Pothole patching on going.
- Signage maintenance ongoing.
- Narrogin Harrismith Rd – the bobcat and slasher has completed this and the next road will be Gillimanning Rd.

Occupational Health and Safety

- Lost time injury -
 1. Robert Clement was involved in a truck accident.
 2. Bobcat caught on fire, this is no fault of the operator, it was electrical and all works were under warranty and hire plant. The bobcat is back and working.
 3. Truck accident, there was no fault to shire driver, he was carrying out his normal duties.
 4. Wire pierced skin on thumb, worker should have gloves on and this will be raised at the next toolbox meeting.

Workshop

- Have had a subcontractor in to do works while Robert was away.

Parks and Gardens

- General mowing and whipper snipping on going.
- Walk trail maintenance, ongoing.
- General maintenance at Lake Yealering, Harrismith.
- Yealering – we had some big limbs drop out of the Sugar Gums which has put myself on alert of how many dangerous trees or limbs we have in Yealering. I have asked Eco Edge to do a report so they engage Kings Tree Care to do the inspection. In the report you will see that 15 trees need to be removed and stump ground, 5 that need to be deadwood removal and bracing, all the trees that are level 3 needs to happen this year. All other works can wait until next year's budget 20/21. See attached report.

Plant and Equipment

- Free roller is fixed.
- Bobcat caught on fire back working.
- 1915 Hino 17 tonne truck, not sure if they are going to repair it or if it is a write off, still waiting to hear back.

Other Information

- Staff resignation - Chris Holmes has another job up north.
- I have demo'd the Holden, Isuzu and Mitsubishi, out of all of them the one that I prefer is the Triton.

Statutory Environment: *Local Government Act 1995.*

Policy Implications: Not applicable.

Financial Implications: Not applicable.

Strategic Implications: Nil.

Recommendations:

That council notes the report from the Manager of Works and Services dated 14 August 2019.

Voting Requirements:

Simple majority.

TECHNICAL SERVICES

10.1.02 – Replacement of Facey Vehicle WK 710

Submission To:	Ordinary Council
Location/Address:	Whole Shire
Name of Applicant:	Mark J Hook, Chief Executive Officer
File Reference:	PS.TEN.2110
Author:	Mark Hook, Chief Executive Officer
Disclosure of any Interest:	CEO – Impartiality Daughter works for Edwards Holden
Date of Report:	6 August 2019

Enclosure/Attachments: Nil.

Summary:

Council is being requested to accept the quote from Narrogin Mitsubishi for a MR4P47 MR Triton GLS PREM 2.4L D 6A/T 4X4 DC PU Dual Cab with the following accessories at a changeover price of \$17,784.70 GST Inclusive.

- Tint
- Pearlescent Paint
- Rubber Floor Mats
- Canvas seat covers
- Light Bar
- Rhino Rac
- Beacon
- Canopy
- Tow Bar
- ARB Bull Bar
- Electric Brakes
- Long Range Fuel Tank 120L
- 80 channel Two Way Radio

Background:

The 2019/2020 Budget includes within the plant replacement program the replacement of the Facey Group vehicle being a Ford Ranger 4X4 Dual Cab WK701.

Comments:

As per Councils purchasing policy 2.1.17 TENDERS OF BUDGETED ITEMS the Chief Executive Officer requested quotes from the following suppliers:

1. Narrogin Ford
2. Narrogin Mitsubishi
3. Narrogin Toyota
4. Edwards Holden – Narrogin

Council has received the following quotes as of the 06 August 2019

	Edwards Holden	Edwards Izuzu Ute	Narrogin Toyota	Narrogin Toyota	Narrogin Ford	Narrogin Mitsubishi	Narrogin Mitsubishi	Narrogin "Nissan
	Holden LTZ Colorado D/C P/U Auto 2.8D	2019 Izuzu LST D-Max 4X4 3.0L D Auto	Hilux 4X4 2.8l DSL D/C 6AT SR5	Hilux 4X4 2.8l DSL D/C 6AT SR	Ford Ranger 2019.75my Double PU XLT ABML1 3.2ITDC1	MR4X47 Triton GLS 2.4L D 6A/T 4X4 DC PU	MR Triton GLS Prem 2.4L D 6A/T 4X4 DC PU	Nissan Navara 4X4 2.3DSL Auto CRCAB
Price inclusive of options	49,513.70	54,269.00	62,883.83	56,079.20	61,111.31	52,094.60	56,784.70	52,660.50
Pearlescent Paint							627.27	
Steel Bull Bar	2,650	2,500	2,865.09	2,428.83	3,370	3,370	3,063.64	2,770
Towing Package	980	920	663.19	1,036.27	included	1,150	1,045.45	1,100
Mats	200	240	123.32	123.32	160	160	145.45	160
Window Tint	400	400			440	440	400	440
Canvas seat covers	890	990	788.69	788.69	660	660	600	660
Light Bar	450	400	540.91	540.91	495	495	450	495
LED HI Vis light 'bar 2 work lamps			950	954.55				
Canopy	2,400	2,400	3,668.57	3,457.47	3,500	3,965	3,604.55	3,600
Rhino Rack					250	250	227.27	250
Beacon					650	650	590.91	650
Front Park Assist	400							
Electric Brakes	650	650	550	550	800	800	727.27	800
Tub Liner	Included	560	556.81	539.59				
Long Range Tank	1,700	1,700	1,450	1,450	1,668	1,668 120L	1,516.36 120L	1,668 132L
UHF Two way Radio			550	550	650	650	590.91	850
Dealer Delivery				750	795	795	722.73	467.50
Less Trade Ford Ranger 4X4 Dual Cab WK701	36,623.70	36,579	36,000	36,000	39,000	39,000	39,000	39,000
Change Over GST Inclusive	\$12,890	\$17,690	\$26,883.85	\$20,079.20	\$22,111.31	\$13,094.60	\$17,784.70	\$13,660.50

Purchase Value Threshold	Purchasing Requirement
Up to \$5,000	<p>Purchase directly from a supplier using a Purchase Order or Corporate Credit Card issued by the Shire of Wickepin, by obtaining at least one (1) oral or written quotation from a suitable supplier, either from:</p> <ul style="list-style-type: none"> - a pre-qualified supplier on the WALGA Preferred Supply Program or State Government Common Use Arrangement (CUA); or - from the open market. <p>Where the purchasing requirement is of an urgent or emergency nature the purchase is permitted without undertaking the quotation process.</p>
Over \$5,000 and up to \$50,000	<p>Obtain at least two (2) written quotations from suppliers following a brief outlining the specified requirement, either from:</p> <ul style="list-style-type: none"> - a pre-qualified supplier on the WALGA Preferred Supply Program or State Government CUA; or - from the open market. <p>Where the purchasing requirement is of an urgent or emergency nature the purchase is permitted without undertaking the quotation process.</p>
Over \$50,000 and up to \$150,000	<p>Obtain at least three (3) written quotations from suppliers by formal invitation under a Request for Quotation, containing price and detailed specification of goods and services required. The procurement decision is to be based on pre-determined evaluation a criterion that assesses all value for money considerations in accordance with the definition stated within this Policy.</p> <p>Quotations within this threshold may be obtained from:</p> <ul style="list-style-type: none"> - a pre-qualified supplier on the WALGA Preferred Supply Program or State Government CUA; or - from the open market. <p>Requests for quotation from a pre-qualified panel of suppliers (whether administered through the WALGA preferred supply program or State Government CUA) are not required to be invited using a Request for Quotation form, however at least three written quotes are still required to be obtained.</p>
Over \$150,000	<p>Where the purchasing requirement is not suitable to be met through a panel of pre-qualified suppliers, or any other tender-exempt arrangement as listed in this Policy, conduct a public Request for Tender process in accordance with Part 4 of the Local Government (Functions and General) Regulations 1996, this policy and the Shire of Wickepin's tender procedures.</p> <p>The procurement decision is to be based on pre-determined evaluation a criterion that assesses all value for money considerations in accordance with the definition stated within this Policy.</p>

Statutory Environment:

Local Government Act 1995.

Local Government (Functions and General) Regulations 1996.

Policy Implications: Nil

Financial Implications:

Council's budget figure for the changeover of PFACEY -Ford Ranger 4X4 dual cab WK 701 is \$23,000 GST Exclusive.

Strategic Implications: Nil.

Recommendations:

That Council accept the quote from Narrogin Mitsubishi for a MR4P47 MR Triton GLS PREM 2.4L D 6A/T 4X4 DC PU Dual Cab with the following accessories at a changeover price of \$17,784.70 GST Inclusive.

- Tint
- Pearlescent Paint
- Rubber Floor Mats
- Canvas seat covers
- Light Bar
- Rhino Rac
- Beacon
- Canopy
- Tow Bar
- ARB Bull Bar
- Electric Brakes
- Long Range Fuel Tank 120L
- 80 channel Two Way Radio

Voting Requirements:

Simple majority.

TECHNICAL SERVICES**10.1.03 – Bush Fire Control Officer's Meeting Recommendations**

Submission To:	Ordinary Council
Location/Address:	Whole Shire
Name of Applicant:	Mark Hook, Chief Executive Officer
File Reference:	ES.MEE.904
Author:	Mark Hook, Chief Executive Officer
Disclosure of any Interest:	Nil
Date of Report:	15 August 2019

Enclosure/Attachments: Nil

Summary:

Council is being requested to adopt the recommendations from the BFCO meeting held on 31 July 2019.

Background:

The BFCO meeting was held on 31 July 2019 and passed the following recommendations:

Chief Bush Fire Control Officer

Moved Tim Heffernan / Seconded Philip Russell

That Roger Butler be nominated as the Chief Bush Fire Control Officer of the Shire of Wickepin for the 2019/2020 bush fire season:

Roger Butler accepted the nomination.

There being no further nominations Chief Executive Officer Mark J Hook declared Roger Butler elected to the position of the Chief Bush Fire Control Officer of the Shire of Wickepin for the 2019/2020 fire season.

Carried

Deputy Chief Bush Fire Control Officer

Moved Philip Russell / Seconded Trevor Leeson

That Colin Coxon be nominated as the Deputy Chief Bush Fire Control Officer of the Shire of Wickepin for the 2019/2020 bush fire season:

There being no further nominations Chairman declared Colin Coxon elected to the position of the Deputy Chief Bush Fire Control Officer of the Shire of Wickepin for the 2019/2020 fire season.

Carried

Fire Control Officers/Bush Fire Radio Operators/Fire Weather Officers

Moved Trevor Leeson / Seconded Tim Heffernan

That the following persons be appointed as Fire Control Officers/Bush Fire Radio Operators and Fire Weather Instrument Officers of the Shire of Wickepin for the 2019/2020 bush fire season:

Tim Heffernan

Keith Parnell

Phil Russell
 Daniel White
 Steve Rose
 Gordon McDougall
 Wes Astbury
 Jim Hamilton
 Colin Coxon
 Nathan Astbury
 Trevor Leeson
 Dave Stacey
 Roger Butler

Carried

Clover Burning Permits

Moved Tim Heffernan / Seconded Philip Russell

That the following persons be appointed as Clover Permit Issuing Officers for the 2019/2020 fire season:

Steve Rose
 Wes Astbury

Carried

Dual Fire Control Officers from Wickepin

Moved Tim Heffernan / Seconded Trevor Leeson

That the following persons be appointed as Dual Fire Control Officers for the 2019/2020 fire season:

David Stacey & Colin Coxon	Shire of Corrigin
Trevor Leeson, Nathan Astbury and Phillip Russell	Shire of Narrogin
Steve Rose, Trevor Leeson & Roger Butler	Shire of Cuballing
Gordon McDougall & Wes Astbury	Shire of Dumbleyung
Nathan Astbury	Shire of Wagin
Roger Butler, Colin Coxon, & Steve Rose	Shire of Pingelly
Wes Astbury, Colin Coxon & David Stacey	Shire of Kulin

Carried

Dual Fire Control Officers from adjoining Shires

Moved Tim Heffernan / Seconded Philip Russell

That Council appoints Mr Ken Wright from the Shire of Dumbleyung as Dual Fire Control Officer with the Shire of Wickepin for the 2019/2020 fire season, subject to the Fire Control Officer possessing the appropriate accreditations, further noting that the Dual Fire Control Officer is not permitted to issue burning permits for land in the Shire of Wickepin

That Council appoints Rodney Leonard Shaddick, Robert Alexander Kirk, Victor Arthur Lee, Andrew Augustin Marshall and Sam MacNamara from the Shire of Pingelly as Dual Fire Control Officer with the Shire of Wickepin for the 2019/2020 fire season, subject to the Fire Control Officer possessing the appropriate accreditations, further noting that the Dual Fire Control Officer is not permitted to issue burning permits for land in the Shire of Wickepin

Carried

4.7 Fire Break Notice 2019/2020

Moved Tim Heffernan / Seconded Philip Russell

That the following fire break order and burning periods be endorsed for the 2019/2020 season:

Bush Fires Act 1954

Shire of Wickepin

Annual Firebreak Notice 2019/2020

Action is required by owners and/or occupiers of all land in the Shire of Wickepin. Please read this notice carefully. Any queries should be directed to the Shire of Wickepin Administration Centre or Local Shire Bush Fire Control Officer.

Pursuant to the powers contained in Section 33 of the Bush Fires Act 1954, owners and occupiers of property within the Shire of Wickepin are hereby required on or before 1 October 2019 and thereafter to 14 April 2020 to plough, scarify or otherwise provide and maintain firebreaks clear of all inflammable material at least 2.5 metres wide as follows:

Rural Land

Inside the boundary of all land held by each owner or occupier, their firebreaks need not follow the perimeter of any paddock but will be acceptable following land contours in an endeavour to overcome water erosion;

To subdivide each holding into lots of no greater than 200 hectares; and

To surround the homestead, out buildings and fuel storages on any such land.

That from the 15th October all Harvesting and Baling (including cutting and raking) operations, there shall be an operational mobile engine powered firefighting unit with a minimum capacity of 400 litres of water located in or immediately adjacent to the paddock being harvested and/or baled. The responsibility to supply the firefighting unit is that of the landowner/occupier.

Townsite Land

All lots within the townsites of Harrismith, Tincurrin, Toolibin, Wickepin and Yealering are required to be cleared and maintained free of all debris or inflammable material. Failure to comply with these requirements renders the owner or occupier liable to a penalty not more than \$400.

Clearing of Fence Lines

When clearing for new fence lines, you must have written approval from the Shire of Wickepin prior to commencement of clearing works. Landholders are asked to consider locating the fence three (3) metres inside their boundary to avoid any clearing on road reserves. Old fences should first be removed. If landholders wish to place their fence on the boundary, they may clear no more than one (1) metre beyond their boundary. This may be varied in special circumstances at the discretion of the CEO and Manager Works & Services. Any timber removed from the road reserve is to be pushed onto the owner's property.

Fencing of Road Reserves

Council encourages farmers to fence off road reserves running through their properties to protect trees on these reserves and to allow new growth of vegetation.

Burning on Roadsides

Should property owners wish to carry out burning of the road reserve adjacent to their property, it is necessary to obtain council approval prior to any burning taking place.

Burning Periods

Restricted Burning – 1 October 2019 to 13 November 2019

Prohibited Burning – 14 November 2019 to 7 February 2020

Restricted Burning – 8 February 2020 to 14 April 2020

Harvest and Fire Ban 2019/2020 Season

Harvesting is banned on Christmas Day and New Year's Day.

Lighting of fires is banned on Good Friday and Easter Sunday.

Carried

Comments:

The Bush Fire Control Officers have changed the fire break notice and have amended the following clause from the one previously passed by Council.

That from the 15th October all Harvesting and Baling (including cutting and raking) operations, there shall be an operational mobile engine powered firefighting unit with a minimum capacity of 400 litres of water located in or immediately adjacent to the paddock being harvested and/or baled. The responsibility to supply the firefighting unit is that of the landowner/occupier.

