



A Fortunate Place

Shire of Wickepin

Minutes

Ordinary Meeting of Council
Council Chambers, Wickepin

21 November 2018

Table of Contents

1. ATTENDANCE, APOLOGIES AND LEAVE OF ABSENCE (PREVIOUSLY APPROVED)	3
2. PUBLIC QUESTION TIME	3
3. APPLICATIONS FOR LEAVE OF ABSENCE/APOLOGIES	3
4. PETITIONS, MEMORIALS AND DEPUTATIONS	3
5. DECLARATIONS OF COUNCILLOR'S AND OFFICER'S INTEREST	3
6. CONFIRMATION OF MINUTES	4
7. RECEIVAL OF MINUTES	4
7.1 – LIFESTYLE RETIREMENT COMMITTEE MEETING	5
7.2 – ALBERT FACEY HOMESTEAD COMMITTEE MEETING	7
7.3 – TOWNSCAPE & CULTURAL PLANNING COMMITTEE MEETING	9
8. STATUS REPORT	11
9. NOTICE OF MOTIONS OF WHICH NOTICE HAS BEEN GIVEN	20
10. RECEIPT OF REPORTS & CONSIDERATION OF RECOMMENDATIONS	20
<u>TECHNICAL SERVICES</u>	
10.1.01 – MANAGER WORKS AND SERVICES REPORT	21
10.1.02 – TENDER – SUPPLY OF ONE RIDE ON GANG MOWER	23
<u>GOVERNANCE, AUDIT & COMMUNITY SERVICES</u>	
10.2.01 – LIST OF ACCOUNTS	33
10.2.02 – FINANCIAL REPORT	40
10.2.03 – COMMUNITY DEVELOPMENT OFFICER'S REPORT	71
10.2.04 – HEALTH, BUILDING & PLANNING SERVICES REPORT	77
10.2.05 – CHIEF EXECUTIVE OFFICER ANNUAL LEAVE	79
10.2.06 – FACEY GROUP COUNCIL REPRESENTATIVE	82
10.2.07 – SHIRE BUILDINGS – LEASES	84
10.2.08 – MRWA - RAV NETWORK CONDITIONS	93
10.2.09 – WICKEPIN SALEYARDS – AGREEMENT 2018 - 2023	99
10.2.10 – TOWNSCAPE AND CULTURAL PLANNING COMMITTEE MEETING RECOMMENDATIONS	110
10.2.11 – LIFESTYLE RETIREMENT COMMITTEE MEETING RECOMMENDATIONS	112
10.2.12 – ALBERT FACEY HOMESTEAD COMMITTEE MEETING RECOMMENDATIONS	114
11.PRESIDENT'S REPORT	116
12.CHIEF EXECUTIVE OFFICER'S REPORT	118
13. NOTICE OF MOTIONS FOR THE FOLLOWING MEETING	122
14. REPORTS & INFORMATION	122
15. URGENT BUSINESS	122
15.1 – URGENT BUSINESS – APPLICATION FOR PLANNING APPROVAL – HOME STORE	123
15.2 – APPLICATION FOR PLANNING APPROVAL – HOME STORE	125
16. CLOSURE	129

**Minutes of an Ordinary Meeting of Council held in Council Chambers, Wickepin
Wednesday 21 November 2018**

The President declared the meeting open at 3.31pm.

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	Fran Allan
Councillor	Allan Lansdell
Councillor	Gerri Hinkley
Chief Executive Officer	Mr MJ Hook
Executive Support Officer	Ms LJ Marchei (Minute Taker)
Finance Manager	Mrs Erika Clement

Leave of Absence (Previously Approved)

Apologies

2. Public Question Time

3. Applications for Leave of Absence/Apologies

4. Petitions, Memorials and Deputations

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

Item	Item Title	Councillor/Officer	Interest	Reason
10.2.05	CEO Annual Leave	Mr Mark Hook	Financial	CEO
10.2.06	Facey Group Council Representative	Cr Sarah Hyde	Financial	Facey Group Employee
10.2.07	Shire Buildings – Leases	Cr Fran Allan	Impartiality	Secretary Yealering Bowling Club
10.2.07	Shire Buildings – Leases	Mr Mark Hook	Impartiality	Member Wickepin Districts Sports Club
10.2.09	Wickepin Saleyards Agreement	Cr Julie Russell	Proximity	Owner of land adjoining saleyards

6. Confirmation of Minutes – Ordinary Meeting of Council – 17 October 2018**Council Decision: Resolution No: 211118-01****Moved Cr W Astbury / Seconded Cr N Astbury**

That the minutes of the Ordinary Council meeting held on Wednesday 17 October 2018 be confirmed as a true and correct record.

Carried 8/0**7. Receival of Minutes**

Receival of Minutes

7.1 – Lifestyle Retirement Committee Meeting

Submission To:	Ordinary Council
Location/Address:	Whole Shire
Name of Applicant:	Lara Marchei, Executive Support Officer
File Reference:	CR.MEE.208
Author:	Lara Marchei, Executive Support Officer
Disclosure of any Interest:	Nil
Date of Report:	14 November 2018

Enclosure/Attachments:

Minutes of the Lifestyle Retirement Committee meeting held on Monday 5 November 2018.

Summary:

Council is being requested to receive the Lifestyle Retirement Committee meeting minutes held on Monday 5 November 2018

Background

The Lifestyle Retirement Committee meeting was held on Monday 5 November 2018.

Comments:

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

Statutory Environment:

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

Policy Implications:

Nil.

Financial Implications:

Nil.

Strategic Implications:

Nil.

Recommendations:

That the Minutes for the Lifestyle Retirement Committee meeting held on Monday 5 November 2018 be received.

Voting Requirements:

Simple majority.

Council Decision:

Resolution No 211118-02

Moved Cr N Astbury/Seconded Cr Hinkley

That the recommendations listed under agenda items 7.1 to 7.3 be adopted en-bloc.

Carried 8/0

Receival of Minutes

7.2 – Albert Facey Homestead Committee Meeting

Submission To:	Ordinary Council
Location/Address:	Whole Shire
Name of Applicant:	Lara Marchei, Executive Support Officer
File Reference:	CR.MEE.208
Author:	Lara Marchei, Executive Support Officer
Disclosure of any Interest:	Nil
Date of Report:	14 November 2018

Enclosure/Attachments:

Minutes of the Albert Facey Homestead Committee meeting held on Monday 5 November 2018.

Summary:

Council is being requested to receive the Albert Facey Homestead Committee meeting minutes held on Monday 5 November 2018

Background

The Albert Facey Homestead Committee meeting was held on Monday 5 November 2018.

Comments:

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

Statutory Environment:

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

Policy Implications:

Nil.

Financial Implications:

Nil.

Strategic Implications:

Nil.

Recommendations:

That the Minutes for the Albert Facey Homestead Committee meeting held on Monday 5 November 2018 be received.

Voting Requirements:

Simple majority.

Council Decision:

Resolution No 211118-02

Moved Cr N Astbury/Seconded Cr Hinkley

That the recommendations listed under agenda items 7.1 to 7.3 be adopted en-bloc.

Carried 8/0

Receival of Minutes

7.3 – Townscape & Cultural Planning Committee Meeting

Submission To:	Ordinary Council
Location/Address:	Whole Shire
Name of Applicant:	Lara Marchei, Executive Support Officer
File Reference:	CR.MEE.208
Author:	Lara Marchei, Executive Support Officer
Disclosure of any Interest:	Nil
Date of Report:	14 November 2018

Enclosure/Attachments:

Minutes of the Townscape & Cultural Planning Committee meeting held on Wednesday 14 November 2018.

Summary:

Council is being requested to receive the Townscape & Cultural Planning Committee meeting minutes held on Wednesday 14 November 2018.

Background

The Townscape & Cultural Planning Committee meeting was held on Wednesday 14 November 2018.

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 & Cultural Planning Committee meeting held on Wednesday 14 November 2018 be received.

Voting Requirements:

Simple Majority

Council Decision:

Resolution No 211118-02

Moved Cr N Astbury/Seconded Cr Hinkley

That the recommendations listed under agenda items 7.1 to 7.3 be adopted en-bloc.

Carried 8/0

8. Status Report

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

Item	Subject/Action	Officer/File	Progress	Status	Comment
940-190918-08	Water Corporation Stand Pipes	CEO	That Council lay the matter on the table for further information, community discussion and that the CEO write to local politicians	✘	Superseded to Item 950-171018-14
946-171018-07	Administration Office Trading Hours 2018	CEO	That the trading hours for 2018/19 Christmas period be as follows: Monday 24 December Closed - Employee Annual Leave Tuesday 25 December Closed - Public Holiday (for Christmas Day) Wednesday 26 December Closed - Public Holiday (for Boxing Day) Thursday 27 December Closed - Employee Annual Leave Friday 28 December Closed - Employee Annual Leave Monday 31 December Closed - Employee Annual Leave Tuesday 1 January Closed - Public Holiday, New Year Wednesday 2 January Open	✔	To be advertised in Watershed.
947-171018-08	Amendment Policy 3.1.11 Related Party Disclosures	CEO	That Council adopt the following amended Policy 3.1.11 Related Party Disclosures 3.1.11 RELATED PARTY DISCLOSURES OBJECTIVE: To establish a procedure for related party disclosures The scope of AASB 124 Related Party Disclosures was extended in July 2015 to include application by not-for-profit entities, including local governments. The operative date for local government is 1 July 2016, with the first disclosures to be made in the financial statements for year ended 30 June 2017. This procedure outlines required mechanisms to meet the disclosure requirements of AASB 124. 3.1.11.1 BACKGROUND The objective of the standard is to	✔	Policy manual updated.

Item	Subject/Action	Officer/File	Progress	Status	Comment
			<p>ensure that an entity's financial statements contain disclosures necessary to draw attention to the possibility that its financial position and profit or loss may have been affected by the existence of related parties and transactions.</p> <p>The disclosure requirements apply to the existence of relationships regardless of whether a transaction has occurred or not. For each financial year, the Shire of Wickepin must make an informed judgement as to who is considered to be a related party and what transactions need to be considered, when determining if disclosure is required.</p> <p>The purpose of this procedure is to stipulate the information to be requested from related parties to enable an informed judgement to be made.</p> <p>Identification of Related Parties AASB 124 provides that the Shire of Wickepin will be required to disclose in its Annual Financial reports, related party relationships, transactions and outstanding balances.</p> <p>Related parties includes a person who has significant influence over the reporting entity, a member of the key management personnel (KMP) of the entity, or a close family member of that person who may be expected to influence that person.</p> <p>KMP are defined as persons having authority and responsibility for planning, directing and controlling the activities of the entity, directly or indirectly. For the purposes of determining the application of the standard, the Shire of Wickepin has identified the following persons as meeting the definition of Related Party:</p> <p>An elected Council member</p> <ul style="list-style-type: none"> - Key management personnel being a person employed 		

Item	Subject/Action	Officer/File	Progress	Status	Comment
			<p>under section 5.36 of the Local Government Act 1995 in the capacity of Chief Executive Officer or Director</p> <ul style="list-style-type: none"> - Close members of the family of any person listed above, including that person's child, spouse or domestic partner, children of a spouse or domestic partner, dependents of that person or person's spouse or domestic partner. - Entities that are controlled or jointly controlled by a Council member, KMP or their close family members. (Entities include companies, trusts, joint ventures, partnerships and non-profit associations such as sporting clubs). <p>The Shire of Wickepin will therefore be required to assess all transactions made with these persons or entities.</p> <p>Identification of related party transactions</p> <p>A related party transaction is a transfer of resources, services or obligations between the Shire of Wickepin (reporting entity) and the related party, regardless of whether a price is charged.</p> <p>For the purposes of determining whether a related party transaction has occurred, the following transactions or provision of services have been identified as meeting this criteria:</p> <ul style="list-style-type: none"> • Paying rates, fines • Use of Shire of Wickepin owned facilities such as [Community Centre, pool, library, parks, ovals and other public open spaces (whether charged a fee or not)] • Attending council functions that are open to the public • Employee compensation whether it is for KMP or close family members of KMP • Application fees paid to the 		

Item	Subject/Action	Officer/File	Progress	Status	Comment
			<p>Shire of Wickepin for licences, approvals or permits</p> <ul style="list-style-type: none"> • Lease agreements for housing rental (whether for a Shire of Wickepin owned property or property sub- leased by the Shire of Wickepin through a Real Estate Agent) • Lease agreements for commercial properties • Monetary and non-monetary transactions between the Shire of Wickepin and any business or associated entity owned or controlled by the related party (including family) in exchange for goods and/or services provided by/to the Shire of Wickepin (trading arrangement) • Sale or purchase of any property owned by the Shire of Wickepin, to a person identified above. Sale or purchase of any property owned by a person identified above, to the Shire of Wickepin Loan Arrangements • Contracts and agreements for construction, consultancy or services <p>Some of the transactions listed above, occur on terms and conditions no different to those applying to the general public and have been provided in the course of delivering public service objectives. These transactions are those that an ordinary citizen would undertake with council and are referred to as an Ordinary Citizen Transaction (OCT). Where the Shire of Wickepin can determine that an OCT was provided at arms length, and in similar terms and conditions to other members of the public and, that the nature of the transaction is immaterial, no disclosure in the annual financial report will be required.</p> <p>Disclosure Requirements For the purposes of determining relevant transactions in point 2 above, elected Council members and key</p>		

Item	Subject/Action	Officer/File	Progress	Status	Comment
			<p>management personnel as identified above, will be required to complete a Related Party Disclosures - Declaration form for submission to financial services.</p> <p>Ordinary Citizen Transactions (OCTs) Management will put forward a draft resolution to Council annually, declaring that in its opinion, based on the facts and circumstances, the following OCT that are provided on terms and conditions no different to those applying to the general public and which have been provided in the course of delivering public service objectives, are unlikely to influence the decisions that users of the Council's financial statements make. As such no disclosure in the quarterly Related Party Disclosures - Declaration form will be required. Where these services were not provided at arms length and under the same terms and conditions applying to the general public, elected Council members and KMP will be required to make a declaration in the Related Party Disclosures - Declaration form about the nature of any discount or special terms received.</p> <p>All other transactions For all other transactions listed in point 2 above, elected Council members and KMP will be required to make a declaration in the Related Party Disclosures - Declaration form.</p> <p>Frequency of disclosures Elected Council members and KMP will be required to complete a Related Party Disclosures – Declaration form annually. Disclosures must be made by all Councillors immediately prior to any ordinary or extraordinary election. Disclosures must be made immediately prior to the termination of employment of/by a KMP.</p> <p>Confidentiality All information contained in a disclosure return, will be treated in</p>		

Item	Subject/Action	Officer/File	Progress	Status	Comment
			<p>confidence. Generally, related party disclosures in the annual financial reports are reported in aggregate and as such, individuals are not specifically identified. Notwithstanding, management is required to exercise judgement in determining the level of detail to be disclosed based on the nature of a transaction or collective transactions and materiality. Individuals may be specifically identified, if the disclosure requirements of AASB 124 so demands.</p> <p>Materiality Management will apply professional judgement to assess the materiality of transactions disclosed by related parties and their subsequent inclusion in the financial statements. In assessing materiality, management will consider both the size and nature of the transaction, individually and collectively.</p> <p>Associated Regulatory Framework AASB 124 Related Party Disclosures Local Government Act 1995 Local Government (Financial Management) Regulations 1996</p> <p>Further Information Related Party Disclosures - Declaration form</p>		
948-171018-10	Wickepin Playgroup Agreement 2018 – 2023	CEO	<p>That council offers the following agreement to the Wickepin Playgroup for the use of the Wickepin playgroup building and ground on Lot 1 Campbell Street, Wickepin formerly known as the Wickepin Pre School.</p> <p><u>AGREEMENT – MEMORANDUM OF UNDERSTANDING</u> <u>PERIOD 1 JULY 2018 TO 30 JUNE 2023</u></p> <p>Between The Shire of Wickepin, of 77 Wogolin Road, Wickepin, and Wickepin Playgroup Whereby it is agreed as follows: That the Shire of Wickepin and the Wickepin Playgroup agree to the following terms and conditions as</p>	✓	

Item	Subject/Action	Officer/File	Progress	Status	Comment
			<p>stated herein for the period commencing 1 July 2018 to 30 June 2023.</p> <p>Premises – All those buildings situated on Wickepin Lot 1 Campbell Street, formerly the Wickepin Pre-Primary</p> <p>The Shire of Wickepin agrees to provide the use of the buildings situated on Wickepin Lot 1 Campbell Street, formerly the Wickepin Pre-Primary every Thursday.</p> <p>Definitions</p> <p>In this Agreement, unless the contrary intention appears, the following words have the following meanings:</p> <p>‘Commencement Date’ means the Commencement Date specified in the Schedule;</p> <p>‘Expiration Date’ means the Expiration Date specified in the Schedule;</p> <p>‘Lessee means the Wickepin Playgroup;</p> <p>‘Land’ means the Land referred to in the Schedule;</p> <p>‘Permitted Use’ means the permitted use specified in the Schedule;</p> <p>‘Premises’ means the building and surrounds to the boundary of that part of the Land described in the Schedule and all improvements, fixtures and fittings in the buildings;</p> <p>‘Rent’ means the rent specified in the Schedule and the rent payable under this Lease from time to time;</p> <p>‘Term’ means the term of this Lease specified in the Schedule commencing on the Commencement Date and terminating on the Expiration Date;</p> <p>‘This Agreement’ means this Agreement and any variations to it agreed between the parties.</p> <p>General Operational Support</p> <p>The Shire of Wickepin agrees to provide no operational subsidy to the Wickepin Playgroup.</p> <p>Annual Rental</p> <p>One hundred dollars (\$100) Paid annually in advance commencing on the 1st day of July 2018 and thereafter on the 1st day of July each year during the Term.</p>		

