



A Fortunate Place

Shire of Wickepin

Minutes

Ordinary Meeting of Council

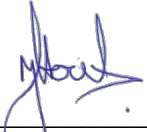
Council Chambers, Wickepin

18 SEPTEMBER 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 18 September 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	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**

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

NAME:

SIGNATURE:

ADDRESS:

TELEPHONE:

MEETING/DATE:

NAME OF ORGANISATION REPRESENTING (if applicable):

QUESTION:

SHIRE OF WICKEPIN QUESTIONS FROM THE PUBLIC

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

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

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**Minutes of an Ordinary Meeting of Council held in Council Chambers,
Wickepin Wednesday 18 September 2019**

The President declared the meeting open at 3.29 pm.

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

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

Chief Executive Officer	Mark Hook
Finance Manager	Erika Clement
Executive Support Officer	Jaye Allington

Observer	John Mearns
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Leave of Absence (Previously Approved)	
Councillor	Allan Lansdell

Apologies

2. Public Question Time

Steve Martin swore in the newly elected Councillors, Julie Russell, Fran Allan and John Mearns.

3. Applications for Leave of Absence/Apologies

NIL

4. Petitions, Memorials and Deputations

NIL

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

Item	Item Title	Councillor/Officer	Interest	Reason
10.1.02	Replacement of vehicle WK2567.	CEO	Impartiality	Daughter works for Edwards Holden.
10.2.07	CEO Annual Leave	CEO	Financial	Staff member taking leave.

6. Confirmation of Minutes

Ordinary meeting of council - Wednesday 21 August 2019

Resolution No: 180919-01

Moved Cr N Astbury / Seconded Cr W Astbury

That the minutes of the Ordinary Council meeting held on Wednesday 21 August be confirmed as a true and correct record.

Carried 7/0

7. Receival of Minutes

RECEIVAL OF MINUTES

7.1 –Townscape and Cultural Planning Committee

Submission To:	Ordinary Council
Location/Address:	Whole Shire
Name of Applicant:	Jaye Allington, Executive Services Officer
File Reference:	CR.MEE.208
Author:	Jaye Allington, Executive Services Officer
Disclosure of any Interest:	Nil
Date of Report:	09 September 2019

Enclosure/Attachments:

Minutes of the Townscape and Cultural Planning Committee Meeting held on Wednesday 04 September 2019.

Summary:

Council is being requested to receive the Townscape and Cultural Planning Committee Meeting held on Wednesday 04 September 2019.

Background:

The Townscape and Cultural Planning Committee Meeting was held on Wednesday 04 September 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 Townscape and Cultural Planning Committee Meeting held on Wednesday 04 September 2019 be received.

Voting Requirements:

Simple majority.

Resolution No: 180919-02

Moved Cr Allan / Seconded Cr Hinkley

That the Minutes for the Townscape and Cultural Planning Committee Meeting held on Wednesday 04 September 2019 be received.

Carried 7/0



Shire of Wickepin

Minutes

Townscape & Cultural Planning Committee

Council Chambers, Wickepin

04 September 2019



Notice of a Townscape and Cultural Planning Committee Meeting

The Townscape and Cultural Planning Committee Meeting of the Shire of Wickepin was held on Wednesday 04 September 2019 at Council Chambers, Wickepin, commencing at 9.45am.

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.

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Terms of Reference

1. Name

Townscape and Cultural Planning Committee

2. Members

Kym Smith
Kevin Coxon
Cr Fran Allan
Sue Astbury
Ted Astbury
Cr Allan Lansdell
Paige Leeson
Tim Cowcher
Spencer Davidson
Ammers Miley
Cr Sarah Hyde

3. Objectives

This Committee deals with issues relating to Townscape and Cultural Planning in the Shire of Wickepin and makes recommendations to the Ordinary Council meeting.

The Townscape and Cultural Planning Committee has no delegated authority.

The main functions of the Committee are to:

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

4. Scope/Jurisdiction

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

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

5. Appointment of Committee Members

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

6. Appointment of Committee Chair

A chairperson is appointed every second year at the first Townscape and Cultural Planning Committee meeting after the Local Government elections by the committee members.

7. Meeting Frequency

The Townscape and Cultural Planning Committee meets four times a year, on the second Wednesday of the month at 9.30am.

Meeting dates for 2019 are as follows:

Day	Date	Time
Wednesday	March 13, 2019	9.30am
Wednesday	June 12, 2019	9.00am
Wednesday	September 4, 2019	9.30am
Wednesday	November 13, 2019	9.30am

8. Related Policies/Bylaws: Nil.

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

[illegible]

SHIRE OF WICKEPIN QUESTIONS FROM THE PUBLIC

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**Minutes of a Townscape and Cultural Planning Committee Meeting held in Council Chambers,
Wickepin - Wednesday 04 September 2019**

The Chairperson declared the meeting open at 9.45am.

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

Cr Fran Allan - Member
Sue Astbury - Member
Ted Astbury - Member
Spencer Davidson – Chair (for meeting 04.09.19)
Cr Sarah Hyde - Member

Mark Hook - Chief Executive Officer
Jaye Allington - Executive Services Officer - Minute Taker

Apologies
Kym Smith - Chair Person
Kevin Coxon – Member
Paige Leeson – Member
Tim Cowcher - Member

Leave of Absence (Previously Approved)
Cr Allan Lansdell - Member

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

Townscape and Cultural Planning Meeting of 12 June 2019:

Moved Ted Astbury / Seconded Fran Allan

That the minutes of the Townscape and Cultural Planning Committee held on 12 June 2019 be confirmed as a true and correct record.

Carried 5 / 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
Concept Plan put out for Community Consultation				✓	
\$35,000 allocated to 19/20 budget for the Concept Plan				✓	

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

○ = in progress ✓ = completed ✕ =superseded

8. Notice of Motions of Which Notice Has Been Given

9. Receipt of Reports & Consideration of Recommendations

9.1 CEO Report to Townscape and Cultural Planning Committee

Submission To:	Ordinary Council
Location/Address:	Whole Shire
Name of Applicant:	Mark Hook, Chief Executive Officer
File Reference:	CR.MEE.206
Author:	Mark Hook, Chief Executive Officer
Disclosure of any Interest:	Nil
Date of Report:	21 st August 2019

Enclosure/Attachments: Nil

Staff

The CEO has appointed Ms Diana Blacklock to the position of Community Development Office with the Shire of Wickepin. Diana will be starting in the first week of September 2019. Diana comes with experience from the Wagin Woolorama and has 15 years' experience in supporting and coordinating projects. Diana will be residing in Wickepin for the three days.

Yealering Foreshore

There will be a meeting of the Living Lakes steering committee and NRM on the 3rd September 2019 and I will report to the Townscape Committee any items that come out of this meeting. The consultant has finalised the destination marketing strategy, which will be presented at this meeting. The Wheatbelt NRM are getting ready to release the Request for quote for the landscape architect for both Lake Yealering and Ewlyamartup. A large part of this will be consultation but also looking at the concept plans and Turning them into something that is essentially constructible.

Wickepin Playground

As of the 21st August 2019 Council has received five Wogolin Playground Concept Forms with the following Comments.

1. Skate park equipment be relocated to Yealering. Possible location could be near the existing bike park we have alongside the tennis club.
2. Request that the climbing playground equipment be relocated into Honeyman Park alongside the Yealering Hotel.
3. Congratulate shire on the design of the new playground to be considered for the town, surrounding communities and travelers passing through.
4. Road Safety Fences
5. Zebra/Pelican Crossing or an overpass
6. Reduced Speed limit
7. More Seating and Shade
8. Half-Court Basketball

Comments close on the 4th October at 4.00pm.

Recommendation:

That Townscape and Cultural Planning Committee notes the Chief Executive Officer's report dated 21st August 2019.

Voting Requirements:

Simple majority.

Moved Fran Allan / Seconded Ted Astbury

That the Townscape and Cultural Planning Committee notes the report from the Chief Executive Officer dated 21 August 2019.

Carried 5 /0

10. Notice of Motions for the Following Meeting

11. Reports & Information

11.1 Other matters raised by members: Resignation

Ammers Miley has resigned as a member of the Townscape and Cultural Planning Committee.

11.2 Lee Parker Thank You Letter – T Astbury

Ted Astbury commended Lee Parker on her work and asked that a Thank You letter be sent to outline what an outstanding job she did on the Townscape Committee.

Moved Ted Astbury / Seconded Fran Allan

That a Thank You letter from the Townscape and Cultural Planning Committee be sent to Lee Parker

Carried 5 /0

11.3 WA Wildflower Society – S Astbury

The WA Wildflower Society will be visiting Harrismith on 26 September and 06 October. Advertising will be done in the Shire Newsletter, on Facebook and in the Watershed. Sue to send through photos and information to the ESO.

11.4 Harrismith Hall Toilets and Keys – S Astbury

Sue's keys for the hall wouldn't work recently and she asked if the locks had been changed.

Mark is not aware of any lock changes.

Sue advised that the toilets are dirty whenever she visits them and has had to clean them on a number of occasions. The CEO will arrange for them to be checked and cleaned on a more regular basis.

11.5 Excess Gravel from Roadworks – S Astbury

Sue requested that the excess gravel that has been dumped at the Harrismith town entry near the railway line be removed as it is an eyesore and will soon start growing weeds. Mark confirmed that this will be done.

11.6 Overflow for Harrismith C/park – S Astbury

Sue asked if the Harrismith Hall can be used as an overflow for the Caravan Park. The CEO approved the request.

11.7 Reports: King Treecare Report

The CEO submitted the King Treecare Report to members and asked them to review it. The CEO will issue a report for Council and the Townscape Committee once the document had been assessed.

11.8 Lake Yealering Progress Association – Playground Equipment

Submission To:	Ordinary Council
Location/Address:	Yealering
Name of Applicant:	Lake Yealering Progress Association
File Reference:	RC.LIA.2404 / CR.MEE.206
Author:	Mark Hook, Chief Executive Officer
Disclosure of any Interest:	Nil
Date of Report:	21 st August 2019

Enclosure/Attachments:

Letter from Lake Yealering Progress Association dated 30th July 2019

Summary:

The Townscape and Cultural Planning Committee is being requested to receive the letter from the Lake Yealering Progress Association and to leave any decision on the relocation of any of the playground equipment on the Main street of Wickpin until the comments and the final concept plan is completed for the Wogolin Road Recreational Area.

Background:

The CEO received the attached letter from the Lake Yealering Progress Association making the following comments.

1. Existing skate park and playground equipment to be relocated.
2. CEO mentioned Wickpin Playgroup interested in the playground.
3. Progress requests the skate park equipment be relocated to Yealering possible location near existing Bike Park alongside tennis club.
4. Climbing playground equipment to be relocated into Honeyman Park alongside Yealering Hotel.

Comments:

There has been no decision made on any relocation of the playground equipment or Skate Park as part of the Wogolin Road Recreational Area. The comments were made by the CEO at the last Townscape meeting as possible areas where they may be moved to.

Any decision on this matter should be held over until all comments have been received on the proposed Wogolin Road Recreational Area and the concept plan has been finalised.

Statutory Environment: Nil

Policy Implications: Nil

Financial Implications: None at this stage

Strategic Implications: Nil

Recommendations:

1. That the letter from the Lake Yealering Progress Association be received.
2. That this matter be deferred until all comments are received on the Wogolin Road Recreational Area and the concept plan has been finalised

Voting Requirements:

Simple majority.

Moved Sue Astbury / Seconded Cr Sarah Hyde

1. That the letter from the Lake Yealering Progress Association be received.
2. That this matter be deferred until all comments are received on the Wogolin Road Recreational Area and the concept plan has been finalised

Carried 5/0

11.9 Wickepin She Shed He Shed – Placement of Shed Sculptures

Submission To:	Ordinary Council
Location/Address:	Wickepin
Name of Applicant:	Wickepin She Shed He Shed
File Reference:	CR.MEE.206 / RC.LIA.2404
Author:	Mark Hook, Chief Executive Officer
Disclosure of any Interest:	Nil
Date of Report:	21 st August 2019

Enclosure/Attachments: Nil

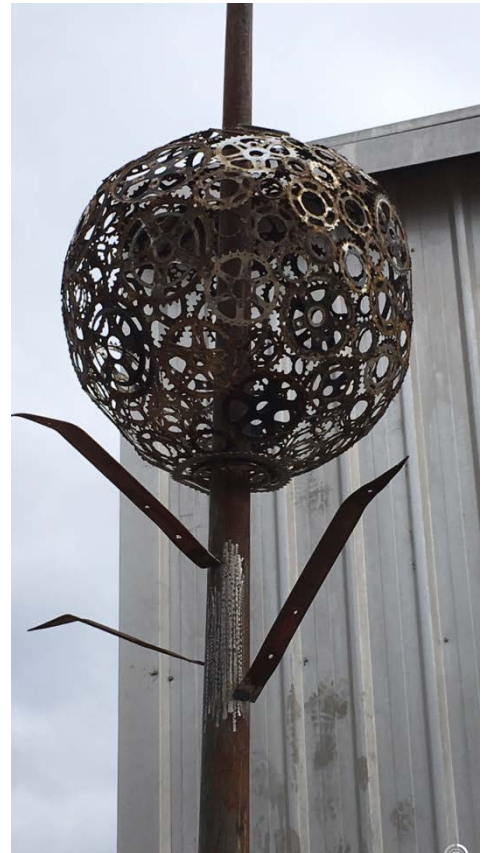
Summary:

The Townscape and Cultural Planning Committee is being requested to approve of the placement of two community sculptures completed by the Wickepin She Shed He Shed group they would like erected in Wickepin.

Background:

Following is the letter received from the Wickepin She Shed He Shed group:

As we have discussed previously, the Sheddors have now completed two community sculptures they would like erected near the main street in Wickepin and accordingly we seek approval for their installation from the Townscape committee.



Our preferred option for the positioning of the ball sculpture pictured is at the end of the memorial wall in the space shown in the photo. We are aware of the development of the nature playground in this vicinity but have noticed there is little building in this particular zone. The second option of the ball sculpture is at the end of the bridge handrail on the eastern side of the creek.



Our second sculpture celebrates our Shires emblem and as such we feel to have this erected in the Shire garden in the area shown would add a point of interest to the building.

Both of these structures have taken many months of construction and the She Shed He Shed feel very passionate about their positioning so we would encourage the committee to contact us if they have reservations about these suggested sites. Both sculptures can be viewed at the shed as they are outside. We look forward to hearing from you soon.