Also the CEO Mr. Mark hook will need to be added to the Fire Control Officer the CEO Mr. Mark Hook has completed the FCO Course through DFES on the 23/01/2017

Statutory Environment:

Bush Fires Act 1954

33. Local government may require occupier of land to plough or clear fire-break

- (1) *Subject to subsection (2) a local government at any time, and from time to time, may, and if so required by the Minister shall, as a measure for preventing the outbreak of a bush fire, or for preventing the spread or extension of a bush fire which may occur, give notice in writing to an owner or occupier of land situate within the district of the local government or shall give notice to all owners or occupiers of land in its district by publishing a notice in the Government Gazette and in a newspaper circulating in the area requiring him or them as the case may be within a time specified in the notice to do or to commence to do at a time so specified all or any of the following things —*
- (a) *to plough, cultivate, scarify, burn or otherwise clear upon the land fire-breaks in such manner, at such places, of such dimensions, and to such number, and whether in parallel or otherwise, as the local government may and is hereby empowered to determine and as are specified in the notice, and thereafter to maintain the fire-breaks clear of inflammable matter;*
 - (b) *to act as and when specified in the notice with respect to anything which is upon the land, and which in the opinion of the local government or its duly authorised officer, is or is likely to be conducive to the outbreak of a bush fire or the spread or extension of a bush fire,*

and the notice may require the owner or occupier to do so —

- (c) *as a separate operation, or in co-ordination with any other person, carrying out a similar operation on adjoining or neighbouring land; and*
- (d) *in any event, to the satisfaction of either the local government or its duly authorised officer, according to which of them is specified in the notice.*

38. Local government may appoint bush fire control officer

- (1) *A local government may from time to time appoint such persons as it thinks necessary to be its bush fire control officers under and for the purposes of this Act, and of those officers shall subject to section 38A(2) appoint 2 as the Chief Bush Fire Control Officer and the Deputy Chief Bush Fire*

Control Officer who shall be first and second in seniority of those officers, and subject thereto may determine the respective seniority of the other bush fire control officers appointed by it.

- (2A) *The local government shall cause notice of an appointment made under the provisions of subsection (1) to be published at least once in a newspaper circulating in its district.*

40. Local governments may join in appointing and employing bush fire control officers

- (1) *Two or more local governments may by agreement join in appointing, employing and remunerating bush fire control officers for the purposes of this Act.*
- (2) *Bush fire control officers so appointed may exercise their powers and authorities and shall perform their duties under this Act in each and every one of the districts of the local governments which have joined in appointing them.*

Policy Implications: Nil

Financial Implications: Nil

Strategic Implications: Nil

Recommendations:

1. That Roger Butler be appointed as the Chief Bush Fire Control Officer of the Shire of Wickepin for the 2019/2020 bush fire season;
2. That Colin Coxon be appointed as the Deputy Chief Bush Fire Control Officer of the Shire of Wickepin for the 2019/2020 bush fire season;
3. That the following persons are appointed as Fire Control Officers/Bush Fire Radio Operators and Fire Weather Instrument Officers of the Shire of Wickepin for the 2019/2020 bush fire season;
 - Tim Heffernan
 - Keith Parnell
 - Phil Russell
 - Daniel White
 - Steve Rose
 - Gordon McDougall
 - Wes Astbury
 - Jim Hamilton
 - Colin Coxon
 - Nathan Astbury
 - Trevor Leeson
 - Dave Stacey
 - Roger Butler
 - Mark Hook
4. That the following persons be appointed as Clover Permit Issuing Officers for the 2019/2020 fire season;
 - Steve Rose
 - Wes Astbury
5. That the following persons be appointed as Dual Fire Control Officers for the 2019/2020 fire season;

Trevor Leeson, Nathan Astbury and Phillip Russell
 Steve Rose, Trevor Leeson & Roger Butler
 Gordon McDougall & Wes Astbury
 Nathan Astbury
 Roger Butler, Colin Coxon, & Steve Rose
 Wes Astbury, Colin Coxon & David Stacey

Shire of Narrogin
 Shire of Cuballing
 Shire of Dumbleyung
 Shire of Wagin
 Shire of Pingelly
 Shire of Kulin

6. That Council appoints Mr. Ken Wright from the Shire of Dumbleyung as Dual Fire Control Officer with the Shire of Wickepin for the 2019/2020 fire season, subject to the Fire Control Officer possessing the appropriate accreditations, further noting that the Dual Fire Control Officer is not permitted to issue burning permits for land in the Shire of Wickepin;
7. That Council appoints Rodney Leonard Shaddick, Robert Alexander Kirk, Victor Arthur Lee, Andrew Augustin Marshall and Sam MacNamara from the Shire of Pingelly as Dual Fire Control Officer with the Shire of Wickepin for the 2019/2020 fire season, subject to the Fire Control Officer possessing the appropriate accreditations, further noting that the Dual Fire Control Officer is not permitted to issue burning permits for land in the Shire of Wickepin;
8. That the following fire break order and burning periods be adopted for the 2019/2020 fire season:

Bush Fires Act 1954

Shire of Wickepin

Annual Firebreak Notice 2019/2020

Action is required by owners and/or occupiers of all land in the Shire of Wickepin. Please read this notice carefully. Any queries should be directed to the Shire of Wickepin Administration Centre or Local Shire Bush Fire Control Officer.

Pursuant to the powers contained in Section 33 of the Bush Fires Act 1954, owners and occupiers of property within the Shire of Wickepin are hereby required on or before 1 October 2019 and thereafter to 14 April 2020 to plough, scarify or otherwise provide and maintain firebreaks clear of all inflammable material at least 2.5 metres wide as follows:

Rural Land

Inside the boundary of all land held by each owner or occupier, their firebreaks need not follow the perimeter of any paddock but will be acceptable following land contours in an endeavour to overcome water erosion;

To subdivide each holding into lots of no greater than 200 hectares; and

To surround the homestead, out buildings and fuel storages on any such land.

That from the 15th October all Harvesting and Baling (including cutting and raking) operations, there shall be an operational mobile engine powered firefighting unit with a minimum capacity of 400 litres of water located in or immediately adjacent to the paddock being harvested and/or baled. The responsibility to supply the firefighting unit is that of the landowner/occupier.

Townsite Land

All lots within the townsites of Harrismith, Tincurrin, Toolibin, Wickepin and Yealering are required to be cleared and maintained free of all debris or inflammable material. Failure to comply with these requirements renders the owner or occupier liable to a penalty not more than \$400.

Clearing of Fence Lines

When clearing for new fence lines, you must have written approval from the Shire of Wickepin prior to commencement of clearing works. Landholders are asked to consider locating the fence three (3) metres inside their boundary to avoid any clearing on road reserves. Old fences should first be removed. If landholders wish to place their fence on the boundary, they may clear no more than one (1) metre beyond their boundary. This may be varied in special circumstances at the discretion of the CEO and Manager Works & Services. Any timber removed from the road reserve is to be pushed onto the owner's property.

Fencing of Road Reserves

Council encourages farmers to fence off road reserves running through their properties to protect trees on these reserves and to allow new growth of vegetation.

Burning on Roadsides

Should property owners wish to carry out burning of the road reserve adjacent to their property, it is necessary to obtain council approval prior to any burning taking place.

Burning Periods

Restricted Burning – 1 October 2019 to 13 November 2019

Prohibited Burning – 14 November 2019 to 7 February 2020

Restricted Burning – 8 February 2020 to 14 April 2020

Harvest and Fire Ban 2019/2020 Season

Harvesting is banned on Christmas Day and New Year's Day.

Lighting of fires is banned on Good Friday and Easter Sunday.

Voting Requirements:

Simple majority.

TECHNICAL SERVICES

10.1.04 – WA Kaolin Road Maintenance Agreement Sparks Road

Submission To:	Ordinary Council
Location/Address:	Sparks Road
Name of Applicant:	WA Kaolin Holdings Pty Ltd
File Reference:	ED.LIA.805
Author:	Mark Hook, Chief Executive Officer
Disclosure of any Interest:	Nil
Date of Report:	15 August 2019

Enclosure/Attachments:

Letter from WA Kaolin Holdings Pty Ltd – Road Maintenance Agreement Sparks Road.

Summary:

Council is being requested to sign the letter of agreement between the Shire of Wickepin and WA Kaolin Pty Ltd for the upgrade and maintenance of Sparks Road.

Background:

The CEO has been working with WA Kaolin Holdings Pty Ltd regarding the written agreement for the contribution to additional maintenance on council's road network due to the opening of the Kaolin Mine since January 2015.

The following resolution was passed at the July 2019 Ordinary Meeting of Council.

Resolution No: 190619-05

Moved Cr G Hinkley / Seconded Cr A Lansdell

That the Shire President and the Chief Executive Officer will renegotiate the letter of agreement for Sparks Road on the grounds that any upgrade and subsequent maintenance will require a contribution from WA Kaolin Holdings Pty Ltd by mutual agreement.

Carried 8 / 0

Comments:

The CEO after all the discussions with WA Kaolin Holdings Pty Ltd regarding the road maintenance agreement, has received an updated Letter of Agreement as attached under separate cover.

The CEO is happy with the letter as it has been amended as per council request and the CEO believes council is now in a position to counter sign the letter as a formal agreement for the ongoing maintenance for Sparks Road in relation to the operation of the Kaolin mine and degripping plant situated on mining lease 70/1143

Statutory Environment:

Letter of agreement between WA Kaolin Holdings Pty Ltd and the Shire of Wickepin.

Policy Implications: Nil

Financial Implications: Cost of additional maintenance and upgrades for Sparks Road to be at the expense of WA Kaolin Holdings Pty Ltd.

Strategic Implications: Fits within Goal six of the Shire of Wickepin Strategic Community Plan 2018/2028.

economy

GOAL 6: New businesses are attracted and existing businesses grow

SHORT TERM STRATEGY	MEDIUM TERM STRATEGY	POINT OF MEASUREMENT	10 YR OUTCOME
<p>6.1 Improve our communication with local businesses</p> <p>6.2 Communicate with local businesses regarding our future procurement needs</p>	<p>6.3 Identify the knowledge and services gap in current business offering by holding a workshop with progress associations and key stakeholders</p> <p>6.4 Investigate a digital or physical incubation space</p> <p>6.5 Investigate worker accommodation needs for businesses</p>	<ul style="list-style-type: none"> - The number of local businesses who supply products and services to the Shire increases - Quality accommodation for workers increases over 10yrs 	<p>Our communication with businesses is in an organised format</p> <p>We have available land for commercial purposes that is zoned and rated accordingly</p>
<p>6.6 Review industrial land zoning in collaboration with business and the progress association</p> <p>6.7 Budget for future headworks</p> <p>6.8 Continue our close links to the Kaolin mine</p>	<p>6.9 Town Planning Scheme is reviewed</p> <p>6.10 Investigate for industrial land lots in the Town Planning Scheme</p> <p>6.11 Future land developments have a thorough cost benefit analysis</p>	<ul style="list-style-type: none"> - Town Planning Scheme is updated - Develop required lots - Reduction in 'out of town' expenditure for products and services 	<p>We are ready for future business growth and opportunities</p> <p>Our local economy is diversified</p>

Recommendations:

That the Shire President and the Chief Executive Officer sign the attached letter of agreement with WA Kaolin Holdings.

Voting Requirements:

Simple majority.

GOVERNANCE, AUDIT AND COMMUNITY SERVICES

10.2.01 – List of Accounts

Submission To:	Ordinary Council
Location / Address:	Whole Shire
Name of Applicant:	Erika Clement – Finance Manager
File Reference:	FM.FR.1212
Author:	Erika Clement – Finance Manager
Disclosure of any Interest:	Nil
Date of Report:	12 August 2019

Enclosure/Attachments:

List of Accounts.

Summary:

List of Accounts remitted during the period from 1 July 2019 to 31 July 2019.

<u>Municipal Account</u>	<u>Vouchers</u>	<u>Amounts</u>
EFT	9597 - 9677	\$ 332,748.33
Cheques	15622-15625	\$ 7,990.38
Payroll	July	\$ 104,361.00
Superannuation	July	\$ 18,623.13
Credit Card	July	\$ 0.00
Direct Deductions	July	\$ 2406.56
Licensing	July	\$ 17,445.30
	July Total	\$ 483,574.70
Trust		
EFT	9479, 9525	\$ 184.95
Cheques		
	July Total	\$ 184.95
	Total for July	\$483,759.65

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

Certificate of Chief Executive Officer:

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

Comments:

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

Statutory Environment:

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

Policy Implications:

Policy 3.1.7 - Cheque Issue.

Strategic Implications: Nil.

Recommendations:

That council acknowledges that payments totalling \$483,759.65 for July 2019 have been made in accordance with the list included in these minutes, and scrutiny of the list has found that the payments are satisfactory.

Voting Requirements:

Simple majority.

GOVERNANCE, AUDIT AND COMMUNITY SERVICES

10.2.02 – Financial Report

Submission To:	Ordinary Council
Location / Address:	Whole Shire
Name of Applicant:	Erika Clement – Finance Manager
File Reference:	FM.FR.1212
Author:	Erika Clement – Finance Manager
Disclosure of any Interest:	Nil
Date of Report:	12 August 2019

Enclosure/Attachments: Nil.

Background:

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

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

Comments:

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

Statutory Environment:

Section 6.4(2) of the *Local Government Act 1995*.

Local Government (Financial Management) Regulations 1996.

34. Financial reports to be prepared s. 6.4

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

- (i) At the next ordinary meeting of the council following the end of the month to which the statement relates; or
 - (ii) if the statement is not prepared in time to present it to the meeting referred to in subparagraph (i), to the next ordinary meeting of the council after that meeting; and
- (b) Recorded in the minutes of the meeting at which it is presented.

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: Nil.

Strategic Implications: Nil.

Recommendations:

That the financial statements tabled for the period ending 31 July 2019 as presented be received.

Voting Requirements:

Simple majority.

SHIRE OF WICKEPIN
MONTHLY FINANCIAL REPORT
For the Period Ended 31 July 2019

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

TABLE OF CONTENTS

Compilation Report	2
Monthly Summary Information	3
Statement of Financial Activity by Program	6
Statement of Financial Activity By Nature or Type	7
Statement of Capital Acquisitions and Capital Funding	8
Note 1 Significant Accounting Policies	9
Note 2 Explanation of Material Variances	16
Note 3 Net Current Funding Position	17
Note 4 Cash and Investments	18
Note 5 Budget Amendments	19
Note 6 Receivables	21
Note 7 Cash Backed Reserves	22
Note 8 Capital Disposals	23
Note 9 Rating Information	24
Note 10 Information on Borrowings	25
Note 11 Grants and Contributions	26
Note 12 Trust	27
Note 13 Details of Capital Acquisitions	28

Shire of Wickepin

Compilation Report

For the Period Ended 31 July 2019

Report Purpose

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

Overview

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

Statement of Financial Activity by reporting program

Is presented on page 6 and shows a surplus as at 31 July 2019 of \$1,112,941.

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

Preparation

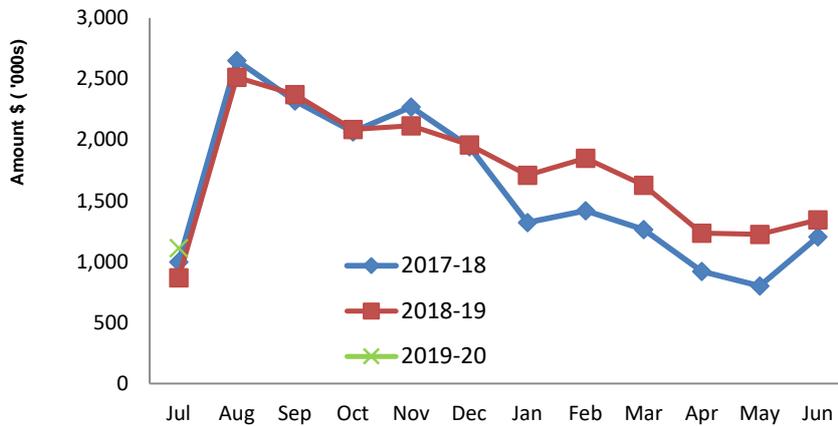
Prepared by: Erika Clement Finance Manager

Reviewed by: Mark Hook CEO

Date prepared: 14-Aug-19

Shire of Wickepin
Monthly Summary Information
 For the Period Ended 31 July 2019

Liquidity Over the Year (Refer Note 3)



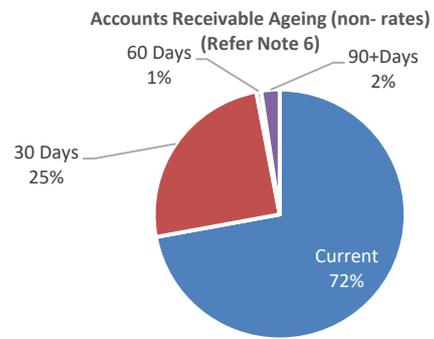
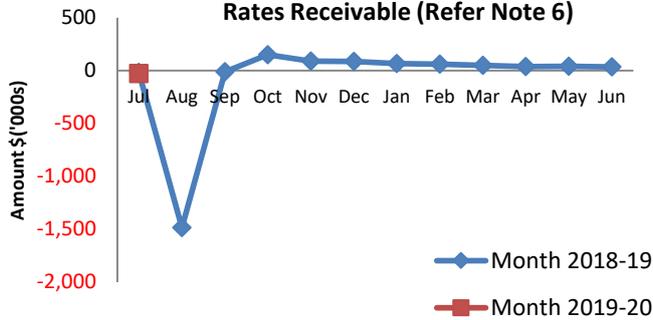
**Cash and Cash Equivalents
as at period end**