Item	Subject/Action	Officer/File	Progress	Status	Comment
			<p>Responsibilities <u>Shire of Wickepin</u></p> <ul style="list-style-type: none"> • Duly and punctually pay and discharge all pest control costs. • Duly and punctually pay and discharge all costs associated with insuring the demised premises (in particular industrial risk, public liability and contents). • Major maintenance, e.g. periodical painting of building, replacement of fittings and fixtures, replacement of plumbing etc. • Minor maintenance and utilities. <p><u>Wickepin Playgroup</u></p> <ul style="list-style-type: none"> • At its own expense during the Term at all times keep and maintain the Premises clean, free from rubbish, refuse and disused material of any kind and in good and sanitary condition to a standard acceptable to the Shire of Wickepin. • Report all maintenance items to the Shire of Wickepin on a regular basis. • Maintain the Grounds and Gardens to a satisfactory level on the land. <p>Prohibited Use The Wickepin Playgroup may not use the Premises for any illegal or immoral purpose or for any business or commercial use.</p> <p>DEFAULT OF LESSEE If during the Term:</p> <ol style="list-style-type: none"> (a) The Rent is not paid within fourteen days after notice has been served on the Lessee by the Lessor; (b) the Lessee breaches any of the terms, covenants, conditions or obligations of this Agreement and the breach continues for fourteen days after notice has been served on the Lessee by the Lessor; or (c) the Lessee (if the Lessee is an association or club and whether or not incorporated pursuant to the Associations Incorporation Act) changes or amends its 		

Item	Subject/Action	Officer/File	Progress	Status	Comment
			constitution or adopts a new or other constitution which is determined by the Lessor to be a material substantial and/or significant change in the objects or principal purpose of the Lessee, THEN the Shire of Wickepin may at any time by notice in writing to the Lessee determine the Term absolutely. The Lessor may, without any notice or demand, enter and repossess the Premises with the right to remove any property of the Lessee left in or about the Premises. THE SCHEDULE The Lessee Wickepin Playgroup Land All of the buildings and grounds situated on Wickepin Lot 1 Campbell Street, formerly the Wickepin Pre-Primary every Wednesday Terms Commencement Date 1 July 2018 Expiration Date 30 June 2023 Rent One Hundred Dollars (\$100) Rental is to be paid annually in advance commencing on the 1st day of July 2018 and thereafter on the 1st day of July in each and every year during the term. Permitted Use Playgroup		
949-171018-11	Sale 5 Smith St – Offer and Acceptance	CEO	1. That council reject the offer of \$172,000 for the sale of 5 Smith Street Wickepin. 2. That council authorise the CEO to negotiate a better price for 5 Smith Street Wickepin.	✓	
950-171018-14	Water Corporation Standpipes	CEO	That the Chief Executive Officer fills out the Water Corporation action plan and submit the plan by 31 October 2018 as follows:		

Account Number	Meter number	Meter Size	Local Authority	Commercial	Community	Fire Fighting Only
9007806120	HK1300033	80		✓	N/A	
9007806112	CK1200776	25				✓
9007805929	FK1050052	50		✓	N/A	
9007805881	HK1000079	80			N/A	✓
9007805515	HK1200002	80	✓		N/A	
9007805451	HK0600077	80	✓		N/A	
9007805363	FK040059	50	✓		N/A	
9007802947	BC1409650	20			N/A	✓
9007802429	CK1000175	25			N/A	✓
9007802314	FM9800005	50		✓	N/A	
9007769411	CK1301121	25			N/A	✓
9007749250	WFD0150067	50			N/A	✓

Item	Subject/Action	Officer/File	Progress	Status	Comment	
		9007669285	KK0510168	100	N/A	✓

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

○ = in progress ✓ = completed ✕ =superseded

9. Notice of Motions of Which Notice Has Been Given

10. Receipt of Reports & Consideration of Recommendations

Infrastructure and Engineering Services

10.1.01 – Manager Works and Services Report

Submission To:	Ordinary Council
Location/Address:	Whole Shire
Name of Applicant:	Manager Works & Services – Gary Rasmussen
File Reference:	CM.REP.1
Author:	Manager Works & Services – Gary Rasmussen
Disclosure of any Interest:	Nil
Date of Report:	15 November 2018

Enclosure/Attachments:

Nil.

Summary:

Monthly report for November 2018 submitted from the Manager of Works & Services, Gary Rasmussen.

Comments:**Programmed Construction Works**

- Pingelly Wickepin Rd – we have completed the tree removal and placed the gravel on the first 1.3 km. We have stopped works at the moment due to staff numbers. Big culvert head wall poured by shire staff so the next 1.5 km is now ready for the fill. As this has to be installed with a 1 in 6 batter if not then guard rail would have go all the way around the corner to meet the road safety standard.
- Wickepin North Road -- tree removal is completed, stripped ready for box out and gravel.
- Gravel pit behind the cemetery – gravel has been pushed for Wickepin Pingelly Rd and Wickepin North Road.
- Gravel has been pushed for Inkiepinkie Rd.
- The supply and lay of bituminous products has been re tendered and close 7 December 2018.
- Wash bay is on hold.
- Stock Route Rd – we have mulched this road all the way and have maintenance grader cleaning up the back slopes.

Maintenance Works

- Maintenance grader has done the works above and now is working on the back slopes all the way back to Wickepin.
- Tip work on going. Still got to get the fence up on the face
- Pothole patching on going.
- Signage maintenance is ongoing.
- Drainage and bridge works - the shire will be doing most of the maintenance works now. So instead of contractor costing \$9000 we can cut back to around \$5000.

Occupational Health and Safety

- Lost time injury - nothing to report.
- Incident report plant.- nothing to report.
- OHS course to be done by Andrew in December.

Workshop

General servicing. No major work.

Parks and Gardens

- Graham has a new worker, now we have a team of three so there should be an improvement in the area.
- General mowing and whipper snipping on going.
- Walk trail maintenance, clean ups on going.
- Town site cleanup for the Armistice day.
- General maintenance at Yealering, Harrismith and Tincurrin.

Plant and Equipment

- We have the prices in for the bobcat and trailer.
- We have the prices in for the gang mower.

Statutory Environment:

Local Government Act 1995.

Policy Implications:

Not applicable.

Financial Implications:

Not applicable.

Strategic Implications:

Not applicable.

Recommendations:

That council notes the report from the Manager of Works and Services dated 15 November 2018.

Voting Requirements:

Simple majority.

Council Decision:**Resolution No 211118-03****Moved Cr Lansdell/Seconded Cr N Astbury**

That council notes the report from the Manager of Works and Services dated 15 November 2018.

Carried 8/0

The President congratulated the outside works crew for the work done around town and at the war memorial in preparation for the events held recently in Wickepin.

Technical Services

10.1.02 – Tender – Supply of One Ride On Gang Mower

Submission To:	Ordinary Council
Location / Address:	Whole Shire
Name of Applicant:	Mark J Hook, Chief Executive Officer
File Reference:	PS.TEN.2110
Author:	Mark J Hook, Chief Executive Officer
Disclosure of any Interest:	Nil
Date of Report:	15 November 2018

Enclosure/Attachments:

Tenders received.

Summary:

Council is being requested to accept the WALGA Equote supplied by T Quip for a Toro Reel Master 5510 at a changeover price of \$ 48,990 GST exclusive. This includes trading council's existing John Deer 3235C Gang Mower WK2495.

Background

The Manager of Works requested tenders for the supply of one Ride on Gang Mower as per the 2018 - 2019 Plant Replacement Budget. Tenders were submitted via the WALGA Preferred Supplier E Quotes System.

Comments:

Tenders have been received from three companies and were evaluated using the evaluation sheet that has been included in this report.

**SHIRE OF WICKEPIN - WALGA E Quotes Received
2018/2019 Budget Change Over GST Exempt Gang Mower \$49,500**

Number	Dealer Particulars	Machine Make	Machine Model	Warranty	Delivery Time	Tendered Purchase Price (GST Ex)	John Deere 3235c Nett Trade (GST Ex)	Nett Changeover (GST Ex)
1	T- Quip	Toro	Reelmaster 5510	60 Months 5000 hours	28 Days	\$59,990	\$11,000	\$48,990
2	Afgri Equipment for John Deere	John Deere	7700A 2wd	Not Specified	28 Days	\$55,670	\$6,000	\$49,670
		John Deere	7700A 4wd	Not Specified	28 Days	\$60,554.55	\$6,000	\$54,555.55
4	McIntosh	Jacobson	LF-570 4wd	2 Year		\$58,900	No trade Offered	\$58,900
5	Kubota	Kubota	Baroness	Not Specified	3 weeks	\$73,555	\$17,285	\$56,270

Supply & Delivery of One (1) Ride on Gang Mower

CRITERION	A		B		D		E		TOTAL SCORE		Ranking
	Compliant		Price		SPECIFICATIONS		Warranty		raw score	weighted score	
	weighting	15%	weighting	55%	weighting	15%	weighting	15%			
	raw score	weighted score	raw score	weighted score	raw score	weighted score	raw score	weighted score	raw score	weighted score	
TENDERER											
<i>T- quip Toro Reelmaster 5510</i>	5.1	15.3	5.0	55.0	5.0	15.0	5.0	15.0	20.1	100.30	1
<i>Johndeere7700a 4x4</i>	5.5	16.5	3.9	42.9	5.0	15.0	5.0	15.0	19.4	89.40	5
<i>Johndeere7700a2wd</i>	5.5	16.5	4.4	48.4	0.0	0.0	5.0	15.0	14.9	79.90	6
<i>Mc Intosh & Son jacobsen lf570</i>	6.3	18.9	4.1	45.1	5.0	15.0	5.0	15.0	20.4	94.00	2
<i>Kubota Australia baroness lm2700</i>	6.0	18.0	4.0	44.0	5.0	15.0	5.0	15.0	20.0	92.00	3
Score is based on kw 65 is compliant which is 5 for every 10 kw each way is 1 point	5.0	is 25 kw									
score is based on \$ 49,000 is compliant which is 5 for every \$10,000 each way is 1 point			5.0	is \$49,000							
							Score	Description of Score			
							0	Offer did not address the criterion			
							1	offer contained insufficient/unclear information			
							2	Acceptable offer			
							3	Good offer			
							4	Very Good offer			
							5	Excellent offer			

The Manager of Works recommends the purchase of the Toro Reel Master 550 at a changeover price of \$48,990 excluding GST.

Statutory Environment:

Local Government Act 1995
Local Government (Financial Management) Regulations 1996

Policy Implications:

2.1.17 TENDERS OF BUDGETED ITEMS

OBJECTIVE: To call tenders for all items on the current adopted budget for all items above \$100,000.

The CEO is authorised to call tenders for all items on the current adopted budget over \$100,000.

Upon receipt of tenders by the CEO, all tenders are to be submitted to Council for approval, including, where necessary comparative schedules setting out major aspects of each tender. Council shall give due consideration to local businesses within the Shire of Wickepin, irrespective of prices.

In addition to tender conditions set out in Part 4 of the Local Government (Functions and General) Regulations 1996 (WA), the following conditions apply:

- *tenders are to arrive at the Shire of Wickepin admin office marked "Tender"; and*
- *tenders to close not less than 14 days prior to an ordinary meeting of Council.*

3.1.7.3 PURCHASING THRESHOLDS AND PROCESSES

The requirements that must be complied with by the Local Governments, including purchasing thresholds and processes, are prescribed within the Local Government (Functions and General) Regulations 1996 and this Purchasing Policy.

*Purchasing that is **below \$100,000** in total value (excluding GST) must utilise a Request for Quotation process, either direct to the market or through a panel of pre-qualified suppliers (e.g. WALGA Preferred Supply Contract).*

*Purchasing that **exceeds \$100,000** in total value (excluding GST) must be put to public Tender **unless** a regulatory Tender exemption is utilised by the Shire of Wickepin. Tender exemptions apply in the following instances:*

- *an emergency situation as defined by the Local Government Act 1995;*
- *the purchase is from a WALGA Preferred Supply Contract or Business Service. All WALGA Preferred Supply Contracts have been established utilising a competitive public procurement process to pre-qualify suppliers that meet compliance requirements and offer optimal value for money to the Shire of Wickepin sector.*
- *the purchase is from a Department of Finance Common Use Arrangements (where Local Government use is permitted), a Regional Local Government or another Local Government;*
- *the purchase is under auction that has been authorised by Council;*
- *the contract is for petrol, oil, or other liquid or gas used for internal combustion engines; or*
- *any of the other exclusions under Regulation 11 of the Local Government (Functions and General) Regulations 1996 apply.*

- *Determining purchasing value is to be based on the following considerations:*
- *The actual or expected value of a contract over the full contract period (including all options to extend); or*
- *The extent to which it could be reasonably expected that the Local Government will continue to purchase a particular category of goods, services or works and what total value is or could be reasonably expected to be purchased.*

Note: When making a decision about whether to conduct a public Tender or utilise a Tender exempt arrangement, the Shire of Wickepin should compare the cost and benefits of both processes.

The compliance requirements, time constraints, costs and risks associated with a public Tender should be evaluated against the value delivered by such a process. This should then be compared with the costs and benefits of using a Tender exempt arrangement which include direct access to pre-qualified suppliers, full regulatory compliance, risk mitigation, administrative efficiencies and cost savings.

Purchasing Thresholds – Requirements

Below is the purchasing process that must be followed based on the actual or expected value of each purchase by the Shire of Wickepin:

Purchasing Thresholds (ex GST)	Purchasing Requirements
Up to \$1,000	<p><i>Obtain at least 2 verbal or written quotations from suppliers supported by evidence of the quotation (e.g. email, fax or record of quotation) in each instance. All quotations from suppliers should be in writing.</i></p> <p style="text-align: center;">OR</p> <p><i>Obtain quotations directly from a pre-qualified panel of suppliers which include WALGA Preferred Supply Contracts. It is recommended that wherever possible, the Shire of Wickepin source multiple competitive quotations (at least two Preferred Suppliers) using a simple quotation process either through Equote's or directly in writing.</i></p>
\$1,000 - \$39,999	<p><i>Obtain at least 3 written quotations (e.g. email, fax or original copy).</i></p> <p style="text-align: center;">OR</p> <p><i>Obtain quotations directly from a pre-qualified panel of suppliers which include WALGA Preferred Supply Contracts. It is recommended that wherever possible, the Shire of Wickepin source multiple competitive quotations (at least three Preferred Suppliers) using a simple quotation process either through Equote's or directly in writing.</i></p>
\$40,000 - \$99,999	<p><i>Obtain at least 3 written quotations (e.g. email, fax or original copy) from suppliers containing price and specification of goods and services. The procurement decision is to be based on all value for money considerations in accordance with the definition stated within this Policy.</i></p> <p style="text-align: center;">OR</p> <p><i>Obtain quotations directly from a pre-qualified panel of suppliers which include WALGA Preferred Supply Contracts. It is recommended that wherever possible, the Shire of Wickepin source multiple competitive quotations (at least three Preferred Suppliers) using a formal Request for Quotation process either through Equote's or directly in</i></p>

	<i>writing.</i>
<i>\$100,000 and above</i>	<p><i>Conduct a public Tender process in accordance with this policy and the WALGA Procurement Handbook. The procurement decision is to be based on value for money considerations in accordance with the definition stated within this Policy.</i></p> <p><i>OR</i></p> <p><i>Obtain quotations directly from a Tender exempt and pre-qualified panel of suppliers which include WALGA Preferred Supply Contracts. It is recommended that wherever possible, the Shire of Wickepin source multiple competitive quotations (at least three Preferred Suppliers) using a formal Request for Quotation process either through Equote's or directly in writing.</i></p>

Where considered necessary, the Shire of Wickepin may consider calling public Tenders in lieu of undertaking a Request for Quotation for purchases under the \$100,000 threshold (excluding GST).

This decision should be made after considering the benefits of this approach in comparison with the costs, risks, timeliness and compliance requirements and also whether the purchasing requirement can be met through a pre-qualified panel of suppliers such as WALGA Preferred Supply Contracts.

If a decision is made to undertake a public Tender for contracts of less than \$100,000, a Request for Tender process entailing all the procedures for tendering outlined in this Policy and the WALGA Procurement Handbook must be followed in full.

Note: *The thresholds specified in the Purchasing Thresholds Table on page 4 are determined purely on dollar values; however the Local Government (Functions and General) Regulations 1996 also allow quotation criteria to be set for different types of goods, services or works; suppliers; contracts; or any other item that the Local Government considers appropriate.*

Purchasing Procedures

Tender or Request for Quotation through Tender Exempt Panels (\$100,000 or over in value)

For the procurement of goods, services or works where the value exceeds \$100,000, the Shire of Wickepin must either undertake either a:

- a public Tender process; or*
- a Request for Quotation process from a Tender exempt panel of pre-qualified suppliers including WALGA Preferred Supply Contracts (which are specifically designed around Local Government requirements) or State Government Common Use Arrangements (where Local Government access is permitted).*

When accessing a Tender exempt panel of pre-qualified suppliers, such as a WALGA Preferred Supply Contract, the Shire of Wickepin must utilise a Request for Quotation process through Equote's or in writing direct with the Preferred Suppliers.

In undertaking a Request for Quotation, the Shire of Wickepin does not need to request that pre-qualified suppliers provide the type of information that is normally provided in a public Tender. The fact that WALGA has already undertaken a public procurement process and has pre-qualified each Preferred Supplier means that this information has already been obtained and validated.

Additionally, the Shire of Wickepin does not need to use its own contractual terms and conditions given that WALGA has already developed best practice contractual terms and conditions which have been accepted by every Preferred Supplier. These contractual terms and conditions ensure that the interests of the Shire of Wickepin are fully protected.

Keeping the scope of the Request for Quotation focused on the Specification and the selection criteria that will be utilised by the Shire of Wickepin to assess different quotations will ensure that only the required information is sought from Preferred Suppliers and the response process is streamlined.

Responses from Preferred Suppliers should be in writing and contain the price and a sufficient amount of information that addresses the Specification and selection criteria provided by the Shire of Wickepin.

Equote's

Equote's is a secure, web-based procurement tool that streamlines and simplifies the Request for Quotation process with WALGA Preferred Suppliers at the same time as facilitating purchasing compliance, probity and control over all aspects of purchasing.

All WALGA Preferred Supply Contracts are available on Equote's and all necessary contract information is preloaded to enable informed procurement choices, including contract details, insurances, pricing (where applicable) etc. Local Governments can also upgrade Equote's to include their local suppliers.

Request for Quotation Process

In the event that the Shire of Wickepin elects to call a Request for Quotation, the following process should be followed:

The Request for Quotation documentation must include:

- written Specification that communicates the requirement(s) in a clear, concise and logical fashion;*
- selection criteria to be applied;*
- price schedule;*
- conditions of responding; and*
- validity period of offer.*

Invitations to quote must be issued simultaneously to ensure that all parties receive an equal opportunity to respond. This can be done through Equote's or directly to suppliers.

New information that is likely to change the requirements must be offered to all prospective suppliers at the same time.

Written responses must be assessed for compliance, then against the selection criteria, and then value for money. All evaluations must be documented.