Comments:

The CEO cannot see a problem with the erection of the two completed community sculptures by the Wickepin She Shed He Shed Group in the locations shown in the letter received and recommends approval for their installation from the Townscape committee.

Statutory Environment: Nil

Policy Implications: Nil

Financial Implications: No cost to the Shire of Wickepin all done by Volunteer labour.

Strategic Implications: Nil

Recommendations:

That the Townscape Committee recommend to Council that approval be given to the Wickepin She Shed He Shed Group to place the two completed community sculpture in the following locations:

1. Ball sculpture to be positioned at the end of the memorial wall in the space shown in the photo



2. Second sculpture celebrating the Shire Emblem be erected in the Shire garden in the area shown in the following picture



Voting Requirements:
Simple majority.

Moved Ted Astbury /Cr Sarah Hyde Seconded

That the Townscape Committee recommend to Council that approval be given to the Wickepin She Shed He Shed Group to place the two completed community sculpture in the following locations:

1. Ball sculpture to be positioned at the end of the memorial wall in the space shown in the photo
2. Second Sculpture celebrating the Shire Emblem be erected in the Shire garden in the area show in the above photo.

Carried 5/0

12. Urgent Business

13. Closure

The next Townscape and Cultural Planning Committee Meeting will be held on 13 November 2019.

There being no further business the Chairperson declared the meeting closed at 10.25am.

Actions Requested from meeting

<i>Subject/Action</i>	<i>Officer</i>
Cleaning of Harrismith Hall toilets to be done on a more regular basis.	CEO
Gravel from roadworks near entry and Rail Line in Harrismith to be removed.	CEO
Advertise WA Wildflower Society visit to Harrismith.	Sue Astbury
Thank you letter to be written to Lee Parker for her work on the Townscape committee.	CEO

8. Status Report

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

Item	Subject	Officer	Progress	Status	Action
1002-210819-18	Replacement of Facey Vehicle WK710	CEO	Vehicle has been purchased from Narrogin Mitsubishi as per quote accepted by Council.	✓	Vehicle has been purchased, waiting on confirmation for collection.
1003-210819-19	Bush Fire Control Officer's Meeting Recommendations	CEO	Appointments made per recommendations and approved by Council.	✓	Advert approved to be in Narrogin Observer 12/09/19.
1004-210819-20	WA Kaolin Road Maintenance Agreement Sparks Road	CEO and Shire President	CEO and Shire President to sign the letter of agreement with WA Kaolin Holdings.	✓	Waiting for original to be received for signing.
1005-210819-24	Community Grant Application – Yealering Primary School P&C	CEO	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.	✓	Letter sent advising decline of grant application.
1006-210819-25	Wickpin CRC - Library Agreement	CEO	That the CEO forwards the attached draft agreement to the Wickpin CRC for comment, with the following change: Change term of agreement from 5 years to 3 years.	✓	Letter sent, waiting for reply.
1007-210819-26	Harrismith Caravan Park – terminate previous agreement and propose new agreement	CEO	Management of Caravan Park offered under Agreement approved by Council.	✓	Notice sent terminating current agreement and proposal of new agreement.
1008-210819-26	Wickpin Caravan Park – Management agreement	CEO	Management of Caravan Park offered under Agreement approved by Council.	✓	Agreement sent for signing.

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

NIL

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:	11 September 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 – gravel is pushed, just waiting for the ground to dry so we can start drainage works. This will be the start of October.

Maintenance Works

- Maintenance: the two graders are currently working on shoulders. They are on Stock Route road heading back to Wickepin on the Harrismith Rd.
- Pot-hole patching is on-going.
- Signage maintenance is on-going.

Occupational Health and Safety

- Lost time injury nil for the month.
- No incidents for the month.

Workshop

- We have had a subcontractor in do works while Robert has been on leave.

Parks and Gardens

- General mowing and whipper snipping is on-going.
- Walk trail maintenance is on-going
- General maintenance at Lake Yealering and Harrismith.
- Yealering: I have asked 6 tree companies to quote on level one works that was required in the report.

Plant and Equipment

- WK1915 Hino 17 ton truck repairs have been authorised to City Panel Beaters, it will be about four to six weeks before it is fixed.
- Bobcat: there is a problem with the plant shutting down by its self it, is at Clark Equipment being repaired and we have a replacement bobcat at their cost (while it is being repaired).
- The back-hoe and truck quotes will go out in October and they will close in November for review in the December meeting.
- The Supervisors Ute: Peter prefers the Mitsubishi Ute but will be happy with whatever Council decides on.

Other Information

- Regarding the trees at Yearling and stump grinding them, I have asked the price to be separated to see if it is viable to purchase one. I would think the cost will be about \$6,000 for the stumps in Yealering. In 2018, the shire spent \$4,680 on stump grinding. Also, we have the Wickepin Pingelly Rd trees as well, there are three of them. The price for a new one that fits the bobcat is \$16,500.
- I have quotes back for RFQ 1 2019/2020. Gravel pushing, pit rehabilitation work, clearing of road verges, general cut to fill and earthworks, rubbish tip maintenance, and cover work. We had two respondents, one from the five that were requested; one from Wagin Earth Moving and the second from AC & EJ Fulford. After reviewing what has been submitted I am recommending the works go to AC & EJ Fulford. Contractors that were asked to submit a quote were Narrogin Plant Hire, Narrogin Earth Moving, Wagin Earth Moving, AC & EJ Fulford and Halanson Earthmoving.

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 11 September 2019.

Voting Requirements:

Simple majority.

Resolution No: 180919-03

Moved Cr Hinkley / Seconded Cr Hyde

That council notes the report from the Manager of Works and Services dated 11 September 2019.

Carried 7/0

The CEO has a Declaration of Interest (Impartiality) in the next item and left the meeting at 3.42pm.

TECHNICAL SERVICES

10.1.02 – Replacement of Vehicle WK 2567

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:	04 September 2019

Enclosure/Attachments:

Nil.

Summary:

Council is being requested to accept the quote from Edwards Holden for a 2019 MY20 Holden LS Colorado Dual Cab, Cab Chassis 2.8L Diesel Auto with the following accessories at a changeover price of \$27,990.00 GST Inclusive.

1. Steel tray and sides
2. Towing Package
3. Electric Brakes
4. Reverse Camera
5. Steel Bullbar
6. Light Bar
7. 80 Channel UHF
8. Rhino Rack
9. Flashing Beacon
10. 2 Work Lights
11. Canvas Seat Covers
12. Long Range Tank
13. Side Steps

Background:

The 2019/2020 Budget includes within the plant replacement program the replacement of the Mitsubishi Triton WK 2567 Dual Cab 4X4 used by Peter Bransby.

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 Auto Centre
2. Narrogin Mitsubishi
3. Narrogin Toyota
4. Edwards Holden – Narrogin
5. Narrogin Mazda

Council has received the following quotes as of the 04 September 2019.

	Edwards Holden	Narrogin Mazda	Narrogin Toyota	Narrogin Toyota	Narrogin Ford	Narrogin Ford	Narrogin Mitsubishi	Narrogin Mitsubishi	Narrogin Nissan	Narrogin Nissan
	2019 MY20 Holden LS Colorado Dual Cab Cab-chassis Auto 2.8 ID	BT-50 U 6Auto 3.2L Dual C/CH XT 4X4	Hilux 4X4 2.4L DSL D/C/C 6AT Workmate	Hilux 4X4 2.4L DSL D/C/C 6AT SR	Ranger 2019 75MY Double PU XLT ABML1 3.2L TDCI 6S A 4X4 Double Pick up	Ranger 2019 75MY Double PU XLS ABML1 3.2L TDCI 6S A 4X4 Double Pick up	2018 Mitsubishi MR4T40 Auto 2.45 Dsl MY19 Triton GLX Launch Pack Dual Cab C/C	MR4X47 Triton GLS 2.4IL D 6A/T 4X4 DC PU Dual Cab	Navara 4X4 2.3DSL Auto DC ST-X CN CRCAB	2019 Navara 4X4 2.3DSL Auto DC ST CRCAB
Price inclusive of options	46,486.80	52,205	52,299.90	54,686.40	63,877.51	57,523.19	49,940.30	53,245.60	61,457.50	52,532.50
Steel tray and sides	3,300	3,172.73	2,915.50	2,915	3,181.82	3,181.82	Included in bull bar price	3,181.82	3,181.82	3,181.82
Steel Bull Bar	2,600	2,272.73	2,030.58	2,096.69	3,670	3,470	9,900	3,621.82	2,409.09	2,381.82
Towing Package	960	954.55	909.08	909.08		1,145.45	Included in bull bar price	1,018.18	918.18	918.18
Side Steps	1,100									
Reverse Camera	430	545.45	457.51	457.51			Included in bull bar price			
XLT Tech Pack					727.27					
Canvas seat covers	800	722.73	736.29	706.17	550	550	605	550.00	550	550
Floor Mats			109.92	109.92						
Light Bar	450	481.82	481.82	481.82	590.91	590.91		631.82	790.91	790.91
Flashing Beacon	380				1,300 includes work lights	1,300 includes work lights	1,430 includes work lights	1,300 includes work lights	1,300 includes work lights	1,300 includes work lights
2 Work lights	450									
Rhino Rack	300	1,545.45	1,545.45	1,545.45	450	450	495	450	450	450
Beacon										
Electric Brakes	650		550	550	727.27	727.27	Included in bull bar price	727.27	727.27	
Tie down Points			263.64	263.64			300			
Long Range Tank	1,700	1,545.45	1,545.45	1,545.45	1,500	1,500	1,870	1,700	1,700	1,700
UHF 80 channel Two way Radio	500	718.18	718.18	718.18	650	650	715	650	650	650
On Road Charges							491.45			
Dealer Delivery		750	750	750	722.73	722.73	1,495	900	425	425
Warranty	5 Year 200,000km									
Less Trade 2015 Mitsubishi Triton WK 2567	18,856.80	15,000	15,000		20,000	20,000	20,000	20,000	20,000	20,000
Change Over GST Inclusive	27,990	37,205	37,299.90	39,686.42	43,877.51	37,523.19	29,940.30	33,245.60	41,457.50	32,532.50

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 Wickpin, 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 Wickpin'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>

The actual change over figure is \$3,191 over the estimated change figure over in Council's 2019/2020 adopted budget. There was savings of \$6,993.77 on the changeover of WK701 so the under and over budget expenditure will sort itself out at the end of year if all other changeover are within budget estimates.

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 Mitsubishi triton WK 2567 Dual Cab 4X4 is \$22,000 GST Exclusive.

Strategic Implications:

Nil.

Recommendations:

That Council accept the quote from Edwards Holden for a 2019 MY20 Holden LS Colorado Dual Cab, Cab Chassis 2.8L Diesel Auto with the following accessories at a changeover price of \$27,990.00 GST Inclusive.

1. Steel tray and sides
2. Towing Package
3. Electric Brakes
4. Reverse Camera
5. Steel Bullbar
6. Light Bar
7. 80 Channel UHF
8. Rhino Rack
9. Flashing Beacon
10. 2 Work Lights
11. Canvas Seat Covers
12. Long Range Tank
13. Side Steps

Voting Requirements:

Simple majority.

Resolution No: 180919-04**Moved Cr Martin / Seconded Cr N Astbury**

That Council accept the quote from Edwards Holden for a 2019 MY20 Holden LS Colorado Dual Cab, Cab Chassis 2.8L Diesel Auto with the following accessories at a changeover price of \$27,990.00 GST Inclusive.

1. Steel tray and sides
2. Towing Package
3. Electric Brakes
4. Reverse Camera
5. Steel Bullbar
6. Light Bar
7. 80 Channel UHF
8. Rhino Rack
9. Flashing Beacon
10. 2 Work Lights
11. Canvas Seat Covers
12. Long Range Tank
13. Side Steps

Carried 7/0

The CEO returned to the meeting at 3.50pm.

TECHNICAL SERVICES

10.1.03 – Wheatbelt Secondary Freight Network Program

Submission To:	Ordinary Council
Location/Address:	Whole Shire
Name of Applicant:	Wheatbelt South Regional Road Group
File Reference:	RD.PRG.2616
Author:	Mark Hook, Chief Executive Officer
Disclosure of any Interest:	Nil
Date of Report:	10 September 2019

Enclosure/Attachments:

WSFN Governance Plan
 WSFN MCA Methodology
 WSFN Program Delivery Plan
 WSFR Map
 WSFN Program Formalisation of Commitment

Summary:

It is requested by the Wheatbelt Secondary Freight Network Steering Committee that the associated 42 Local Governments formalise their commitment to WSFN Program, to be eligible for future funding and project consideration, via a formal resolution of Council.

Background:

The Wheatbelt Secondary Freight Network (WSFN) Program has successfully been allocated \$70 million of Federal funding (ROSI) and this has been matched with State funding of \$17.5 million (reflecting the 80/20 funding agreement). The State funding will be sourced two thirds from the State and one third from the Local Governments whose assets are being upgraded. The available \$87.5M will not be sufficient to upgrade all the identified 80 routes and good governance of this program, and ongoing collaboration between all parties, will be critical in securing additional funding.

Attached is the Program Governance Plan (PGP) which identifies how key governance and administrative aspects will be undertaken to ensure successful delivery of the program. It will assist to outline the structure and processes for decision making and consultation within the Wheatbelt Region Regional Road Groups (WR RRG) and Local Governments. The PGP will provide a framework and guidelines for all members of the WSFN Program to operate within. The PGP will be used to communicate to all stakeholders how the program will be governed. This PGP should be read in conjunction with the attached Program Delivery Plan and the Multi-criteria Analysis (MCA) Methodology documents that provide operational details about how on-ground capital works will be delivered for Stage 1 and beyond.

Now that the initial funding for the delivery of on-ground capital works for Stage 1 has been confirmed, it is proposed that all 42 Local Governments formalise their commitment to WSFN Program, to be eligible for future funding and project consideration. It is requested by the WSFN Steering committee that this formal commitment from all 42 Councils be via a formal resolution of Council, which will entail the presentation and acknowledgement of the following WSFN program documents:

- Project Governance Plan
- Program Delivery Plan
- Multi Criteria Analysis Methodology.

The 42 Council resolutions will be collated as addendums to a formal agreement that the Regional Road Group will sign with the Federal and State Governments on behalf of all 42 LGs associated with the WSFN program formalising the ongoing commitment to the program.