Unrestricted	\$	1,275,658
Restricted	\$	2,102,636
	\$	<u>3,378,294</u>

Receivables

Rates	\$	28,328
Other	\$	10,485
	\$	<u>38,813</u>

Rates Receivable (Refer Note 6)



Comments

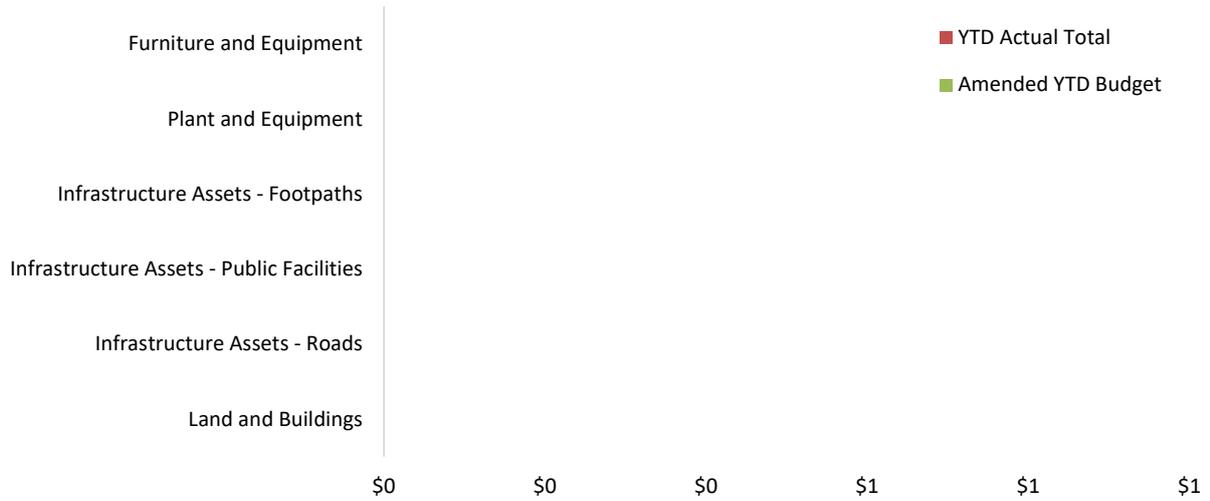
Unrestricted cash includes the following payments in advance

19/20 FESA paid in advance	\$14,767
19/20 Grants Commission - General	\$540,503
19/20 Grants Commission - Roads	\$283,944
Amounts paid in advance	\$839,214

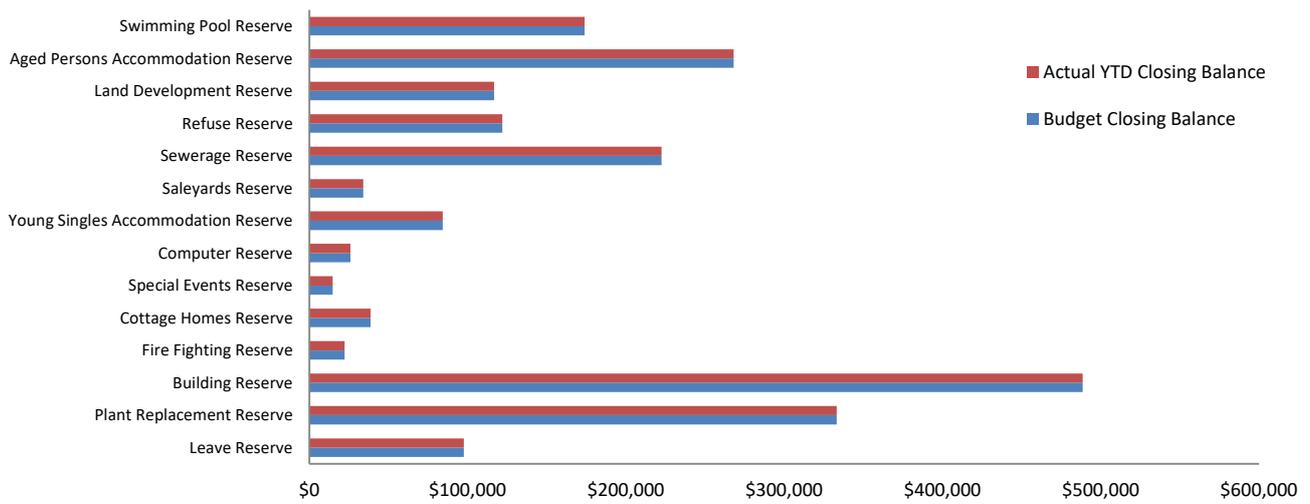
This information is to be read in conjunction with the accompanying Financial Statements and notes.

Shire of Wickepin
Monthly Summary Information
 For the Period Ended 31 July 2019

Capital Expenditure Program YTD (Refer Note 13)



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



Comments

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

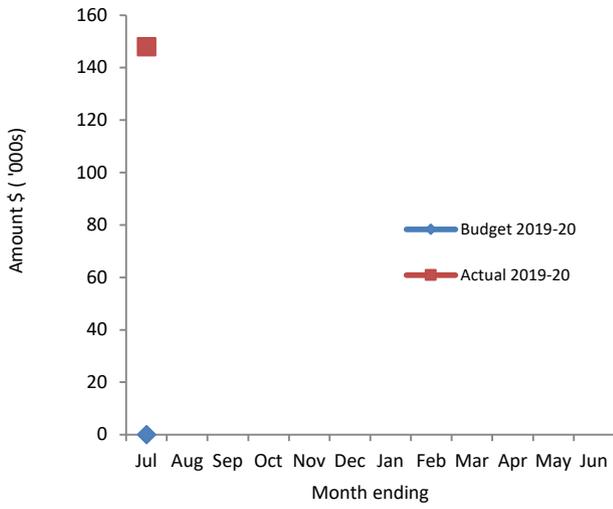
Shire of Wickepin

Monthly Summary Information

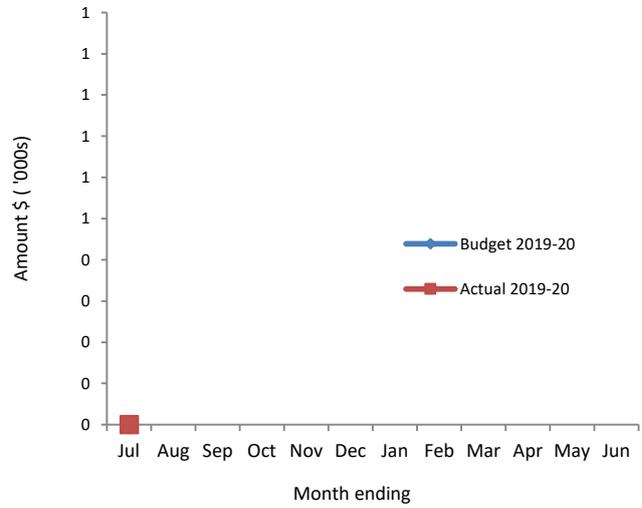
For the Period Ended 31 July 2019

Revenues

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

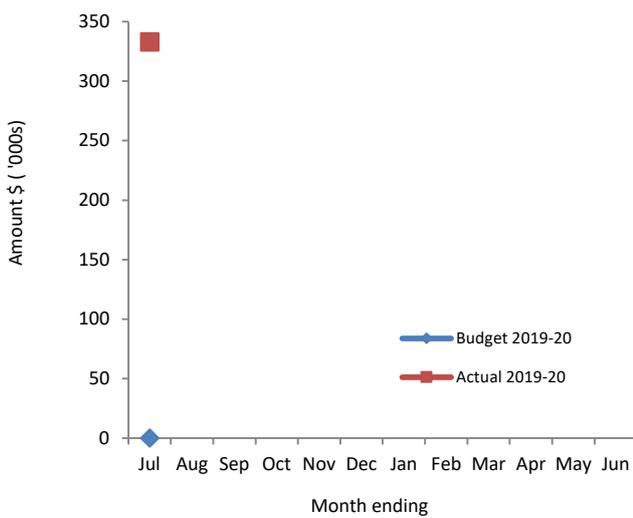


Budget Capital Revenue -v- Actual (Refer Note 2)

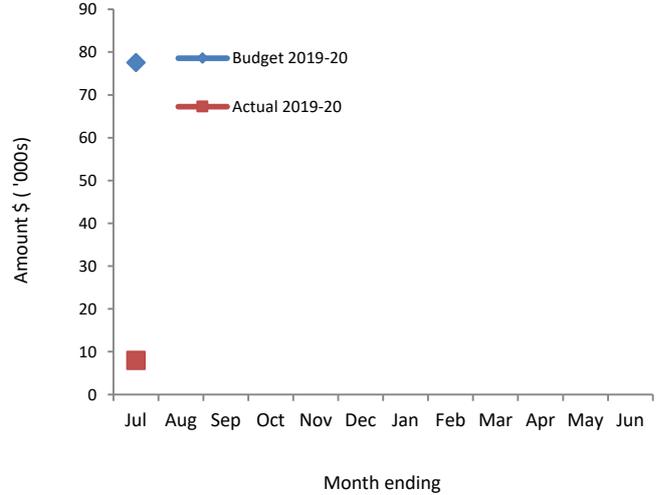


Expenditure

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



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



Comments

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

Council Meeting
SHIRE OF WICKEPIN
STATEMENT OF FINANCIAL ACTIVITY
(Statutory Reporting Program)
For the Period Ended 31 July 2019

Note	Annual Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var.
	\$	\$	\$	\$	%	
Operating Revenues						
	0	0	2,412	2,412		
9	0	0	0	0		
	0	0	217	217		
	0	0	28	28		
	0	0	0	0		
	0	0	0	0		
	0	0	6,657	6,657		▲
	0	0	2,982	2,982		
	0	0	2,533	2,533		
	0	0	125,908	125,908		▲
	0	0	4,686	4,686		
	0	0	3,063	3,063		
	0	0	148,486	148,486		▲
Operating Expense						
	0	0	(120,946)	(120,946)		▲
	0	0	(248)	(248)		
	0	0	(35,698)	(35,698)		▲
	0	0	(360)	(360)		
	0	0	(236)	(236)		
	0	0	(8,267)	(8,267)		▲
	0	0	(11,849)	(11,849)		▲
	0	0	(44,589)	(44,589)		▲
	0	0	(36,043)	(36,043)		▲
	0	0	(5,695)	(5,695)		▲
	0	0	(69,499)	(69,499)		▲
	0	0	(333,429)	(333,429)		▼
Funding Balance Adjustments						
	0	0	0	0		
8	0	0	0	0		
	0	0	0	0		
	0	0	(184,943)	(184,943)		
Capital Revenues						
8	0	0	0	0		
	0	0	0	0		
Capital Expenses						
	0	0	0	0		
13	0	0	(4,140)	(4,140)		
13	0	0	(4,060)	(4,060)		
13	0	0	0	0		
13	0	0	0	0		
13	0	0	0	0		
13	0	0	0	0		
13	0	0	0	0		
	0	0	(8,200)	(8,200)		
	0	0	(8,199.90)	(8,200)		
Financing						
10	0	0	0	0		
	0	0	0	0		
	0	0	3,669	3,669		
7	0	0	0	0		
	0	0	0	0		
10	0	0	(5,134)	(5,134)		▲
7	0	0	0	0		
	0	0	(1,465)	(1,465)		
Net Operations, Capital and Financing						
	0	0	(194,608)	(194,608)		
Opening Funding Surplus(Deficit)						
3			1,307,549	1,307,549		▲
Closing Funding Surplus(Deficit)						
3	0	0	1,112,940.93	1,112,941		

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

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

Council Meeting
SHIRE OF WICKEPIN
STATEMENT OF FINANCIAL ACTIVITY
(By Nature or Type)
For the Period Ended 31 July 2019

	Note	Amended Annual Budget	Amended YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var.
Operating Revenues		\$	\$	\$	\$	%	
Rates	9	0	0	0	0		
Operating Grants, Subsidies and Contributions	11	0	0	124,468	124,468		▲
Fees and Charges		0	0	23,971	23,971		▲
Service Charges		0	0	0	0		
Interest Earnings		0	0	47	47		
Other Revenue		0	0	0	0		
Profit on Disposal of Assets	8	0	0	0	0		
Total Operating Revenue		0	0	148,486	148,486		▲
Operating Expense							
Employee Costs		0	0	(92,521)	(92,521)		▼
Materials and Contracts		0	0	(94,201)	(94,201)		▼
Utility Charges		0	0	(10,485)	(10,485)		▼
Depreciation on Non-Current Assets		0	0	0	0		
Interest Expenses		0	0	(658)	(658)		
Insurance Expenses		0	0	(135,564)	(135,564)		▼
Other Expenditure		0	0	0	0		
Loss on Disposal of Assets	8	0	0	0	0		
Total Operating Expenditure		0	0	(333,429)	(333,429)		▼
Funding Balance Adjustments							
Add back Depreciation		0	0	0	0		
Adjust (Profit)/Loss on Asset Disposal	8	0	0	0	0		
Adjust Provisions and Accruals		0	0	0	0		
Net Cash from Operations		0	0	(184,943)	(184,943)		
Capital Revenues							
Grants, Subsidies and Contributions	11	0	0	0	0		
Proceeds from Disposal of Assets	8	0	0	0	0		
Total Capital Revenues		0	0	0	0		
Capital Expenses							
Land Held for Resale		0	0	0	0		
Land and Buildings	13	0	0	0	0		
Infrastructure - Roads	13	0	0	(4,140)	(4,140)		
Infrastructure - Public Facilities	13	0	0	0	0		
Infrastructure - Footpaths	13	0	0	(4,060)	(4,060)		
Infrastructure - Drainage	13	0	0	0	0		
Heritage Assets	13	0	0	0	0		
Plant and Equipment	13	0	0	0	0		
Furniture and Equipment	13	0	0	0	0		
Total Capital Expenditure		0	0	(8,200)	(8,200)		
Net Cash from Capital Activities		0	0	(8,200)	(8,200)		
Financing							
Proceeds from New Debentures		0	0	0	0		
Proceeds from Advances		0	0	0	0		
Self-Supporting Loan Principal		0	0	3,669	3,669		
Transfer from Reserves	7	0	0	0	0		
Advances to Community Groups		0	0	0	0		
Repayment of Debentures	10	0	0	(5,134)	(5,134)		▼
Transfer to Reserves	7	0	0	0	0		
Net Cash from Financing Activities		0	0	(1,465)	(1,465)		
Net Operations, Capital and Financing		0	0	(194,608)	(194,608)		
Opening Funding Surplus(Deficit)	3	0		1,307,549	1,307,549		▲
Closing Funding Surplus(Deficit)	3	0	0	1,112,941	1,112,941		

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

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

STATEMENT OF CAPITAL ACQUISITIONS AND CAPITAL FUNDING
For the Period Ended 31 July 2019

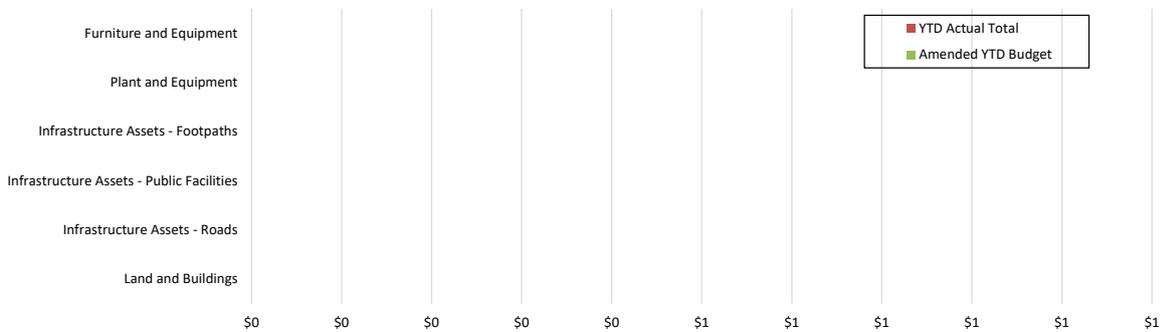
		YTD 31.07.2019					
Capital Acquisitions	Note	YTD Actual New /Upgrade (a)	YTD Actual (Renewal Expenditure) (b)	YTD Actual Total (c) = (a)+(b)	Amended YTD Budget (d)	Amended Annual Budget	Variance (d) - (c)
		\$	\$	\$	\$	\$	\$
Land and Buildings	13	0	0	0	0	0	0
Infrastructure Assets - Roads	13		0	0	0	0	0
Infrastructure Assets - Public Facilities	13	0	0	0	0	0	0
Infrastructure Assets - Footpaths	13	0	0	0	0	0	0
Plant and Equipment	13	0	0	0	0	0	0
Furniture and Equipment	13		0	0	0	0	0
Capital Expenditure Totals		0	0	0	0	0	0

Funded By:

Capital Grants and Contributions	0	0	0	0
Borrowings	0	0	0	0
Other (Disposals & C/Fwd)	0	0	0	0
Own Source Funding - Cash Backed Reserves				
Leave Reserve			0	
Saleyard Reserve			0	
Refuse Reserve			0	
Land Development Reserve			0	
Staff Housing Reserve			0	
Building Reserve			0	
Total Own Source Funding - Cash Backed Reserves	0	0	0	0
Own Source Funding - Operations	0	0	0	0
Capital Funding Total	0	0	0	0

Comments and graphs

Capital Expenditure Program YTD



SHIRE OF WICKEPIN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 July 2019

1. SIGNIFICANT ACCOUNTING POLICIES**(a) Basis of Accounting**

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

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

Critical Accounting Estimates

The preparation of a financial report in conformity with Australian Accounting Standards requires management to make judgements, estimates and assumptions that effect the application of policies and reported amounts of assets and liabilities, income and expenses that are believed to be reasonable under the circumstances; the results of which form the basis of making the judgements about carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates.