Respondents must be advised in writing as soon as possible after the final determination is made and approved.

For this procurement range, selection must be based on value for money (in accordance with the definition stated within this Policy) and which quotation would be most advantageous to the Shire of Wickepin.

The evaluation process should include an assessment of qualitative factors such as quality, stock availability, accreditation, time for completion or delivery, warranty conditions, technology, maintenance requirements, organisation's capability, previous relevant experience, environmental and social impacts, corporate social responsibility and any other relevant factors as part of the assessment of the supplier's response.

The Shire of Wickepin can utilise the flexible nature of WALGA Preferred Supply Contracts to leverage optimal value for money through the competitive nature of the quotation process and based on their purchasing intent (e.g. volume or value of items to be purchased, period of contract etc.) Additionally, when using a WALGA Preferred Supply Contract the Shire of Wickepin may negotiate with the highest rated Preferred Supplier from the evaluation process. This does not rule out the other Preferred Suppliers until successful conclusion of negotiations via award of contract.

The responsible officer is expected to demonstrate due diligence when conducting a Request for Quotation process and must comply with any record keeping and audit requirements. Record keeping requirements must be maintained in accordance with record keeping policies.

Note: While the pre-qualified nature of WALGA Preferred Supply Contracts provides Local Governments with the capacity to negotiate with Preferred Suppliers, this is generally not permitted within a public Tender process due to legal process contract risks.

It is always wise to develop a negotiation plan and have a strategy in place. Preparation is the key. The use of the Negotiation Planning Template within the WALGA Procurement Handbook is highly recommended.

Public Tender

Before Tenders are publicly invited, the Shire of Wickepin must record the decision to invite Tenders (which is to be recorded in the Tender Register) and must determine in writing the criteria for deciding which tender should be accepted.

The Evaluation Panel must be established prior to the advertising of the Tender and include a mix of skills and experience relevant to the nature of the purchase. For Tenders with a total estimated value (ex GST) of between \$40,000 and \$99,999, the Evaluation Panel must contain a minimum of 2 members. For Tenders with a total estimated value (ex GST) of \$100,000 and above, the Evaluation Panel must contain a minimum of 3 members.

A Tender Notice must be advertised in a State wide publication e.g. "The West Australian" newspaper (Local Government Tenders section), preferably on a Wednesday or Saturday.

The Tender must remain open for at least 14 days after the date the Tender is advertised. Care must be taken to ensure that 14 full days are provided as a minimum.

The Tender Notice must include:

- a brief description of the goods or services required;
- information as to where and how Tenders may be submitted;
- the date and time after which Tenders cannot be submitted; and
- a contact person to supply more detailed information if required. Detailed information must include such information as the Shire of Wickepin decides should be disclosed to those interested in submitting a Tender response, detailed specifications of the goods or services required, the criteria for deciding which Tender response should be accepted, whether or not the Shire of Wickepin has decided to submit a Tender response and whether or not Tender responses can be submitted by facsimile or other electronic means, and if so, how Tenders may so be submitted.

Tenders must not be made available (counter, mail, internet, referral, or other means) without a robust process to ensure the recording of details of all parties who acquire the documentation. If clarifications, addendums or further communication are required prior to the close of Tenders, all potential Tenderers must have equal access to this information in order for the Shire of Wickepin not to compromise its duty to be fair.

If, after the Tender has been publicly advertised, any changes, variations or adjustments to the Tender document and/or the Conditions of Tender are required, the Shire of Wickepin may vary the initial information by taking reasonable steps to give each person who has sought copies of the Tender documents notice of the variation.

A Tender response that is not received in full in the required format by the advertised Tender Deadline must be rejected.

No tenders are to be removed from the Tender Box or opened (read or evaluated) prior to the Tender Deadline.

Tenders are to be opened in the presence of the Chief Executive Officer's delegated nominee and preferably at least one other Shire of Wickepin officer. The details of all Tender responses received and opened must be recorded in the Tenders Register. Tender responses are to be opened in accordance with the advertised time and place. There is no obligation to disclose or record tendered prices at the Tender opening, and price information should be regarded as commercial-in-confidence to the Shire of Wickepin. Members of the public are entitled to be present.

The Tenderer's offer form, price schedule and other appropriate pages from each Tender shall be date stamped and initialled by at least 2 Shire of Wickepin officers present at the opening of Tender responses.

Where the Shire of Wickepin has invited Tender responses and no compliant submissions have been received; direct purchases can be arranged on the basis of the following:

- *a sufficient number of quotations are obtained;*
- *the process follows the guidelines for seeking quotations (see Request for Quotation process on page 6);*
- *the specification for goods and/or services remains unchanged; and*
- *purchasing is arranged within six (6) months of the closing date of the lapsed Tender.*

Tender responses that have not been rejected must be assessed by the Shire of Wickepin by means of a written evaluation against the pre-determined criteria. The Evaluation Panel must assess each Tender response that has not been rejected to determine which response is most advantageous.

If, after the Tender has been publicly advertised and a successful Tenderer has been chosen, and before the Shire of Wickepin and Tenderer have entered into a contract, a minor variation may be made by the Shire of Wickepin. A minor variation may not alter the nature of the goods and/or services procured, nor may it materially alter the specification or structure provided for by the initial Tender.

Each Tenderer shall be notified of the outcome of the Tender following Council resolution or appropriate delegated authority. Notification must include:

- *The name of the successful Tenderer.*
- *The total value of consideration of the winning offer.*

The details and total value of consideration for the winning offer must be entered into the Tenders Register at the conclusion of the Tender process.

For this procurement range, selection of Tenderer must be based on value for money (in accordance with the definition stated within this Policy) and which Tender response would be most advantageous to the Local Government.

To comply with the requirements of Regulation 18(4) of the Local Government (Functions and General) Regulations 1996, the Tender evaluation process must provide a written assessment of the extent that each Tender response satisfies the criteria which was set prior to advertising the Tender. This should include an assessment of qualitative factors such as quality, stock availability, accreditation, time for completion or delivery, warranty conditions, technology, maintenance requirements, organisation's capability, previous relevant experience, environmental and social impacts, corporate social responsibility and any other relevant factors as part of the assessment of the Tender response.

The responsible officer is expected to demonstrate due diligence when conducting a public Tender and must comply with any record keeping and audit requirements.

Note: The WALGA Procurement Handbook includes a model Request for Tender Template which provides best practice documentation and will assist with recording details.

Request for Quotation (\$40,000 or over to \$99,999 in value)

For the procurement of goods or services where the value exceeds \$40,000 but is less than \$99,999, it is recommended that at least 3 written quotations be obtained from the market or from a pre-qualified panel of suppliers including WALGA Preferred Supply Contracts.

Process for Request for Quotation

Provide a Request for Quotation that includes as a minimum:

- written Specification that communicates the requirement(s) in a clear, concise and logical fashion;
- selection criteria to be applied;
- price schedule;
- conditions of responding; and
- validity period of offer.

Invitations to quote must be issued simultaneously to ensure that all parties receive an equal opportunity to respond. This can be done through Equote's or directly to suppliers.

New information that is likely to change the requirements must be offered to all prospective suppliers at the same time.

Written responses must be assessed for compliance, then against the selection criteria, and then value for money. All evaluations must be documented.

Respondents must be advised in writing as soon as possible after the final determination is made and approved.

Requests for Quotation to a panel of pre-qualified suppliers, such as a WALGA Preferred Supply Contract, should be undertaken through Equote's or in writing directly with the Preferred Suppliers. Responses from Preferred Suppliers should be in writing and contain the price and a sufficient amount of information that addresses the Specification and selection criteria provided by the Shire of Wickepin.

For this procurement range, selection of supplier should be based on value for money (in accordance with the definition stated within this Policy) and the response which would be most advantageous to the Shire of Wickepin.

The evaluation of quotations should consider qualitative factors such as quality, stock availability, accreditation, time for completion or delivery, warranty conditions, technology, maintenance requirements, organisation's capability, previous relevant experience, environmental and social impacts, corporate social responsibility and any other relevant factors as part of the assessment of the quote).

The Shire of Wickepin can utilise the flexible nature of WALGA Preferred Supply Contracts to leverage optimal value for money through the competitive nature of the quotation process and based on their purchasing intent (e.g. volume or value of items to be purchased, period of contract etc). Additionally, when using a WALGA Preferred Supply Contract the Shire of Wickepin may negotiate with the highest rated supplier from the evaluation process. This does not rule out the other suppliers until successful conclusion of negotiations via award of contract.

The responsible officer is expected to demonstrate due diligence seeking quotes and to comply with any record keeping and audit requirements. Record keeping requirements must be maintained in accordance with record keeping policies.

Note: The WALGA Procurement Handbook has a model Request for Quotation Template which provides best practice documentation and will assist with recording details.

Request for Quotation (under \$40,000 in value)

Written Requests for Quotations

For the procurement of goods or services where the value is under \$40,000, it is recommended that at least 3 written quotations be obtained from the market or from a pre-qualified panel of suppliers including WALGA Preferred Supply Contracts.

In the event that the Shire of Wickepin elects to call a Request for Quotation, the following process should be followed:

- Provide a simple Request for Quotation document that outlines the key elements of the process and requires written quotations.
- Provide an appropriately detailed written Specification that communicates the requirement(s) in a clear, concise and logical fashion.

- *Invitations to quote must be issued simultaneously to ensure that all parties receive an equal opportunity to respond. This can be done through Equote's or directly to suppliers.*
- *New information that is likely to change the requirements must be offered to all prospective suppliers at the same time.*
- *Written responses must be assessed for compliance, then against the selection criteria, and then value for money. All evaluations must be documented.*
- *Respondents must be advised in writing as soon as possible after the final determination is made and approved.*

Requests for Quotation to a panel of pre-qualified suppliers, such as a WALGA Preferred Supply Contract, should be undertaken through Equote's or in writing directly with the Preferred Suppliers. Responses from Preferred Suppliers should be in writing and contain the price and a sufficient amount of information that addresses the Specification and selection criteria provided by the Shire of Wickepin.

The responsible officer is expected to demonstrate due diligence seeking quotes and to comply with any record keeping and audit requirements.

Note: *The WALGA Procurement Handbook has a model Request for Quotation Template which provides best practice documentation and will assist with recording details.*

Verbal Requests for Quotations

For the procurement of goods or services where the value is under \$1,000 the Shire of Wickepin may undertake a verbal Request for Quotation process.

At least 2 quotations must be obtained from the market or the Shire of Wickepin may purchase from a Tender exempt panel of pre-qualified suppliers including WALGA Preferred Supply Contracts.

The requirements relating to verbal quotations are:

- *Ensure that the requirement/specification is clearly understood by the Shire of Wickepin employee seeking the verbal quotations.*
- *Ensure that the requirement is clearly, accurately and consistently communicated to each of the suppliers being invited to quote.*
- *Ensure that all quotations from suppliers are in writing and/or refer to a pricing list in an email, website or catalogue.*

The responsible officer is expected to demonstrate due diligence seeking quotes and to comply with any record keeping and audit requirements.

Note: *The WALGA Procurement Handbook contains sample forms for recording verbal and written*

Financial Implications:

The changeover figure in the adopted budget for 2018/2019 is \$49,500 GST Exclusive the changeover price of \$48,990 excluding GST for the Torro Reelmaster 5510 is within the budget figures by \$510.

Strategic Implications:

Nil.

Recommendations:

That council accept the WALGA Equote supplied by T Quip for a Toro Reel Master 5510 at a changeover price of \$48,990 GST exclusive.

Voting Requirements:

Simple majority.

Council Decision:**Resolution No 211118-04**

Moved Cr N Astbury/Seconded Cr W Astbury

That council accept the WALGA Equote supplied by T Quip for a Toro Reel Master 5510 at a changeover price of \$48,990 GST exclusive.

Carried 8/0

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.BA.1201
Author:	Erika Clement – Finance Manager
Disclosure of any Interest:	Financial
Date of Report:	15 November 2018

Enclosure/Attachments:

List of accounts.

Summary:

List of Accounts remitted during the period from 1 October 2018 to 31 October 2018.

	<u>Vouchers</u>	<u>Amounts</u>
Municipal Account		
EFT	8723-8803,8805	\$185,920.77
Cheques	15562-15566	\$ 8,210.10
Payroll	October	\$ 71,096.00
Superannuation	October	\$ 11,346.21
Credit Card	October r	\$ 721.18
Direct Deductions	October	\$ 3,361.20
Licensing	October	\$34,273.15
Trust		
EFT	EFT 8804	\$ 1,165.00
Cheques		\$ 0.00
	TOTAL	<u>\$316,093.61</u>

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

Certificate of Chief Executive Officer:

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

Comments:

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

Statutory Environment:

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

Policy Implications:

Policy 3.1.7 - Cheque Issue

Recommendations:

That council acknowledges that payments totalling **\$316,093.61** have been made in accordance with the list included in these minutes, and scrutiny of the list has found that the payments are satisfactory.

Voting Requirements:

Simply majority.

Council Decision:**Resolution No 211118-05****Moved Cr Hyde/Seconded Cr Allan**

That council acknowledges that payments totalling **\$316,093.61** 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 8/0

LIST OF ACCOUNTS DUE & SUBMITTED TO COUNCIL					
October 2018					
Chq/EFT	Date	Name	Description	Trust	Muni
EFT8804	31/10/2018	REBECCA HILLS	PIANO TUNING AND ANTIQUE LIFT UP STOOL 12/10/2018	\$ 1,165.00	
			Total Trust	\$ 1,165.00	
EFT8723	04/10/2018	COURIER AUSTRALIA	PARTS FOR WK813 GRADER		\$ 10.73
EFT8724	04/10/2018	LANDGATE	VALUATIONS		\$ 90.35
EFT8725	04/10/2018	EWEN RURAL SUPPLIES	SEPTEMBER ACCOUNT		\$ 7,043.82
EFT8726	04/10/2018	ERIKA CLEMENT	REIMBURSEMENT FOR ACCOMMODATION, MEALS AND PARKING		\$ 556.22
EFT8727	04/10/2018	PG & JD FORREST	MOW OVAL 26/09/2018 VERTO MOW 27/09/2018		\$ 3,905.00
EFT8728	04/10/2018	GREAT SOUTHERN FUEL SUPPLIES	SEPTEMBER ACCOUNT		\$ 21,054.69
EFT8729	04/10/2018	J R & A HERSEY PTY LTD	SUNSCREEN, GLOVES, BARRIER MESH AND SHOVEL		\$ 653.73
EFT8730	04/10/2018	MARKETFORCE PRODUCTIONS	FINANCE OFFICER ADVERTISEMENTS		\$ 725.06
EFT8731	04/10/2018	NARROGIN HIRE SERVICE AND RETICULATION	RETIC BOX CONTROLLER		\$ 220.40
EFT8732	04/10/2018	GREAT SOUTHERN WASTE DISPOSAL	RUBBISH COLLECTION		\$ 5,607.58
EFT8733	04/10/2018	NARROGIN GLASS	SUPPLY AND FIT WINDSCREEN TO 10/15 HINO		\$ 650.00
EFT8734	04/10/2018	NARROGIN HARDWARE MAKIT	REPAIRS FOR 5 SMITH STREET		\$ 52.45
EFT8735	04/10/2018	NARROGIN PACKAGING	NETBALL COURTS 5 L NEUTRAL CLEANER		\$ 32.25
EFT8736	04/10/2018	STAR TRACK EXPRESS	FREIGHT		\$ 102.58
EFT8737	04/10/2018	OFFICEWORKS SUPERSTORES PTY LTD	ART PRIZE DINNER NAPKINS		\$ 18.87
EFT8738	04/10/2018	PCS	MONTHLY FEE FOR DAILY MONITORING		\$ 85.00
EFT8739	04/10/2018	PARRYS	PROTECTIVE CLOTHING		\$ 334.90
EFT8740	04/10/2018	MAUREEN SUSAN PREEDY	CLEANING OF YEALERING CARAVAN PARK, TOILETS AND HALL		\$ 963.00
EFT8741	04/10/2018	WESTRAC EQUIPMENT	PARTS FOR WK813		\$ 129.01
EFT8742	04/10/2018	THE WILLIAMS NEWSPAPER	FULL PAGE AD FACEY FESTIVAL		\$ 30.00
EFT8743	19/10/2018	AUSTRALIA POST	SEPTEMBER ACCOUNT		\$ 184.07
EFT8744	19/10/2018	AIR LIQUIDE WA PTY LTD	AIR LIQUID RENTAL		\$ 92.21
EFT8745	19/10/2018	AQUATIC SERVICES WA	SUPPLY AND INSTALL NEW CHEMICAL CONTROLLER AND POOL PACKAGE DOSING SYSTEM		\$ 15,452.80