In order to demonstrate best outcomes and value for money it is necessary to develop a transparent process to identify which routes have the highest priority for the limited available funding. A prioritisation of the Wheatbelt Secondary Freight Network routes will via a multi-criteria analysis (MCA) will be developed to score each route based on the available data submitted by Local Governments and the Revitalising Agricultural Region Freight (RARF) strategy being coordinated by the WA State Government. The criteria upon which each route will be assessed in the MCA includes:

Data Set	Description
ROSMA KSI Rate	ROSMA data will be supplied by Main Roads WA. It captures the rate of 'Killed or Serious Injury' (KSI) incidents on a route.
Seal Width	The seal width of the road described as a percentage of the route length, allowing an average seal width will be applied across the route. Seal width will be compared to a minimum seal width of 7m as per a Type 5 road.
Road Condition	Shire's have assessed road condition on a one to five scale, which has been applied as a direct metric. Five indicating very poor condition
ADT Counts	Average Daily Traffic counts provide data on the average number of total vehicles traveling on a road per day over the measurement period, capturing both heavy and light vehicle use.
ESA Counts	An Equivalent Standard Axle is defined as a dual tyred single axle transmitting 8.2 tonne to the pavement. ESA counts are therefore reflective of the total number and load of heavy vehicles that impact a road.

On-ground works for the WSNF program are expected to commence in financial year 2020/21 and be staged over a 3 to 5 year period depending upon Federal Government stipulations.

For the year 2019/20 the WSNF have identified 2 x pilot projects to begin on-ground works and refine project delivery methodologies and processes. These will be \$1 million dollars each and have been identified for the following Shires:

- Wheatbelt North
 - Shire of Victoria Plains
 - Lancelin to Meckering Route
 - Mogumber - Yarawindah Road
 - Project value \$1M
- Wheatbelt South
 - Shire of Quairading
 - Cunderdin to Kweda Route
 - Cunderdin - Quairading Road
 - Project Value \$1M

Comments:

Officers from LGs with prioritised projects will be essential to ensure successful delivery of individual projects. This will provide a great opportunity for knowledge sharing and collaboration across the region. It will allow members of the PTT to undertake both informal and formal training of LGA staff to upskill and improve their technical capacity. Where possible neighbouring LGs will be encouraged to share technical, workforce and plant resources to assist in the efficient on-ground delivery of individual projects.

- Individual Shires will provide the following to the Steering Committee for approval before any funding will be released
 - Scope

- Budget
- Methodology
- Delivery
- WSFN 5 Year Plan incorporated in their LTFP.
- Individual Shires incorporate into Council Budgets Annually.
- Funding will be distributed to LGs via MRWA in accordance with Governance Plan.

Statutory Environment:

Local Government Act 1995.

Policy Implications:

Nil.

Financial Implications:

Local Governments with projects approved over the course of the WSFN program will be required to contribute approximately 7% of each individual project's total cost. The remaining funding will be provided by Federal Government 80% and State Government 13%.

Strategic Implications:

Nil.

Recommendations:

That Council:

1. Formalise their commitment to the program the Wheatbelt Secondary Freight Network Program enabling them to be eligible for future funding and project consideration.
2. Receive the attached WSFN Program documents which outline how the WSFN Steering Committee propose to administer the WSFN Program:
 - Program Governance Plan
 - Program Delivery Plan
 - Multi Criteria Analysis Methodology.
3. Endorse the processes and procedures outlined in the Program Governance Plan which enables the Wheatbelt North and Wheatbelt South Regional Road Groups and the WSFN Steering Committee to make decisions in accordance with in the Program Governance Plan.

Voting Requirements:

Simple majority.

Resolution No: 180919-05

Moved Cr Martin / Seconded Cr Russell

That Council:

1. Formalise their commitment to the program the Wheatbelt Secondary Freight Network Program enabling them to be eligible for future funding and project consideration.
2. Receive the attached WSFN Program documents which outline how the WSFN Steering Committee propose to administer the WSFN Program:
 - Program Governance Plan
 - Program Delivery Plan

- Multi Criteria Analysis Methodology.
- 3. Endorse the processes and procedures outlined in the Program Governance Plan which enables the Wheatbelt North and Wheatbelt South Regional Road Groups and the WSFN Steering Committee to make decisions in accordance with in the Program Governance Plan.

Carried 7/0

TECHNICAL SERVICES

10.1.04 – Jean Sloan Seed Collecting to June 2020

Submission To:	Ordinary Council
Location/Address:	Whole Shire
Name of Applicant:	Jean Sloan - Kondinin
File Reference:	EM.PEWR.1105
Author:	Mark Hook, Chief Executive Officer
Disclosure of any Interest:	Nil
Date of Report:	04 September 2019

Enclosure/Attachments:

Nil.

Summary:

Council is being requested to grant permission to Jean Sloan of Kondinin to collect native plants from reserves (gravel pits, road verges and Townsite reserves) vested to the Shire of Wickpin for the period to 30 June 2020.

With the following conditions:

- Permission is only granted to Jean Sloan
- Appropriate hygiene measures to be followed at all times to prevent the spread of plant disease and weeds.
- All care to be taken to avoid the disturbance of fauna habitat.
- All care to be taken to avoid any disturbance that may lead to soil degradation.
- No damage to be done to the Golf fairways and rough.
- No picking during imposed harvest and vehicle movement bans.
- No picking during Total Fire Ban

Background:

Jean Sloan of Kondinin requests permission to collect native plants from reserves (gravel pits, road verges, Townsite reserves) vested to the Shire of Wickpin for the period to June 2020.

Comments:

Jean Sloan has advised that she currently holds a commercial purpose license number CP60000035 from the Department of Parks and Wildlife.

Jean is anticipating picking the following in the Wickpin Shire for the period to 30 June 2020.

1. Acacia Pulchella
2. Casuarina obesa
3. Hakea prostrata
4. Eucalyptus Astringens
5. Eucalyptus Wandoo

The author of this report can see no issues in granting Jean Sloan a license to collect native plants from reserves (gravel pits, road verges, Townsite reserves) vested to the Shire of Wickpin for the period to 30 June 2020, in line with permission granted in previous years.

Following is an extract from the Department of Parks and Wildlife Flora Licensing Information Sheet.

All flora that is native to Western Australia is protected throughout the State under the Wildlife Conservation Act 1950. Protected flora is defined as any plant (including any wildflower, palm, shrub tree, fern, creeper or vine) and includes any part of a plant, including seeds and spores.

On Crown Land, protected flora may only be taken by individuals who hold a license issued by the Department of Parks and Wildlife (DPAW) under the Wildlife Conservation Act 1950. Persons who wish to take flora for identification, research, education, hobby, or other non-commercial purposes must hold a Scientific or Other Prescribed Purposes (SOPP) License.

Non-commercial collection of flora from private property requires the permission of the property owner, but no license from DPAW.

If the flora is being taken for commercial purposes a Commercial Purposes (CP) License is required. A CP License must be held by each individual taking flora. Before a CP license can be issued, the applicant must demonstrate that they have an area on which they are authorized to harvest flora. This includes the written permission of the government agency or authorized agent that is managing the land. If the land that the applicant wishes to collect on is CALM land/water or managed by the department, the Wildlife Licensing section will seek permission from the relevant DPAW district on the applicant's behalf.

The commercial collection of flora from conservation estate (Nature Reserves, National Parks or Conservation Parks, etc.) is generally not permitted.

CP licensees are required to submit returns of the flora taken under their license, and license renewal is dependent on the satisfactory completion and submission of such returns.

The commercial collection of flora species listed as Priority on the department's "Threatened and Priority Flora List" is also not generally permitted. If applicants wish to take Priority flora they must complete an "Application to Take Priority Flora Species under a Commercial Purposes License" and submit this to the department's Wildlife Licensing Section. Applications will only be approved where the activity will assist in the preservation or protection of the Priority flora species of interest. If successful the applicant will be issued with a CP License which is amended to allow for the taking of specified Priority flora species in the amounts approved by DPAW, and only for use as approved by DPAW.

Protected flora may only be taken from private property by the owner or occupier of the land or by a person who has the owner or occupier's permission. Protected flora taken from private property, whether it be harvested from natural or cultivated stands, may only be sold under a Commercial Producer's (PN) License. A PN license only covers the properties that are listed on the license, therefore if you wish to sell flora taken from other properties not listed on your license you must apply for an additional license. PN licensees are required to submit returns of the flora sold under their license, and license renewal is dependent on the satisfactory completion and submission of such returns. The applicant must state on their application form whether the flora to be sold is taken from Natural (P) or Artificial/Cultivated (A) stands, as well as listing the species and parts to be taken. The renewal of a license is the responsibility of the licensee and will not automatically be granted. Each request for renewal is treated as a new application, so that in the event circumstances change, the appropriate license conditions can be issued. Current letters of authority must be included with each application and the land to which the application relates and proposed species to be harvested must be listed. License renewal is dependent on the satisfactory completion and submission of returns.

Statutory Environment:

Wildlife Conservation Act (1950)

Policy Implications:

Nil.

Financial Implications:

Nil.

Strategic Implications:

Nil.

Recommendations:

That Council grant permission to Jean Sloan of Kondinin to collect native plants from reserves (gravel pits, road verges, and Townsite reserves) vested to the Shire of Wickepin for the period to 30 June 2020

With the following conditions:

- All conditions imposed on License number CP60000035 from the Department of Parks and Wildlife are to be followed at all times.
- Appropriate hygiene measures are to be followed at all times to prevent the spread of plant disease and weeds.
- All care to be taken to avoid the disturbance of fauna habitat.
- All care to be taken to avoid any disturbance that may lead to soil degradation.
- No damage to be done to Golf fairways and rough.
- No picking during imposed harvest and vehicle movement bans
- No picking during Total Fire Bans

Voting Requirements:

Simple majority.

Resolution No: 180919-06**Moved Cr Allan / Seconded Cr Hyde**

That Council grant permission to Jean Sloan of Kondinin to collect native plant seeds from reserves (gravel pits, road verges, and Townsite reserves) vested to the Shire of Wickepin for the period to 30 June 2020

With the following conditions:

- All conditions imposed on License number CP60000035 from the Department of Parks and Wildlife are to be followed at all times.
- Appropriate hygiene measures are to be followed at all times to prevent the spread of plant disease and weeds.
- All care to be taken to avoid the disturbance of fauna habitat.
- All care to be taken to avoid any disturbance that may lead to soil degradation.
- No damage to be done to Golf fairways and rough.
- No picking during imposed harvest and vehicle movement bans
- No picking during Total Fire Bans

Carried 7/0

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:	09 SEPTEMBER 2019

Enclosure/Attachments:

List of Accounts.

Summary:

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

<u>Municipal Account</u>	<u>Vouchers</u>	<u>Amounts</u>
EFT	9678-9684, 9686-9708, 9711-9738	\$ 93975.31
Cheques	15626 - 15628	\$ 6,886.43
Payroll	August	\$ 70,787.00
Superannuation	August	\$ 12,491.06
Credit Card	August	\$ 2,511.75
Direct Deductions	August	\$ 1,029.30
Licensing	August	\$ 29,586.95
	August Total	\$ 217,267.80
Trust		
EFT	9709 - 9710	\$ 61.65
Cheques		
	August Total	\$ 61.65
	Total for August	\$217,329.45

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 \$217,329.45 for August 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.

Resolution No: 180919-07

Moved Cr Hyde / Seconded Cr Allan

That council acknowledges that payments totalling \$217,329.45 for August 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.

Carried 7/0

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:	09 September 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 August 2019 as presented be received.

Voting Requirements:

Simple majority.

Resolution No: 180919-08

Moved Cr Allan / Seconded Cr Martin

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

Carried 7/0

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

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

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Shire of Wickepin**Compilation Report**

For the Period Ended 31 August 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 August 2019 of \$2,741,426.

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

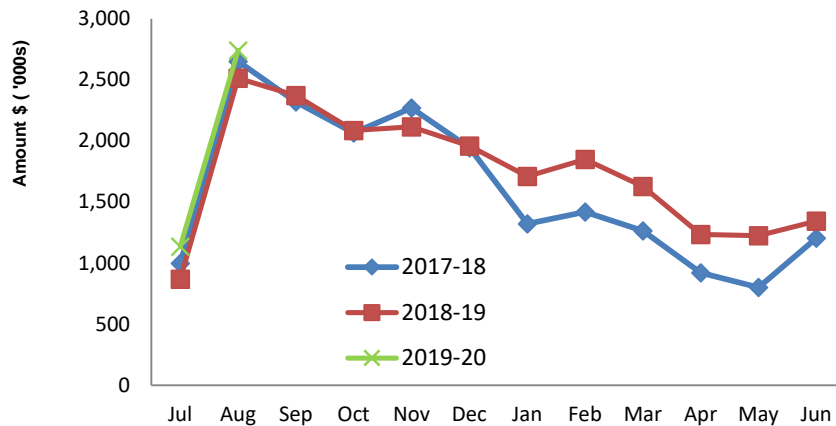
Date prepared: 5-Sep-19

Shire of Wickepin

Monthly Summary Information

For the Period Ended 31 August 2019

Liquidity Over the Year (Refer Note 3)



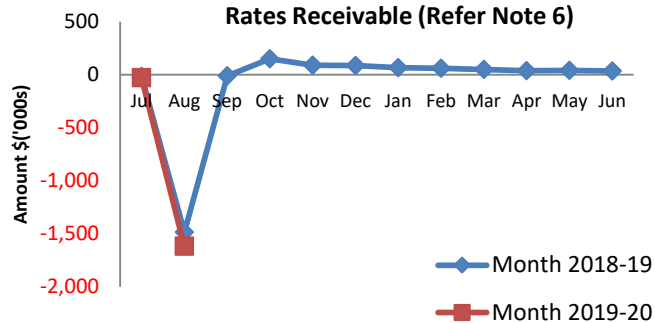
Cash and Cash Equivalents as at period end

Unrestricted	\$	1,346,957
Restricted	\$	2,102,636
	\$	<u>3,449,593</u>

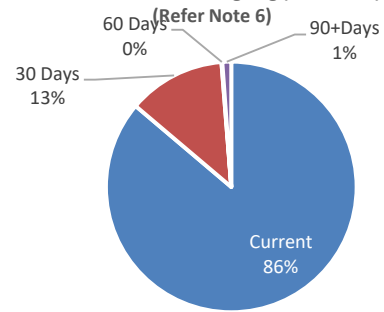
Receivables

Rates	\$	1,618,042
Other	\$	<u>18,633</u>
	\$	<u>1,636,675</u>

Rates Receivable (Refer Note 6)