(b) The Local Government Reporting Entity

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

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

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

(c) Rounding Off Figures

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

(d) Rates, Grants, Donations and Other Contributions

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

(e) Goods and Services Tax

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

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

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

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

SHIRE OF WICKEPIN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 July 2019

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(f) Cash and Cash Equivalents

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

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

(g) Trade and Other Receivables

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

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

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

(h) Inventories

General

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

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

Land Held for Resale

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

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

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

(i) Fixed Assets

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

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

SHIRE OF WICKEPIN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 July 2019

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(j) Depreciation of Non-Current Assets

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

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

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

(k) Trade and Other Payables

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

(l) Employee Benefits

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

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

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

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

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

SHIRE OF WICKEPIN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 July 2019

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(m) Interest-bearing Loans and Borrowings

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

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

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

Borrowing Costs

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

(n) Provisions

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

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

(o) Current and Non-Current Classification

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

SHIRE OF WICKEPIN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 July 2019

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)**(p) Nature or Type Classifications****Rates**

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

Operating Grants, Subsidies and Contributions

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

Non-Operating Grants, Subsidies and Contributions

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

Profit on Asset Disposal

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

Fees and Charges

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

Service Charges

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

Interest Earnings

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

Other Revenue / Income

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

Employee Costs

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

Materials and Contracts

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

Utilities (Gas, Electricity, Water, etc.)

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

SHIRE OF WICKEPIN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 July 2019

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(q) Nature or Type Classifications (Continued)

Insurance

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

Loss on asset disposal

Loss on the disposal of fixed assets.

Depreciation on non-current assets

Depreciation expense raised on all classes of assets.

Interest expenses

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

Other expenditure

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

(r) Statement of Objectives

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

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

A Collaborative Council, dedicated to maintaining and developing our community assets for the benefit of our residents whilst supporting a strong community, vibrant economy, successful businesses and a sound environment

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

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

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

(s) GOVERNANCE

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

GENERAL PURPOSE FUNDING

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

LAW, ORDER, PUBLIC SAFETY

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

HEALTH

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

SHIRE OF WICKEPIN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 July 2019

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(s) Reporting Programs (Continued)

HOUSING

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

COMMUNITY AMENITIES

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

RECREATION AND CULTURE

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

TRANSPORT

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

ECONOMIC SERVICES

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

OTHER PROPERTY & SERVICES

Plant works, plant overheads and stock of materials.

Council Meeting
SHIRE OF WICKEPIN
NOTES TO FINANCIAL ACTIVITY STATEMENT
 For the Period Ended 31 July 2019

Note 2: EXPLANATION OF MATERIAL VARIANCES

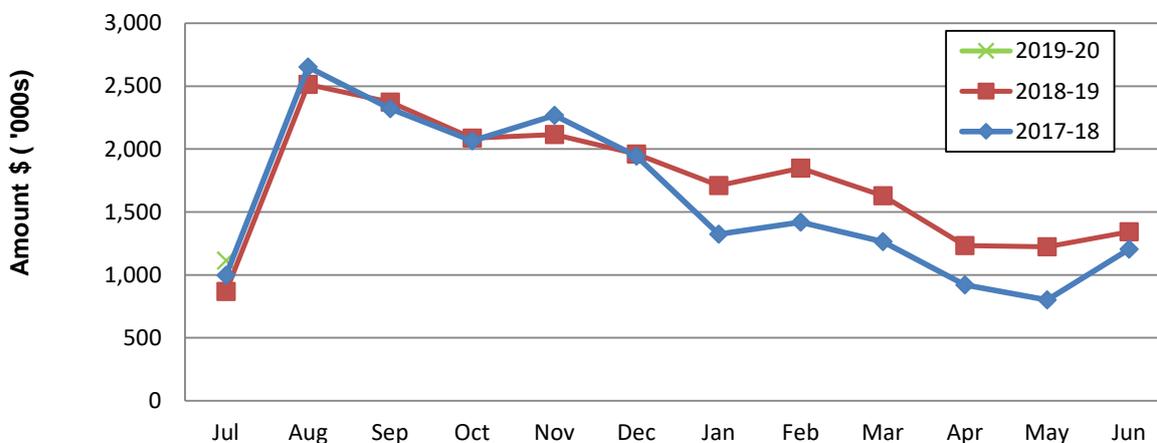
Reporting Program	Var. \$	Var. %	Var.	Timing/ Permanent	Explanation of Variance
Operating Revenues	\$	%			
Governance	2,412				
General Purpose Funding - Other	217				
Law, Order and Public Safety	28				
Housing	6,657		▲	Timing	Due to Budget not yet adopted
Community Amenities	2,982				
Recreation and Culture	2,533				
Transport	125,908		▲	Timing	Due to Budget not yet adopted
Other Property and Services	3,063		▲	Timing	Due to Budget not yet adopted
Operating Expense					
Governance	(120,946)		▲	Timing	Due to Budget not yet adopted
General Purpose Funding	(248)				
Law, Order and Public Safety	(35,698)		▲	Timing	Due to Budget not yet adopted
Health	(360)				
Education and Welfare	(236)				
Housing	(8,267)		▲	Timing	Due to Budget not yet adopted
Community Amenities	(11,849)		▲	Timing	Due to Budget not yet adopted
Recreation and Culture	(44,589)		▲	Timing	Due to Budget not yet adopted
Transport	(36,043)		▲	Timing	Due to Budget not yet adopted
Economic Services	(5,695)		▲	Timing	Due to Budget not yet adopted
Other Property and Services	(69,499)		▲	Timing	Due to Budget not yet adopted
Capital Revenues					
Grants, Subsidies and Contributions	0				
Proceeds from Disposal of Assets	0				
Capital Expenses					
Land and Buildings	0				
Infrastructure - Roads	(4,140)				
Infrastructure - Footpaths	(4,060)				
Plant and Equipment	0				
Furniture and Equipment	0		▲	Timing	Due to Budget not yet adopted
Financing					
Loan Principal	(5,134)		▲	Timing	Due to Budget not yet adopted

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 July 2019

Note 3: NET CURRENT FUNDING POSITION

		Positive=Surplus (Negative=Deficit)		
		YTD 31 Jul 2019	30 June 2018	YTD 30 Jul 2018
Note		\$	\$	\$
Current Assets				
4	Cash Unrestricted	1,275,658	1,462,532	975,440
4	Cash Restricted	2,102,636	2,102,637	1,274,113
6	Receivables - Rates	28,328	34,530	73,835
6	Receivables -Other	10,485	15,076	112,223
	Interest / ATO Receivable/Trust	23,189	31,485	27,693
	Inventories		0	0
		3,440,296	3,646,261	2,463,304
Less: Current Liabilities				
	Payables	(25,032)	(23,397)	(26,842)
	Provisions	(199,687)	(212,678)	(144,743)
		(224,719)	(236,075)	(171,586)
7	Less: Cash Reserves	(2,102,636)	(2,102,637)	(1,274,113)
	Net Current Funding Position	1,112,941	1,307,549	1,017,605

Note 3 - Liquidity Over the Year



Comments - Net Current Funding Position

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 July 2019**Note 4: CASH AND INVESTMENTS**

	Interest Rate	Unrestricted \$	Restricted \$	Trust \$	Total Amount \$	Institution	Maturity Date
(a) Cash Deposits							
Municipal Bank Account	0.00%	502,211			502,211	ANZ	At Call
Reserve Bank Account	0.00%		636		636	ANZ	At Call
Trust Bank Account	0.00%			6,138	6,138	ANZ	At Call
Cash On Hand	Nil	700.00			700	N/A	On Hand
(b) Term Deposits							
Municipal					0		
Municipal	2.50%				0		
Municipal	1.45%	772,747			772,747	WA Treasury	At Call
Reserve	1.79%		2,102,000		2,102,000	ANZ	18-Oct-19
Trust	2.10%			134,610	134,610	ANZ	18-Oct-19
Total		1,275,658.15	2,102,636.02	140,748.37	3,519,042.54		

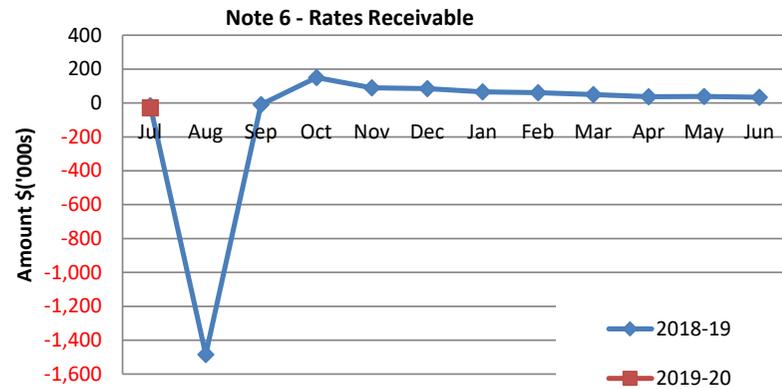
Comments/Notes - Investments

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 July 2019

Note 6: RECEIVABLES

Receivables - Rates Receivable

	YTD 31 Jul 2019	30 June 2017
	\$	\$
Opening Arrears Previous Years	19,522	25,543
Levied this year	49	1,497,589
Less Collections to date	8,757	(1,503,610)
Equals Current Outstanding	28,328	19,522
Net Rates Collectable	28,328	19,522
% Collected	-44.74%	98.72%



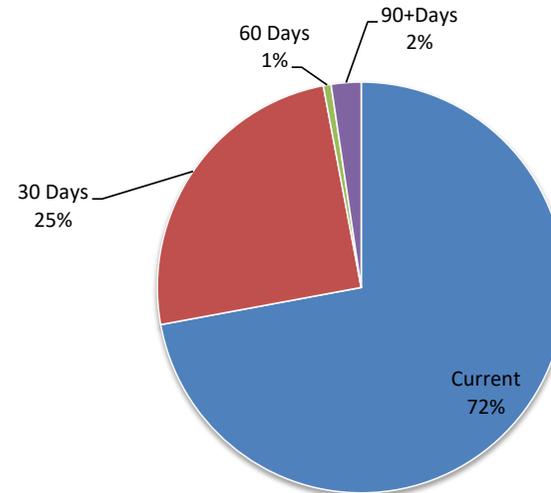
Comments/Notes - Receivables Rates

Receivables - General

	Current	30 Days	60 Days	90+Days
	\$	\$	\$	\$
Receivables - General	7,560	2,612	65	248
Total Receivables General Outstanding				10,485

Amounts shown above include GST (where applicable)

Note 6 - Accounts Receivable (non-rates)

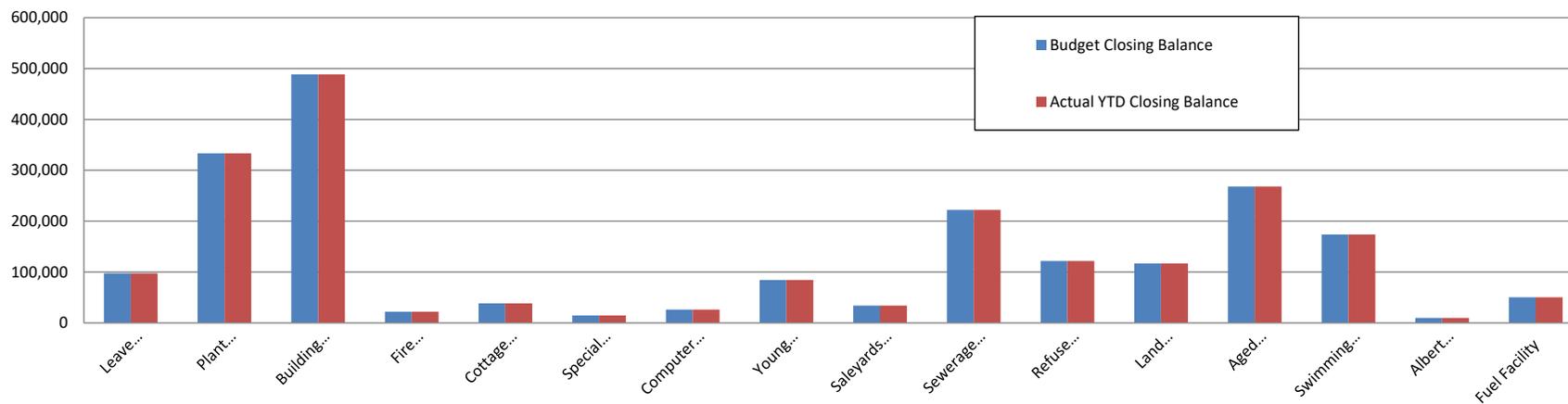


Comments/Notes - Receivables General

Note 7: Cash Backed Reserve

2019-20		Budget Interest Earned	Actual Interest Earned	Budget Transfers In (+)	Actual Transfers In (+)	Budget Transfers Out (-)	Actual Transfers Out (-)	Transfer out Reference	Budget Closing Balance	Actual YTD Closing Balance
Name	Opening Balance									
	\$	\$	\$	\$	\$	\$	\$		\$	\$
Leave Reserve	97,493.46				0		0		97,493	97,493
Plant Replacement Reserve	333,213.86								333,214	333,214
Building Reserve	488,547.80								488,548	488,548
Fire Fighting Reserve	22,253.52				0				22,254	22,254
Cottage Homes Reserve	38,659.71				0				38,660	38,660
Special Events Reserve	14,639.44				0				14,639	14,639
Computer Reserve	25,989.81								25,990	25,990
Young Singles Accommodation Reserve	84,307.52								84,308	84,308
Saleyards Reserve	34,104.22								34,104	34,104
Sewerage Reserve	222,447.38								222,447	222,447
Refuse Reserve	121,944.97				0				121,945	121,945
Land Development Reserve	116,730.46				0				116,730	116,730
Aged Persons Accommodation Reserve	268,130.80								268,131	268,131
Swimming Pool Reserve	173,853.07								173,853	173,853
Albert Facey Homestead Reserve	9,785.50				0				9,786	9,786
Fuel Facility	50,535.50								50,536	50,535
	2,102,637	0	0	0	0	0	0		2,102,637	2,102,636

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



Council Meeting
SHIRE OF WICKEPIN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 July 2019

Note 9: RATING INFORMATION	Rate in \$	Number of Properties	Rateable Value \$	Rate Revenue \$	Interim Rates \$	Back Rates \$	Total Revenue \$	Amended Budget Rate Revenue \$	Amended Budget Interim Rate \$	Amended Budget Back Rate \$	Amended Budget Total Revenue \$
RATE TYPE											
Differential General Rate											
GRV	7.3020	194	1,819,215			0	0				0
UV	0.9958	278	132,731,703				0				0
Sub-Totals		472	134,550,918	0	0	0	0	0	0	0	0
	Minimum \$										
Minimum Payment											
GRV	400.00	63	91,032				0				0
UV	400.00	15	325,246				0				0
Sub-Totals		78	416,278	0	0	0	0	0	0	0	0
Ex Gratia Rates							0				0
Discount							0				0
Rates Writeoffs							0				0
Amount from General Rates							0				0
Specified Area Rates											
Totals							0				0

Comments - Rating Information

Council Meeting
SHIRE OF WICKEPIN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 July 2019

10. INFORMATION ON BORROWINGS

(a) Debenture Repayments

Particulars	Principal 1-Jul-18	New Loans	Principal Repayments		Principal Outstanding		Interest Repayments		Loan Completion Date
			Actual	Budget	Actual	Budget	Actual	Budget	
			\$	\$	\$	\$	\$	\$	
Loan 100 - CEO Residence	25,480		2003		23,477		121		24/06/2020
Loan 102 - WD Sports Club SS Greens	26,880		3132		23,748		538		17/01/2023
	52,360	0	5,134	0	47,226	0	658	0	

All debenture repayments were financed by general purpose revenue.