EFT8746	19/10/2018	BURGESS RAWSON (WA) PTY LTD	MANAGEMENT FEES & INDUSTRIAL RENT 01/11/2018 - 31/01/2019	\$ 2,824.80
EFT8747	19/10/2018	BAILEYS FERTILISERS	50 X 20 KGS LAWN FERTILISER	\$ 1,831.50
EFT8749	19/10/2018	YEALERING AGPARTS & REPAIRS	GAS BOTTLE, FIT PHONE KIT AND MICROPHONES	\$ 739.34
EFT8750	19/10/2018	CHRISTINE HILL FOOD	CATERING LONG TABLE LUNCH,FACEY WEEKEND	\$ 560.00
EFT8751	19/10/2018	KELLY COCHRANE	CLEANING YEALERING TOILETS, HALL AND CARAVAN PARK TOILETS	\$ 338.00
EFT8752	19/10/2018	PHILLIPA SHAREE ELLIS	REIMBURSE WORKING WITH CHILDREN CHECK, TRAINING,MEMBERSHIP	\$ 301.30
EFT8753	19/10/2018	FRANK WESTON & CO - METAL LAND	METAL - FLAT BAR	\$ 80.20
EFT8754	19/10/2018	FAIRFAX MEDIA PUBLICATIONS PTY LTD	FACEY FESTIVAL AND ART PRIZE ADVERT	\$ 990.00
EFT8755	19/10/2018	JAMES GIDDY ARTIST	WICKEPIN ART PRIZE LIVE PAINTING	\$ 750.00
EFT8756	19/10/2018	HANCOCKS HOME HARDWARE	KEYS CUT - FIRE SHED	\$ 92.30
EFT8757	19/10/2018	J R & A HERSEY PTY LTD	SLEDGE HAMMER AND POST HOLE DIGGER	\$ 327.80
EFT8758	19/10/2018	HARRIS ZUGLIAN ELECTRICS	SEWER PONDS WORKS	\$ 6,699.38
EFT8759	19/10/2018	HOSEPATCH PTY LTD	HYDRAULIC HOSE REPAIR KIT	\$ 605.00
EFT8760	19/10/2018	ISWEEP	STREET SWEEPING WICKEPIN AND YEALERING	\$ 2,376.00
EFT8761	19/10/2018	JASON SIGNMAKERS	TRAFFIC SIGNS	\$ 2,518.32
EFT8762	19/10/2018	KELS TYRES	2 TYRES AND WHEEL ALIGNMENT	\$ 517.00
EFT8763	19/10/2018	KNIGHTLINE COMPUTERS	STORAGE BOX	\$ 14.95
EFT8764	19/10/2018	LGISWA	LGIS PROPERTY COVER - INSTALMENT 2	\$ 53,135.37
EFT8765	19/10/2018	KOMATSU AUSTRALIA PTY LTD	ELEMENTS FOR THE GRADER SERVICE KIT	\$ 119.87
EFT8766	19/10/2018	NARROGIN HIRE SERVICE AND RETICULATION	HIRE OF JACKHAMMER AND CONCRETE VIBRATOR	\$ 297.50
EFT8767	19/10/2018	NARROGIN BEARING SERVICE	BEARINGS AND SEALS FOR DEPOT EQUIPMENT	\$ 102.56
EFT8768	19/10/2018	NARROGIN AUTO ELECTRICS	TWO WAY PLUG AND END ADAPTOR	\$ 27.42
EFT8769	19/10/2018	NARROGIN BETTA HOME LIVING	SAMSUNG MICROWAVE 23L	\$ 272.99
EFT8770	19/10/2018	STAR TRACK EXPRESS	MANUAL HANDLING FEE	\$ 10.45
EFT8771	19/10/2018	NARROGIN TOYOTA	CHAIN,FILES,SPARK PLUGS	\$ 112.86
EFT8772	19/10/2018	OFFICEWORKS SUPERSTORES PTY LTD	STATIONERY ORDER	\$ 179.10
EFT8773	19/10/2018	LEE PARKER	20 X GALLERY SYSTEM LOCKING CAPSULES	\$ 145.95
EFT8774	19/10/2018	ROAD SEAL (WA) PTY LTD	SPRAY SEAL WICKEPIN CORRIGIN ROAD	\$ 853.60
EFT8775	19/10/2018	GARY RASMUSSEN	REIMBURSEMENT FOR REFRESHMENTS	\$ 96.98
EFT8776	19/10/2018	ST JOHN AMBULANCE	AED BATTERIES, ALCOHOL WIPES, FACE SHIELDS	\$ 450.00
EFT8777	19/10/2018	PETER ROBERT STRIBLING	COMMISSION FOR JULY, AUGUST AND SEPTEMBER	\$ 489.02
EFT8778	19/10/2018	R J SMITH ENGINEERING	BRASS PLUG FOR VEHICLE WK 1955	\$ 2.51

EFT8779	19/10/2018	SOUTHERN CROSS AUSTEREO	ART PRIZE AND FACEY WEEKEND RADIO ADVERTISING	\$ 1,404.70
EFT8780	19/10/2018	SHIRE OF NARROGIN	BUILDING SURVEYOR CHARGES	\$ 863.50
EFT8781	19/10/2018	DAPHNE MAE TETLOW	CARAVAN PARK COMMISSIONS FOR SEPTEMBER	\$ 220.63
EFT8782	19/10/2018	WICKEPIN RURAL SERVICES	WORKWEAR FOR WORKS CREW AND OIL FOR CEO CAR	\$ 3,734.60
EFT8783	19/10/2018	WICKEPIN HOTEL AND HARVEST CAFE	REFRESHMENTS	\$ 762.00
EFT8784	19/10/2018	WICKEPIN NEWSAGENCY	REFRESHMENTS, PAPERS AND CATERING ZONE	\$ 2,063.35
EFT8785	19/10/2018	WURTH AUSTRALIA PTY LTD	WICKEPIN DEPOT SUPPLIES	\$ 459.20
EFT8786	19/10/2018	WILLIAMS COMMUNITY RESOURCE CENTRE	ADVERTISING WILLIAMS PAPER 1ST OCTOBER	\$ 90.00
EFT8787	19/10/2018	WILSON BREWING COMPANY	TICKET SALES PROFIT LAMB AND LAGER	\$ 500.00
EFT8788	19/10/2018	LAKE YEALERING PROGRESS ASSOCIATION	CATERING FOR LAMB AND LAGER FACEY FESTIVAL	\$ 3,150.00
EFT8789	29/10/2018	KERRIE ARGENT	BEST TEXTILE AWARD AND SALE OF "THERE'S GOLD IN THEM THAR TREES 3"	\$ 2,200.00
EFT8790	29/10/2018	CARMEN BAYLEY	WICKEPIN ART SHOW 2018 - RUNNER UP PRIMARY SCHOOL AWARD AND SALE OF ART	\$ 97.00
EFT8791	29/10/2018	JESS BURCHAM	"SALE OF GIRAFFE"	\$ 104.00
EFT8792	29/10/2018	CARMEN ART	AQUISITIVE PRIZE WICKEPIN ART SHOW 2018	\$ 5,000.00
EFT8793	29/10/2018	JANET DAY	2018 WICKEPIN ART SHOW SALE - "1923 RUGBY 4"	\$ 368.00
EFT8794	29/10/2018	PAUL ELLIOT	PACKERS PRIZE WICKEPIN ART SHOW 2018	\$ 500.00
EFT8795	29/10/2018	NEIL ELLIOTT	BEST SCULPTURE AWARD ART PRIZE 2018	\$ 1,000.00
EFT8796	29/10/2018	GEORGIA ENGLISH	RUNNER UP HIGH SCHOOL WICKEPIN ART SHOW 2018	\$ 50.00
EFT8797	29/10/2018	LEON HOLMES	BEST PORTRAIT WICKEPIN ART SHOW 2018	\$ 1,000.00
EFT8798	29/10/2018	DANA HILL	BEST LOCAL AND PEOPLES CHOICE AWARD ART PRIZE 2018	\$ 2,000.00
EFT8799	29/10/2018	NONI LOWTHER	SALE OF "JOURNEYS" AND "VANTAGE POINT"	\$ 1,040.00
EFT8800	29/10/2018	IRENE PERRY	SALE OF "WAITING FOR A BREEZE"	\$ 104.00
EFT8801	29/10/2018	GERALD QUARTERMAINE	SALE OF "STUART"	\$ 800.00
EFT8802	29/10/2018	JOAN RAWLUCK	SALE OF "WATCHFUL EYE" & BEST PRIMARY SCHOOL - DAMIAN MCNAMARA	\$ 450.00
EFT8803	29/10/2018	JULIE SILVESTER	BEST LANDSCAPE AWARD WICKEPIN ART SHOW 2018	\$ 1,000.00
EFT8805	21/10/2018	AUSTRALIAN TAXATION OFFICE	BAS SEPTEMBER 2018	\$ 21,103.00
			Total EFT	\$ 185,920.77
15562	02/10/2018	SHIRE OF WICKEPIN	PETTY CASH OFFICE AUGUST AND SEPTEMBER 2018	\$ 255.65
15563	19/10/2018	SYNERGY	STREETLIGHTS	\$ 2,850.15
15564	19/10/2018	WATER CORPORATION	WATER ACCOUNTS 02/08/2018 - 09/10/2018	\$ 4,504.30
15565	29/10/2018	MACKENSIE D'ALTON	BEST HIGH SCHOOL - WICKEPIN ART SHOW 2018	\$ 100.00

15566	29/10/2018	JUDITH LAMBERT	JUDGING OF WICKEPIN ART SHOW 2018		\$ 500.00
			Total Cheques		\$ 8,210.10
DD9919.1	10/10/2018	WA LOCAL GOVERNMENT SUPER PLAN	SUPERANNUATION CONTRIBUTIONS		\$ 4,075.78
DD9919.2	10/10/2018	ANZ SUPER	SUPERANNUATION CONTRIBUTIONS		\$ 405.10
DD9919.3	10/10/2018	MLC SUPER FUND	SUPERANNUATION CONTRIBUTIONS		\$ 46.27
DD9919.4	10/10/2018	AUSTRALIAN ETHICAL SUPER	SUPERANNUATION CONTRIBUTIONS		\$ 198.84
DD9919.5	10/10/2018	TREMAYNE SUPERANNUATION FUND	SUPERANNUATION CONTRIBUTIONS		\$ 186.83
DD9919.6	10/10/2018	MTAA SUPER FUND	SUPERANNUATION CONTRIBUTIONS		\$ 183.67
DD9919.7	10/10/2018	MACQUARIE INVESTMENT MANAGEMENT LIMITED	SUPERANNUATION CONTRIBUTIONS		\$ 193.54
DD9950.1	24/10/2018	WA LOCAL GOVERNMENT SUPER PLAN	SUPERANNUATION CONTRIBUTIONS		\$ 4,567.73
DD9950.2	24/10/2018	ANZ SUPER	SUPERANNUATION CONTRIBUTIONS		\$ 457.10
DD9950.3	24/10/2018	MLC SUPER FUND	SUPERANNUATION CONTRIBUTIONS		\$ 51.88
DD9950.4	24/10/2018	PRIME SUPER	SUPERANNUATION CONTRIBUTIONS		\$ 125.10
DD9950.5	24/10/2018	AUSTRALIAN ETHICAL SUPER	SUPERANNUATION CONTRIBUTIONS		\$ 236.84
DD9950.6	24/10/2018	TREMAYNE SUPERANNUATION FUND	SUPERANNUATION CONTRIBUTIONS		\$ 164.32
DD9950.7	24/10/2018	MTAA SUPER FUND	SUPERANNUATION CONTRIBUTIONS		\$ 221.67
DD9950.8	24/10/2018	MACQUARIE INVESTMENT MANAGEMENT LIMITED	SUPERANNUATION CONTRIBUTIONS		\$ 231.54
			Total Superannuation		\$ 11,346.21
DD9981.1	02/10/2018	Classic Funding Group Pty Ltd	METERPLAN CHARGES FROM MAY TO SEPT		\$ 3,361.20
			Total Direct Debits		\$ 3,361.20
DD9982.1	22/10/2018	ANZ CREDIT CARD	CEO CREDIT CARD		\$ 721.18
			Total Credit Card		\$ 721.18
98011018	01/10/2018	DEPT OF TRANSPORT	TRANS LICENSING		\$ 1,655.30
98021018	02/10/2018	DEPT OF TRANSPORT	TRANS LICENSING		\$ 96.50
98041018	04/10/2018	DEPT OF TRANSPORT	TRANS LICENSING		\$ 129.90
98051018	05/10/2018	DEPT OF TRANSPORT	TRANS LICENSING		\$ 10,740.25
98081018	08/10/2018	DEPT OF TRANSPORT	TRANS LICENSING		\$ 1,485.55
98091018	09/10/2018	DEPT OF TRANSPORT	TRANS LICENSING		\$ 1,694.00
98101018	10/10/2018	DEPT OF TRANSPORT	TRANS LICENSING		\$ 167.05
98111018	11/10/2018	DEPT OF TRANSPORT	TRANS LICENSING		\$ 912.90
98121018	12/10/2018	DEPT OF TRANSPORT	TRANS LICENSING		\$ 594.45
98151018	15/10/2018	DEPT OF TRANSPORT	TRANS LICENSING		\$ 1,259.00

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:	15 November 2018

Enclosure/Attachments:

Monthly financial report for October 2018.

Background:

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

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

Comments:

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

Statutory Environment:

Section 6.4(2) of the Local Government Act 1995

Local Government (Financial Management) Regulations 1996

34. Financial reports to be prepared s. 6.4

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

- (i) At the next ordinary meeting of the council following the end of the month to which the statement relates; or
 - (ii) if the statement is not prepared in time to present it to the meeting referred to in subparagraph (i), to the next ordinary meeting of the council after that meeting; and
 - (b) Recorded in the minutes of the meeting at which it is presented.
- (5) Each financial year, a local government is to adopt a percentage or value, calculated in accordance with AAS 5, to be used in statements of financial activity for reporting material variances.

Policy Implications:

Not applicable.

Financial Implications:

Not applicable.

Strategic Implications:

Not applicable.

Recommendations:

That the financial statements tabled for the period ending 31 October 2018 as presented be received.

Voting Requirements:

Simply majority.

Council Decision:**Resolution No 211118-06**

Moved Cr Hyde/Seconded Cr N Astbury

That the financial statements tabled for the period ending 31 October 2018 as presented be received.

Carried 8/0

SHIRE OF WICKEPIN

MONTHLY FINANCIAL REPORT

For the Period Ended 31 October 2018

LOCAL GOVERNMENT ACT 1995

LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996

TABLE OF CONTENTS

Compilation Report	43
Monthly Summary Information	44
Statement of Financial Activity by Program	47
Statement of Financial Activity By Nature or Type	48
Statement of Capital Acquisitions and Capital Funding	49
Statement of Budget Amendments	50
Note 1 Significant Accounting Policies	50
Note 2 Explanation of Material Variances	57
Note 3 Net Current Funding Position	58
Note 4 Cash and Investments	59
Note 5 Budget Amendments	60
Note 6 Receivables	62
Note 7 Cash Backed Reserves	63
Note 8 Capital Disposals	64
Note 9 Rating Information	65
Note 10 Information on Borrowings	66
Note 11 Grants and Contributions	67
Note 12 Trust	68
Appendix A Details of Capital Acquisitions	69

Shire of Wickepin

Compilation Report

For the Period Ended 31 October 2018

Report Purpose

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

Overview

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

Statement of Financial Activity by reporting program

Is presented on page 6 and shows a surplus as at 31 October 2018 of \$2,087,118.

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

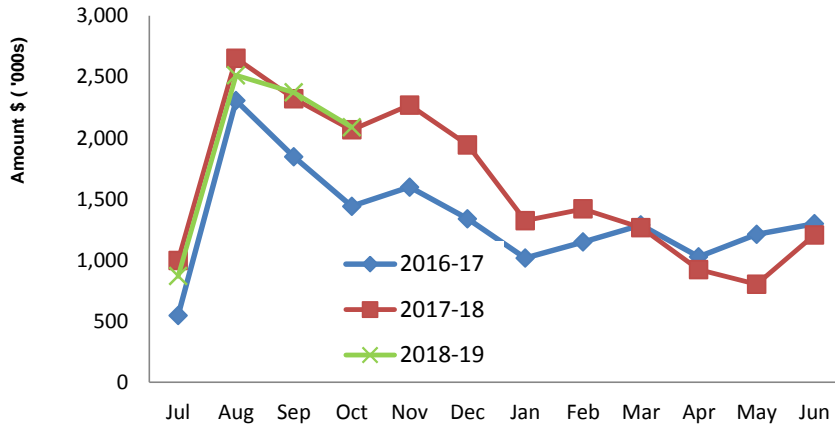
Date prepared: 12-Nov-18

Shire of Wickepin

Monthly Summary Information

For the Period Ended 31 October 2018

Liquidity Over the Year (Refer Note 3)



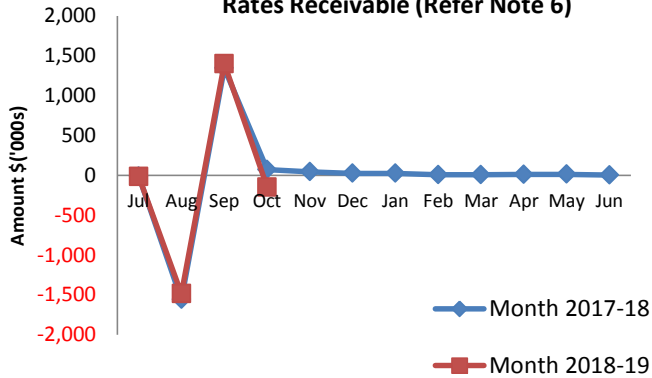
**Cash and Cash Equivalents
as at period end**

Unrestricted	\$ 2,174,026
Restricted	\$ 1,804,855
	\$ 3,978,881

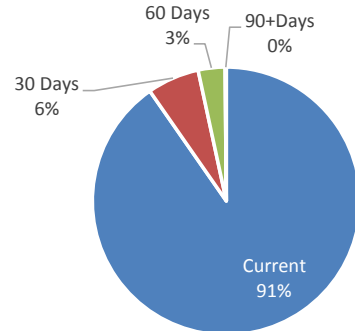
Receivables

Rates	\$ 150,466
Other	\$ 4,452
	\$ 154,918

Rates Receivable (Refer Note 6)



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



Comments

Unrestricted cash includes the following payments in advance

18/19 FESA paid in advance	\$7,703
18/19 Grants Commission - General	\$515,969
18/19 Grants Commission - Roads	\$281,233
Amounts paid in advance	\$804,905

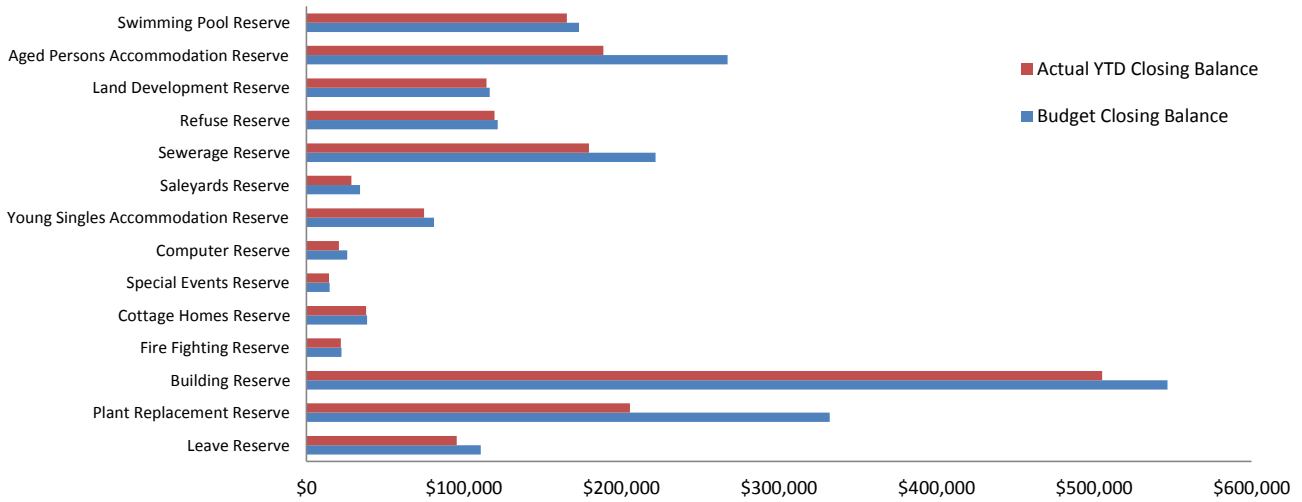
This information is to be read in conjunction with the accompanying Financial Statements and notes.