Accounts Receivable Ageing (non-rates)



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

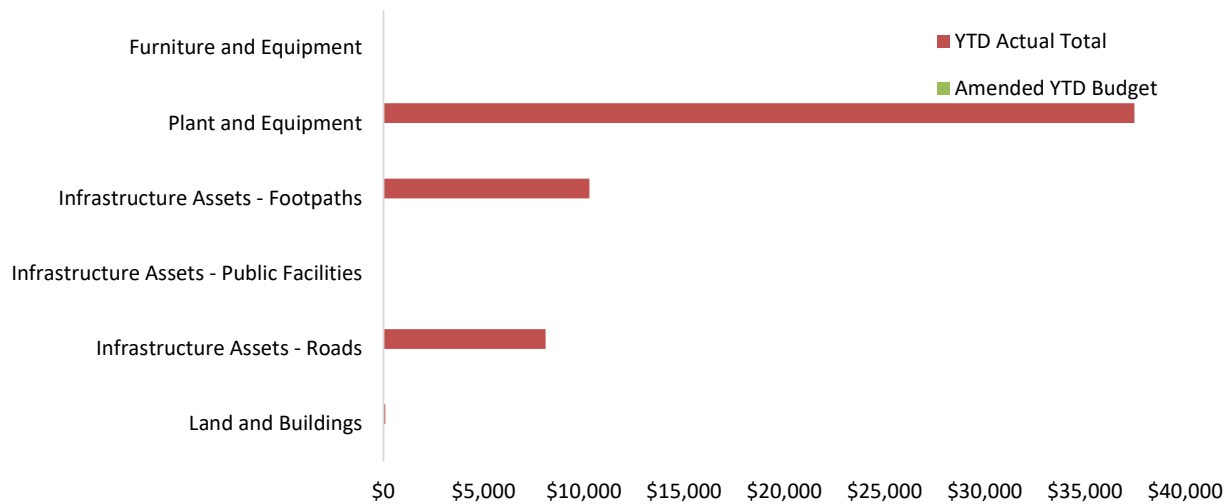
This information is to be read in conjunction with the accompanying Financial Statements and notes.

Shire of Wickepin

Monthly Summary Information

For the Period Ended 31 August 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.

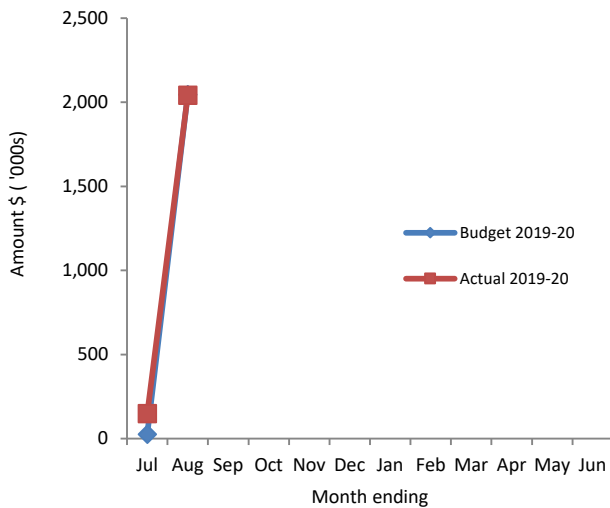
Shire of Wickepin

Monthly Summary Information

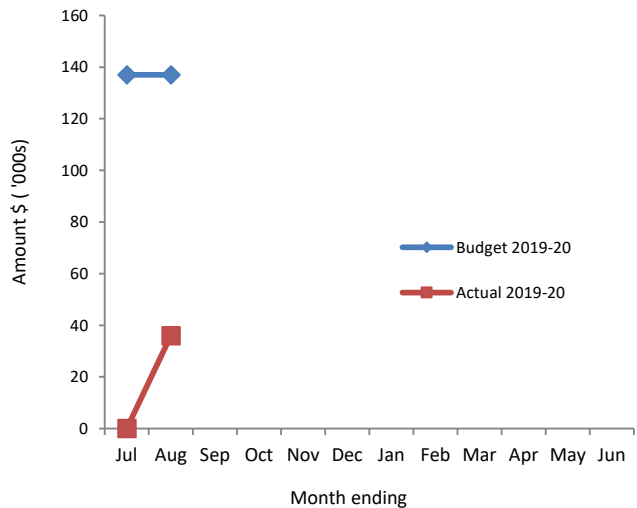
For the Period Ended 31 August 2019

Revenues

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

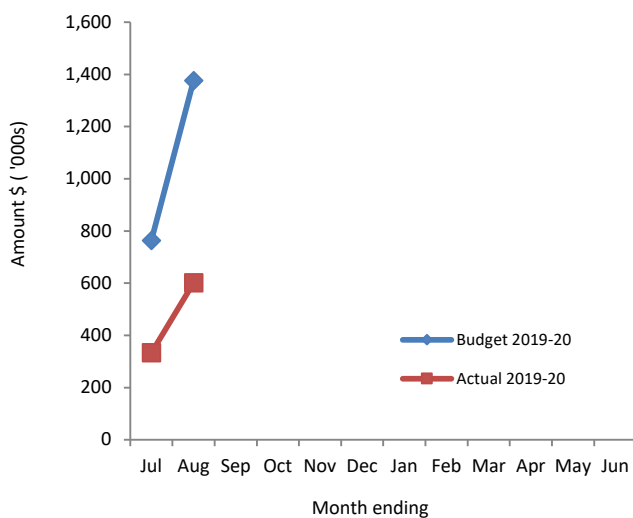


Budget Capital Revenue -v- Actual (Refer Note 2)

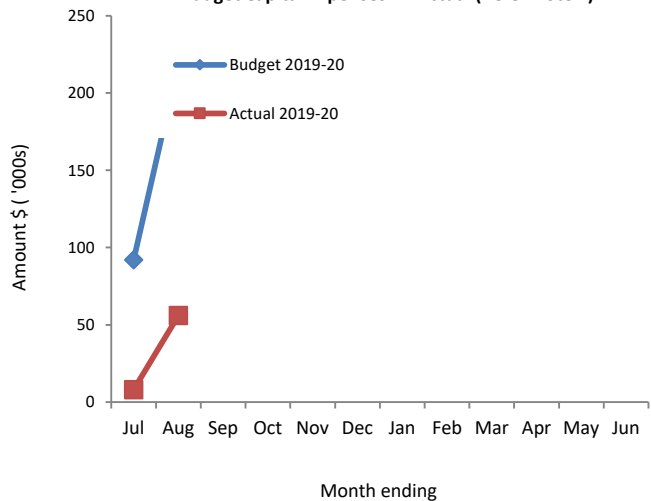


Expenditure

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.

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

	Note	Annual Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var.
Operating Revenues							
Governance		\$ 105	\$ 16	\$ 8,561	\$ 8,545	53408.44%	▲
General Purpose Funding - Rates	9	1,359,691	1,492,532	1,487,525	(5,007)	(0.34%)	
General Purpose Funding - Other		846,523	205,966	197,166	(8,801)	(4.27%)	
Law, Order and Public Safety		82,105	44,844	45,863	1,019	2.27%	
Health		0	0	0	0		
Education and Welfare		300	48	0	(48)	(100.00%)	
Housing		75,250	12,538	13,179	641	5.12%	
Community Amenities		176,322	143,520	144,804	1,284	0.89%	
Recreation and Culture		18,832	3,132	3,135	3	0.11%	
Transport		793,702	126,634	125,908	(726)	(0.57%)	
Economic Services		58,815	9,798	9,495	(303)	(3.09%)	
Other Property and Services		35,500	5,914	6,787	873	14.76%	
Total Operating Revenue		3,447,145	2,044,942	2,042,423	(2,519)		
Operating Expense							
Governance		(463,228)	(144,657)	(110,243)	34,414	23.79%	▼
General Purpose Funding		(84,370)	(14,050)	(12,051)	1,999	14.23%	▼
Law, Order and Public Safety		(225,013)	(67,137)	(61,453)	5,684	8.47%	▼
Health		(25,265)	(4,196)	(2,215)	1,981	47.21%	▼
Education and Welfare		(30,006)	(4,990)	(1,000)	3,990	79.95%	▼
Housing		(158,802)	(25,566)	(19,399)	6,167	24.12%	▼
Community Amenities		(412,024)	(66,890)	(42,119)	24,771	37.03%	▼
Recreation and Culture		(1,083,460)	(177,151)	(85,411)	91,740	51.79%	▼
Transport		(4,750,199)	(791,650)	(157,891)	633,759	80.06%	▼
Economic Services		(221,995)	(36,952)	(25,130)	11,822	31.99%	▼
Other Property and Services		(45,101)	(42,784)	(83,752)	(40,968)	(95.75%)	▲
Total Operating Expenditure		(7,499,463)	(1,376,023)	(600,663)	775,360		
Funding Balance Adjustments							
Add back Depreciation		4,645,059	774,162	0	(774,162)	(100.00%)	▼
Adjust (Profit)/Loss on Asset Disposal	8	48,537	8,090	(673)	(8,763)	(108.32%)	▼
Adjust Provisions and Accruals		0	0		0		
Net Cash from Operations		641,278	1,451,171	1,441,088	(10,084)		
Capital Revenues							
Proceeds from Disposal of Assets	8	205,379	34,230	35,822	1,593	4.65%	
Total Capital Revenues		205,379	34,230	35,822	1,593		
Capital Expenses							
Land Held for Resale		0	0	0	0		
Land and Buildings	13	(1,148,000)	0	(97)	(97)		
Infrastructure - Roads	13	(1,084,348)	(180,728)	(8,082)	172,646	95.53%	▼
Infrastructure - Footpaths	13	(20,000)	(3,334)	(10,266)	(6,932)	(207.92%)	▲
Infrastructure - Drainage	13	(2,300)	0	0	0		
Plant and Equipment	13	(589,379)	(35,182)	(37,459)	(2,277)	(6.47%)	
Furniture and Equipment	13	(5,600)	0	0	0		
Total Capital Expenditure		(2,849,627)	(219,244)	(55,903)	163,341		
Net Cash from Capital Activities		(2,644,248)	(185,014)	(20,080.66)	164,934		
Financing							
Proceeds from New Debentures	10	0	0	0	0		
Proceeds from Advances		0	0	0	0		
Self-Supporting Loan Principal		6,326	3,163	3,669	506	16.01%	
Transfer from Reserves	7	651,221	0	0	0		
Advances to Community Groups		0	0	0	0		
Repayment of Debentures	10	(31,013)	(5,169)	(7,147)	(1,978)	(38.27%)	
Transfer to Reserves	7	(157,138)	0	0	0		
Net Cash from Financing Activities		469,396	(2,006)	(3,477)	(1,472)		
Net Operations, Capital and Financing		(1,533,574)	1,264,151	1,417,530	144,616		
Opening Funding Surplus(Deficit)	3	1,533,574	1,323,897	1,323,897	0	0.00%	
Closing Funding Surplus(Deficit)	3	0	2,588,048	2,741,426	144,616		

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.

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

	Note	Amended Annual Budget	Amended YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var.
Operating Revenues		\$	\$	\$	\$	%	
Rates	9	1,359,691	1,492,532	1,487,525	(5,007)	(0.34%)	
Operating Grants, Subsidies and Contributions	11	934,267	319,106	319,356	249	0.08%	
Fees and Charges		430,494	222,228	233,042	10,814	4.87%	
Service Charges		0	0	0	0		
Interest Earnings		61,500	10,250	1,828	(8,422)	(82.16%)	▼
Other Revenue		0	0	0	0		
Profit on Disposal of Assets	8	4,959	826	673			
Total Operating Revenue		2,790,911	2,044,942	2,042,423	(2,366)		
Operating Expense							
Employee Costs		(1,166,964)	(193,184)	(248,433)	(55,249)	(28.60%)	▼
Materials and Contracts		(1,255,474)	(254,218)	(189,368)	64,850	25.51%	▲
Utility Charges		(169,550)	(27,486)	(22,052)	5,434	19.77%	▲
Depreciation on Non-Current Assets		(4,645,059)	(774,162)	0	774,162	100.00%	▲
Interest Expenses		(2,050)	(340)	(769)	(429)	(126.28%)	
Insurance Expenses		(206,870)	(117,717)	(140,040)	(22,323)	(18.96%)	▼
Other Expenditure		0	0	0	0		
Loss on Disposal of Assets	8	(53,496)	(8,916)	0			
Total Operating Expenditure		(7,499,463)	(1,376,023)	(600,663)	766,444		
Funding Balance Adjustments							
Add back Depreciation		4,645,059	774,162	0	(774,162)	(100.00%)	▼
Adjust (Profit)/Loss on Asset Disposal	8	48,537	8,090	(673)	(8,763)	(108.32%)	▼
Adjust Provisions and Accruals			0	0	0		
Net Cash from Operations		(14,956)	1,451,171	1,441,088	(18,846)		
Capital Revenues							
Grants, Subsidies and Contributions	11	656,234	0	0	0		
Proceeds from Disposal of Assets	8	205,379	34,230	35,822	1,593	4.65%	
Total Capital Revenues		861,613	34,230	35,822	1,593		
Capital Expenses							
Land Held for Resale		0	0	0	0		
Land and Buildings	13	(1,148,000)	0	(97)	(97)		
Infrastructure - Roads	13	(1,084,348)	(180,728)	(8,082)	172,646	95.53%	▲
Infrastructure - Public Facilities	13	0		0	0		
Infrastructure - Footpaths	13	(20,000)	(3,334)	(10,266)	(6,932)	(207.92%)	▼
Infrastructure - Drainage	13	(2,300)	0	0	0		
Heritage Assets	13	0	0	0	0		
Plant and Equipment	13	(589,379)	(35,182)	(37,459)	(2,277)	(6.47%)	
Furniture and Equipment	13	(5,600)	0	0	0		
Total Capital Expenditure		(2,849,627)	(219,244)	(55,903)	163,341		
Net Cash from Capital Activities		(1,988,014)	(185,014)	(20,081)	164,934		
Financing							
Proceeds from New Debentures		0	0	0	0		
Proceeds from Advances		0	0	0	0		
Self-Supporting Loan Principal		6,326	3,163	3,669	506	16.01%	
Transfer from Reserves	7	651,221	0	0	0		
Advances to Community Groups		0	0	0	0		
Repayment of Debentures	10	(31,013)	(5,169)	(7,147)	(1,978)	(38.27%)	
Transfer to Reserves	7	(157,138)	0	0	0		
Net Cash from Financing Activities		469,396	(2,006)	(3,477)	(1,472)		
Net Operations, Capital and Financing		(1,533,574)	1,264,151	1,417,530	144,616		
Opening Funding Surplus(Deficit)	3	1,533,574	1,323,897	1,323,897	0	0.00%	
Closing Funding Surplus(Deficit)	3	0	2,588,048	2,741,426	144,616		

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.