(b) New Debentures

No new debentures were raised during the reporting period.

Council Meeting
SHIRE OF WICKEPIN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 July 2019

Note 11: GRANTS AND CONTRIBUTIONS

Program/Details GL	Grant Provider	Approval	2019-20 Budget	Variations Additions (Deletions)			Recoup Status	
					Operating	Capital	Received	Not Received
		(Y/N)	\$	\$	\$	\$	\$	\$
GENERAL PURPOSE FUNDING								
Grants Commission - General	WALGGC	Y	0	0	0	0	0	0
Grants Commission - Roads	WALGGC	Y	0	0	0	0	0	0
LAW, ORDER, PUBLIC SAFETY								
FESA Grant - Operating Bush Fire Brigade	Dept. of Fire & Emergency Serv.	Y	0	0	0	0	0	0
				0			0	0
HOUSING							0	0
COMMUNITY AMENITIES								
RECREATION AND CULTURE								
Armistice Day Grant	RSL	Y	0	0	0		0	0
TRANSPORT								
Roads To Recovery Grant - Cap	Roads to Recovery	Y	0	0	0	0	0	0
RRG Grants - Capital Projects	Regional Road Group	Y	0	0	0	0	0	0
Direct Grant - Maintenance	Dept. of Transport	Y		0	0	0	124,468	0
State Flood Income- Wandrra Funding	Wandrra Funding		0	0	0	0	0	0
EDUCATION								
RDA movie nights					0			0
TOTALS			0	0	0	0	124,468	0
Operating	Operating			0			124,468	
Non-Operating	Non-operating			0			0	

SHIRE OF WICKEPIN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 July 2019

Note 12: TRUST FUND

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

Description	Opening Balance 1 Jul 19	Amount Received	Amount Paid	Closing Balance 31-Jul-19
	\$	\$	\$	\$
Housing Bonds	0.00	0.00	0.00	0.00
Master Key Deposits	0.00	780.00	0.00	780.00
Special Plates	0.00	0.00	0.00	0.00
Land Sales	0.00	0.00	0.00	0.00
Nomination Deposits	0.00	0.00	0.00	0.00
Building and BCITF	184.95	61.65	-184.95	61.65
Ram Pavillion	0.00	0.00	0.00	0.00
LCDC Landcare	0.00	0.00	0.00	0.00
Cat/Dog Trap Hire	0.00	0.00	0.00	0.00
WDSC Replacement Greens	103,010.21	1,250.00	0.00	104,260.21
Miscellaneous Trust	4,046.51	0.00	0.00	4,046.51
Yealering Bowling Club Greens	31,600.00	0.00	0.00	31,600.00
Licensing		17,445.30	-17,445.30	0.00
	138,841.67	19,536.95	-17,630.25	140,748.37

SHIRE OF WICKEPIN
 NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
 For the Period Ended 31 July 2019

Note 13: CAPITAL ACQUISITIONS

		31/07/2019					
Infrastructure Assets		Amended Annual Budget	Amended YTD Budget	YTD Actual	Variance (Under)/Over	YTD Actual (Renewal Exp)	Strategic Reference / Comment
○	Land & Buildings						
○	Housing	0	0	0	(0)		
	Housing Total	0	0	0	(0)		0
○	Other Housing						
	Other Housing Total						
○	Recreation and Culture						
○							
○							
○	Recreation And Culture Total	0	0	0	0		
	Land and Buildings Total	0	0	0	(0)		0
○	Footpaths						
○	Transport						
	Footpaths Wickepin	LFP1	0	0	(4,060)	4,060	
	Footpaths Yealering	LFP2	0	0	0	0	
	Transport Total	0	0	(4,060)	4,060		0
	Footpaths Total	0	0	(4,060)	4,060		0
○	Furniture & Equipment						
○	Governance						
	Governance Total	0	0	0	0		0
	Furniture & Office Equip. Total	0	0	0	0		0
○	Plant , Equip. & Vehicles						
○	Governance						
	Governance Total	0	0	0	0		0
○	Transport						
			0		0		0
			0		0		0
			0		0		0
			0		0		0
			0		0		0
			0		0		0
			0		0		0
	Transport Total	0	0	0	0		0
	Plant , Equip. & Vehicles Total	0	0	0	0		0

Note 13: CAPITAL ACQUISITIONS

31/07/2019							
Infrastructure Assets		Amended Annual Budget	Amended YTD Budget	YTD Actual	Variance (Under)/Over	YTD Actual (Renewal Exp)	Strategic Reference / Comment
Infrastructure Other							
Community Amenity			0	0	0		
Community Amenity Total		0	0	0	0	0	
Public Facilities Total		0	0	0	0	0	
Roads							
Transport Regional Road Group							
Wickepin Corrigin Road	RG001	0	0	0	0	0	
Wickepin Harrismith Road	RG002	0	0	(4,140)	4,140	0	
Pingelly Wickepin Road	RG003	0	0	0	0	0	
Regional Road Group Total		0	0	(4,140)	4,140	0	
Transport Roads to Recovery							
Sprigg Road	R2R072		0	0	0	0	
Line Road	R2R008		0	0	0	0	
Elsinore Road	R2R003		0	0	0	0	
Inkiepinkie Road	R2R160		0	0	0	0	
Roads to Recovery Total		0	0	0	0	0	
Transport Black Spot							
Collins Street	BS156						
Wickepin Harrismith	BS157						
Blackspot Total		0	0	0	0	0	
Council Resources Construction							
104 Gate Road	CO008	0	0	0	0	0	
Wogolin South Road	CO017	0	0	0	0	0	
Drainage and Headwalls	CODAH	0	0	0	0	0	
Council Resources Construction Total		0	0	0	0	0	
Roads Total		0	0	(4,140)	4,140	0	
Capital Expenditure Total		0	0	(8,200)	8,200	0	

GOVERNANCE, AUDIT AND COMMUNITY SERVICES10.2.03 – Development & Regulatory Services

Submission To:	Ordinary Council
Location / Address:	Whole Shire
Name of Applicant:	Mark Hook, Chief Executive Officer
File Reference:	CM.REP.2203
Author:	Azhar Awang, Executive Manager Development & Regulatory Services, Shire of Narrogin
Disclosure of Interest:	Nil
Date of Report:	09 August 2019

Enclosure/Attachments: Nil.

Summary:

The Shire of Narrogin's Department of Development and Regulatory Services as requested by the Shire of Wickepin has prepared the following report for the works undertaken in the month of July 2019, for council's consideration.

Background:

On 20 September 2017, the Shire of Wickepin resolved to accept the RFQ 1 2017/2018 from the Shire of Narrogin for the provision of Health, Building and Planning Services to the Shire of Wickepin for a period of Five Years.

A monthly report is to be presented to the Shire of Wickepin from the Shire of Narrogin's Planning, Building and Environmental Health Services for the works undertaken during the month of July 2019.

Comments:

Following are the reports provided for the Month of July 2019:

PLANNING OFFICER'S REPORTPlanning Approvals

Nil.

Referrals & Subdivision clearances

Nil.

BUILDING SURVEYOR'S REPORT

Permit Type	Building permit number	Approval date	Assessment Number	Street number	Street Address	Value	Owner's name	Builder's name
Building Permit	WK 18192006	8/7/19		Lot 6309	Aileen Rd	\$20,000	Clinton Hemley	Connect Technology Australia
Building Permit	WK 1819007	8/7/19		Lot 2007	Mutton Rd	\$20,000	Clinton Hemley	Connect Technology Australia
Building Permit	WK 1819008	8/7/19		Lot 8181	Malyalling Rd	\$20,000	Gary Lang	Connect Technology Australia

ENVIRONMENTAL HEALTH OFFICERS REPORT

- 1) DWER's request for a copy of an updated Asset Management Plan is still under review. Once all the required information has been accessed the Asset Management Plan will be submitted.
- 2) No Water samples were taken from the swimming pool for July 2019 as the pool is closed for the winter season

Statutory Environment:

Shire of Wickepin Local Planning Scheme No. 4

National Construction Code,

Building Act 2011

Building Regulations 2012

Food Act 2008 and Food Regulations 2009

Health (Miscellaneous Provisions) Act 1911 and Regulations under the Act

Public Health Act 2016

Policy Implications: Not applicable.

Financial Implications:

The fore mentioned services are provided at a cost to the Shire of Wickepin and has been allocated in the 2019/2020 budget.

Strategic Implications: Nil.

Recommendations:

That Council receives the report from the Shire of Narrogin's Department of Development & Regulatory Services for the month of July 2019.

Voting Requirements:

Simple majority.

GOVERNANCE, AUDIT AND COMMUNITY SERVICES**10.2.04 – Budget Adoption 2019/2020**

Submission To:	Ordinary Council
Location/Address:	Whole Shire
Name of Applicant:	Mark Hook, Chief Executive Officer
File Reference:	FM.BU.1208
Author:	Mark Hook, Chief Executive Officer
Disclosure of any Interest:	Nil
Date of Report:	01 August 2019

Enclosure/Attachments:

Budget Documents as attached

Summary:

Council is being requested to adopt the 2019/2020 budget as presented.

Background:

The 2019/2020 budget document is presented for Councils discussion. The budget has been prepared and based on a 0% rate revenue increase on UCV and GRV with No change to the Minimum Rates being \$400.

The unimproved valuations across the shire have increased for 2019/2020. The Unimproved valuations for the shire are;

2010/2011	\$124,031,017
2011/2012	\$124,939,774
2012/2013	\$122,256,970
2013/2014	\$122,110,678
2014/2015	\$121,957,500
2015/2016	\$122,140,894
2016/2017	\$122,070,000
2017/2018	\$126,651,300
2018/2019	\$133,056,949
2019/2020	\$140,881,000

The Gross Rental Values valuations across the shire have stayed the same throughout the 19/20 financial year.

2010/2011	\$1,545,081
2011/2012	\$1,928,560
2012/2013	\$1,927,825
2013/2014	\$1,926,922
2014/2015	\$1,932,574
2015/2016	\$2,261,229
2016/2017	\$2,244,789
2017/2018	\$2,249,483
2018/2019	\$1,910,247
2019/2020	\$1,910,247

Comments:

The Salaries and Wages budget has been increased by 3% to take into effect the award increases handed down by the Fair Work Commission which came into operation on 1 July 2019.

Sewerage and Refuse charges have not been increased

As of the 1st July 2016 as per Council Policy 6.2.1 GENERAL WASTE AND RECYCLE BINS

Council provides one general waste bin (green lid) and one recycling bin (yellow lid) to the following;

- New residential; and
- New commercial.

REFUSE COLLECTION

The annual refuse charge on council's rate notice entitles the following pick up from premises;

Residential

- 1x 240 litre green waste bin
- 1x 240 litre yellow recycling bin

Commercial

- 3x 240 litre green waste bin
- Bulk recycling (cardboard, paper etc.) pick up from approved pick up area
- 3 x 240 litres yellow recycle bins for glass, plastics, aluminium etc.

Over and above the allocated amount of collection will incur an additional charge based on annual refuse charges.

Council's contractors will not pick up 44 gallon drums or any other rubbish receptacle other than a 240 litre bin.

The 2019/2020 Budget has no new Loans being raised.

The budget has been prepared to include information required by the *Local Government Act 1995, Local Government (Financial Management) Regulations 1996* and Australian Accounting Standards.

The main features of the draft budget include:

- The budget has been prepared with a 0% rate increase for UV and 0% for GRV which is less than the 4% outlined in the Long Term Financial Plan. This increase applies to all general rate categories.
- Household and commercial waste charges and charges are proposed to have no increase and are itemised separately in the draft budget.
- A capital works programme totalling \$ 2,725,855 for investment in infrastructure, land and buildings, plant and equipment and furniture and equipment is planned. The other major component is the road infrastructure which is \$ 1,573,732 this is in line with Council's strategy to invest in road and associated assets.

Principal grant funding for the year is estimated from:

Roads to Recovery – this has been increased from \$215,181, to \$327,069 an increase of \$111,888

Federal Assistance Grants

2019/2020 Allocation 100%	1,075,000
Advanced Payment 2019/2020 Allocation	540,503
2019/2020 Allocation less advanced 18/19	534,497

Grants Commission General Purpose - Roads

2019/2020 Allocation 100%	528,000
Advanced Payment 2019/2020 Allocation	283,944
2019/2020 Allocation less advanced 18/19	244,056

These are only notional grant advice and have been released for budgeting purposes only and are subject to change.

The 2019/2020 Budget includes the reduction for the first quarterly payment of \$6,243 for the ESL levy from DFES as this was paid in the 2018/2019 Financial Year and is part of the 2018/2019 brought forward figure.

1123**ESL Grant****1123**

Operational Grant 19/20

\$47,489

Paid 18/19

\$16,243

While no specific consultation has occurred on the 2019/2020 budget, community consultation and engagement has previously occurred during development of the Community Strategic Plan from which the Corporate Business Plan was developed. Extensive internal consultation has occurred between all staff and through forums and workshops with elected members.

Council currently in accordance with regulation 34(5) of the Local Government (Financial Management) Regulations 1996, and AASB 1031 Materiality, the level in the Shire of Wickepin Monthly, Annual and Budget statements of financial activity for reporting material variances is 5% or \$5,000, whichever is the greater.

Section 6.2 of the *Local Government Act 1995* requires that not later than 31 August in each financial year, or such extended time as the Minister allows, each local government is to prepare and adopt, in the form and manner prescribed, a budget for its Municipal Fund for the financial year ending on the next 30th June.

Division 5 and 6 of part 6 of the *Local Government Act 1995* refers to the setting of budgets and the raising of rates and charges. The *Local Government Act (Financial Management) Regulations 1996* details the form and content of the budget. The 2019/2020 budget as presented is considered to meet statutory requirements.

Local Government (Financial Management) Regulations 1996 Annual budget — s. 6.2 **Part 3**

33. Completion of annual budget

A copy of the annual budget of a local government is to be submitted to the Departmental CEO within 30 days of its adoption by the local government.

[Regulation 33 amended in Gazette 20 Jun 2008 p. 2723.]

The budget is based on the principles contained in the Plan for the Future and the Corporate Business Plan and the Strategic Community Plan 2018 - 2028

The 2019/2020 budget has been developed and based on the existing Plan for the Future and Strategic Planning documents adopted by council.

Statutory Environment:

Local Government Act 1995.

Section 6.2 of the *Local Government Act 1995* requires that not later than 31 August in each financial year, or such extended time as the Minister allows, each local government is to prepare and adopt, in the form and manner prescribed, a budget for its Municipal Fund for the financial year ending on the next 30th June.

Division 5 and 6 of part 6 of the *Local Government Act 1995* refers to the setting of budgets and the raising of rates and charges. The *Local Government Act (Financial Management) Regulations 1996* details the form and content of the budget. The 2019/2020 budget as presented is considered to meet statutory requirements.

Local Government (Financial Management) Regulations 1996 ***Annual budget — s. 6.2*** **Part 3**

33. Completion of annual budget

A copy of the annual budget of a local government is to be submitted to the Departmental CEO within 30 days of its adoption by the local government.

[Regulation 33 amended in Gazette 20 Jun 2008 p. 2723.]

Policy Implications:

The budget is based on the principles contained in the Plan for the Future and the Corporate Business Plan and the Strategic Community Plan 2018/2028

Financial Implications:

Specific financial implications are as outlined in the detail section of this report and as itemized in the 2019/2020 budget as attached.

Strategic Implications:

The 2019/2020 budget has been developed and based on the existing Strategic Planning documents as adopted by council.

Recommendations:**PART A – MUNICIPAL FUND BUDGET FOR 2019/2020**

That:

Pursuant to the provisions of section 6.2 of the *Local Government Act 1995* and Part 3 of the *Local Government (Financial Management) Regulations 1996*, the council adopt the Municipal Fund Budget as contained in the Attachments of this agenda for the 2019/2020 financial year which includes the following:

- Statement of Comprehensive Income by Nature and Type
- Statement of Comprehensive Income by Program
- Statement of Cash Flows
- Rate Setting Statement
- Notes to and Forming Part of the Budget (excluding the Roadworks Program)
- Budget Program Schedules as detailed within the budget (excluding the Roadworks Program)
- Transfers to / from Reserve Accounts as detailed in the budget

Voting Requirements:

Absolute majority.

PART B – GENERAL AND MINIMUM RATES, INSTALMENT PAYMENT ARRANGEMENTS

That:

For the purpose of yielding the deficiency disclosed by the Municipal Fund Budget adopted at Part A above, council pursuant to sections 6.32, 6.33, 6.34 and 6.35 of the *Local Government Act 1995* impose the following general rates and minimum payments on Gross Rental and Unimproved Values.