Shire of Wickepin
Monthly Summary Information
 For the Period Ended 31 October 2018

Capital Expenditure Program YTD (Refer Note 13)



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



Comments

Majority of plant and vehicles purchased for the year.

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

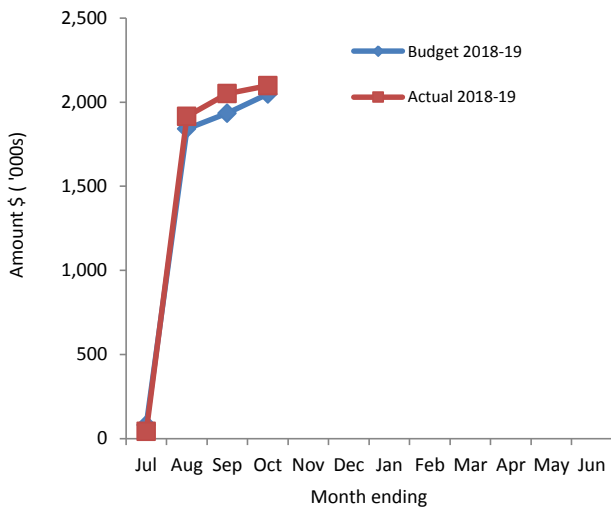
Shire of Wickepin

Monthly Summary Information

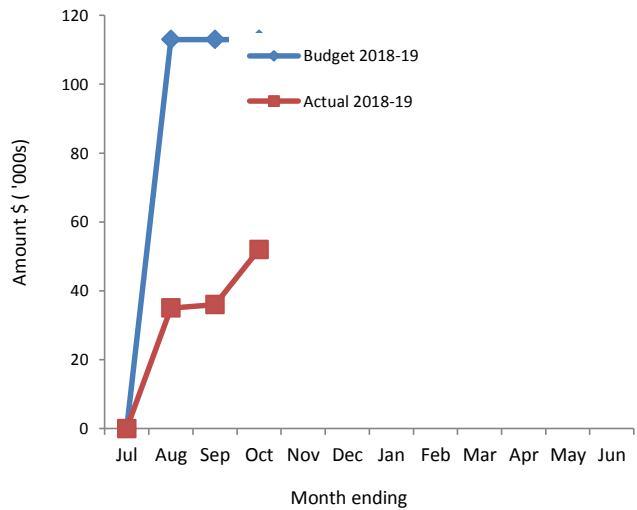
For the Period Ended 31 October 2018

Revenues

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

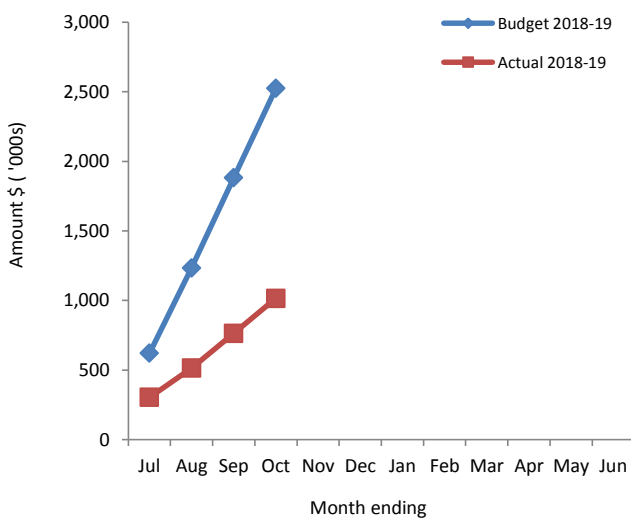


Budget Capital Revenue -v- Actual (Refer Note 2)

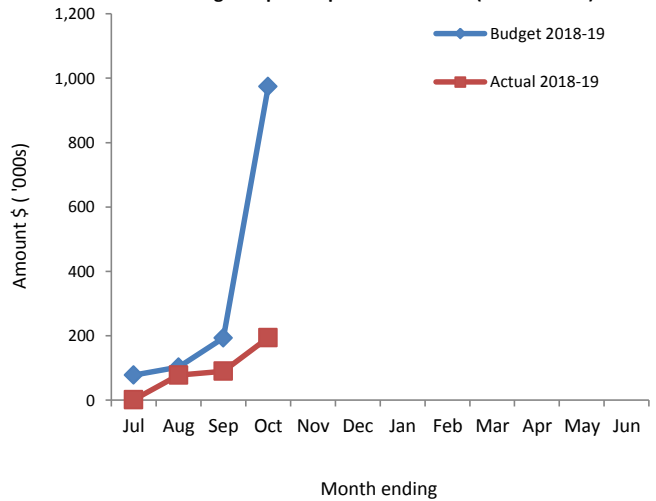


Expenditure

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



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



Comments

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

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

SHIRE OF WICKEPIN
STATEMENT OF FINANCIAL ACTIVITY
(Statutory Reporting Program)
For the Period Ended 31 October 2018

	Note	Annual Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var.
Operating Revenues		\$	\$	\$	\$	%	
Governance		1,110	364	6,005	5,641	1549.86%	▲
General Purpose Funding - Rates	9	1,352,265	1,351,949	1,359,356	7,407	0.55%	
General Purpose Funding - Other		819,181	199,475	194,803	(4,672)	(2.34%)	
Law, Order and Public Safety		72,887	54,156	52,991	(1,165)	(2.15%)	
Health		250	80	0	(80)	(100.00%)	
Education and Welfare		4,160	1,384	145	(1,239)	(89.49%)	
Housing		108,150	49,376	46,774	(2,602)	(5.27%)	
Community Amenities		186,040	61,992	146,685	84,693	136.62%	▲
Recreation and Culture		32,597	10,852	21,101	10,249	94.45%	▲
Transport		646,931	215,636	243,501	27,865	12.92%	▲
Economic Services		42,165	14,040	14,738	698	4.97%	
Other Property and Services		33,500	11,160	11,969	809	7.24%	
Total Operating Revenue		3,299,236	1,970,464	2,098,070	127,606		
Operating Expense							
Governance		(445,002)	(190,553)	(174,245)	16,308	8.56%	▼
General Purpose Funding		(87,054)	(31,200)	(27,748)	3,452	11.07%	▼
Law, Order and Public Safety		(252,430)	(101,839)	(57,112)	44,727	43.92%	▼
Health		(25,916)	(8,616)	(9,343)	(727)	(8.44%)	
Education and Welfare		(17,842)	(5,920)	(2,014)	3,906	65.98%	▼
Housing		(189,061)	(62,924)	(34,818)	28,106	44.67%	▼
Community Amenities		(383,798)	(127,744)	(90,609)	37,135	29.07%	▼
Recreation and Culture		(982,652)	(331,642)	(200,644)	130,998	39.50%	▼
Transport		(4,759,357)	(1,586,352)	(279,130)	1,307,222	82.40%	▼
Economic Services		(241,056)	(80,272)	(58,745)	21,527	26.82%	▼
Other Property and Services		(26,141)	(34,150)	(81,817)	(47,667)	(139.58%)	▲
Total Operating Expenditure		(7,410,310)	(2,561,212)	(1,016,225)	1,544,987		
Funding Balance Adjustments							
Add back Depreciation		4,327,930	1,442,624	0	(1,442,624)	(100.00%)	▼
Adjust (Profit)/Loss on Asset Disposal	8	24,900	8,300	9,783	1,483	17.87%	
Adjust Provisions and Accruals		0	0	0	0		
Net Cash from Operations		241,756	860,176	1,091,627	231,451		
Capital Revenues							
Proceeds from Disposal of Assets	8	170,594	113,729	52,079	(61,650)	(54.21%)	▼
Total Capital Revenues		170,594	113,729	52,079	(61,650)		
Capital Expenses							
Land Held for Resale		0	0	0	0		
Land and Buildings	13	(64,200)	(18,664)	(10,515)	8,149	43.66%	▼
Infrastructure - Roads	13	(677,876)	(195,232)	(77,601)	117,631	60.25%	▼
Infrastructure - Public Facilities	13						
Infrastructure - Footpaths	13	(10,000)	(3,332)	(181)	3,151	94.58%	▼
Infrastructure - Drainage	13	(84,500)	(25,824)	(21,339)	4,485	17.37%	▼
Heritage Assets	13		0	0	0		
Plant and Equipment	13	(397,144)	(145,928)	(68,261)	77,667	53.22%	▼
Furniture and Equipment	13	(22,000)	(7,332)	(15,727)	(8,395)	(114.50%)	▲
Total Capital Expenditure		(1,255,720)	(396,312)	(193,624)	202,688		
Net Cash from Capital Activities		(1,085,126)	(282,583)	(141,544)	141,038		
Financing							
Proceeds from New Debentures	10	0	0	0	0		
Proceeds from Advances		0	0	0	0		
Self-Supporting Loan Principal		6,081	507	3,010	2,503	494.02%	
Transfer from Reserves	7	46,500	11,625	0	(11,625)	(100.00%)	
Advances to Community Groups		0	0	0	0		
Repayment of Debentures	10	(29,837)	(10,700)	(10,621)	79	0.74%	
Transfer to Reserves	7	(313,466)	(156,733)	0	156,733	100.00%	▼
Net Cash from Financing Activities		(290,722)	(155,301)	(7,611)	147,691		
Net Operations, Capital and Financing		(1,134,092)	422,292	942,472	521,663		
Opening Funding Surplus(Deficit)	3	1,134,092	1,144,646	1,144,646	0	0.00%	
Closing Funding Surplus(Deficit)	3	0	1,566,938	2,087,118	521,663		

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 October 2018

	Note	Amended Annual Budget	Amended YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var.
Operating Revenues		\$	\$	\$	\$	%	
Rates	9	1,352,265	1,351,929	1,359,356	7,427	0.55%	
Operating Grants, Subsidies and Contributions	11	861,048	223,451	316,204	92,754	41.51%	▲
Fees and Charges		459,782	196,380	319,335	122,955	62.61%	▲
Service Charges		0	0	0	0		
Interest Earnings		52,000	7,332	3,610	(3,722)	(50.77%)	
Other Revenue		0	0	0	0		
Profit on Disposal of Assets	8	21,680	7,224	1,288			
Total Operating Revenue		2,746,775	1,786,316	1,999,794	219,414		
Operating Expense							
Employee Costs		(1,318,973)	(439,524)	(403,702)	35,822	8.15%	▲
Materials and Contracts		(1,358,671)	(473,782)	(398,175)	75,607	15.96%	▲
Utility Charges		(175,545)	(58,460)	(35,569)	22,891	39.16%	▲
Depreciation on Non-Current Assets		(4,327,930)	(1,442,624)	0	1,442,624	100.00%	▲
Interest Expenses		(3,453)	(1,144)	(1,542)	(398)	(34.81%)	
Insurance Expenses		(179,158)	(128,822)	(166,166)	(37,344)	(28.99%)	▼
Other Expenditure		0	0	0	0		
Loss on Disposal of Assets	8	(46,580)	(15,524)	(11,071)			
Total Operating Expenditure		(7,410,310)	(2,559,880)	(1,016,225)	1,539,201		
Funding Balance Adjustments							
Add back Depreciation		4,327,930	1,442,624	0	(1,442,624)	(100.00%)	▼
Adjust (Profit)/Loss on Asset Disposal	8	24,900	8,300	9,783	1,483	17.86%	
Adjust Provisions and Accruals			0		0		
Net Cash from Operations		(310,705)	677,360	993,351	317,474		
Capital Revenues							
Grants, Subsidies and Contributions	11	552,461	184,148	98,276	(85,872)	(46.63%)	▼
Proceeds from Disposal of Assets	8	170,594	113,729	52,079	(61,650)	(54.21%)	▼
Total Capital Revenues		723,055	297,877	150,355	(147,522)		
Capital Expenses							
Land Held for Resale		0	0	0	0		
Land and Buildings	13	(64,200)	(18,664)	(10,515)	8,149	43.66%	▲
Infrastructure - Roads	13	(677,876)	(195,232)	(77,601)	117,631	60.25%	▲
Infrastructure - Public Facilities	13	0	0	0	0		
Infrastructure - Footpaths	13	(10,000)	(3,332)	(181)	3,151	94.58%	▲
Infrastructure - Drainage	13	(84,500)	(25,824)	(21,338)	4,486	17.37%	▲
Heritage Assets	13	0	0	0	0		
Plant and Equipment	13	(397,144)	(145,928)	(68,261)	77,667	53.22%	▲
Furniture and Equipment	13	(22,000)	(7,332)	(15,727)	(8,395)	(114.50%)	▼
Total Capital Expenditure		(1,255,720)	(396,312)	(193,623)	202,689		
Net Cash from Capital Activities		(532,665)	(98,435)	(43,267)	55,167		
Financing							
Proceeds from New Debentures		0	0	0	0		
Proceeds from Advances		0	0	0	0		
Self-Supporting Loan Principal		6,081	507	3,010	2,503	494.02%	
Transfer from Reserves	7	46,500	11,625	0	(11,625)	(100.00%)	
Advances to Community Groups		0	0	0	0		
Repayment of Debentures	10	(29,837)	(10,700)	(10,621)	79	0.74%	
Transfer to Reserves	7	(313,466)	(156,733)	0	156,733	100.00%	▲
Net Cash from Financing Activities		(290,722)	(155,301)	(7,611)	147,691		
Net Operations, Capital and Financing		(1,134,092)	423,624	942,473	520,332		
Opening Funding Surplus(Deficit)	3	1,134,092	1,144,645	1,144,645	0	0.00%	
Closing Funding Surplus(Deficit)	3	0	1,568,269	2,087,118	520,332		

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 October 2018

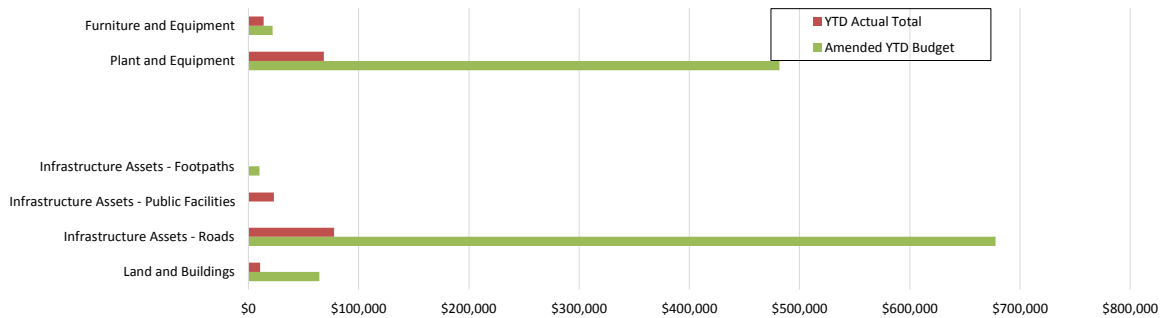
		YTD 31 10 2018					
Capital Acquisitions	Note	YTD Actual New /Upgrade (a)	YTD Actual (Renewal Expenditure) (b)	YTD Actual Total (c) = (a)+(b)	Amended YTD Budget (d)	Amended Annual Budget	Variance (d) - (c)
		\$	\$	\$	\$	\$	\$
Land and Buildings	13	10,515	0	10,515	64,200	64,200	(53,685)
Infrastructure Assets - Roads	13		77,601	77,601	677,876	677,876	(600,275)
Infrastructure Assets - Public Facilities	13	23,189	0	23,189	0	0	23,189
Infrastructure Assets - Footpaths	13	181	0	181	10,000	10,000	(9,819)
Plant and Equipment	13	68,261	0	68,261	481,644	481,644	(413,383)
Furniture and Equipment	13	13,878	0	13,878	22,000	22,000	(8,122)
Capital Expenditure Totals		116,024	77,601	193,625	1,255,720	1,255,720	(1,062,095)

Funded By:

Capital Grants and Contributions	98,276	552,461	552,461	454,185
Borrowings	0	0	0	0
Other (Disposals & C/Fwd)	52,079	113,729	170,594	(61,650)
Own Source Funding - Cash Backed Reserves				
Leave Reserve			13,500	
Saleyard Reserve			0	
Refuse Reserve			0	
Land Development Reserve			0	
Staff Housing Reserve	0		33,000	
Building Reserve	0			
Total Own Source Funding - Cash Backed Reserves	0	11,625	46,500	(11,625)
Own Source Funding - Operations	43,270	577,905	486,165	(534,635)
Capital Funding Total	193,625	1,255,720	1,255,720	(1,062,095)

Comments and graphs

Capital Expenditure Program YTD



SHIRE OF WICKEPIN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 October 2018

1. SIGNIFICANT ACCOUNTING POLICIES

(a) Basis of Accounting

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

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

Critical Accounting Estimates

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

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

(b) The Local Government Reporting Entity

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

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

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

(c) Rounding Off Figures

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

(d) Rates, Grants, Donations and Other Contributions

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

(e) Goods and Services Tax

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

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

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

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

SHIRE OF WICKEPIN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 October 2018

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(f) Cash and Cash Equivalents

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

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

(g) Trade and Other Receivables

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

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

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

(h) Inventories

General

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

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

Land Held for Resale

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

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

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

(i) Fixed Assets

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

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

SHIRE OF WICKEPIN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 October 2018

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(j) Depreciation of Non-Current Assets

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

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

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

(k) Trade and Other Payables

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

(l) Employee Benefits

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

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

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

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

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

SHIRE OF WICKEPIN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 October 2018

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(m) Interest-bearing Loans and Borrowings

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

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

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

Borrowing Costs

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

(n) Provisions

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

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

(o) Current and Non-Current Classification

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

SHIRE OF WICKEPIN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 October 2018

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(p) Nature or Type Classifications

Rates

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

Operating Grants, Subsidies and Contributions

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

Non-Operating Grants, Subsidies and Contributions

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

Profit on Asset Disposal

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

Fees and Charges

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

Service Charges

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

Interest Earnings

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

Other Revenue / Income

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

Employee Costs

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

Materials and Contracts

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

Utilities (Gas, Electricity, Water, etc.)