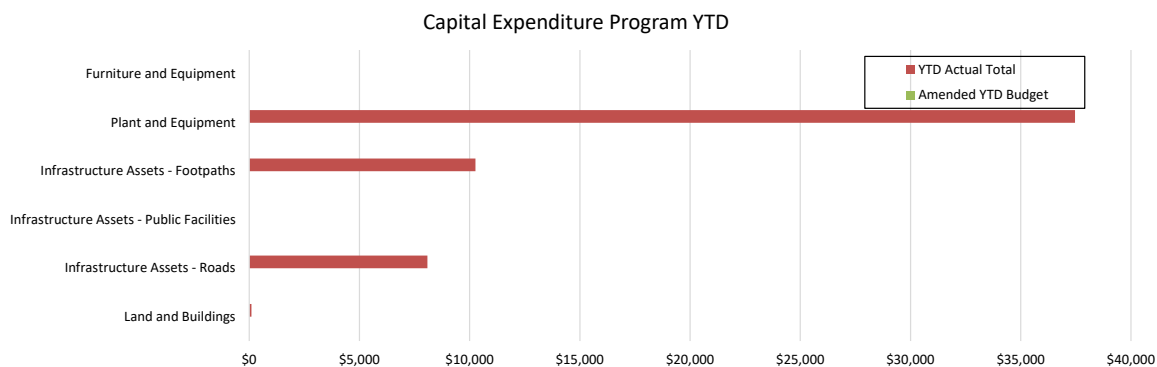
SHIRE OF WICKEPIN
STATEMENT OF CAPITAL ACQUISITIONS AND CAPITAL FUNDING
For the Period Ended 31 August 2019

YTD 31 08 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	97	0	97		1,148,000	97
Infrastructure Assets - Roads	13		8,081	8,081		1,084,348	8,081
Infrastructure Assets - Public Facilities	13	0	0	0			0
Infrastructure Assets - Footpaths	13	0	10,266	10,266		20,000	10,266
Plant and Equipment	13	37,459	0	37,459		589,379	37,459
Furniture and Equipment	13	0	0	0		7,900	0
Capital Expenditure Totals		37,556	18,347	55,903	0	2,849,627	55,903

Funded By:

Capital Grants and Contributions	0	656,234	656,234	656,234
Borrowings	0	0	0	0
Other (Disposals & C/Fwd)	35,822	34,230	205,379	1,593
Own Source Funding - Cash Backed Reserves				
Building Reserve			350,000	
Plant Reserve			34,000	
Aged Accommodation Reserve			267,221	
			0	
			0	
Building Reserve				
Total Own Source Funding - Cash Backed Reserves	0	0	(651,211)	0
Own Source Funding - Operations	20,081	(690,464)	1,336,793	710,544
Capital Funding Total	55,903	0	2,849,627	55,903

Comments and graphs



SHIRE OF WICKEPIN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 August 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 August 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 August 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 August 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 August 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 August 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 August 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.

SHIRE OF WICKPIN
NOTES TO FINANCIAL ACTIVITY STATEMENT
For the Period Ended 31 August 2019

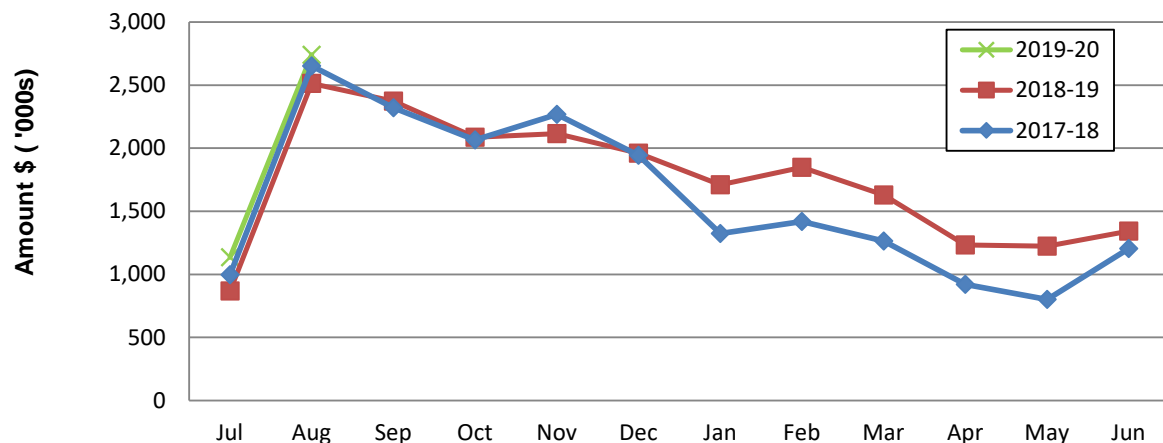
Note 2: EXPLANATION OF MATERIAL VARIANCES

Reporting Program	Var. \$	Var. %	Var.	Timing/ Permanent	Explanation of Variance
Operating Revenues	\$	%			
Governance	8,545	53408.44%	▲	Permanent	Fringe Benefit Refund & Vehicle Insurance Credit
General Purpose Funding - Other	(8,801)	(4.27%)			
Law, Order and Public Safety	1,019	2.27%			
Housing	641	5.12%			
Community Amenities	1,284	0.89%			
Recreation and Culture	3	0.11%			
Transport	(726)	(0.57%)			
Other Property and Services	873	14.76%			
Operating Expense					
Governance	34,414	23.79%	▼	Timing	Depreciation still to be run for 19/20
General Purpose Funding	1,999	14.23%	▼	Timing	Depreciation still to be run for 19/20
Law, Order and Public Safety	5,684	8.47%	▼	Timing	Depreciation still to be run for 19/20
Health	1,981	47.21%	▼	Timing	Depreciation still to be run for 19/20
Education and Welfare	3,990	79.95%	▼	Timing	Depreciation still to be run for 19/20
Housing	6,167	24.12%	▼	Timing	Depreciation still to be run for 19/20
Community Amenities	24,771	37.03%	▼	Timing	Depreciation still to be run for 19/20
Recreation and Culture	91,740	51.79%	▼	Timing	Depreciation still to be run for 19/20
Transport	633,759	80.06%	▼	Timing	Depreciation still to be run for 19/20
Economic Services	11,822	31.99%	▼	Timing	Depreciation still to be run for 19/20
Other Property and Services	(40,968)	(95.75%)	▲	Timing	
Capital Revenues					
Grants, Subsidies and Contributions	0				
Proceeds from Disposal of Assets	1,593	4.65%		Timing	Assets still to be purchased
Capital Expenses					
Land and Buildings	(97)				
Infrastructure - Roads	172,646	95.53%	▼	Timing	Road Program yet to be started
Infrastructure - Footpaths	(6,932)	(207.92%)	▲	Timing	Footpaths Program still to be completed
Plant and Equipment	(2,277)	(6.47%)			
Furniture and Equipment	0		▲	Timing	Phone system still be purchased
Financing					
Loan Principal	(1,978)	(38.27%)			

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

Note 3: NET CURRENT FUNDING POSITION

		Positive=Surplus (Negative=Deficit)		
	Note	YTD 31 Aug 2019	30 June 2018	YTD 30 Aug 2018
		\$	\$	\$
Current Assets				
Cash Unrestricted	4	1,346,957	1,462,532	975,440
Cash Restricted	4	2,102,636	2,102,637	1,274,113
Receivables - Rates	6	1,618,042	34,530	73,835
Receivables -Other	6	18,633	15,076	112,223
Interest / ATO Receivable/Trust		13,067	31,485	27,693
Inventories			0	0
		5,099,335	3,646,261	2,463,304
Less: Current Liabilities				
Payables		(71,934)	(23,397)	(26,842)
Provisions		(183,339)	(196,330)	(144,743)
		(255,273)	(219,727)	(171,586)
Less: Cash Reserves	7	(2,102,636)	(2,102,637)	(1,274,113)
Net Current Funding Position		2,741,426	1,323,897	1,017,605

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

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

Note 4: CASH AND INVESTMENTS

	Interest Rate	Unrestricted \$	Restricted \$	Trust \$	Total Amount \$	Institution	Maturity Date
(a) Cash Deposits							
Municipal Bank Account	0.00%	559,501			559,501	ANZ	At Call
Reserve Bank Account	0.00%		636		636	ANZ	At Call
Trust Bank Account	0.00%			9,142	9,142	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%	786,756			786,756	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		1,346,956.92	2,102,636.02	143,751.53	3,593,344.47		

Comments/Notes - Investments

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

Note 5: BUDGET AMENDMENTS

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

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

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

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

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

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

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

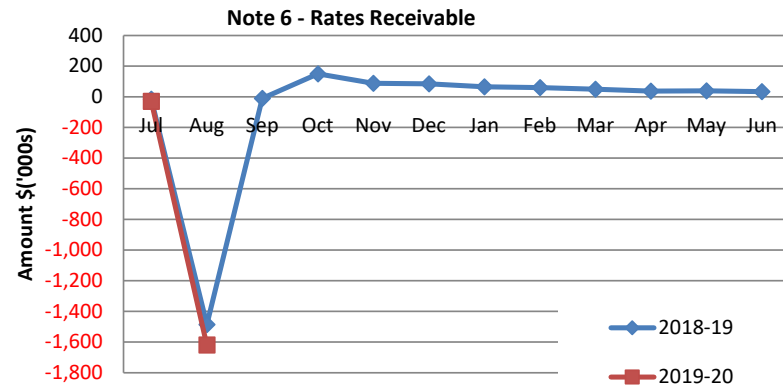
Note 6: RECEIVABLES**Receivables - Rates Receivable**

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

Net Rates Collectable

% Collected

YTD 31 Aug 2019	30 June 2017
\$ 19,522	\$ 25,543
1,660,272	1,497,589
(61,752)	(1,503,610)
1,618,042	19,522
1,618,042	19,522
3.68%	98.72%



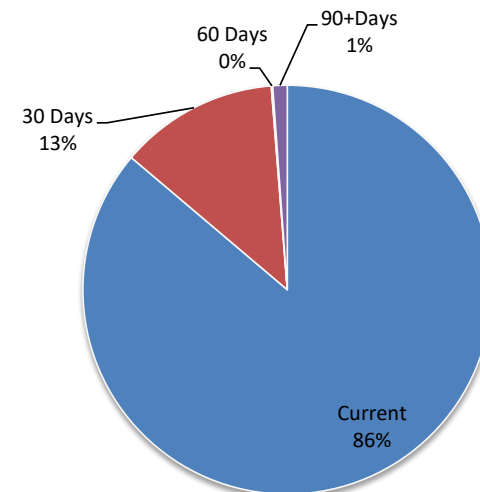
Comments/Notes - Receivables Rates

Receivables - General

	Current	30 Days	60 Days	90+Days
	\$	\$	\$	\$
Receivables - General	16,058	2,341	21	212

Total Receivables General Outstanding**18,633**

Amounts shown above include GST (where applicable)

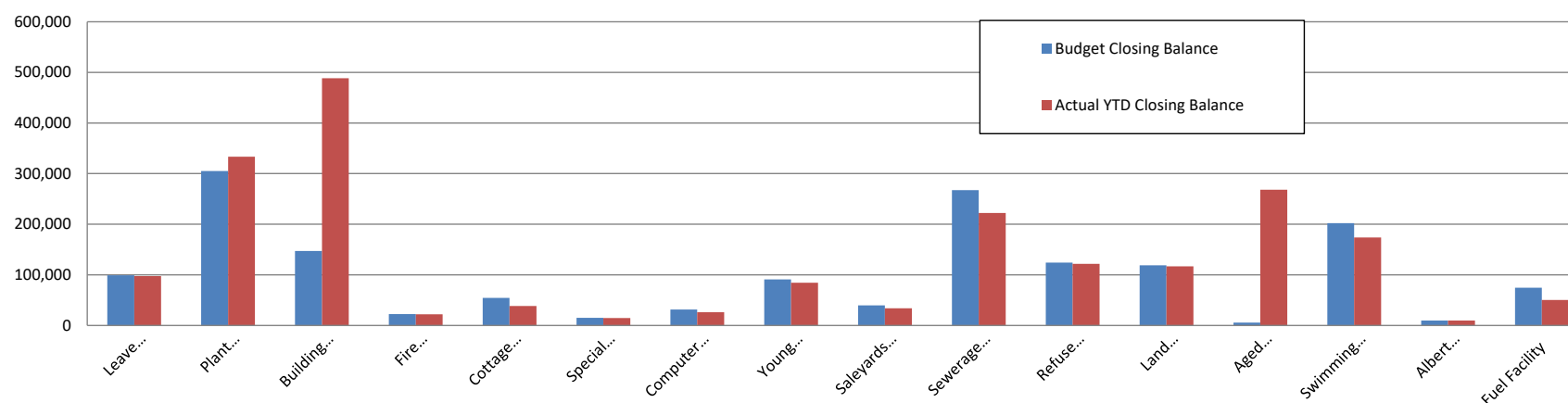
Note 6 - Accounts Receivable (non-rates)

Comments/Notes - Receivables General

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

Note 7: Cash Backed Reserve

2019-20										
Name	Opening Balance	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
	\$	\$	\$	\$	\$	\$	\$		\$	\$
Leave Reserve	97,493.46	1,761.95			0		0		99,255	97,493
Plant Replacement Reserve	333,213.86	6,022.03				34,000			305,236	333,214
Building Reserve	488,547.80	8,829.29				350,000			147,377	488,548
Fire Fighting Reserve	22,253.52	402.17			0				22,656	22,254
Cottage Homes Reserve	38,659.71	698.67		15,000	0				54,358	38,660
Special Events Reserve	14,639.44	264.58			0				14,904	14,639
Computer Reserve	25,989.81	469.71		5,000					31,460	25,990
Young Singles Accommodation Reserve	84,307.52	1,523.64		5,000					90,831	84,308
Saleyards Reserve	34,104.22	616.35		5,000					39,721	34,104
Sewerage Reserve	222,447.38	4,020.20		40,838					267,306	222,447
Refuse Reserve	121,944.97	2,203.86			0				124,149	121,945
Land Development Reserve	116,730.46	2,109.63			0				118,840	116,730
Aged Persons Accommodation Reserve	268,130.80	4,845.81				267,211			5,766	268,131
Swimming Pool Reserve	173,853.07	3,141.97		25,000					201,995	173,853
Albert Facey Homestead Reserve	9,785.50	176.84			0				9,962	9,786
Fuel Facility	50,535.50	913.31		23,300					74,749	50,535
	2,102,637	38,000	0	119,138	0	651,211	0		1,608,564	2,102,636