General Rates

- | | |
|----------------------------|----------------------------|
| • Gross Rental Value (GRV) | 7.0302 cents in the dollar |
| • Unimproved Values (UV) | 0.9386 cents in the dollar |

Minimum Payments

- | | |
|----------------------------|-------|
| • Gross Rental Value (GRV) | \$400 |
| • Unimproved Values (UV) | \$400 |

Pursuant to section 6.45 of the *Local Government Act 1995* and regulation 64(2) of the *Local Government (Financial Management) Regulations 1996*, council nominates the following due dates for the payment in full by instalments:

- | | |
|--|-------------------|
| • Full payment and 1 st instalment due date | 27 September 2019 |
| • 2 nd quarterly instalment due date | 27 November 2019 |

- 3rd quarterly instalment due date 28 January 2020
- 4th quarterly instalment due date 28 March 2020

Pursuant to Section 6.46 of the *Local Government Act 1995*, council offers a discount of 10% to ratepayers who have paid their rates in full, including arrears, waste and service charges, on or before 27 September 2019 or 35 days after the date of service appearing on the rate notice, whichever is the later.

Pursuant to section 6.45 of the *Local Government Act 1995* and regulation 68 of the *Local Government (Financial Management) Regulations 1996*, council adopts an interest rate of 5.5% where the owner has elected to pay rates and service charges through an instalment option.

Pursuant to section 6.51(1) and subject to section 6.51(4) of the *Local Government Act 1995* and regulation 70 of the *Local Government (Financial Management) Regulations 1996*, council adopts an interest rate of 11% for rates (and service charges) and costs of proceedings to recover such charges that remains unpaid after becoming due and payable.

Voting Requirements:

Absolute majority.

PART C – OTHER STATUTORY FEES FOR 2019/2020

That:

Pursuant to section 53 of the *Cemeteries Act 1986* the council adopts the Fees and Charges for the Wickepin, Yealering, Harrismith and Toolibin Cemeteries included in the 2019/2020 budget.

Pursuant to Regulation 53(2) of the *Building Regulation 2012* the council adopts a swimming pool inspection fee of \$35 inclusive of GST.

Pursuant to section 112 of the Health Act, council adopts the following charges for the removal and deposit of domestic and commercial waste:

Residential Premises (including recycling)

- 240ltr bin per weekly collection \$220.00pa
- 1x 240 litre green waste bin
- 1x 240 litre yellow recycling bin

Commercial Premises (including recycling)

- 240ltr bin per weekly collection \$440.00pa
- 3x 240 litre green waste bin
- Bulk recycling (cardboard, paper etc.) pick up from approved pick up area
- 3x 240 litre yellow recycle bins for glass, plastics, aluminium etc.

Refuse site levies

- non-minimum rated properties \$52.50pa
- minimum rated properties \$18.40pa

Pursuant to section 41 of the Health Act, council adopts the following charges for the Wickepin Sewerage Scheme

- Sewerage is set at 4.9329 cents in the dollar for GRV per dollar of valuation.
- Minimum sewerage rate to be set at \$200.00 for both residential and commercial properties.
- Those non-rate able properties serviced by the sewerage scheme be rated as follows:-

Police Department	\$620.00
Medical Centre	\$620.00
Education Department	\$620.00

St John Ambulance

\$ 0 Resolution No 240914-22

Voting Requirements:

Absolute majority.

PART D – ELECTED MEMBERS’ FEES AND ALLOWANCES FOR 2019/2020

That:

Pursuant to section 5.99 of the *Local Government Act 1995* and regulation 30 of the *Local Government (Administration) Regulations 1996*, council adopts the following sitting fees for payment of elected member's individual meeting attendance fees:

- | | |
|-------------|-------|
| • Council | \$100 |
| • Committee | \$50 |

(SAT Band 4)

Pursuant to section 5.98(2)(b) and (3) of the *Local Government Act 1995* and regulations 31 of the *Local Government (Administration) Regulations 1996*, council adopts the following reimbursements for elected members:

- | | |
|--------------------------------|----------------------------|
| • Telecommunications Allowance | \$525.60 |
| • Travel | \$0.91 cents per kilometre |

Pursuant to section 5.98(5) of the *Local Government Act 1995* and regulation 33 of the *Local Government (Administration) Regulations 1996*, council adopts the following annual local government allowance to be paid in addition to the annual meeting allowance: (SAT Band 4)

- | | |
|-------------|---------|
| • President | \$4,500 |
|-------------|---------|

Pursuant to section 5.98A(1) of the *Local Government Act 1995* and regulations 33A of the *Local Government (Administration) Regulations 1996*, council adopts the following annual local government allowance to be paid in addition of the annual meeting allowance: (SAT Band 4)

- | | |
|--------------------|---------|
| • Deputy President | \$1,000 |
|--------------------|---------|

Voting Requirements:

Absolute majority.

PART E – MATERIAL VARIANCE REPORTING FOR 2019/2020

That:

In accordance with regulation 34(5) of the *Local Government (Financial Management) Regulations 1996*, and AASB 1031 *Materiality*, the level to be used in statements of financial activity in 2019/2020 for reporting material variances shall be 5% or \$5,000, whichever is the greater.

Voting Requirements:

Simple majority.

PART F – ROAD WORKS PROGRAM FOR 2019/2020

Pursuant to the provisions of section 6.2 of the *Local Government Act 1995* and Part 3 of the *Local Government (Financial Management) Regulations 1996*, that council adopt the 2019/2020 Roadworks Program as presented in the Budget Notes.

Voting Requirements:

Simple majority

GOVERNANCE, AUDIT AND COMMUNITY SERVICES**10.2.05 – Community Grant Application - Yealering Primary School P&C**

Submission To:	Ordinary Council
Location/Address:	Yealering Primary School
Name of Applicant:	Yealering P & C
File Reference:	CM.PLA.404
Author:	Mark Hook, Chief Executive Officer
Disclosure of any Interest:	CEO Impartiality – Spouse works at Yealering Primary School
Date of Report:	13 August 2019

Enclosure/Attachments:

Yealering P&C Community Grant Application.

Summary:

Council is being requested to decline the Community Grant application submitted by the Yealering Primary School P&C for the installation of a 58,640 litre water tank for garden reticulation. Amount of grant requested is \$6,645. This grant application was held over from the June 2019 and the July 2019 Ordinary Meeting of Council to allow the CEO to obtain further information.

Background:

Each year the Shire of Wickepin makes a budget provision of a maximum of 2.5% of the previous year's levied rates to distribute to community groups and sporting organisations. This equates to \$37,020 for the coming funding period. The objective of the funding is to establish or improve playing areas or buildings necessary for the conduct of sport or for community use, support for major sporting and community events, support for sporting or coaching clinics, to assist community groups in establishing a service, activity seen as a need for the betterment of and improvement to the enjoyment of life within the community, and increasing visitors to the region.

Details of the funding guidelines are provided in Policy Guidelines 3.1.6 – Sponsorship, Contributions and Donations to Sporting and Community Groups.

Council may endorse funding of \$37,020 being 2.5% of the 2018/2019 levied rates. \$3,000 per year will be allocated to a rolling fund for grants under \$500 with the CEO being given delegated authority to authorise the grants under \$500. Sponsorship of \$1,400 has already been placed in the 2019/2020 budget deliberations under General Ledger Account 4922 leaving an amount of \$35,620 available for distribution.

Sponsorship breakdown under General Ledger Account 4922 in 2019/2020 Budget Estimates:

Sponsorship	4922
Tennis Clubs - Shire Tennis Day	\$200
Wickepin Bowling Club - Merino Fours	\$500
Wickepin Football Club - Silver Sponsorship	\$500
Golf Clubs - Shire Golf Day	\$200

The following table provides a summary of funding granted to community and sporting groups as part of the Shire of Wickepin Community Grants process, as well as donations, over the past 7 years. The Shire of Wickepin has supported and subsidised sporting and community groups in areas such as in-kind works, equipment hire, water for bowling greens, waiver of bonds, oval marking as well as transport and refreshments for students - but these have not all been included in the analysis.

Community Grants and Donations GL 14922		2012/13	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	Total Funding
Community Resource Centre	Grants		\$2,000				\$1,938		\$3,938
	Sponsorship	\$2,000	\$500	\$1,000				Fees waived	\$3,500
Wickepin Golf Club	Grants							\$3,336	\$3,336
	Sponsorship	\$500	\$220			\$200	\$200	\$200	\$1,320
Wickepin Tennis Club	Sponsorship	\$200	\$200			\$200	\$200	\$200	\$1,000
Wickepin Bowling Club	Grants					\$1,250			\$1,250
	Sponsorship	\$500	\$550		\$2,134	\$500	\$500	\$500	\$4,684
Wickepin District Sports Club	Grants	\$2,810	\$2,165		\$923	\$6,010		\$3,626	\$15,534
	Sponsorship		\$400	\$680	\$500				\$1,580
Wickepin Playgroup			\$2,500					\$690	\$3,190
Wickepin Ladies Hockey Club									\$0
Wickepin P & C							\$2,121	\$7,200	\$9,321
Wickepin Netball Club									\$0
She Shed He Shed (formerly Men's Shed)								\$2,249	\$2,249
Wickepin Football Club	Grants					\$6,000			\$6,000
	Sponsorship		\$200	\$1,360		\$500	\$500	\$500	\$3,060
Wickepin Cricket Club					\$10,369				\$10,369
Albert Facey Homestead						\$1,920			\$1,920
Lake Yealering Progress Association		\$1,534					\$2,000	\$4,000	\$7,534
Yealering Bowling Club			\$6,000	\$770	\$295	\$7,310	\$6,860	\$1,265	\$22,500
Yealering Golf Club				\$13,450					\$13,450
Yealering Playgroup							\$3,207		\$3,207
Yealering Tennis Club					\$6,500				\$6,500
Harrismith Cricket Club			\$10,000						\$10,000
Harrismith Golf Club				\$890	\$3,745		\$3,740		\$8,375
Harrismith Community Committee			\$800						\$800
Toolibin Tennis Club		\$4,000		\$4,663			\$1,100		\$9,763
Wickepin History Group							\$429		\$429
Wickepin Art & Craft							\$769	\$609	\$1,378
		\$11,544	\$25,535	\$22,813	\$24,466	\$23,890	\$22,366	\$24,375	\$154,989

The Shire of Wickepin invited applications for the 2019/20 Community Grants in March 2019 after advertising the program from December 2018. Applications closed on Friday 24 May at 4.00pm. Applications were received from the following groups on the appropriate form and prior to the advertised deadline.

2019/20 Budget Requests	
Lake Yealering Bowling Club	\$1,952.00
Yealering Progress Association	\$2,000.00
Harrismith Golf Club	\$3,106.00
Wickepin Playgroup	\$1,264.00
Wickepin History Group	\$486.00
Wickepin District Sports Club	\$3,642.50
She Shed He Shed	\$700.00
Community Resource Centre	\$14,478.25
Yealering P&C	\$6,645.00
Total	\$34,273.75

The attached grant application was part of the Community Development Officer's Report presented at the 19 June 2019 Ordinary Meeting agenda.

Council held this over from the June and July Council meetings for the CEO to obtain further information on the grant request.

Applicant 9		Yealering Parents and Citizens Association
Purpose of Organisation	The Yealering P&C operates to support the families of the wider Yealering Community. Its main function is to assist the town's school which serves as the local hub of Yealering.	
Incorporated	No	
ABN	Yes 68 496 815 143	
Registered for GST:	No	
Financial information attached:	Yes As at 31/12/2018	
Previous funding:	No	
Purpose of funding:	Install a 58 640 litre water tank for garden reticulation	
Alternative funding sought:	Yes Own cash contribution and in-kind work.	
Support of members and general community egg letters of support or meeting minutes	Yes General committee meeting discussions and a letter of support from the Yealering Primary School Principal.	
Total project cost:	\$11,395.00	
Funding requested:	\$6,645	
Project budget and quotes supplied:	Yes	
Comments	<p>The Yealering P&C Association's main objectives include fundraising for the school, and advocacy and representation within the local community. Members donate their time and expertise to allow these objectives to be met. They currently have 15 members and an additional 15 volunteers swell their ranks when doing events. The installation of a water tank would benefit the school and create a more sustainable garden for the town and its children. The Department of Education's funding for water to the Yealering School is declining and the school children currently have no lawn to play on. The amount requested is slightly more than council's general philosophy of funding 50% of projects \$5000 or more. (50% would be \$5,698. An extra amount of \$947 equalling a 58% grant request.) This is Yealering P&C's first grant request. The amount requested is to cover the purchase of a tank and water fittings from Ewen Rural Supplies who has matched the price to a larger supplier to keep the business in town. The Yealering P&C will cover the costs of the cement pad, plumbing and installation. The Environmental Health Officer has stated that the installation meets guidelines. The Education Department has granted permission for the installation of the tank.</p>	

Comments:

The CEO attended a meeting with Veronica Stacey of the Yealering P&C on 15 July 2019 to discuss the Yealering P & C Community Grant for the water tank at the Yealering Primary School. Veronica advised that the Principal of the School has no discretionary funding and the school is unable to fund the water tank. The water tank is required to water the lawn that the children use as a play area as shown in the below photo.



The Yealering P&C are the ones that would like to improve the area for the children so it does not fit within the school budget process. The existing water tanks at the Yealering school are unable to be used to water this area. The P&C will not continue with this project unless they are able to fund the project outside of the P&C funds. The P&C believe this project to be very worthwhile as it will allow for this area to be better utilised by the children at the Yealering Primary School as during summer the grass dies due to lack of available water.

The CEO has discussed this issue with the Principal of the Yealering Primary School and has forwarded the following email on 7 August 2019.

In discussion with the P&C on Monday evening, it was decided that we still wished to proceed with our grant application (at least giving it another opportunity to be considered with additional information).

Attached is an analysis which we hope will show the value added through the installation of the new tank which will connect to the grounds' non drinking water supply of the school. Hopefully this provides an indication of the cost benefits of the project – a saving of almost \$1000 in the first year and over \$1000 in subsequent years based on Yealering town's annual rainfall, the surface area of our main building, the proposed tanks capacity and current water pricing.



Water Tank Cost Analysis:

Tank capacity: 58, 650 litres.

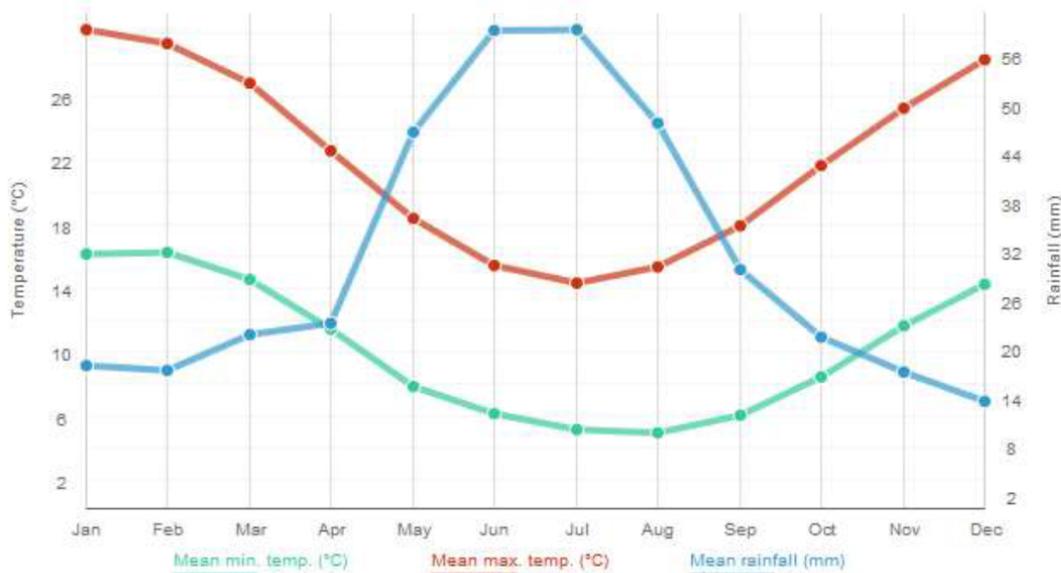
Main building surface area: Approx 300 square metres

1ml of rain on 1 square metre of roof will deliver 1 litre of water into the tank (source: water tank manufacturing guidelines).

Yealering: 1ml = 300 litres.

Based on average rainfall –yearly collection of water of 369.6 mm = collection of 111, 069 litres per year (or 111.69 KiloLitres).