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

SHIRE OF WICKEPIN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 October 2018

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(q) Nature or Type Classifications (Continued)

Insurance

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

Loss on asset disposal

Loss on the disposal of fixed assets.

Depreciation on non-current assets

Depreciation expense raised on all classes of assets.

Interest expenses

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

Other expenditure

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

(r) Statement of Objectives

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

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

A 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 October 2018

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(s) Reporting Programs (Continued)

HOUSING

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

COMMUNITY AMENITIES

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

RECREATION AND CULTURE

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

TRANSPORT

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

ECONOMIC SERVICES

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

OTHER PROPERTY & SERVICES

Plant works, plant overheads and stock of materials.

SHIRE OF WICKEPIN
NOTES TO FINANCIAL ACTIVITY STATEMENT
For the Period Ended 31 October 2018

Note 2: EXPLANATION OF MATERIAL VARIANCES

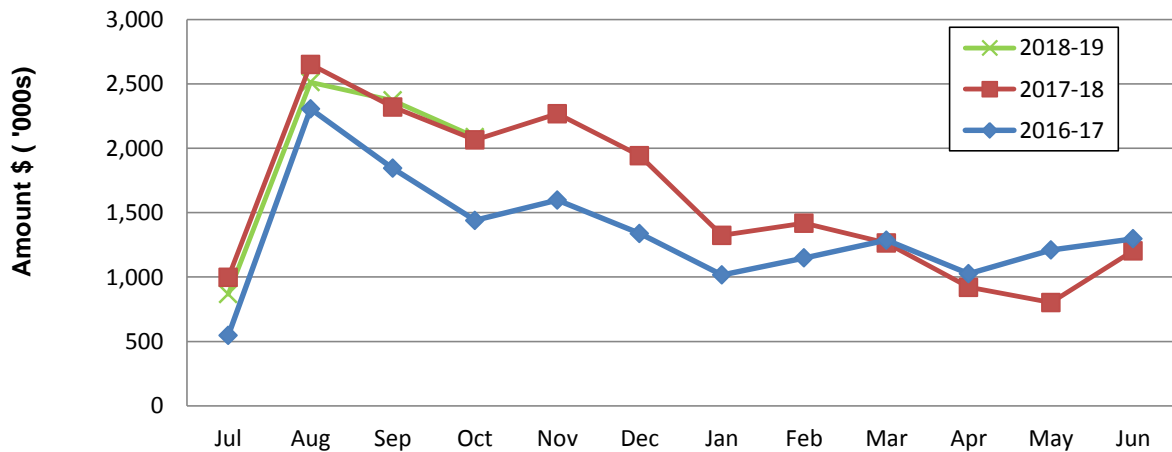
Reporting Program	Var. \$	Var. %	Var.	Timing/ Permanent	Explanation of Variance
Operating Revenues	\$	%			
Governance	5,641	1549.86%	▲	Permanent	Great Southern Regional Business Assc - Refund
General Purpose Funding - Other	(4,672)	(2.34%)			
Law, Order and Public Safety	(1,165)	(2.15%)			
Housing	(2,602)	(5.27%)			
Community Amenities	84,693	136.62%	▲	Timing	Refuse Charges
Recreation and Culture	10,249	94.45%	▲	Permanent	Art Prize Entries, Arty Party ticket sales, Lamb & Lager Ticket Sales
Transport	27,865	12.92%			
Other Property and Services	809	7.24%			
Operating Expense					
Governance	16,308	8.56%	▼		
General Purpose Funding	3,452	11.07%	▼	Timing	
Law, Order and Public Safety	44,727	43.92%	▼	Timing	Depreciation not run for 18.19 unitl after Annual Report Finalised
Health	(727)	(8.44%)			
Education and Welfare	3,906	65.98%	▼		CDO projects not completed
Housing	28,106	44.67%	▼	Timing	Maintenance costs down
Community Amenities	37,135	29.07%	▼	Timing	
Recreation and Culture	130,998	39.50%	▼	Timing	
Transport	1,307,222	82.40%	▼	Timing	Depreciation not run for 18.19 unitl after Annual Report Finalised
Economic Services	21,527	26.82%	▼	Timing	Depreciation not run for 18.19 unitl after Annual Report Finalised
Other Property and Services	(47,667)	(139.58%)	▲	Timing	
Capital Revenues					
Grants, Subsidies and Contributions	(85,872)	(46.63%)	▼	Timing	Roads Funding not yet received
Proceeds from Disposal of Assets	(61,650)	(54.21%)	▼	Timing	Assets not disposed of
Capital Expenses					
Land and Buildings	8,149	43.66%	▼	Timing	CAC Car port not yet done
Infrastructure - Roads	117,631	60.25%	▼	Timing	Road Projects not yet started or completed
Infrastructure - Footpaths	3,151	94.58%	▼	Timing	Footpath projects not started yet
Plant and Equipment	77,667	53.22%	▼	Timing	Skid Steere Loader, Trailer, John Deere Mower still be purchased
Furniture and Equipment	(8,395)	(114.50%)	▲	Timing	Projects not completed
Financing					
Loan Principal	79	0.74%			

SHIRE OF WICKEPIN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 October 2018

Note 3: NET CURRENT FUNDING POSITION

		Positive=Surplus (Negative=Deficit)			
		YTD 31 Oct			
Note		2018	30 June 2018	YTD 30 Oct 2017	
		\$	\$	\$	
Current Assets					
	Cash Unrestricted	4	2,174,026	1,296,360	975,440
	Cash Restricted	4	1,804,855	1,804,855	1,274,113
	Receivables - Rates	6	150,466	18,877	73,835
	Receivables -Other	6	4,452	11,566	112,223
	Interest / ATO Receivable/Trust		20,799	25,910	27,693
	Inventories			0	0
			4,154,598	3,157,568	2,463,304
Less: Current Liabilities					
	Payables		(85,405)	(17,216)	(26,842)
	Provisions		(177,221)	(190,853)	(144,743)
			(262,626)	(208,068)	(171,586)
	Less: Cash Reserves	7	(1,804,854)	(1,804,855)	(1,274,113)
Net Current Funding Position			2,087,118	1,144,645	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 October 2018

Note 4: CASH AND INVESTMENTS

	Interest Rate	Unrestricted \$	Restricted \$	Trust \$	Total Amount \$	Institution	Maturity Date
(a) Cash Deposits							
Municipal Bank Account	0.00%	871,736			871,736	ANZ	At Call
Reserve Bank Account	0.00%		4,855		4,855	ANZ	At Call
Trust Bank Account	0.00%			41,261	41,261	ANZ	At Call
Cash On Hand	Nil	700			700	N/A	On Hand
(b) Term Deposits							
Municipal					0		
Municipal					0		
Municipal	1.45%	1,301,590			1,301,590	WA Treasury	At Call
Reserve	2.35%		1,800,000		1,800,000	ANZ	18-Jan-19
Trust	2.10%			80,000	80,000	ANZ	18-Jan-19
Total		2,174,025	1,804,855	121,261	4,100,141		

Comments/Notes - Investments

SHIRE OF WICKEPIN
 NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
 For the Period Ended 31 October 2018

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 October 2018

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				-	-	-	-

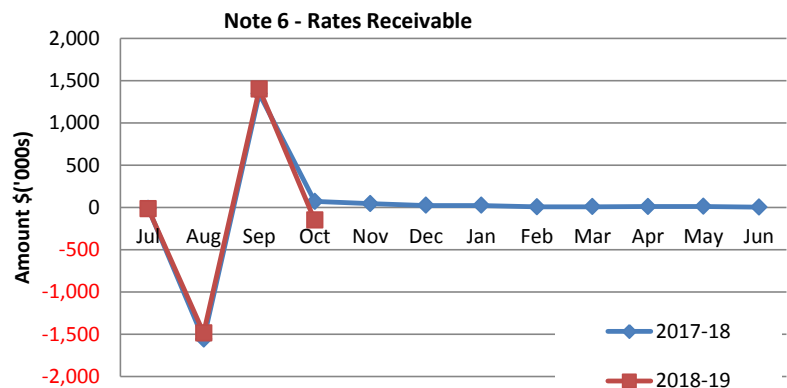
SHIRE OF WICKEPIN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 October 2018

Note 6: RECEIVABLES

Receivables - Rates Receivable

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

	YTD 31 Oct 2018	30 June 2017
	\$	\$
Opening Arrears Previous Years	19,522	25,543
Levied this year	1,531,154	1,497,589
Less Collections to date	(1,400,210)	(1,503,610)
Equals Current Outstanding	150,466	19,522
Net Rates Collectable	150,466	19,522
% Collected	90.30%	98.72%



Comments/Notes - Receivables Rates

Receivables - General

Receivables - General

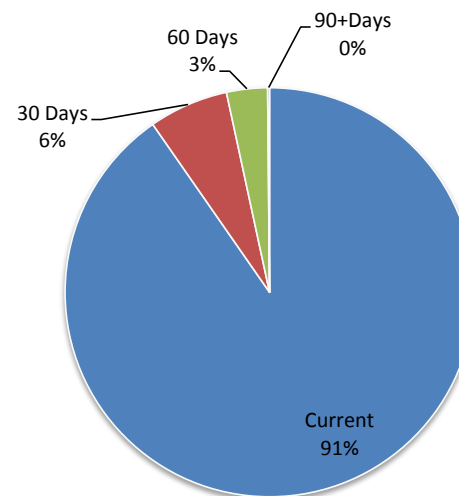
	Current	30 Days	60 Days	90+Days
	\$	\$	\$	\$
Receivables - General	4,021	280	144	7

Total Receivables General Outstanding

4,452

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 October 2018

Note 8 CAPITAL DISPOSALS

Actual YTD Profit/(Loss) of Asset Disposal				Disposals	Amended Current Budget			Comments
Cost	Accum Depr	Proceeds	Profit (Loss)		YTD 31 10 2018			
					Amended Annual Budget Profit/(Loss)	Actual Profit/(Loss)	Variance	
\$	\$	\$	\$	\$	\$	\$		
				Plant and Equipment				
37,970	(3,308)	35,950	1,288	PCEOF Holden Colorado CEO	1,000	1,288	288	GL 109930.70
				PCEOG Holden Colorado CEO	(2,480)	0	2,480	
53,500	(16,000)			P2489 2010 Bobcat Skid Steere	6,750	0	(6,750)	
1,000	(200)			P3518 1988 Flat Top Trailer for Bob Cat	0	0	0	
12,000	(4,000)			P2495 2007 John Deere Mower	2,600	0	(2,600)	
34,000	(6,800)	16,129	(11,071)	P706 2014 Holden Colorado Single Cab Utility 4X4	0	(11,071)	(11,071)	
43,673	(12,000)			PFACEY 2014 - Facey Group Colorado Crew Utility 4x4	11,330	0	(11,330)	
49,000	(4,900)			P182 Tincurrin Fire Truck	(44,100)	0	44,100	
						0	0	
231,143	(47,208)	52,079	(9,783)		(24,900)	(9,783)	15,117	

Comments - Capital Disposal/Replacements

SHIRE OF WICKEPIN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 October 2018

Note 9: RATING INFORMATION

RATE TYPE	Rate in \$	Number of Properties	Rateable Value \$	Rate Revenue \$	Interim Rates \$	Back Rates \$	Total Revenue \$	Amended Budget Rate Revenue \$	Amended Budget Interim Rate \$	Amended Budget Back Rate \$	Amended Budget Total Revenue \$
Differential General Rate											
GRV	7.3020	194	1,819,215	127,894		0	127,894	127,894			127,894
UV	0.9958	278	132,731,703	1,321,708	(400)		1,321,308	1,321,742			1,321,742
Sub-Totals		472	134,550,918	1,449,602	(400)	0	1,449,202	1,449,636	0	0	1,449,636
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							1,480,402				1,480,836
Discount							11,734				8,454
Rates Writeoffs							0				
Amount from General Rates							1,359,357				1,489,290
Specified Area Rates											
Totals							1,359,357				1,489,290

Comments - Rating Information

SHIRE OF WICKEPIN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 October 2018

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	47,972		7611	23,285	40,361	24,687	883	2,196	24/06/2020
Loan 102 - WD Sports Club SS Greens	32,961		3010	6,081	29,951	26,880	659	1,258	17/01/2023
	80,933	0	10,621	29,366	70,312	51,567	1,542	3,454	

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 October 2018

Note 11: GRANTS AND CONTRIBUTIONS

Program/Details GL	Grant Provider	Approval	2018-19 Budget	Variations Additions (Deletions)			Recoup Status	
					Operating	Capital	Received	Not Received
		(Y/N)	\$	\$	\$	\$	\$	\$
GENERAL PURPOSE FUNDING								
Grants Commission - General	WALGGC	Y	527,399	0	527,399	0	131,850	395,549
Grants Commission - Roads	WALGGC	Y	235,332	0	235,332	0	58,833	176,499
LAW, ORDER, PUBLIC SAFETY								
FESA Grant - Operating Bush Fire Brigade	Dept. of Fire & Emergency Serv.	Y	22,337	0	22,337	0	7,703	14,635
				0			0	0
HOUSING								
						0	0	0
COMMUNITY AMENITIES								
RECREATION AND CULTURE								
Armiticace Day Grant	RSL	Y	3,860	0	3,860		605	3,255
TRANSPORT								
				0	0	0	0	0
Roads To Recovery Grant - Cap	Roads to Recovery	Y	215,181	0	0	215,181	0	215,181
RRG Grants - Capital Projects	Regional Road Group	Y	245,690	0	0	245,690	98,276	147,414
Direct Grant - Maintenance	Dept. of Transport	Y	72,120	0	72,120	0	117,214	(45,094)
State Flood Income- Wandrra Funding	Wandrra Funding		91,590	0	0	91,590	0	
EDUCATION								
RDA movie nights					0			0
TOTALS			1,413,509	0	861,048	552,461	414,480	907,439
Operating		Operating		861,048		316,204		
Non-Operating		Non-operating		552,461		98,276		

SHIRE OF WICKEPIN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 October 2018

Note 12: TRUST FUND

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

Description	Opening Balance 1 Jul 18	Amount Received	Amount Paid	Closing Balance 31-Oct-18
	\$	\$	\$	\$
Housing Bonds	0	900	(260)	640
Master Key Deposits	1,200	600	(1,200)	600
Special Plates	0	0	0	0
Land Sales	0	0	0	0
Nomination Deposits	0	0	0	0
Building and BCITF	0	1,052	(57)	995
Ram Pavillion	0	0	0	0
LCDC Landcare	0	2,193	0	2,193
Cat/Dog Trap Hire	100	100	(100)	100
WDSC Replacement Greens	85,770	5,809	0	91,579
Kidsport	0	0	0	0
Albert Facey Homestead	0	0	0	0
Miscellaneous Trust	3,762	-1,143	(1,165)	1,454
Yealering Bowling Club Greens	23,700	0	0	23,700
Licensing		105,679	(105,679)	0
	114,532	115,191	(108,461)	121,262

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 October 2018

Note 13: CAPITAL ACQUISITIONS

		31/10/2018					
Infrastructure Assets		Amended Annual Budget	Amended YTD Budget	YTD Actual	Variance (Under)/Over	YTD Actual (Renewal Exp)	Strategic Reference / Comment
Land for Resale							
○	Land for Resale Total	0	0	0	0	0	
Land & Buildings							
Housing							
●	5 Smith St	LHS11C	(8,200)	0	(9,026)	(9,026)	
	Housing Total		(8,200)	0	(9,026)	(9,026)	0
Community Amenities							
○	CAC new car port	WBC3	(15,000)	(5,000)	0	5,000	carried over from 2017/2018
○	Community Amenities Total		(15,000)	(5,000)	0	5,000	
Transport							
○	Washdown Bay - Depot	LDP1	(41,000)	(13,664)	(1,489)	12,175	
○	Transport Total		(41,000)	(13,664)	(1,489)	12,175	
○	Land and Buildings Total		(64,200)	(18,664)	(10,515)	8,149	0
Footpaths							
Transport							
○	Footpaths Wickepin	LFP1	(10,000)	(3,332)	(78)	3,254	
○	Footpaths Yealering	LFP2	0	0	0	0	
○	Walk Trails	LWW1	0	0	(103)	(103)	
○	Transport Total		(10,000)	(3,332)	(181)	3,151	0
○	Footpaths Total		(10,000)	(3,332)	(181)	3,151	0
Furniture & Equipment							
Recreation And Culture							
●	Johnson Park Exercise Equipment	CJPE	0	0	(1,849)	(1,849)	0 carried over from 2017/2018
●	Aquatic Centre - Chemical Controller	LSP3	(12,000)	(4,000)	(13,878)	(9,878)	
○	Wickepin Community Centre	CLCC1	(10,000)	(3,332)	0	3,332	
○	Recreation And Culture Total		(22,000)	(7,332)	(15,727)	(8,395)	0
○	Furniture & Office Equip. Total		(22,000)	(7,332)	(15,727)	(8,395)	0
Plant, Equip. & Vehicles							
Governance							
○	Holden Colorado CEO	1064	(70,364)	(37,000)	(37,586)	(586)	0
○	Governance Total		(70,364)	(37,000)	(37,586)	(586)	0
Transport							
○	P2489 2010 Bobcat Skid Steere	6034	(119,750)	(49,896)	0	49,896	0
○	P3518 1988 Flat Top Trailer for Bob Cat	6034	(37,500)	(15,625)	0	15,625	0
○	P2495 - 2007 John Deere Mower	6034	(60,500)	(25,208)	0	25,208	
●	P706 - 2014 Holden Colorado Single Cab Utility 4X4	6034	(43,015)	(7,169)	(30,675)	(23,506)	
○	PFACEY - 2014 - Facey Group Colorado Crew Utility 4x4	6034	(66,015)	(11,003)	0	11,003	0
○	Transport Total		(326,780)	(108,928)	(30,675)	78,226	0
○	Plant, Equip. & Vehicles Total		(397,144)	(145,928)	(68,261)	77,640	0
Infrastructure Other							
Recreation and Culture							
○	Wickepin Cemetery Upgrade	WCU1	(4,000)	(1,332)	0	1,332	
○	Harrismith Cemetery Upgrade	HCU1	(15,000)	(5,000)	(8,678)	(3,678)	

SHIRE OF WICKEPIN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 October 2018