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

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

Note 8 CAPITAL DISPOSALS

Actual YTD Profit/(Loss) of Asset Disposal				Disposals		Amended Current Budget			
						YTD 31 08 2019			
Cost	Accum Depr	Proceeds	Profit (Loss)			Amended Annual Budget Profit/(Loss)	Actual Profit/(Loss)	Variance	Comments
\$	\$	\$	\$			\$	\$	\$	
37,459	(2,309)	35,822	673	Plant and Equipment		(2,430)	673	3,103	
				PCEOH	Holden Colorado CEO				
				PCEOI	Holden Colorado CEO		0	0	
93,000	(27,900)			P475	Volvo Backhoe 2012 WK475		0	0	
49,574	(10,322)			P2433	Isuzu Tip Truck WK2433		0	0	
31,000	(18,600)			P664	Toro Ride on Mower		0	0	
36,132	(10,256)			P2567	Mitsubishi Dual Cab WK2567		0	0	
49,091	(11,641)			Pfacey	Ford Ranger PFacey		0	0	
							0	0	
296,255	(81,027)	35,822	673			(2,430)	673	3,103	

Comments - Capital Disposal/Replacements

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

Note 9: RATING INFORMATION

RATE TYPE	Rate in \$	Number of Properties	Rateable Value \$	Rate Revenue \$	Interim Rates \$	Back Rates \$	Total Revenue \$	Amended Budget Rate Revenue \$	Amended Budget Interim Rate \$	Amended Budget Back Rate \$	Amended Budget Total Revenue \$
Differential General Rate											
GRV	7.3020	194	1,819,215	127,894		0	127,894	127,894			127,894
UV	0.9386	278	132,731,703	1,322,278	103		1,322,381	1,322,278			1,322,278
Sub-Totals		472	134,550,918	1,450,172	103	0	1,450,275	1,450,172	0	0	1,450,172
Minimum Payment	Minimum \$										
GRV	400.00	63	91,032	25,200			25,200	25,200			25,200
UV	400.00	15	325,246	6,000			6,000	6,000			6,000
Sub-Totals		78	416,278	31,200	0	0	31,200	31,200	0	0	31,200
Ex Gratia Rates							1,481,475				1,481,372
Discount							11,734				11,734
Rates Writeoffs							(5,679)				
							(5)				
Amount from General Rates							1,487,525				1,493,106
Specified Area Rates											
Totals							1,487,525				1,493,106

Comments - Rating Information

SHIRE OF WICKEPIN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 August 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		4015	24,687	21,465	0	232	2,195	24/06/2020
Loan 102 - WD Sports Club SS Greens	26,880		3132	6,326	23,748	20,554	538	1,258	17/01/2023
	52,360	0	7,147	31,013	45,213	20,554	769	3,453	

All debenture repayments were financed by general purpose revenue.

(b) New Debentures

No new debentures were raised during the reporting period.

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

Note 11: GRANTS AND CONTRIBUTIONS

Program/Details GL	Grant Provider	Approval	2019-20 Budget	Variations Additions (Deletions)	Recoup Status		Received	Not Received
					Operating	Capital		
		(Y/N)	\$	\$	\$	\$	\$	\$
GENERAL PURPOSE FUNDING								
Grants Commission - General	WALGGC	Y	534,497	0	534,497	0	133,801	400,696
Grants Commission - Roads	WALGGC	Y	244,056	0	244,056	0	61,087	182,970
LAW, ORDER, PUBLIC SAFETY								
FESA Grant - Operating Bush Fire Brigade	Dept. of Fire & Emergency Serv.	Y	31,246	0	31,246	0	0	31,246
TRANSPORT								
Roads To Recovery Grant - Cap	Roads to Recovery	Y	327,069	0	0	327,069	0	327,069
RRG Grants - Capital Projects	Regional Road Group	Y	244,687	0	0	244,687	0	244,687
Direct Grant - Maintenance	Dept. of Transport	Y	124,468	0	124,468	0	124,468	0
Blackspot Funding	Blackspot	Y	84,478	0	0	84,478	0	84,478
TOTALS			1,590,501	0	934,267	656,234	319,356	1,271,146
Operating	Operating		934,267				319,356	
Non-Operating	Non-operating		656,234				0	
			<u>1,590,501</u>				<u>319,356</u>	

SHIRE OF WICKEPIN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 August 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-Aug-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	1,876.46	-246.60	1,814.81
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	2,500.00	0.00	105,510.21
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		47,032.25	-47,032.25	0.00
	138,841.67	52,188.71	-47,278.85	143,751.53

Level of Completion Indicators

0% ○
 20% ○
 40% ○
 60% ●
 80% ●
 100% ●

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

Note 13: CAPITAL ACQUISITIONS

		31/08/2019					
	Infrastructure Assets	Annual Budget	Amended YTD Budget	YTD Actual	Variance (Under)/Over	YTD Actual (Renewal Exp)	Strategic Reference / Comment
	Land & Buildings						
	Housing						
○	STAFF HOUSE	(350,000)	0	0	0		
○	RINTEL STREET SHED	(12,000)	0	0	0		
	Housing Total	(362,000)	0	0	0	0	
	Other Housing						
○	CAPITAL EXPENSE - LIFESTYLE VILLAGE	(700,000)	0	0	0		
	Other Housing Total	(700,000)	0	0	0		
	Recreation and Culture						
○	HARRISMITH HALL	(17,000)	0	0	0		
○	WICKEPIN TOWN HALL - ROOF	(12,000)	0	0	0		
○	WICKEPIN TOWN HALL - FLOOR	(30,000)					
○	LAKE YEALERING BOWLING CLUB ROOF	(14,500)	0	0	0		
○	Recreation And Culture Total	(73,500)	0	0	0		
	Transport						
○	DEPOT - CAR PORT	(12,500)	0	(97)	97		
	Transport Total	(12,500)	0	(97)	97		
	Land and Buildings Total	(1,148,000)	0	(97)	97	0	
	Footpaths						
○	Transport						
	FOOTPATHS LFP1	(20,000)	(3,334)	(10,266)	6,932		
	Transport Total	(20,000)	(3,334)	(10,266)	6,932	0	
	Footpaths Total	(20,000)	(3,334)	(10,266)	6,932	0	
	Furniture & Equipment						
	Governance						
○	ADMIN OFFICE PHONE SYSTEM LABC	(5,600)	0	0	0		
○	Governance Total	(5,600)	0	0	0	0	
	Furniture & Office Equip. Total	(5,600)	0	0	0	0	
	Plant , Equip. & Vehicles						
	Governance						
●	CEO VEHICLE	(70,364)	(35,182)	(37,459)	2,277	0	
	Governance Total	(70,364)	(35,182)	(37,459)	2,277	0	
	Transport						
○	BACKHOE 6034	(215,000)	0	0	0	0	
○	TIP TRUCK 6034	(145,000)	0	0	0	0	
○	RIDE ON MOWER 6034	(51,000)	0	0	0	0	
○	LEADING HAND DUAL CAB 6034	(42,000)	0	0	0	0	
○	MWS DUAL CAB 6034	(66,015)	0	0	0	0	
	Transport Total	(519,015)	0	0	0	0	
	Plant , Equip. & Vehicles Total	(589,379)	(35,182)	(37,459)	2,277	0	

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

Note 13: CAPITAL ACQUISITIONS

31/08/2019							
Infrastructure Assets		Annual Budget	Amended YTD Budget	YTD Actual	Variance (Under)/Over	YTD Actual (Renewal Exp)	Strategic Reference / Comment
Infrastructure Other							
Community Amenity							
FURNITURE & EQUIPMENT - STREET BINS	3854	(2,300)	0	0	0		
Community Amenity Total		(2,300)	0	0	0	0	
Public Facilities Total		(2,300)	0	0	0	0	
Roads							
Transport Regional Road Group							
Wickepin Corrigin Road	RG001	0	0	0	0	0	
Wickepin Harrismith Road	RG002	(397,964)	(66,328)	(5,002)	(61,326)	0	
Pingelly Wickepin Road	RG003	0	0	0	0	0	
Regional Road Group Total		(397,964)	(66,328)	(5,002)	(61,326)	0	
Transport Roads to Recovery							
Sprigg Road	R2R072	(91,283)	(15,214)	(770)	(14,444)	0	
Line Road	R2008	(85,229)	(14,204)	(770)	(13,434)	0	
Elsinore Road	R2R003	(121,668)	(20,278)	(770)	(19,508)	0	
Inkiepinkie Road	R2R160	(39,198)	(6,534)	0	(6,534)	0	
Roads to Recovery Total		(337,378)	(56,230)	(2,310)	(53,920)	0	
Transport Grain Freight							
					0	0	
Grain Freight Total		0	0	0	0	0	
Transport Black Spot							
Collins Street	BS156	(58,317)	(9,720)	0	(9,720)		
Wickepin Harrismith	BS157	(68,454)	(11,410)	0	(11,410)	0	
Blackspot Total		(126,771)	(21,130)	0	(21,130)	0	
Council Resources Construction							
104 Gate Road	CO100	(100,077)	(16,680)	(770)	(15,910)	0	
Wogolin South Road	CO017	(122,158)	(20,360)	0	(20,360)	0	
Council Resources Construction Total		(222,235)	(37,040)	(770)	(36,270)	0	
Roads Total		(1,084,348)	(180,728)	(9,082)	(172,646)	0	
Capital Expenditure Total		(2,849,627)	(219,244)	(55,903)	(163,341)	0	

GOVERNANCE, AUDIT AND COMMUNITY SERVICES

10.2.03 – Development & Regulatory Services

Submission To:	Ordinary Council
Location / Address:	Whole Shire
Name of Applicant:	Mark J Hook, Chief Executive Officer
File Reference:	CM.REP.2203
Author:	Azhar Awang, Executive Manager Development & Regulatory Services, Shire of Narrogin
Disclosure of any Interest:	Nil
Date of Report:	29 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 August 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 August 2019.

Comments:

Following are the reports provided for the Month of August 2019

Planning Officer's Report

Planning Approvals

Nil

Upcoming Council Agenda for September 2019

Nil

Referrals & Subdivision clearances

Nil

Building Surveyors Report

There were no Building Approvals for the month of August 2019.

Environmental Health Officer's 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 the July 2019 period as the pool is closed for the winter season.

- 3) Letter sent to the property owners of 22 Connor Street, Yealering requesting to secure the property and remove unsightly and untidy material from the premises, including three (3) unlicensed vehicles. The Shire officers will be monitoring the progress of this property on a regular basis.
- 4) Letter sent to the owners of 20 Connor Street, Yealering requesting to undertake repair on the property. The Shire Officers will be monitoring the progress of this property on a regular basis.
- 5) Letter sent to the property of 11 Congreve Street Yealering, requesting to undertake the repair on the property. The Shire Officers will be monitoring the progress of this property on a regular basis
- 6) Wickepin Hotel inspected on the 15 August 2019. The Kitchen and public Building areas were satisfactory with minor works requiring the cistern and the urinal in the accommodation building to be repaired.

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 August 2019.

Voting Requirements:

Simple majority.

Resolution No: 180919-09

Moved Cr Hyde / Seconded Cr Allan

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

Carried 7/0

GOVERNANCE, AUDIT AND COMMUNITY SERVICES

10.2.04 – Work Force Plan 2019

Submission To:	Ordinary Council
Location/Address:	Whole Shire
Name of Applicant:	Mark Hook, Chief Executive Officer
File Reference:	CM.PLA.401
Author:	Mark Hook, Chief Executive Officer
Disclosure of any Interest:	Nil
Date of Report:	09 September 2019

Enclosure/Attachments:

Workforce Plan 2019.

Summary:

Council is being requested to adopt the amended Workforce Plan for 2019.

Background:

Please find attached the Shire of Wickpin Workforce Plan 2019 for adoption by council.

What is Workforce Planning?

“A continuous process of shaping the workforce to ensure that it is capable of delivering organisational objectives now and into the future.”

The above definition highlights the key elements of Workforce Planning.

Workforce Planning:

- is continuous, not a one-off activity
- is a process, not a static action or set of actions
- is about shaping the workforce with a clearly identified purpose and to bring about particular changes
- has its purpose linked with organisational objectives, and
- applies not just to the current workforce but anticipates future workforce requirements

Workforce planning is one of the four key components of the Integrated Planning and Reporting Framework and Guidelines now in place across the local government sector in Western Australia.

At the strategic level, local government's Workforce Plan take into account the community aspirations, priorities and objectives identified in the Strategic Community Plan. The Strategic Community Plan sets out the longer term vision and will highlight our workforce needs.

The Workforce Plan is an essential component of the Corporate Business Plan, where it identifies workforce requirements and strategies for current and future operations over the next five to ten years or more.

The linkages of the Workforce Plan with both the Strategic Community Plan and Corporate Business Plan are shown in the diagram below.



There are several steps that are common in most Workforce Plans.



Comments:

A strong, diverse, committed and motivated workforce is at the core of any successful business operation.

Getting the right people into the right jobs is paramount and requires a commitment to attract, develop, retain and recognise talented and motivated employees who are aligned with our Vision and Values.

Council requires a diverse workforce that is capable of delivering positive outcomes and to help Council grow the local Community.

Council is faced with many challenges, including skills shortages in specific occupations, a large proportion of the existing workforce is nearing retirement and recruiting the next generation of skilled specialist staff will be a tough task

Through the Workforce Strategic Plan, we have focused on attracting and retaining quality people, and in investing in developing our leaders and recognising and rewarding high performers.

Council needs to take our existing workforce with us to create the 'fit for the future' that is needed to deliver our communities' priorities. A way of doing this is by involving the staff in learning new ways of working.