Mean rainfall and temperature



Yealering Average Mean Rainfall (YTD): 369.6 mm Reference: Bureau Of Meteorology:
<http://www.meteorology.com.au/local-climate-history/wa/yealering>

Annual water cost saving:

At \$8.35 per KiloLitre (current Water corporation high user pricing until June 30, 2020)

= **\$932.61** worth of water saved in first year. With water price increases each year moving this amount to beyond \$1000 for each subsequent year.

Projected cost recovery: 8 years. **Minimum lifespan of tank:** 25 years.

Statutory Environment:

Local Government Act 1995.

Policy Implications:

Sponsorship, contributions and donations to sporting and community groups

OBJECTIVE: Provide guidelines for the provision of financial assistance to community and sporting clubs within the Shire of Wickepin.

A maximum of 2.5% of the previous year's levied rates may be provided for in Council's budget each year to distribute to community and sporting organisations upon application to the Council.

\$3,000 per year will be allocated to a rolling fund for grants under \$500 with the CEO being given delegated authority to authorise the grants under \$500.

Fund Objective

Funds from Council may be made available for the following:

- establishment or improvement of playing areas or buildings
- Support for major sporting and community events
- Support for general sporting clinics, including coaching clinics :and
- To assist community groups in establishing a service or activity seen as a need for the betterment of and improvement to the enjoyment of life within the community.
- Increasing visitors to the region

Council may fund the following:

- 100% up to \$2000
- 75% between \$2,000 and \$5,000
- 50% \$5,000 and above

Voluntary labour and equipment may be included in the applicant's contribution at a value of \$25/hour.

Council employees or equipment may be used in lieu of a cash contribution from Council.

Council will favour applications that would not otherwise be funded through other government grants e.g. CSRFF.

Application Procedure

Applications for funding must be received at the Shire of Wickepin Office by close of business of the due date each year to be considered in the Council budget. Applications are to be made in writing on the Shire of Wickepin Community Grants form (attached).

Applications should only be made when an applicant group is confident that all cash the applicant proposes to contribute will be readily available if a grant is approved.

The value of work undertaken by volunteers can be included in the local contribution but this value may not exceed one third of the completed value of the project. The voluntary work should be described and valued at the rate of \$25.00 per hour.

Funds are not to be used for trophies, prizes or expenses (including loan repayments) incurred in the conduct of the sport or community activities.

Council reserves the right for the CEO or his/her delegate to carry out an inspection of the project at any time prior to and at completion of the project.

GUIDELINES

All applications must be completed on the Shire of Wickepin Community Grants form attached.
Applications should be supported by 2 written quotes for materials or other goods included in the funding submission if possible.
Applications will be acknowledged as received by Council.
Council reserves the right to request further information on demand.
Council reserves the right to consider and allocate funds without the right of appeal. Money will not be allocated for completed projects. Council reserves the right to set aside large projects as longer term budget items to be funded over more than one year.
No project requiring funding shall commence without the written consent of Council.
Money granted must be spent on the project allocated.
All monies allocated must be spent and claimed by 30 June in the financial year for which it was allocated and any unspent allocation will not be carried over to the next budget year.
Council reserves the right to inspect reserves and buildings without prior notification to the respective committee.
All funded projects are to acknowledge the Shire of Wickepin through project media, community engagement and event promotions. CDO can provide support regarding signage and approved use of the Shires Logo.
Ineligible Items: <ul style="list-style-type: none"> - Private or commercial ventures or activities - Retrospective Funding - Purchase of Land - Support for an individual pursuit - Events/activities/programs that already receive financial assistance from other source of funding - Events/activities/programs that are eligible under the CSRFF grants scheme
All successful applicants must provide Council with an acquittal of all grants on an acquittal form available from the Shire Administration Office.

RESOLUTION:	DATE OF REVIEW:
151008.10/11/12/13/14/15	15 October 2008
170615-12	17/06/2015
150317-11	15/03/2017

Financial Implications:

An amount of 2.5% of rates is budgeted every year for community grants. The amount requested is below the 2.5% of rates allocated. Amount requested out of the Community grant budget is \$6,645.

Strategic Implications:

Aligns with Strategic Community Plan 2018 -2028.

Recommendations:

That council declines the application from the Yealering Primary School P&C for funding of \$6,645 inclusive of GST for the purchase of a water tank and fittings for reticulation

Voting Requirements:

Simple majority.

GOVERNANCE, AUDIT AND COMMUNITY SERVICES

10.2.06 – Wickepin CRC Agreement

Submission To:	Ordinary Council
Location/Address:	Wogolin Road Wickepin
Name of Applicant:	Wickepin CRC
File Reference:	
Author:	Mark Hook, Chief Executive Officer
Disclosure of any Interest:	Nil
Date of Report:	14 August 2019

Enclosure/Attachments:

Proposed CRC Agreement

Summary:

Council is being requested to forward the attached agreement to the Wickepin CRC for the running of the Library services and various services to the Wickepin Community through the Wickepin CRC.

Background:

The CEO was requested to prepare an agreement for the Wickepin CRC for the running of the Library services and the annual contribution to the CRC for various services for the Wickepin Community.

Comments:

The CEO forwarded a copy of the draft agreement to all Councillors on the 6th August 2019 requesting comments on the draft lease.

Comments received have been incorporated into the attached draft agreement.

The CEO recommends that council formalises the operation of the Wickepin Library services with the Wickepin CRC as per the attached agreement by forwarding the attached draft agreement to the Wickepin CRC for comment. Once comments are received back the CEO will make any agreed adjustments and will then bring back the agreement for adoption and signing by Council.

Statutory Environment: Nil

Policy Implications: Nil

Financial Implications:

Financial implications to council are outlined in the 2019/2020 budget and proposed agreement.

Strategic Implications: Nil

Recommendations:

That the CEO forward the attached draft agreement to the Wickepin CRC for Comment.

Voting Requirements:

Simple majority.

GOVERNANCE, AUDIT AND COMMUNITY SERVICES**10.2.07 – Harrismith Caravan Park Manager - Contract**

Submission To:	Ordinary Council
Location/Address:	Railway Avenue
Name of Applicant:	Oasis Hotel
File Reference:	ED.IND.806 Agreements
Author:	Mark Hook, Chief Executive Officer
Disclosure of any Interest:	Nil
Date of Report:	13 August 2019

Enclosure/Attachments:

Harrismith Caravan Park Agreement.

Summary:

Council is being requested to amend the Harrismith Caravan park agreement with the Oasis Hotel Judy and Russell Gray.

Background:

Council advertised for expression of interest for the running of its three caravan parks at Yealering, Harrismith and Wickepin with the expression of interests closing on the 5th May 2018.

Council passed the following resolution at the 16th May 2018 Ordinary Council Meeting

Resolution No: 160518-08

Moved Cr Allan Lansdell / Seconded Cr Wes Astbury

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

AGREEMENT DATED 1st day of July 2018

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

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

RECITALS

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

DEFINITIONS AND INTERPRETATION**1.1 Definitions**

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

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

"Caretaker" means Russell and Judy Gray;

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

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

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

1.2 Interpretation

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

MANAGER'S OBLIGATIONS

2.1 Engagement and Term

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

2.2 Park amenity block

The Caretaker shall ensure:

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

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

3. General Park amenity

The Caretaker shall ensure:

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

4. Administration

The Caretaker shall:

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

5. Instructions of Shire

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

6. No assignment, subcontracting or delegation

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

7. Indemnity

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

REMUNERATION

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

THE SHIRE'S OBLIGATIONS

9.1 Maintenance costs of the Park

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

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

9.2 Water, electricity and gas

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

9.3 The Shire's insurance

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

TERMINATION AND DISPUTE RESOLUTION

10.1 Termination by agreement

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

10.2 Automatic termination

Upon:

(a) death of the Manager;

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

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

then the Agreement is terminated.

10.3 Transfer after termination

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

10.4 No compensation after termination

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

GENERAL

11. Notices

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

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

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

12. Relationship of parties

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

SCHEDULE

Item 1 - Term – 3 years

1st July 2018 to 30th June 2021

Item 2 - Remuneration

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

Carried 8 / 0

Comments:

Council finance staff queried the payments received from the Harrismith Caravan Park as staff believed they were not paying the remuneration as per the agreement signed.

After discussion with the Oasis Hotel the CEO received the following letter via email on the 18th July 2019

Re: Contract for Management of Harrismith Caravan Park

For all these past years we have been signing this contract with the understanding our payment for managing the Harrismith Caravan Park and the Harrismith Donger's, was for us to remunerate the shire: \$5per person for the Donger's and \$5 per caravan for the Caravan Park.

This was the original verbal agreement with Allan Leeson back in 2006.

A contract was then written up around 2008 and this was what we originally signed on the contract, with this arrangement as above.

We have never been paid any amount from the shire i.e. no management payment.

The agreement signed by Russell and Judy Gray as shown in the attachment has the following under remuneration.

REMUNERATION

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

Item 2 - Remuneration

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

The amount of takings for the Harrismith Caravan Park are as per the following table, in the view of the CEO have been based on the OASIS Hotel paying the Shire of Wickepin \$5.00 per person, not the Shire of Wickepin paying OASIS Hotel \$5.00 per person.

Caravan Park	18/19	17/18	16/17	15/16	14/15
Harrismith	3,860.46	3,781.82	1,840.92	2,681.81	2,295.45
Wickepin	16,609.06	11,100.26	15,973.40	11,850.84	16,177.29
Yealering	19,080.93	13,519.09	15,263.17	13,206.38	11,034.55

The remuneration paid to the caravan park mangers for each Caravan Park is as per the following Table

Caravan Park	18/19	17/18	16/17	15/16	14/15
Harrismith	Nil	Nil	Nil	Nil	Nil
Wickepin	4,698.44	5,233.32	9,798.67	7,879.21	10,671.62
Yealering	1,935.82	1,351.91	1,526.34	1,337.63	1,103.45

The CEO has spoken with Allan Leeson and he cannot recall making any agreement with the Oasis Hotel other than what was in the agreement. The 2012/2014 Agreement is the same as the current agreement.

Judy and Russell Gray, at the Oasis Hotel in discussion with the CEO, have stated that they would not be willing to carry on the management of the Harrismith Caravan Park if the fee structure was actually as per the signed agreement and not the way they have always felt that the remuneration should be, that the Shire of Wickepin gets \$5.00 per head and the Oasis Hotel keeps the rest. The Oasis Hotel supplies all the materials and all the bedding for the dongers and the shower block.

The CEO believes it would be in the best interest of the Shire of Wickepin to terminate the previous agreement and present a new one for signing on the grounds that the Shire of Wickepin receives \$5.00 per person that stays at the Harrismith Caravan Park whether it be in the dongers or the Caravan Park sites.

Statutory Environment:

Local Government Act 1995

Signed Agreement 1st July 2018 to 30th June 2021

Policy Implications:

Nil

Financial Implications:

No cost to Council as the remuneration and the payment of the commissions has been undertaken this way for the past three agreements.

Strategic Implications:

Fits within goal three of the Shire of Wickepin 2018/2028 Strategic community Plan

GOAL 3: The Shire of Wickepin Caravan Park amenities are of a high standard			
SHORT TERM STRATEGY	MEDIUM TERM STRATEGY	POINT OF MEASUREMENT	10 YR OUTCOME
3.1 Caravan Parks are enhanced	3.2 Caravan Parks are updated	<ul style="list-style-type: none"> - Increase in the number of overnight visitors - Increase in the length of stay at Caravan Parks 	Visitors have a positive experience staying in the Shire

Recommendations:

1. That the Shire of Wickepin terminate the current lease agreement with Russel and Judy Gray of the Oasis Hotel 28 Railway Avenue Harrismith for the management of the Harrismith Caravan Park .
2. That Council offer the management of the Harrismith Caravan Park to Russell and Judy Gray of the Oasis Hotel 28 Railway Avenue Harrismith under the following agreement.

AGREEMENT DATED 1st day of September 2019

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

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

RECITALS

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

DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

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

“Caretaker” means Russell and Judy Gray;

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

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

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

1.2 Interpretation

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

MANAGER'S OBLIGATIONS

2.1 Engagement and Term

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

2.2 Park amenity block

The Caretaker shall ensure:

- (a) male and female toilet and shower areas are inspected and cleaned at least once weekly;
- (b) Park laundry is inspected and cleaned at least once weekly;
- (c) Park washing machine is in good working order at all times; and
- (d) any mechanical, electrical and/or structural faults within the Park are reported to the Shire;
- (e) Park, gardens and barbeque area are inspected and cleaned at least once weekly;
- (f) any maintenance items requiring repair, are reported to the Shire as soon as possible;

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

3. General Park amenity

The Caretaker shall ensure:

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

4. Administration

The Caretaker shall:

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

5. Instructions of Shire

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

6. No assignment, subcontracting or delegation

- (a) The Caretaker is not the agent of the Shire and shall not enter into any contract or do any act that is binding upon the Shire.
- (b) The Caretaker must not assign, sub-contract, transfer or delegate any of its rights or the performance of any duty or obligation in this Agreement to any person without the prior written consent of the Shire.

(c) Any consent given by the Shire to any assignment, sub-contract, transfer or delegation of this Agreement does not relieve the Caretaker from the obligations in or liabilities arising from this Agreement and in all respects the Caretaker shall remain obliged and liable for:

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

7. Indemnity

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

REMUNERATION

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

THE SHIRE'S OBLIGATIONS

9.1 Maintenance costs of the Park

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

9.2 Water, electricity and gas

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

9.3 The Shire's insurance

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

TERMINATION AND DISPUTE RESOLUTION

10.1 Termination by agreement

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

10.2 Automatic termination

Upon:

- (a) death of the Manager;

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

then the Agreement is terminated.

10.3 Transfer after termination

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

10.4 No compensation after termination

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

GENERAL

11. Notices

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

12. Relationship of parties

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

SCHEDULE

Item 1 - Term

1st September 2019 to 30th June 2021

Item 2 - Remuneration

Russell and Judy Gray of the Oasis Hotel to pay the Shire of Wickepin

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

Voting Requirements:

Simple majority.

GOVERNANCE, AUDIT AND COMMUNITY SERVICES

10.2.08 – Wickepin Caravan Park Manager - Contract

Submission To:	Ordinary Council
Location/Address:	Smith Street Wickepin
Name of Applicant:	Various
File Reference:	CP.USG.508
Author:	Mark Hook, Chief Executive Officer
Disclosure of any Interest:	Nil
Date of Report:	14 August 2019

Enclosure/Attachments:

Summary:

Council advertised for expression of interest for the running the Wickepin Caravan Park.

Council is now being requested to accept an expression of interest from the ones received and enter into a formal agreement with that person for the management of the Wickepin Caravan Park.

Background:

After the contract with the previous park manager Mrs Daphne Tetlow was terminated the Chief Executive Officer advertised for an expression of interest with the following adverts in the Narrogin Observer on the 8th February 2018 and in the Watershed.

Following is the advert placed in the Narrogin Observer and Watershed



**Expressions of Interest
Management of Wickepin Caravan Park**

Councils seek expressions of interest from interested persons to manage the day to day operation of the Wickepin Caravan Park.

Key responsibilities:

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

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

Private & Confidential, EOI – Management of Wickepin Caravan Park
P.O Box 19, Wickepin W.A 6370

Or email eso@wickepin.wa.gov.au.

Expressions close with the undersigned on Friday 19 July 2019.

Mark J Hook
Chief Executive Officer
Shire of Wickepin

Comments:

Council received the following expression of interests for the manager of the Wickepin Caravan Park by the advertised closing date of 19th July 2019.

- | | |
|---------------------------------|------------------------------|
| 1. Ian G Shedden | 62 Dumbleyung Road Wickepin |
| 2. Beryl Holme | 30 Stratford Street Pingelly |
| 3. Mathew Webb | 1 Johnston Street Wickepin |
| 4. Katrina Whibley | 1 Johnston Street Wickepin |
| 5. Robert J Auld | 516 Dorakin Road Wickepin |
| 6. Angelo Versace | Caravan Park Baldivis |
| 7. Jody Dunn | 23D Doney Street Narrogin |
| 8. Mark Atham and Roma Ukarangi | Wickepin |

After the Receiving of expression of interest all persons who put in an interest were sent the following letter and email.

Thank you for expression of interest for the Wickepin Caravan Park. I wish to advise that this position is not an employee relationship but for a fixed term two year contract. Please find enclosed a copy of the proposed contract. Please fill out all the areas as marked in the schedule and return to the Shire of Wickepin within 7 days of Receiving of this letter, if you wish to be included in stage two of the expression of interest for management of the Wickepin Caravan Park.

Following are the written responses received.