Note 13: CAPITAL ACQUISITIONS

		31/10/2018					
Infrastructure Assets		Amended Annual Budget	Amended YTD Budget	YTD Actual	Variance (Under)/Over	YTD Actual (Renewal Exp)	Strategic Reference / Comment
○	War Memorial	CWWM1	(5,000)	(1,664)	0	1,664	carried over from 2017/2018
○	Wickepin Oval - Lights	WKLI	(20,000)	(6,664)	0	6,664	
○	Street Bins	3854	(7,000)	0	0	0	
●	Boundary Signs	WBS1	(23,500)	(7,832)	(8,900)	(1,068)	
○	Benches	4584	(7,000)	(2,332)	0	2,332	
○	Town Information Board Upgrade	7124	(3,000)	(1,000)	0	1,000	
○	Recreation And Culture Total		(84,500)	(25,824)	(17,578)	8,246	0
	Community Amenity						
○	Effluent Drainage Scheme	LED1	0	0	(3,762)	(3,762)	0
○	Community Amenity Total		0	0	(3,762)	(3,762)	0
○	Public Facilities Total		(84,500)	(25,824)	(21,340)	4,484	0
	Roads						
	Transport Regional Road Group						
○	Wickepin Corrigin Road	RG001	(80,925)	(26,972)	(1,125)	25,847	0
○	Wickepin Harrismith Road	RG002	(130,000)	(43,332)	(850)	42,482	0
○	Pingelly Wickepin Road	RG003	(157,610)	(52,536)	(56,178)	(3,642)	0
○	Regional Road Group Total		(368,535)	(122,840)	(58,153)	64,687	0
	Transport Roads to Recovery						
○	Wickepin North Rd	R2R015	(134,190)	(11,064)	(1,955)	9,109	0
○	Inkiepinkie Road	R2R160	(33,194)	(14,172)	(706)	13,466	0
○	86 Gate Road	R2R013	(42,518)	(14,012)	(706)	13,306	0
○	Kirk Rock Road	R2R014	(42,039)	(14,012)	(706)	13,306	0
○	Roads to Recovery Total		(251,941)	(53,260)	(4,072)	49,188	0
	Council Resources Construction						
○	Drainage and Headwalls	CODAH	(57,400)	(19,132)	(15,376)	3,756	0
○	Council Resources Construction Total		(57,400)	(19,132)	(15,376)	3,756	0
○	Roads Total		(677,876)	(195,232)	(77,601)	117,631	0
○	Capital Expenditure Total		(1,255,720)	(396,312)	(193,625)	202,660	0

Governance, Audit and Community Services

10.2.03 – Community Development Officer's Report

Submission To:	Ordinary Council
Location / Address:	Whole Shire
Name of Applicant:	Lee Parker – Community Development Officer
File Reference:	CM.PLA.404
Author:	Lee Parker – Community Development Officer
Disclosure of any Interest:	Nil
Date of Report:	15 November 2018

Arts and Cultural	<p>Wickepin Art Prize and Facey Festival</p> <ul style="list-style-type: none"> • See below for budget breakdown • See below for volunteer hour breakdown
Community Development	<p>Townscape</p> <ul style="list-style-type: none"> • Budget discussions • Maintenance meetings • Jason Signs are manufacturing the boundary statement entry signs. They will be ready within the fortnight. • Exteria Landmark has provided a quote for the new pictorial strut bins. The CDO to liaise with them in the production of the bins. <p>War Memorial/Anzac/Armistice</p> <ul style="list-style-type: none"> • Armistice service co-ordinated and curated • Successful Armistice Service held with strong numbers in attendance. • '<i>Fallen but not Forgotten</i>' launched as part of the Armistice Day celebrations held on the 11/11/2018. • Centenary of Armistice plaque for war memorial grounds manufactured. To be installed in the grass along with the existing ground plaques. • Acquittal in progress for Department of Veteran's Affairs grant for the Armistice Parade held on 13/10/201. <p>Other</p> <ul style="list-style-type: none"> • Information sent to community on events and grant opportunities
Economic Development	<p>Harrismith Cemetery</p> <ul style="list-style-type: none"> • The CDO will liaise with Manager of Works and CEO to complete the build of the niche wall in-house. Works have begun on Stage 2 of the cemetery niche wall. Alan Cardy has been contracted to render the niche wall on the completion of the brick work. Existing ashes, plaques and memorial plaques are safely stored at the Shire Administration building until the work has been completed.
Tourism	<ul style="list-style-type: none"> • Social Media • Advert placed in <i>The Senior</i> targeting summer caravanners
Sport and Recreation	<ul style="list-style-type: none"> • Support to Department of Local Government, Sport and Cultural Industries • Information forwarded to clubs re grant opportunities
Governance Other	<ul style="list-style-type: none"> • Staff support as needed • Responded to queries from CDO Network • Liaison with Manager of Works, CEO and ESO for projects needing completion or works to be undertaken

Shire of Wickepin Art Prize 2018 Budget Breakdown

Income

Art Prize Entry		1,420.00
Sponsorship		3,850.00
Albert Facey Homestead	1,000.00	
Watershed	1,500.00	
Community Group Grant		
Peter Rundle MLA	750	
Mark Regan Wesfarmers	250	
Great Southern Fuels	200.00	
S&L Rose	150	

Art Sales Commission		1,022.00
Art Sales (-20% commission)		4,088.00
Shire Acquisitive		5,000.00
Shire Contribution - Art Prize		

Arty Party

Auction: stage live art		540.00
Arty Party tickets at \$20 each		2,080.00
Bar Sales		1360
Wine/Beer sold to Football		437.00

Long Table Lunch tickets		560.00
Lamb & Lager		4,452.80

Total Income

\$ 24,809.80

Art Prize Awards		11,725.00
Acquisitive Prize	5,000.00	
Sculpture Prize	1,000.00	
People's Choice	1,000.00	
Landscape	1,000.00	
Textile	1,000.00	
Portrait	1,000.00	
Local	1,000.00	
Packers	500	
High School	100	
Runner-UP	50	
Primary	50	
Runner-UP	25	
Judge		500
Packaging/tape/sundries		355

Expenses

Artists Paid for Sales		4088
Christine Hill paid for lunch		560
Yealering Progress for L & L		3150
Wilson Brewery for L & L		454.55
Auction art to St Johns		540

Arty Party

Catering	1,624.00
Artist on stage	750.00
Musician	600
Bar Licence	53
Accommodation for musician	55
Beer Wine Soft Drinks	1,914.00
Sundries	

Total Expenses **\$ 26,368.55**

Net Funds **-\$ 1,558.75**

Paid

Advertising	Ripe	900	
	Shire Newsletters	152	
	Triple M	1410	
	Total		\$ 2,462.00

Community Financial Benefit

Group/Business	Benefit
History Group	promotion
Wickepin P&C	\$ 4,000.00
Ten Mile Tennis Club	
Yealering Progress	\$ 2,000.00
She Shed He Shed	\$ 1,000.00
Wickepin Football Club	\$ 1,850.00
CRC	promotion
Homestead Committee	\$ 1,000.00
Wickepin Arts & Crafts	promotion
Wickepin Hotel	unknown
Wickepin NewsAgency	unknown
Rekindled Metal	\$1,800.00
Barry Corke Photos	unknown
Christine Hill Food	unknown

Total Disclosed Calculated Community Financial Benefit **\$ 11,650.00**

Volunteer Hours				
Volunteer hours are valued at \$30/hour per person				
Number of volunteers	Art Prize	Facey Festival	Arty Party	Carriage Drive
14	212			
11			59	
2		9		
16				4
Community Groups				
History Group		94		
Wickepin P&C				
Ten Mile Tennis Club				19
Yealering Progress		20		
She Shed He Shed		11	1	
Wickepin Football Club		20		
CRC		19		
Homestead Committee		6		30
Wickepin Arts & Crafts		3		
Avon & Hills Carriage Club				273
Total	212	182	60	338
Total Volunteer Hours	792			
Shire Hours				
CDO		115		
Admin		6		
ESO		4		
Finance		1		
Gardeners		16		
Peter Marsh		8		
Casual		10		
Total Shire Hours		160		

Statutory Environment:

Local Government Act 1995.

Policy Implications:

Not applicable.

Financial Implications:

Not applicable.

Strategic Implications:**(1) To Develop and Maintain Quality Services and Infrastructure:**

A sustainable and extensive transport system that allows for efficient travel within the local government and to other rural and metropolitan areas.

(2) To Ensure the Protection and Improvement of the Environment:

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

(3) To Promote the Development of a Viable and Diversified Local Economy:

A strong, diversified economic and industrial base that provides new and varied employment opportunities for all age groups.

(4) To Provide and Encourage the use of a Variety of Recreational, Educational and Cultural Facilities:

A healthy, strong and connected community that is actively engaged and involved.

(5) To Provide Efficient, Effective and Accountable Governance:

Availability of council services, personal development opportunities and adequate resident and staff accommodation to attract and retain quality resources.

(6) To Promote the Shire as a Focal Point in the Development of the Greater Region:

A council actively involved in promoting regional facilities and activities to its community and neighbouring regions.

Recommendation:

That council notes the report from the Community Development Officer dated 15 November 2018.

Voting Requirements:

Simple majority.

Council Decision:**Resolution No 211118-07**

Moved Cr Hinkley/Seconded Cr Allan

That council notes the report from the Community Development Officer dated 15 November 2018.

Carried 8/0

The President congratulated the Community Development Officer, staff and volunteers for all their work to make the two recent events, the Facey Festival and Armistice Service happen. It makes a difference to the community and inspires the staff to make the town look good.

Governance, Audit and Community Services

10.2.04 – Health, Building & Planning Services Report

Submission To:	Ordinary Council
Location / Address:	Whole Shire
Name of Applicant:	Azhar Awang, Executive Manager Development and Regulatory Services
File Reference:	CM.REP.2203
Author:	Azhar Awang, Executive Manager Development and Regulatory Services
Disclosure of any Interest:	Nil
Date of Report:	15 November 2018

Enclosure/Attachments:

Nil.

Summary:

Monthly report submitted by the Shire of Narrogin's Department of Development & Regulatory Services.

Background

On 20 September 2017, council 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.

Comments**PLANNING OFFICER REPORT**Planning Approvals:

- Proposed transportable site office (Ancillary) – Lot 208 (No 17) Richter Street, Wickepin. The proposal was for a tea rooms by the Wickepin 'She Shed He Shed' which was considered as ancillary to the overall predominant use to the existing fabrication and crafts (Industry) activity. This application was approved under delegated authority.

Upcoming Council Agenda for November 2018

- Home store at Lot 2 (No 10) Dalton Street, Yearling

Referrals & Subdivision Clearances

Nil

BUILDING SURVEYOR REPORT

SHIRE OF WICKEPIN BUILDING ACTIVITY FOR THE MONTH OF OCTOBER 2018									
Permit type	Building permit number	Approval date	Unique property identifier	Site street number	Street Name	Suburb Name	Building Work	Owner's name	Builder's name
Building Permit	WK1819002	4/10/2018	A6472	LOT 803	SNOWS ROAD	GILLIMSNING	DWELLING	P & A McKENNY	FLEETWOOD PTY LTD

ENVIRONMENTAL HEALTH OFFICER REPORT

- Follow-up inspection of Wickepin Hotel kitchen. Further extension of time has been granted to proprietor to comply with request. Follow-up inspection will be undertaken in November 2018.
- Inspection of proposed new food business at 10 Dalton Street, Yearling.
- Sampling, Collection and submission of water samples to Path West for the Wickepin swimming pool.

Statutory Environment:

- Shire of Wickepin Local Planning Scheme No. 4
- National Construction Code,
- Building Act 2011
- Building Regulations 2012

Policy Implications:

Not applicable.

Financial Implications:

Not applicable.

Strategic Implications:

Not applicable.

Recommendations:

That council notes the report submitted by the Shire of Narrogin's Department of Development & Regulatory Services dated 15 November 2018.

Voting Requirements:

Simple majority.

Council Decision:**Resolution No 211118-08****Moved Cr Hinkley/Seconded Cr Hyde**

That council notes the report submitted by the Shire of Narrogin's Department of Development & Regulatory Services dated 15 November 2018.

Carried 8/0

The CEO declared in interest in item 10.2.05 and left the meeting at 3.58pm.

Governance, Audit and Community Services

10.2.05 – Chief Executive Officer Annual Leave

Submission To:	Ordinary Council
Location / Address:	Whole Shire
Name of Applicant:	Mark J Hook, Chief Executive Officer
File Reference:	Personnel File
Author:	Mark J Hook, Chief Executive Officer
Disclosure of any Interest:	Financial Mark J Hook, Chief Executive Officer is author of report
Date of Report:	24 October 2018

Enclosure/Attachments:

Nil.

Summary:

Council is being requested to allow the Chief Executive Officer to take Leave from Monday 24 December 2018 to Friday 25 January 2019.

Background

The Chief Executive Officer wishes to apply to council for annual leave from Monday 24 December 2018 to Friday 25 January 2019.

The shire administration centre will be closed over the following dates:

Monday 24 December	Closed - Employee Annual Leave
Tuesday 25 December	Closed - Public Holiday (for Christmas Day)
Wednesday 26 December	Closed - Public Holiday (for Boxing Day)
Thursday 27 December	Closed - Employee Annual Leave
Friday 28 December	Closed - Employee Annual Leave
Monday 31 December	Closed - Employee Annual Leave
Tuesday 1 January	Closed - Public Holiday, New Year
Wednesday 2 January	Open

Comment:

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 24 October 2018 has the following outstanding leave:

1. Annual leave 21 days.
2. Executive days 4.5 days.
3. LSL 13 weeks.

Comments

The Chief Executive officer is entitled to four weeks annual leave and one executive day per month under his current contract.

7. LEAVE ENTITLEMENTS

Leave entitlement shall be provided in accordance with the NES, as summarised below:

7.1 Annual Leave

The Chief Executive Officer is entitled to four weeks paid annual leave each year, to be taken during agreed periods. The Council may also direct the Chief Executive Officer to take annual leave if s/he has accrued over 30 days entitlement.

7.2 Long service leave

The long service leave accrued by the Chief Executive Officer shall be in accordance with the Local Government (Long Service Leave) Regulations.

7.3 Personal leave

7.3.1 Paid personal leave is available to the Chief Executive Officer when they are absent:

due to personal illness or injury (sick leave); or
for the purposes of caring for an immediate family or household member who is sick and requires the Chief Executive Officer's care and support (carer's leave); or for an unexpected emergency affecting the member; or because of the serious illness, injury or death of an immediate family or household member (bereavement leave)

7.3.2 The amount of personal leave to which the Chief Executive Officer is entitled depends on how long they have worked for the Employer and shall accrue at the rate of 0.8333 day for each completed month of service.

7.3.3 The Chief Executive Officer is entitled to use up to two days personal leave as non-cumulative paid compassionate leave on any occasion on which a member of the Chief Executive Officer's immediate family or household contracts or develops a personal illness that poses a serious threat to his or her life; or sustains a personal injury that poses a serious threat to his or her life; or dies

7.3.4 The Chief Executive Officer is entitled to use up to two weeks personal leave each year to care for members of his or her immediate family or household who are sick and require care and support or for an unexpected emergency affecting the member. This entitlement is subject to the Chief Executive Officer being responsible for the care and support of the person concerned.

7.4 Parental leave

7.4.1 Parental Leave encompasses Maternity Leave, Paternity Leave and Adoption Leave, and is available if the Chief Executive Officer has been employed for a 12 month period or more immediately preceding the commencement of the leave.

7.4.2 The leave is unpaid (including Public Holidays), and is available for a period of up to 52 weeks in one unbroken period (with the ability to request an additional 52 weeks). Personal leave is not available and no leave entitlements accrue during the period of Parental Leave.

7.4.3 The Chief Executive Officer may take any other forms of paid leave to which he is entitled, such as annual or long service leave, in substitution for some or all of this 52 week period. The maximum entitlement to Paternity Leave is reduced by any maternity leave taken by the Chief Executive Officer's partner. Paternity Leave cannot normally be taken while the Chief Executive Officer's partner is on maternity leave.

7.5 Public holidays

The Chief Executive Officer shall be entitled to Western Australian Gazetted public holidays.

7.6 Executive, Community Service and Study Leave

The Chief Executive Officer is entitled to one Executive day per Month as executive leave and, if relevant, community service and/or study leave by agreement with the Council.

If the leave is approved the Chief Executive Officer, under Policy 2.1.18 will appoint Mrs Erika Clement as the Acting Chief Executive Officer during the Chief Executive Officer's absence on annual leave.

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:

Nil – allowed for in budget.

Strategic Implications:

Nil.

Recommendations:

That council allow the Chief Executive Officer to take leave from Monday 24 December 2018 to Friday 25 January 2019.

Voting Requirements:

Simple majority.

Council Decision: Resolution No 211118-09

Moved Cr Allan/Seconded Cr Hinkley

That council allow the Chief Executive Officer to take leave from Monday 24 December 2018 to Friday 25 January 2019.

Carried 8/0

The CEO returned to the meeting at 4.01pm.

Cr Hyde declared an interest in item 10.2.06 and left the meeting at 4.02pm.

Governance, Audit and Community Services

10.2.06 – Facey Group Council Representative

Submission To:	Ordinary Council
Location / Address:	Wogolin Road Wickepin
Name of Applicant:	Facey Group
File Reference:	EM.LIA.1
Author:	Mark J Hook, Chief Executive Officer
Disclosure of any Interest:	
Date of Report:	12 November 2018

Enclosure/Attachments:

Nil.

Summary:

Council is being requested to provide a Council representative to the Facey Group Committee.

Background

The Facey Group has requested council to provide a member on the Facey Group Committee as per their Constitution.

Following is an extract of section 35 of the Facey Group constitution outlining one representative of the committee to be invited from the Shire of Wickepin.

35. Advisory committee members

- (1) In addition to the Committee, the following people will be invited to attend Committee meetings as advisors:
- (a) 1 representative from the Wickepin Shire Council to be appointed by the Wickepin Shire Council ("the Wickepin Shire Council representative");
 - (b) any other organisation representatives as determined by the Committee.
- (2) The advisory Committee members as set out in sub-rules 35.1(a) and 35.1(b) inclusive will have no voting rights on the Committee.

36. Term of office

- (1) The term of office of a committee member begins when the member —
- (a) is elected at an annual general meeting or under subrule 37(3)(b); or
 - (b) is appointed to fill a casual vacancy under rule 39.
- (2) Subject to rule 38, a committee member holds office for a period of two years.