This Workforce Management Plan aims to support the Shire of Wickepin in achieving the skilled, motivated, flexible and diverse workforce it needs to deliver value for money services and make a difference to our local community.

Statutory Environment:

Local Government Act 1995

Local Government (Financial Management) Regulations 1996

Policy Implications:

Nil.

Financial Implications:

Nil.

Strategic Implications:

Nil.

Recommendations:

That Council adopts the attached Shire of Wickepin Work Force Plan 2019.

Voting Requirements:

Simple majority.

Resolution No: 180919-10

Moved Cr Allan / Seconded Cr Hyde

That Council adopts the attached Shire of Wickepin Work Force Plan 2019 with an amendment to page 7, so that it matches the 2018-2028 Strategic Plan.

Carried 7/0

GOVERNANCE, AUDIT AND COMMUNITY SERVICES

10.2.05 – Wickepin Caravan Park Manager - Contract

Submission To:	Ordinary Council
Location/Address:	Whole Shire
Name of Applicant:	Mark Hook, Chief Executive Officer
File Reference:	CP.USG.508
Author:	Mark Hook, Chief Executive Officer
Disclosure of any Interest:	Nil
Date of Report:	10 September 2019

Enclosure/Attachments:

Nil.

Summary:

Council is being requested to amend the agreement for the Wickepin Caravan Park.

Background:

Council passed the following resolution in relation to the Management of the Wickepin caravan Park at the August 2019 Ordinary meeting of Council.

Resolution No: 210819-27

Moved Cr Hyde / Seconded Cr N Astbury

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

MANAGERS'S OBLIGATIONS

2.1 Engagement and Term

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

2.2 Park amenity block

The Managers shall ensure:

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

2.3 Maintenance of Park grounds and buildings

The Managers shall ensure:

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

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

2.4 Transportable accommodation

The Managers shall ensure:

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

2.5 General Park amenity

The Managers shall ensure:

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

2.6 Administration

The Managers shall:

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

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

2.7 Instructions of Shire

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

2.8 Manager's insurance

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

- a) The Shire shall arrange payment for stores, materials and parts required to maintain the Park under this Agreement, including but not limited to maintenance undertaken pursuant to clauses 2.2, 2.3, 2.4, 2.5, 2.6 and 2.7.
- b) The Shire shall carry out any major or preventative maintenance the Shire considers necessary at its own cost.
- c) Water, electricity, gas, email and telephone expenses
- d) The Shire shall pay for all water, electricity and gas charges incurred by the Park.
- e) The Shire shall set up an email account for the Wickepin Caravan Park.
- f) The Shire shall contribute \$20 per month towards telephone calls.

4.3 The Shire's insurance

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

TERMINATION AND DISPUTE RESOLUTION

5.1 Termination by agreement

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

5.2 Automatic termination

Upon:

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

(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:

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:

- a) 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;
- b) the Shire shall not pay any superannuation in relation to the Managers management and caretaking of the Park;
- c) the Shire shall not pay any worker's compensation in relation to the Managers management and caretaking of the Park; and
- d) 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 of \$20 per month for telephone calls made relating to the management and caretaking of the Park in accordance with section 4.2(c), payable monthly.

Carried 7/0

Comments:

The CEO offered the contract to Mr. Ian Shedden as per the Expression of Interest and the resolution of Council and Mr. Shedden has come back with the following email.

Mark. Following my phone call last week I would like you to consider the following I have two quotes for the insurance for the cover,

- 1. WFI, cost \$1,758.00 per year. Cover \$15 Million. Based on T/O \$15.000 per year.*
- 2. QBE, Cost \$357.50 per year. Cover \$5 Million. Based on T/O \$ 5.000 per year.*

I would like the Shire to look at paying the cost of this as what the commission payment is does not cover the cost. I would also like to point out in my offer I said I do not require the house this is a saving to the Shire of \$10,000 per year. I hope this meets with the Council approval. I also require confirmation of the turnover of the park, and the amount of cover required. Mark. I am sorry I thought I would have a meeting with you to go through the finer details of the contract before any appoint was made. I hope this is approved by council. As I am ready to get on with the Job ASAP.

Regards Ian Shedden.

The amount of Public liability normally required is \$10,000,000.

The CEO believes that this is still the best solution for the Management of the Wickepin Caravan Park and the house can be used for staff housing or a private rental and the current rent for the house at the Caravan Park would be \$175 to \$200 per week.

Statutory Environment:

Nil.

Policy Implications:

Nil.

Financial Implications:

Additional cost of the public Liability Insurance \$1,800.

Strategic Implications:

Nil.

Recommendations:

That Council amend the offer off the management of the Wickepin Caravan Park with Mr Ian Shedden of 62 Dumbleyung Road Wickepin to 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 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) A reference to legislation includes that legislation as amended, re-enacted or replaced and any subordinate legislation issued under it.
- (b) Headings of parts and clauses of this Agreement are for reference only and do not affect the interpretation of this Agreement.
- (c) Any agreement, representation, warranty or indemnity by two or more persons (including where two or more persons are included in the same defined term) binds them jointly and severally.
- (d) Any agreement, representation, warranty or indemnity in favour of two or more persons (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally.
- (e) A singular word includes the plural and vice versa.
- (f) If an example is given of anything (including a right, obligation or concept) and includes something else, the example does not limit the scope of that thing.

MANAGERS'S OBLIGATIONS

2.1 Engagement and Term

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

2.2 Park amenity block

The Managers shall ensure:

- (a) male and female toilet and shower areas are inspected and cleaned at least once daily;
- (b) Park laundry is inspected and cleaned at least once daily;

- (c) Park washing machine is in good working order at all times; and
- (d) any mechanical, electrical and/or structural faults within the Park are reported to the Shire immediately.

2.3 Maintenance of Park grounds and buildings

The Managers shall ensure:

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

2.4 Transportable accommodation

The Managers shall ensure:

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

2.5 General Park amenity

The Managers shall ensure:

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

2.6 Administration

The Managers shall:

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

2.7 Instructions of Shire

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

2.8 Manager's insurance

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

2.9 No assignment, subcontracting or delegation

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

2.10 Indemnity

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

REMUNERATION

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

THE SHIRE'S OBLIGATIONS

4.1 Maintenance costs of the Park

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

1.2 Water, electricity, gas, email and telephone expenses

- (a) The Shire shall pay for all water, electricity and gas charges incurred by the Park.
- (b) The Shire shall pay the telephone rental charge for the telephone located in the Managers Park residence.
- (c) The Shire shall set up an email account for the Wickepin Caravan Park.
- (d) 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
- (e) The Shire will not pay for personal telephone calls unrelated to the management and caretaking of the Park.

4.3 The Shire's insurance

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

TERMINATION AND DISPUTE RESOLUTION

5.1 Termination by agreement

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

5.2 Automatic termination

Upon:

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

5.3 Termination on default

If:

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

then the Shire may:

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

5.4 Discretion to terminate

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

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

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

5.5 Retention of rights and remedies upon termination

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

5.6 Arbitration

- (a) Notice of any dispute or disagreement arising out of or in connection with this Agreement must be given in writing by the Party claiming that a dispute has arisen to the other Party to this Agreement specifying the nature of the dispute.
- (b) Upon receipt of the notice of dispute, the Parties must attempt to agree upon an appropriate procedure for resolving the dispute.
- (c) If within seven (7) days of receipt of the notice of dispute the dispute is not resolved or an appropriate alternative dispute resolution process is not agreed, then the Parties shall refer the dispute to a single arbitrator agreed upon by the parties in writing to be determined in accordance with the *Commercial Arbitration Act 1985 (WA)*, or if he is unable or unwilling to act, or failing agreement, by a single arbitrator nominated at the request of either Party by the President of the Law Society of Western Australia Inc.

- (d) For the purposes of the *Commercial Arbitration Act 1985 (WA)*, each Party may appear before the arbitrator personally or where the Party is a body, whether corporate or unincorporated, by an officer, employee or agent of the body and each Party may be represented by a duly qualified legal practitioner or other representative.
- (e) The arbitrator shall determine the dispute between the Parties and any award made by the arbitrator shall be final and binding upon the Parties.
- (f) If any dispute or disagreement relating to this Agreement is referred to arbitration then the costs of that arbitration shall be borne equally between the Parties unless otherwise determined by the arbitrator.
- (g) If any dispute or disagreement relating to this Agreement is referred to arbitration the Agreement shall continue to be in force.
- (h) It is a condition precedent to the right of either Party to commence litigation, other than for interlocutory relief that it has first offered to submit the dispute to arbitration.

5.7 Transfer after termination

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

5.8 No compensation after termination

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

GENERAL

6.1 Notices

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

6.2 Relationship of parties

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

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

6.3 Waiver

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

6.4 Severability

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

SCHEDULE

Item 1 - Term –

1 September 2019 to 30 June 2021

Item 2 - Remuneration

- (a) a sum equal to 15% of the gross takings of all paid bookings at the Park, payable monthly;
- (b) 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.
- (c) Reimbursement of the Cost of Public Liability Insurance for \$15,000,000 to the amount of \$1,800

Voting Requirements:

Simple majority.

Resolution No: 180919-11**Moved Cr Hyde / Seconded Cr N Astbury**

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

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

MANAGERS'S OBLIGATIONS

2.1 Engagement and Term

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

2.2 Park amenity block

The Managers shall ensure:

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

2.3 Maintenance of Park grounds and buildings

The Managers shall ensure:

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

2.4 Transportable accommodation

The Managers shall ensure:

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

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

2.5 General Park amenity

The Managers shall ensure:

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

2.6 Administration

The Managers shall:

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

2.7 Instructions of Shire

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

2.8 Manager's insurance

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

- a) The Shire shall arrange payment for stores, materials and parts required to maintain the Park under this Agreement, including but not limited to maintenance undertaken pursuant to clauses 2.2, 2.3, 2.4, 2.5, 2.6 and 2.7.
- b) The Shire shall carry out any major or preventative maintenance the Shire considers necessary at its own cost.
- c) Water, electricity, gas, email and telephone expenses
- d) The Shire shall pay for all water, electricity and gas charges incurred by the Park.
- e) The Shire shall set up an email account for the Wickepin Caravan Park.
- f) The Shire shall contribute \$20 per month towards telephone calls.

4.3 The Shire's insurance

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

TERMINATION AND DISPUTE RESOLUTION

5.1 Termination by agreement

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

5.2 Automatic termination

Upon:

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

5.3 Termination on default

If:

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

then the Shire may:

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

5.4 Discretion to terminate

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

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

- b) is guilty of any personal misconduct that would detract from the Managers ability to properly and adequately discharge the duties and obligations under this Agreement; or
- c) is guilty of any personal misconduct that would discourage members of the public from utilising the Park as a public facility,

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

5.5 Retention of rights and remedies upon termination

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

5.6 Arbitration

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

5.7 Transfer after termination

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

5.8 No compensation after termination

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

GENERAL

6.1 Notices

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

6.2 Relationship of parties

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

6.3 Waiver

- a) A waiver of any term or condition of this Agreement must be in writing.
- b) A waiver of a term or condition of this Agreement shall not operate as a waiver of another breach of the same or of any other term or condition contained in this Agreement.

- c) If a Party does not exercise (or delays in exercising) any of its rights under this Agreement, that failure or delay does not operate as a waiver of those rights.
- d) A single or partial exercise by a Party of any of its rights does not prevent the further exercise of any right.

6.4 Severability

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

SCHEDULE

Item 1 - Term –

1 September 2019 to 30 June 2021

Item 2 - Remuneration

- a) a sum equal to 15% of the gross takings of all paid bookings at the Park, payable monthly;
- b) a sum of \$20 per month for telephone calls made relating to the management and caretaking of the Park in accordance with section 4.2(c), payable monthly.
- c) Reimbursement of the Cost of Public Liability Insurance for \$15,000,000 up to the amount of \$1,800

Carried 7/0

GOVERNANCE, AUDIT AND COMMUNITY SERVICES

10.2.06 – Harrismith Cricket Club Grant

Submission To:	Ordinary Council
Location/Address:	Harrismith Oval
Name of Applicant:	Harrismith Dudinin Cricket Club
File Reference:	GS.PRG.1546
Author:	Mark Hook, Chief Executive Officer
Disclosure of any Interest:	Nil
Date of Report:	10 September 2019

Enclosure/Attachments:

Letter from the Harrismith Dudinin Cricket Club

Summary:

Council is being requested to support the Harrismith Dudinin Cricket Club with a grant of \$4,077.86 to undertake an upgrade of the toilet facilities at the Harrismith Cricket Oval.

Background:

The CEO has received the attached letter from the Harrismith Dudinin Cricket Club requesting support from Council for the upgrade of the ablution block at the Harrismith Cricket Oval along with the removal of the two trees next to the Club House.

The letter does not stipulate the amount of funding required, the CEO contacted Mr Caen Taylor President of the Harrismith Dudinin Cricket who advised that they are requesting the amount of \$4,077.86 which is the total amount of Materials and contractors required to upgrade the ablution block.

Comments:

As Council is aware the land is unallocated crown land and the CEO is in the process of sorting this issue out with the Department of Lands.

Council also needs to consider who will be responsible for the future cleaning and maintenance of the upgraded ablution block, currently council does not clean the Harrismith Cricket Oval ablution block but has undertaken some minor maintenance on the facilities in the past.

Council has an amount of \$6,645 left under the Community Grants scheme as Council decided not to fund the Yealering P&C application.

The ablution blocks at the Harrismith Cricket Oval requires attention and they are in need of an upgrade.

The CEO recommends supporting the Harrismith Dudinin Cricket Club with a grant of \$ 4,077.86 towards the upgrade of the ablution block and the removal of the trees at the Club House on the Harrismith Cricket Oval.

Statutory Environment:

Nil.

Policy Implications:

Nil.

Financial Implications:

Cost to Council would be the \$4,077.86 requested and council could utilize the funds in the budget under 4922 -Sporting Group Grants/Contributions - Contributions to community group projects.

Strategic Implications:

Possibly fits within theme four of the Shire of Wickepin Community Strategic Plan 2018/2028 as the upgraded facilities will encourage greater usage of the Harrismith Oval Facilities.