Name	Weekly Payment	% Gross Takings	Occupation of House	Free Power, Water and Gas	Reimbursement Telephone Calls Sec 4.2c	Fuel Allowance	Access to Shire Machinery
Katrina Whibley		15%	Yes free rent	Yes	Yes	No	No
Ian Shedden		15%	No	Yes	No	No	No
Beryl Holme		15%	Yes free rent	Yes	Yes	No	No
Mathew Webb		10%	Yes free rent	Yes	Yes	No	No
Angelo Versace	\$500 per week						
Mark Atham and Roma Ukarangi		15%	Yes free rent	Yes	Yes	Allowance for removal of rubbish from park	Yes

Statutory Environment: Nil

Policy Implications: Nil

Financial Implications: As per 2019/2020 budget.

Strategic Implications: Nil

Recommendations:

That Council offer the management of the Wickepin Caravan Park to Ian Shedden of 62 Dumbleyung Road Wickepin under the following agreement.

AGREEMENT

AGREEMENT DATED 1st day of September 2019

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

AND Ian Shedden of 62 Dumbleyung Road 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 Wickepin or authorised delegate; -

"Managers" means Ian Shedden

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

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

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

1.2 Interpretation

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

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

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.

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.

A singular word includes the plural and vice versa.

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

MANAGERS'S OBLIGATIONS

2.1 Engagement and Term

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

2.2 Park amenity block

The Managers shall ensure:

male and female toilet and shower areas are inspected and cleaned at least once daily;

Park laundry is inspected and cleaned at least once daily;

Park washing machine is in good working order at all times; and

any mechanical, electrical and/or structural faults within the Park are reported to the Shire immediately.

2.3 Maintenance of Park grounds and buildings

The Managers shall ensure:

Park lawns are mowed and maintained in a neat and tidy state at all times;

Park gardens are maintained in a neat and tidy state at all times;

Park barbeque and barbeque table are inspected and cleaned at least once weekly;

all routine and general maintenance of plant, equipment and buildings in the Park is undertaken; and

any maintenance items requiring specialist contract assistance, including plumbing, electrical or carpentry, are reported to the Shire.

2.4 Transportable accommodation

The Managers shall ensure:

each transportable accommodation unit is inspected, cleaned and re-stocked after final check-out of the occupier;

linen used in each transportable accommodation unit is laundered and replaced upon final check-out of the occupier;

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;

each transportable accommodation unit is inspected and cleaned at least once weekly if unoccupied; and

any mechanical, electrical and/or structural faults within the transportable accommodation units are reported to the Shire immediately.

2.5 General Park amenity

The Managers shall ensure:

no dogs wander unattended around the Park grounds at any time;

no large animals are kept on the Park in accordance with the Wickepin Shire Council's *Health Local Laws 2008*;

noise within the Park is kept to a minimum after 9.00pm; and

Park grounds are kept and maintained for public use only, with the exception of parking of Managers personal and work vehicles.

2.6 Administration

The Managers shall:

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

collect and safeguard all monies from fees and charges with respect to the Park;

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

deliver to the Shire a written record of the number of persons accommodated at the Park monthly.

2.7 Instructions of Shire

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

2.8 Manager's insurance

The Managers must effect and keep in force throughout the Term of the Agreement public risk/liability insurance for the management of the Park.

Upon written request, the Managers must provide to the Shire a certificate of currency or a copy of the current public risk/liability insurance policy.

2.9 No assignment, subcontracting or delegation

The Managers is not the agent of the Shire and shall not enter into any contract or do any act that is binding upon the Shire.

The Managers must not assign, sub-contract, transfer or delegate any of its rights or the performance of any duty or obligation in this Agreement to any person without the prior written consent of the Shire.

Any consent given by the Shire to any assignment, sub-contract, transfer or delegation of this Agreement does not relieve the Managers from the obligations in or liabilities arising from this Agreement and in all respects the Managers shall remain obliged and liable for:

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

2.10 Indemnity

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

REMUNERATION

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

THE SHIRE'S OBLIGATIONS

4.1 Maintenance costs of the Park

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.

The Shire shall carry out any major or preventative maintenance the Shire considers necessary at its own cost.

Water, electricity, gas, email and telephone expenses

The Shire shall pay for all water, electricity and gas charges incurred by the Park.

The Shire shall pay the telephone rental charge for the telephone located in the Managers Park residence.

The Shire shall set up an email account for the Wickepin Caravan Park.

The Managers shall keep a record of all telephone calls relating to the management and caretaking of the Park and the Shire shall pay for all recorded telephone calls that relate to the management and caretaking of the Park

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:

death of the Managers;

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

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:

the Managers defaults in the observance or performance of any term or condition of this Agreement; and

the Managers fails to remedy the default (if it is capable of remedy) within seven (7) days of the Shire giving notice in writing to the Managers specifying the default and requiring the default to be remedied;

then the Shire may:

enter the Park and undertake any works, repairs or maintenance that are required to be done under this Agreement by the Managers;

refer the matter to arbitration pursuant to clause 5.6; or

by notice in writing given to the Managers terminate the contract, without prejudice to any other powers, rights, authorities or remedies against the Managers under the Agreement or otherwise.

5.4 Discretion to terminate

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

is unable by reason of illness or any other cause to act as Managers of the Park and manage and administer the Park for any extended period not less than 21 days;

is guilty of any personal misconduct that would detract from the Managers ability to properly and adequately discharge the duties and obligations under this Agreement; or

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

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

5.5 Retention of rights and remedies upon termination

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

5.6 Arbitration

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.

Upon receipt of the notice of dispute, the Parties must attempt to agree upon an appropriate procedure for resolving the dispute.

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.

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.

The arbitrator shall determine the dispute between the Parties and any award made by the arbitrator shall be final and binding upon the Parties.

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.

If any dispute or disagreement relating to this Agreement is referred to arbitration the Agreement shall continue to be in force.

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

5.7 Transfer after termination

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

5.8 No compensation after termination

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

GENERAL

6.1 Notices

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:

if delivered personally to or left at the address of the Party appearing in this Agreement;

in the case of the Managers, if delivered to or left at the Park during normal business hours (8.30am to 5.00pm); or

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

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

The parties acknowledge that:

the Shire shall not deduct any income taxation from the remuneration in Item 2 of the Schedule, and it is the responsibility of the Managers to pay all such taxes as are appropriate;

the Shire shall not pay any superannuation in relation to the Managers management and caretaking of the Park;

the Shire shall not pay any worker's compensation in relation to the Managers management and caretaking of the Park; and

the Managers shall not be entitled to any holiday pay, long service leave, sickness benefits nor any other benefit arising under any statute or industrial award or agreement that may be conferred upon persons who are employees.

6.3 Waiver

A waiver of any term or condition of this Agreement must be in writing.

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.

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.

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

6.4 Severability

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

SCHEDULE

Item 1 - Term –

1 September 2019 to 30 June 2021

Item 2 - Remuneration

a sum equal to 15% of the gross takings of all paid bookings at the Park, payable monthly;

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.

GOVERNANCE, AUDIT AND COMMUNITY SERVICES**10.2.09 – Albert Facey Homestead Committee Recommendations**

Submission To:	Ordinary Council
Location/Address:	Whole Shire
Name of Applicant:	Mark Hook, Chief Executive Officer
File Reference:	CR.MEE.208
Author:	Lara Marchei, Executive Services Officer
Disclosure of any Interest:	Nil
Date of Report:	15 August 2019

Enclosure/Attachments: Nil.

Background:

The Albert Facey Homestead Committee meeting was held on Monday 5 August 2019.

Comments:

The Albert Facey Homestead Committee meeting was held on Monday 5 August 2019 and passed the following recommendation:

Moved Charlotte Astbury / Seconded Margaret Fleay

That Lucy Satori go ahead and purchase curtain fabric to make curtains for the Albert Facey Homestead.

Carried 6/0

Statutory Environment: Nil.

Policy Implications: Nil.

Financial Implications: Nil.

Strategic Implications: Nil.

Recommendations:

That Council pass the following recommendation:

1. That Lucy Satori go ahead and purchase curtain fabric to make curtains for the Albert Facey Homestead.

Voting Requirements:

Simple majority.

11. President's Report

Submission To:	Ordinary Council
Location / Address:	Whole Shire
Name of Applicant:	Julie Russell, President
File Reference:	FM.FR.1211
Author:	Julie Russell, President
Disclosure of Interest:	Nil
Date of Report:	13 August 2019

On Friday 26 July I attended the Wheatbelt South Regional Road Group meeting in Wickepin with the CEO. Various matters were discussed including the new guidelines for WANDRRA funding where there is now much scrutiny by Auditors of "before and after" evidence and so making it prudent practice to be taking photos at regular intervals of our assets in road infrastructure so we have them on file in case of a severe weather event claim for funding.

WALGA representative Mel Sherwill delivered a report on Local Government Road Assets and Expenditure (Wheatbelt South Region) that was prepared by Ian Duncan which helps to map trends of road, bridge and culvert consumption, funding, expenditure and state of the assets over the past 5 years.

Rodney Thornton from WALGA Roadwise reminded councils that a Future Road Safety Strategy is being developed and input is welcomed at the Narrogin forum on 3 September 2019. Changes to the MRD Heavy Vehicles Agricultural Pilot programme was noted to have been extremely poorly publicised by Main Roads, resulting in much confusion in the Agricultural Sector and a request will be taken back to Main Roads WA for more clarity on this issue.

Garrick Yandle gave a presentation of the report on the Wheatbelt Secondary Freight Route where 42 local governments have combined to form the "Preferred Freight Route Map" of over 4,000km of local government roads that are needed to be revitalised to "minimum standards" by state, federal and local government funding to create the preferred freight routes onto state roads and to the destination of the freight being carried. It was noted that there is a big area within the Wheatbelt South Regional Road Group area stretching from Northam-Merredin-Kulin-Narrogin-Brookton that is void of rail and which has an increased reliance in road funding.

Thank you to the CEO and Councillors who attended the WALGA Convention in Perth to represent the Wickepin Shire.

12. Chief Executive Officer's Report

Submission To:	Ordinary Council
Location / Address:	Whole Shire
Name of Applicant:	Mark Hook, Chief Executive Officer
File Reference:	FM.FR.1211
Author:	Mark Hook, Chief Executive Officer
Disclosure of Interest:	Nil
Date of Report:	15 August 2019

Enclosure/Attachments:

Nil.

Staff

The CEO and DCEO held interviews for the position of ESO on Monday 12 August 2019. The successful applicant was Ms Jaye Allington. Jaye comes to the Shire of Wickepin with local government experience in the finance section and has worked for the Shire of Margaret River and Logo Appointments. Jaye will be moving full time to Wickepin and we look forward to a great working relationship with Jaye. Jaye will commence work in a couple of weeks.

Mr Chris Holmes general hand has tendered his resignation to take effect as of 29 August 2019. The Works Manager will advertise a replacement in the near future. We wish Chris all the best in his new endeavours in Carnarvon.

Director General's Roundtable Discussions

Cr Steve Martin and myself attended the round table discussion with Niegel Grazia, Deputy Director Industry and Economic Development General and Heather Brayford, Deputy Director General Sustainability and Biosecurity at Local Government Week and discussed the WSAHA grant application for \$3.36Million. Niegel advised us at the round table that the funding application had been received and was fully supported and all they were waiting for was the sign off by the Minister for the \$3.36 million. Not sure what this means other than they are waiting for a decision. Niegel was very positive that the grant would be approved but we won't know until the announcement is made or we receive an agreement for signing.

Industrial Land TPS4

The CEO held a meeting with Azhar Awang and Eric Anderson at the Shire of Narrogin to discuss council's request regarding the Industrial Land in Wickepin Townsite. Azhar, after the meeting, requested the Department of Planning to provide their views on the Shire of Wickepin looking at alternative sites for industrial land in the Wickepin Townsite. The site discussed with the Department of Planning is the area to the south of the townsite along Dumbleyung Road opposite the existing Shire Depot as this area is relatively close to existing residential area and will require the appropriate buffer.

Following is the reply received from Paul Sewell, Principal planning Officer, Land Use Planning Department of Planning Lands and Heritage.

On the matter you raise my comments follow:

- 1. The Scheme objectives for the Industry zone relate to consolidation of industrial development into appropriate areas, to protect the amenity of abutting zones and to provide for an appropriate standard of industrial development.*
- 2. The existing Industry zone area is centred on Richter and Joyner streets to the north west of the railway line. There are a number of undeveloped (industrial) allotments including unallocated Crown land. Nevertheless there is the beginnings of an industrial development area.*
- 3. The existing Industry zone area is surrounded by land zoned General Agriculture and land reserved for Conservation and Public Purposes, which can provide for a natural buffer to any industrial land uses that may generate impacts to surrounding land.*

4. *Direct access is provided to a major regional road servicing the Townsite and locality.*
5. *The proposed industrial site appears to be in the ownership of the Shire and constitutes a reasonably large portion of Lot 9001 (Lot 9001 has an approximate area of 91 hectares).*
6. *Lot 9001 represents a substantial portion of the land present zoned Rural Residential but undeveloped.*
7. *The existing Industry zone area appears to be smaller in overall size to the proposed industrial site.*
8. *The proposed industrial site is adjacent/nearby to existing and possibly future residential and rural residential development that may constitute sensitive development and that may restrict the type and scale of industrial land use on the proposed site or that requires suitable separation.*
9. *The existing Industry zone area would appear to be more appropriately located for the purposes of satisfying the Scheme objectives expressed in point 1.*
10. *The need/demand for the proposed industrial site/area should be established particularly in consideration of the existing Industry zone area that appears (is more) suitable for further industrial development.*
11. *It maybe that the Shire has a particular industrial use(s)/activity in mind that cannot be reasonably accommodated by/within the existing Industry zone area, which may support a case for the proposed industrial site, inclusive of detailed suitability considerations (land use, environmental, servicing, development requirements etc).*
12. *Consideration should also be given to whether the (further development of the) existing Industry zone area will be detrimentally undermined.*

The DPLH would be supportive of facilitating land use that provides for local employment opportunities, diversifies the services available to residents and the wider local community and that supports economic development of the Wickepin Townsite.

So it may be the case that the Shire can mount a case for a new industrial site/area that will support the needs of the Wickepin Townsite and the locale, on land that is demonstrated capable and suitable for industrial development and for which consideration is given to the potential impacts on the existing Industry zone area.

This in the view of the CEO means that council will need to provide evidence that the proposed new industrial land is required and there are businesses requiring the land usage. Otherwise the changes could be undertaken with a scheme amendment when someone wishes to develop the land in question.

MEETINGS ATTENDED

<u>July 2019</u>	
24	Yealering Primary School P & C V Stacey
26	WBS Regional Road Group Wickepin
30	Shire of Narrogin Planning Department – Industrial Land TPS4
<u>August 2019</u>	
5	Facey Homestead Meeting
7 - 9	WALGA Convention Perth
7	Round Table discussion DPIRD
9	Wickepin Police
9	ESO interviews
13	CDO interview
14	Lifestyle Retirement Committee
19	CDO interview

Delegations to be inserted –

No.	Delegation Name	Delegation To	Delegation Exercised	When Exercised	Persons Affected
A1	Cheque Signing and Account Authorisation	CEO	Payment of Accounts Refer to FM report item 10.2.01 List of Accounts	01/07/2019-31/07/2019	CEO, FM
A2	Septic Tank Application Approvals	EHO			
A3	Building Approvals	BO			
A4	Road Side Advertising	CEO			
A5	Application for Planning Consent	CEO			
A6	Appointment and Termination of Staff	CEO	Appointment: Executive Support Officer – Jayde Allington Resignation: General Hand – Chris Holmes	14/08/2019 14/08/19	Shire of Wickepin Shire of Wickepin
A7	Rates Recovery – Instalment Payments	CEO			
A8	Issue of Orders	CEO			
A9	Legal Advice	CEO			
A10	Permits to Use Explosives	CEO			
A11	Street Stalls	CEO			
A12	Liquor Consumption on Shire Owned Property	CEO	Wickepin Football Club	15/08/19	Community
A13	Hire of Community Halls / Community Centre	CEO	Tara Cook – Wk CC, yoga Brooke Hoskin - Wk CC, bootcamp Wk Netball Club - Wk CC, home game Wk Football Club – Wk CC, Leo Graham Medal Aus Property Inst – Wk CC, Rural Ramble Tamma Grains – Yea Hall, grain seminar Claire Dawes – Yea Hall, community afternoon tea Wk Football Club – Wk CC, D grade wind up	30/07/19 – 24/08/19 22/07/19 – 4/10/19 11/08/19 19/08/19 30/08/19 23/08/19 30/08/19 15/08/19	Community Community Community UGSFL Community Community Community Community
A14	The Food Act 2008 and the Food	CEO			

	Regulations 2009				
A15	The Public Health Act 2016	CEO			

13. Notice of Motions for the Following Meeting

14. Reports and Information

15. Urgent Business

16. Closure

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