GOAL 4: Maintain Shire owned facilities in a strategic manner and also to meet community needs

SHORT TERM STRATEGY	MEDIUM TERM STRATEGY	POINT OF MEASUREMENT	10 YR OUTCOME
4.1 Asset Management Plan is developed and adopted 4.2 Encourage greater usage of current Shire owned facilities	4.3 Asset Management Plan is reviewed 4.4 Support the improvement and maintenance of assets in a strategic manner	- Level of facility usage is maintained and increases - Level of community investment into facilities and equipment	Asset maintenance and preservation is in line with community needs and Shire financial resources

Recommendations:

1. That Council supports the Harrismith Dudinin Cricket Club with a grant of \$4,077.86 to undertake repairs at the toilet facilities at the Harrismith Cricket Oval.
2. That Council gives approval for the removal of the two trees next to the Club House.

Voting Requirements:

Simple majority.

Resolution No: 180919-12**Moved Cr W Astbury / Seconded Cr N Astbury**

1. That Council supports the Harrismith Dudinin Cricket Club with a grant of \$4,077.86 to undertake repairs at the toilet facilities at the Harrismith Cricket Oval.
2. That Council gives approval for the removal of the two trees next to the Club House.

Carried 7/0

The CEO has a Declaration of Interest (Financial) in the next item and left the meeting at 4.41pm.

GOVERNANCE, AUDIT AND COMMUNITY SERVICES

10.2.07 – CEO Annual Leave

Submission To:	Ordinary Council
Location/Address:	Whole Shire
Name of Applicant:	Mark Hook, Chief Executive Officer
File Reference:	Personnel File
Author:	Mark Hook, Chief Executive Officer
Disclosure of any Interest:	Financial Mark J Hook, Chief Executive Officer is author of report
Date of Report:	01 September 2019

Enclosure/Attachments:

Nil.

Summary:

Council is being requested to allow the Chief Executive Officer to take Leave from Monday 30th September 2019 to 11th October 2019

Background:

The Chief Executive Officer wishes to apply to Council for Annual Leave from Monday 30th September 2019 to 11th October 2019.

Comments:

The Chief Executive officer is entitled to four weeks Annual Leave and one Executive day per month under his current Contract.

Currently the CEO as at the 24th August 2019 has the following outstanding leave.

1. Annual leave 16 Days
2. Executive Days 4.5 Days
3. LSL 13 Weeks

Monday the 30th September 2019 is a Public Holiday.

Statutory Environment:

Local Government Act 1995, CEO Contract.

Policy Implications:

2.1.18 ACTING CHIEF EXECUTIVE OFFICER

OBJECTIVE: Set down guidelines for the employment of an Acting CEO.

Prior to taking annual or other leave; the CEO must appoint an Acting CEO for the period of leave to ensure there is a designated officer responsible for the operations of Council.

When employed in the position of Acting CEO, the employee will be:

- *advised in writing by either the CEO, where the CEO delegates the position to the employee or by the Shire President where Council delegates the position to the employee;*
- *paid at the salary level of the CEO for the term of the appointment; and*

- *subject to all the other existing conditions of employment.*

Financial Implications:

Allowed for in Budget.

Strategic Implications:

Nil.

Recommendations:

That Council allow the Chief Executive Officer to take Leave from Monday 30th September 2019 to 11th October 2019.

Voting Requirements:

Simple majority.

Resolution No: 180919-13

Moved Cr Hyde / Seconded Cr Hinkley

That Council allow the Chief Executive Officer to take Leave from Monday 30th September 2019 to 11th October 2019.

Carried 7/0

The CEO returned at 4.44pm

GOVERNANCE, AUDIT AND COMMUNITY SERVICES

10.2.08 – Partnering Agreement for the Provision of Mutual Aid

Submission To:	Ordinary Council
Location/Address:	WALGA Central Country Zone
Name of Applicant:	WALGA Central Country Zone
File Reference:	ES.SPR.916
Author:	Mark Hook, Chief Executive Officer
Disclosure of any Interest:	Nil
Date of Report:	09 September 2019

Enclosure/Attachments:

Draft Local Government MOU SWCZ.

Summary:

Council is being requested to endorse the Local Government MOU, as detailed in the attachment that will promote cooperation between the Central Country Zone local governments in emergency events.

Background:

At the WALGA Central Country Zone meeting on 15th March 2019 discussion was held on the potential for a Partnering Agreement for the Provision of Mutual Aid for Recovery during Emergencies.

The meeting agreed to refer the concept of a Memorandum of Understanding for the Provision of Mutual Aid during Emergencies and Post Incident Recovery (MOU), to Member Councils for comment and the matter be listed for consideration at the in-person Zone meeting on Friday 30 August 2019. To assist in the consideration of this issue attached is the draft of an MOU prepared for the South West Country Zone.

The WALGA Central Country Zone meeting on 30th August 2019 in Beverley considered the draft MOU where it resolved:

'That, subject to any amendment, the Memorandum of Understanding for the Provision of Mutual Aid during Emergencies and Post Incident Recovery be adopted for a period of three years from the date of signing, subject to it being considered and endorsed by each local government'

Comments:

A similar MOU has operated in the South West of WA by twelve (12) local governments without any issues arising, so it's recommended that Council agree to be part of the cooperative approach of assisting other local governments in the Central Country Zone in emergency events by endorsing the attached MOU.

Statutory Environment:

Nil.

Policy Implications:

Nil.

Financial Implications:

Should Council respond to a request from a local government in the Central Country Zone the Shire costs would relate to staff salary/wages whilst assisting in the emergency and any loss, damage or cost associated with the provision of support (i.e. plant, equipment, Protective clothing etc.), unless otherwise agreed in writing.

In many instances the loss of plant and equipment would be covered under Council's insurance, however there may be an insurance excess on particular plant or equipment that the Shire may have to meet.

The local government requesting the assistance will be responsible for all incidental cost associated with the provider's personnel and equipment such as catering, accommodation, OHS, transport, fuel and storage.

RISK IMPLICATIONS:

Low – Minor Reputational Risk and Unlikely Likelihood in relation to agreeing to sign the MOU.

Strategic Implications:

Nil.

Recommendations:

That Council endorses the Local Government MOU, as detailed in the attachment that will promote cooperation between the Central Country Zone local governments in emergency events.

Voting Requirements:

Simple majority.

Note: Item to be brought back to next Council meeting with further information and amended attachment.

GOVERNANCE, AUDIT AND COMMUNITY SERVICES

10.2.09 – Townscape and Cultural Planning Committee Recommendations

Submission To:	Ordinary Council
Location/Address:	Whole Shire
Name of Applicant:	Mark Hook, Chief Executive Officer
File Reference:	CR.MEE.206
Author:	Jaye Allington, Executive Services Officer
Disclosure of any Interest:	Nil
Date of Report:	09 September 2019

Enclosure/Attachments:

Nil.

Background:

The Townscape and Cultural Planning Committee meeting was held on Wednesday 4 September 2019.

Comments:

The Townscape and Cultural Planning Committee meeting was held on Wednesday 4 September 2019 and passed the following recommendations:

Moved Ted Astbury /Cr Sarah Hyde Seconded

That the Townscape Committee recommend to Council that approval be given to the Wickepin She Shed He Shed Group to place the two completed community sculpture in the following locations:

1. Ball sculpture to be positioned at the end of the memorial wall in the space shown in the photo
2. Second Sculpture celebrating the Shire Emblem be erected in the Shire garden in the area show in the above photo.

Carried 5/0

Statutory Environment:

Nil.

Policy Implications:

Nil.

Financial Implications:

Nil.

Strategic Implications:

Nil.

Recommendations:

That Council pass the following recommendation:

That approval be given to the Wickepin She Shed He Shed Group to place the two completed community sculpture in the following locations:

1. Ball sculpture to be positioned at the end of the memorial wall in the space shown in the photo.
2. Second Sculpture celebrating the Shire Emblem be erected in the Shire garden in the area show in the above photo.

Voting Requirements:

Simple majority.

Resolution No: 180919-14

Moved Cr Martin / Seconded Cr Russell

That Council pass the following recommendation:

That approval be given to the Wickepin She Shed He Shed Group to place the two completed community sculpture in the following locations:

1. Ball sculpture to be positioned at the East end of the memorial wall
2. Second Sculpture celebrating the Shire Emblem be erected in the Shire garden

Carried 7/0

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 any Interest:	Nil
Date of Report:	18 September 2019

Presidents Report September 2019

Thank you to Councillors, CEO & Staff for the hard work in completing and adopting the 2019-20 Budget.

Welcome to Jaye Allington, Executive Support Officer, and Diana Blacklock, Community Development Officer, who have joined the Administration Staff.

On Tuesday 3rd September CEO Mark, MOW Gary and myself travelled to Narrogin to participate in the Road Safety Council Forum held at the John Higgins Centre. This forum was held to gather information and guidance for the next Road Safety Strategy "Imagine Zero" which will follow the "Towards Zero 2020" strategy currently in place, ending in 2020.

In our region, two of the most common causes of road crashes which result in death or serious injury are SPEED and FATIGUE, so it was a great opportunity for us to be able to participate in the discussions of the possible management of these two issues, especially with the Fatigue factor. One suggestion was an "Arrive Alive" campaign be undertaken by the simple implementation of more regular & often pull over areas, with "Don't Drive Tired", "Arrive Alive" and "P" signage erected along the way.

All suggestions were pooled onto draft papers and will go to the Road Safety Council for compilation towards the new strategy.

Thursday 12th September saw the Minister for Regional Development; Agriculture and Food; Ports; Minister assisting the Minister for State Development, Jobs and Trade – the Hon, Alannah MacTiernan MLC BA, LLB, BJuris, JP visit Wickepin to announce the successful funding of \$2.8m for the building of up to 14 Independent Living Units across 4 shires that make up the Wheatbelt South Aged Housing Alliance – Corrigin, Cuballing, Kondinin and Wickepin. This is a wonderful result for the communities who have been working on this project for a number of years, and WSAHA now look forward to receiving the Financial Assistance Agreement and working with the State Government in seeing this project come to fruition.

Congratulations to all of the award recipients at the close of the winter sports celebrations, as they are being held over the next few weeks, and Good Luck to all of the participants in the Small Schools Athletic Carnival which is to be held at the Wickepin Oval on Friday 20th September.

Resolution No: 180919-15

Moved Cr Allan / Seconded Cr Hinkley

The Council note the Presidents report dated 18/09/2019

Carried 7/0

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 any Interest:	Nil
Date of Report:	10 September 2019

Enclosure/Attachments:

Nil.

Staff

The CEO and DCEO held interviews for the position of CDO and the successful applicant was Diana Blacklock.

WSAHA grant application

No decision has been received in relation to the WSAHA grant application for \$3.36Million for the Aged units.

CBH

The CEO has received a number complaints regarding the dust issue at CBH due to the current building and sealing program. Discussions have been held with CBH and Vermac and they have agreed to put in programs to alleviate the current dust problem.

Yealering Trees

The CEO tabled the report received from Kings Tree Care for the tree inspection and recommendations for the trees in the Yealering Townsite at the Townscape Committee Meeting. The report has been forwarded to the Yearling Progress Association for comment. The CEO will present a report to the October Council Meeting for consideration with the list of actions required.

Insurance Claim WK1915

Kerry Van Dyk - Claims Advisor – Motor Claims Zurich Financial Services Australia Limited has advised that WK1915 will be repaired and the works will be undertaken by City Panel Beaters. This will mean we will be without the truck for some months.

RFQ 1 2019/202 - Gravel pushing, pit rehabilitation work / Clearing of road verges/General Cut to fill and earthworks Rubbish tip maintenance, and cover work

The Manager of Works issued a RFQ 1 2019/2020 for Gravel pushing, pit rehabilitation work / Clearing of road verges / General Cut to fill and earthworks Rubbish tip maintenance, and cover work.

The RFQ 1 2019/2020 was sent to the following contractors

- Narrogin plant Hire,
- Narrogin earth moving,
- Wagin earth moving,
- AC & EJ Fulford,
- Halanson Earthmoving

Of the five sent two respondents forwarded Quotes

- Wagin Earth Moving
- AC & EJ Fulford

The Manager of works has recommended to the CEO that the Quote from AC & EJ Fulford be accepted. The CEO has awarded the quote to AC & EJ Fulford.

MEETINGS ATTENDED

<u>August 2019</u>	
22 nd	ROAC Meeting
<u>September 2019</u>	
3 rd	Wheatbelt NRM Living Lakes at Yealering
3 rd	Road Safety Council Community Forum Narrogin
4 th	Townscape Committee

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	01/08/2019-31/08/2019	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			
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	Lake Yealering Regatta Committee Southern Stars Vineyard	05/09/2019 10/09/2019	Community Community
A13	Hire of Community Halls / Community Centre	CEO	Tara Cook – Wk CC, yoga Brooke Hoskin - Wk CC, bootcamp Tony Smith - Banksia Bowmrn Archery Club	30/07/19 – 24/09/19 22/07/19 – 4/10/19 29/09/19	Community Community Community

			Bonny Dunlop - Wheatbelt Natural Resource Management	03/09/19	Community
			Amanda Heaney - Wickepin CRC	06/09/19	Community
			Jenna Beaton – CBH	26/09/19	Community
			Jacqui Martin – Wickepin CRC	16/09/19 – 17/09/19	Community
			Dani Sims – Wickepin Primary School	20/09/19	Community
			Greg Tyley - Australasia Order of Old Bastards	30/09/19	Community
			Brady Cowcher- Wickepin Football Club	13/09/19	Community
			Slim Davey – Westcoast Wool and Livestock	25/09/19-26/09/19	Community
			Dave Gardner – Uniting Church WA - PNEUMA	27/09/19-30/09/19	Community
A14	The Food Act 2008 and the Food Regulations 2009	CEO			
A15	The Public Health Act 2016	CEO			

Resolution No: 180919-16

Moved Cr Hyde / Seconded Cr W Astbury

The Council note the Chief Executive Officer's report dated 10/09/2019

Carried 7/0

13. Notice of Motions for the Following Meeting

NIL

14. Reports and Information

Cr Martin recently attended an RDO meeting in Williams and discussed items including

- CBH onsite caravans at the Caravan Park

15. Urgent Business

The October meeting will be Cr Hinkley's last meeting as a Councillor and it was decided to organise a dinner and celebration. It will be held in-house with catering provided and invitations extended to partners and all past Councillors and their partners.

16. Closure

There being no further business the Presiding Officer declared the meeting closed at 5.16 pm.

Minutes of Ordinary Meeting held Wednesday 18 September 2019 at the Council Chambers, Wickepin, confirmed as a true and correct record.

Presiding Member:

Cr Julie A Russell, President