Page 20

Comments:

Council's last representative on the Facey Group Committee was Grayden Lang. There has not been a representative since Grayden ceased as a Councillor in October 2017.

As Council supports the Facey Group it would be prudent to have a Council member on the Committee as invited.

Statutory Environment:

Facey Group Constitution.

Policy Implications:

Nil.

Financial Implications:

Nil.

Strategic Implications:

Fits within theme five of the Shire of Wickepin Strategic Community plan 2018-2028

economy

GOAL 5: We are an agricultural hub, that innovates and leverages opportunities

SHORT TERM STRATEGY	MEDIUM TERM STRATEGY	POINT OF MEASUREMENT	10 YR OUTCOME
5.1 Review the RAV ratings across the Shire	5.2 Continue close links with grain handlers and commodity transporters including rail	<ul style="list-style-type: none"> - RAV rating review and necessary changes - Rail network is utilised - Grain recieval sites are utilised 	The transport network across the Shire benefits both producers and suppliers with improved efficiencies
5.3 Where appropriate support the Facey Group to continue its close links with local growers and key stakeholders	5.4 Collaborate with the Facey Group on strategic projects	<ul style="list-style-type: none"> - Annual report / presentation from the Facey Group to Council which details strategic priorities - Amount of external funding attracted by the Facey Group 	The Facey Group is a well recognised brand

Recommendations:

That council nominate Councillor _____ to be Council's representative on the Facey Group Committee.

Voting Requirements:

Simple majority.

Council Decision:

Resolution No 21118-10

Moved Cr Martin/Seconded Cr Hinkley

That council nominate Cr Nathan Astbury to be the Wickepin Shire Council's representative on the Facey Group Committee.

Carried 7/0

Cr Allan declared an interest in item 10.2.07 and left the meeting at 4.06pm.

The CEO declared an interest in item 10.2.07 and left the meeting at 4.30pm.

Governance, Audit and Community Services

10.2.07 – Shire Buildings – Leases

Submission To:	Ordinary Council
Location / Address:	Whole Shire
Name of Applicant:	Mark J Hook, Chief Executive Officer
File Reference:	CP.USG.508
Author:	Mark J Hook, Chief Executive Officer
Disclosure of any Interest:	Financial Mark J Hook, Chief Executive Officer is author of report
Date of Report:	9 November 2018

Enclosure/Attachments:

1. Draft lease of land only (for use where the club owns the buildings or improvements on the land).
2. Draft lease of premises (land and building/s).
3. WDSC Lease 1968.

Summary:

Council is being requested to enter into lease agreements for all its community and sporting groups that occupy council owned buildings.

Background

There has been a number of discussions regarding leases for council owned buildings by either sporting or community groups.

Comments:

The Shire of Wickepin currently has no lease agreement with any clubs or groups that operate out of buildings on land owned or vested with the Shire of Wickepin.

Over the years council appears to have taken over the maintenance of some of the buildings as council has taken the view that as the buildings are on council land the Shire of Wickepin is responsible for the ongoing refurbishment, maintenance and insurance of these buildings.

The Wickepin District Sports Club, Yealering Golf Club and Yealering Bowling Club have been undertaking the general maintenance of the buildings for some time. It has only been recent that council has undertaken some of the maintenance items such as new guttering and fire doors at the Yealering Golf Club and minor repairs at the Yealering Bowling Club. Council has taken over the responsibility of annual fire extinguisher and hose reel inspections on all buildings under council insurance policies.

After extensive research into who built the original buildings it appears that it was the sporting groups that constructed the building with volunteer labour and assistance from the Shire of Wickepin. CSRFF and Shire Community Grants have also been used to fund the building along with upgrades and major extensions.

A review of the land on which the sporting club and group buildings are located revealed the following types of land tenure:

- Crown Land vested with the Shire of Wickepin with the power to lease for up to 21 years,
- Crown Land vested with the Shire of Wickepin with no power to lease,
- Crown Land not vested with the Shire of Wickepin,
- Freehold land.

The Department of Planning, Lands and Heritage have advised that land without a management order are under the care control and management of the Department of Planning, Lands and Heritage and council would not be able to lease out any buildings situated on these unvested Reserves.

For any building on reserves that have management orders (vesting) and council wishes to lease the reserves to ensure the buildings are managed and maintained, council needs to obtain the power to lease the reserve from the Minister for Lands. For freehold land council has the power to lease the land for any period it sees fit under normal commercial lease arrangements.

Council has no Memorandum of Understanding or agreement with any club or organisation that operates out of the Wickepin Community Centre other than on an annual rental or daily use fee that is set each year at budget time. The current fees for football, hockey, netball, archery and cricket do not cover the annual expense to run the Community Centre and oval.

Following is a table showing all the current facilities and current vesting and freehold title details.

Community Building Land Details Summary

Club or Community Group	Reserve Number	Location	Owner	Vesting		Additional Information
Harrismith Cricket Club	Reserve 24442	Harrismith	Department of Planning and Infrastructure	Not vested with Shire of Wickepin.		
Harrismith Golf Club	Reserve 24899	Williams Loc 15108 and 15458	Department of Planning and Infrastructure	Vested in Shire of Wickepin. Under the care, control and management of Shire of Wickepin.	Power to lease for up to 21 years subject to approval in writing from Minister of Lands	Built by Shire of Wickepin 1996/1997.
Tolbin Tennis Club	Reserve 18417	Building area Lot 72 DP 147586	State of WA (Crown Land)	Not vested with Shire of Wickepin.		
	Reserve 15088	Court area Lot 78 DP 403088	State of WA (Crown Land)	Vested with Shire of Wickepin. Management Order does not mention power to lease.		
Arts and Crafts	Reserve 46580	Joyner Street WICKEPIN	Department Planning and Infrastructure.	Vested with Shire of Wickepin.	Power to lease for term not exceeding 21 years with consent Minister for Lands.	Shire of Wickepin Old Road Board. Built 1912
Wickepin District Sports Club	Freehold	A5167 Williams Loc 1610 Lot 166 CT 1311/155 DP301929	Previously owned by WDSC. Mortgage 26/08/64 Discharged 13/10/66. Transferred to Shire of Wickepin 13/10/66WDSC pays rates			Northern part golf course and house
	Freehold	A5166 CT 1667/851	Shire of Wickepin Freehold. WDSC pays rubbish & ESL			Includes WDSC building, bowling green and tennis courts. Facilities created/constructed by Wickepin Greater Sports Committee and later Wickepin District Sports Club. Sports Club building built 1967.
	Reserve13752	Wogolin Road WICKEPIN	Department Planning and Infrastructure.	Vested in Shire of Wickepin	Power to lease for term not exceeding 21 years.	Southern part golf course
Yealering Golf, Tennis and Bowling Club Buildings	Reserve 9610	Sewell Street YEALERING	Department Planning and Infrastructure.	Shire of Wickepin. Under the care, control and management of Shire of Wickepin.	Landgate have advised that there is no power to lease contained in the management orders. Would need to request power to lease from Minister for Lands	Reserve surrounding Lake Yealering

The CEO has contacted LGIS to see where council sits with insurance covers for these buildings and Sandra Clohessy forwarded the following in relation to insurable interests.

Insurable interest explained

Insurable interest is a basic requirement for LGIS to agree to cover any of your assets. Insurable interest can be a minefield and assuming responsibility for assets you do not own can lead to confusion in the community, uninsured losses and damage to your reputation if there is an event that adversely affects these assets. Let's look at the following example:



A local sporting group manages and owns club rooms situated on local government land. In many cases a local government lists these types of properties on their asset register, the register is then provided to LGIS and contributions are paid by the local government accordingly.

Several years later the sporting club's property suffers a fire loss. After investigations it was identified that the building is not owned by the local government but owned by the sporting club. As the sporting club cannot be insured under LGIS they are not entitled to any proceeds of the claim. In this scenario the local government is also not entitled to the proceeds as they are not the owner of the property and therefore, have no insurable interest.

If you have buildings listed on your asset register that your local government does not own and you are not sure if you have an insurable interest please contact your LGIS member service manager on 08 9483 8888 to discuss.

Third Party Owned Property

The third party has purchased, owns, manages the property – then they should have their own insurances in place (including insurances for the building itself). In the case where a local government has been insuring an asset which they do not own or do not have an insurable interest in, should an event occur whether the property was destroyed, the LGIS property may not respond as the LG does not have an insurable/financial interest in the property. In addition if a claims was to be accepted under the LG's policy then the owner of the property would, most likely not be entitled to any proceeds of the claim and would in essence have to potentially look to seek recovery against the LG via the public liability forum.

LG Owned Property

The same would apply in reverse, if a LG is leasing out one of their own assets/buildings and as part of the lease agreement they have given the responsibility to the lessee to insure the building. Again the lessee most highly likely does not have an insurable interest in the property and should an event occur where the property is destroyed, the lessee's property policy may not respond as they do not have an insurable/financial interest in the property itself. Again if a claim was to be accepted under the lessee's policy, then the lessee themselves will get the proceeds of the claim and the LG would most likely not receive anything. In this particular case it would always be recommended that the LG (owner of the building) insure the building (to ensure full coverage) and if necessary pass on the cost of insurance to the lessee (include in the rental costs).

It would appear from our research that the following buildings are owned by the following sporting groups and cannot be insured by council under the insurable interest as explained above.

1. Yealering Bowling Club
2. Yealering Golf Club
3. Harrismith Golf Club (Community Centre)

The issue with the Wickepin District Sports Club is a little trickier as it appears that the land was transferred to the Shire of Wickepin on 13 October 1966. This could be argued that all the buildings etc on the land was also transferred to the Shire of Wickepin at this time. The Wickepin District Sports Club have been undertaking all the maintenance etc at the Wickepin District Sports Club so it could be argued in the reverse that they are unable to insure the building as it is owned by the Shire of Wickepin and not the Wickepin District Sports Club.

Council may include in any lease that council would reimburse the sporting or community group the cost of the insurance each year but they would be responsible to ensure the building and contents were insured in their name with council being listed with an interest in the building.

The Shire of Wickepin did have a lease dated the 15th day of September 1967 with the Wickepin District Sports Club which had the following clause 2(g) in relation to insuring the building.

(g) The Lessee will at its own expense insure and keep the demised premises insured in the name of the Lessor as Owner and the Lessee as tenant against damage or destruction by fire storm or tempest to the full insurable value thereof and produce to the Lessor on demand proof that such insurance had been effected or renewed and that the necessary premiums have been paid.

The lease was for a twenty one year period from the 15th day of September 1967 to the 15th day of September 1988. It would appear that this has never been extended or renewed for any period of time. It could be argued that the existing lease does hold until a new lease has been instigated but that would require a legal opinion from a qualified person. The Wickepin District Sports Club does have a lease with the current tenant of the house sitting on the golf course lands. The lease commenced on 1 May 2001 and appears to run until either party wishes to terminate the lease with one month's notice.

The CEO has utilised the services of McLeods Barristers and Solicitors to draft the attached leases and it would be prudent to continue to utilise the services of McLeods Barristers and Solicitors to finalise the leases with each sporting and community group to ensure council's insurance liabilities etc and any other interests are fully covered. This may also mean that council may be able to insure the buildings as it is under a lease agreement but as stated earlier this would require legal clarification.

In relation to the Harrismith Cricket Club and the Toolibin Tennis Club council will need to request the Minister for Lands to vest the land in the Shire of Wickepin as currently the Harrismith Cricket Club land is unvested and is under the Management of the Department of Planning and Infrastructure and the Toolibin Tennis Club is sitting half on a vested reserve with council and half on unallocated crown land under the management of the Department of Planning Lands and Heritage.

Statutory Environment:**Local Government Act 1995****3.58. Disposing of property**

- (1) *In this section —*
dispose includes to sell, lease, or otherwise dispose of, whether absolutely or not;
property includes the whole or any part of the interest of a local government in property, but does not include money.
- (2) *Except as stated in this section, a local government can only dispose of property to —*
- (a) *the highest bidder at public auction; or*
 - (b) *the person who at public tender called by the local government makes what is, in the opinion of the local government, the most acceptable tender, whether or not it is the highest tender.*
- (3) *A local government can dispose of property other than under subsection (2) if, before agreeing to dispose of the property —*
- (a) *it gives local public notice of the proposed disposition —*
 - (i) *describing the property concerned; and*
 - (ii) *giving details of the proposed disposition; and*
 - (iii) *inviting submissions to be made to the local government before a date to be specified in the notice, being a date not less than 2 weeks after the notice is first given;*
 - and*
 - (b) *it considers any submissions made to it before the date specified in the notice and, if its decision is made by the council or a committee, the decision and the reasons for it are recorded in the minutes of the meeting at which the decision was made.*
- (4) *The details of a proposed disposition that are required by subsection (3)(a)(ii) include —*
- (a) *the names of all other parties concerned; and*
 - (b) *the consideration to be received by the local government for the disposition; and*
 - (c) *the market value of the disposition —*
 - (i) *as ascertained by a valuation carried out not more than 6 months before the proposed disposition; or*
 - (ii) *as declared by a resolution of the local government on the basis of a valuation carried out more than 6 months before the proposed disposition that the local government believes to be a true indication of the value at the time of the proposed disposition.*
- (5) *This section does not apply to —*
- (a) *a disposition of an interest in land under the Land Administration Act 1997 section 189 or 190; or*
 - (b) *a disposition of property in the course of carrying on a trading undertaking as defined in section 3.59; or*
 - (c) *anything that the local government provides to a particular person, for a fee or otherwise, in the performance of a function that it has under any written law; or*
 - (d) *any other disposition that is excluded by regulations from the application of this section.*

Land Administration Act 1997**79. Minister's powers as to lease of Crown land**

- (1) *Subject to Part 7, the Minister may grant leases of Crown land for any purpose and may, without limiting the generality of that power —*
- (a) *grant leases of Crown land by public auction, public tender or private treaty; and*
 - (b) *fix the duration of any such lease; and*
 - (c) *determine rentals, premiums, conditions and penalties in respect of any such lease; and*
 - (d) *require a performance bond in respect of any such lease.*
- (2) *The Minister may pay a commission to a person acting on behalf of the Minister in the granting of leases of Crown land.*
- (3) *Without limiting the generality of conditions referred to in subsection (1)(c), those conditions include —*
- (a) *options for renewal of leases granted; and*
 - (b) *options to purchase the fee simple of the Crown land leased,*
- under subsection (1), and conditions for the variation of those conditions.*
- (4) *The Minister may at any time extend the term of a lease, other than a pastoral lease, having effect under this Act or vary the provisions of such a lease.*
- (5) *Any sublease or other interest granted under a lease —*
- (a) *the term of which is extended; or*
 - (b) *the provisions of which are varied,*
- under subsection (4) continues to have effect insofar as it is permitted to do so by that extension or variation.*

Policy Implications:

Nil

Financial Implications:

Council has budgeted \$10,000 for the leases to be drawn up by McLeods Barristers and Solicitors.

Strategic Implications:

Not in the Strategic Community Plan 2018-2028.

Recommendations:

1. That the CEO liaise with McLeods Barristers and Solicitors to draft individual leases for the following sporting and community groups, based on the grounds that the Shire of Wickepin are the owners of the buildings and that council will be responsible for all major refurbishments, insurance and the clubs responsible for all minor maintenance requirements.
 - 1.1 Wickepin District Sports Club
 - 1.2 Yealering Bowling Club
 - 1.3 Yealering Golf Club
 - 1.4 Yealering Tennis Club
 - 1.5 Wickepin Arts and Crafts
 - 1.6 Harrismith Golf Club
2. That the lease be on a peppercorn lease basis.
3. That the CEO liaise with all of the above sporting bodies regarding the leases.
4. That the CEO request the vesting of the land in the name of the Shire of Wickepin as sporting and recreational reserves that the Toolibin Tennis Club and the Harrismith Cricket Club currently sit on (Toolibin Tennis Club Reserve 15088 and the Harrismith Cricket Club Reserve 24442).

Voting Requirements:

Simple majority.

Council Decision:

Resolution No 211118-11

Moved Cr Hinkley/Seconded Cr Lansdell

1. That council engage McLeods Barristers and Solicitors to provide advice as to the ownership of the following land and structures:
 - 1.1 Wickepin District Sports Club
 - 1.2 Yealering Bowling Club
 - 1.3 Yealering Golf Club
 - 1.4 Yealering Tennis Club
 - 1.5 Wickepin Arts and Crafts
 - 1.6 Harrismith Golf Club
 - 1.7 Toolibin Tennis Club
 - 1.8 Harrismith Cricket Club
2. That the CEO liaise with McLeods Barristers and Solicitors to draft individual lease agreements based on ownership of the land and structures for the above sporting and community groups.
3. That the CEO liaise with all of the above sporting bodies regarding the leases.
4. That the CEO request Reserve 15088 Toolibin Tennis Club and Reserve 24442 Harrismith Cricket Club to be vested in the Shire of Wickepin as sporting and recreational reserves.

Carried 7/0

Cr Allan and the CEO returned to the meeting at 4.40pm.

The DCEO left the meeting at 4.40pm and returned at 4.41pm.

Governance, Audit and Community Services

10.2.08 – MRWA - RAV Network Conditions

Submission To:	Ordinary Council
Location / Address:	Whole Shire
Name of Applicant:	Mark J Hook, Chief Executive Officer
File Reference:	LE.LIC.1810
Author:	Mark J Hook, Chief Executive Officer
Disclosure of any Interest:	Nil
Date of Report:	6 November 2018

Enclosure/Attachments:

RAV Network Conditions 15/10/2018 with track changes.

Summary:

Council is being requested to review and adopt the changes to the Shire of Wickepin Roads RAV Network Conditions and Policy 8.1.2 RESTRICTED ACCESS VEHICLE PERMIT ON LOW VOLUME ROADS.

Background

Council held various forum sessions to discuss the RAV network conditions and has also liaised with the local trucking companies on the conditions placed on the current MRWA heavy Vehicles RAV Permit network.

Comments:

At these forums the discussion has been along the line of removing some of the conditions that are no longer valid or unable to be enforced.

Following is the current Policy 8.1.2 Restricted Access Vehicle Permit on Low Volume roads.

8.1.2 RESTRICTED ACCESS VEHICLE PERMIT ON LOW VOLUME ROADS

OBJECTIVE: Formalise the process of Council approving Restricted Access Vehicles (RAV) on Shire of Wickepin approved Low Volume Roads (LV) as designated by Main Roads Western Australia and to allow primary producers in the Shire of Wickepin to conduct seasonal movements of primary produce and primary input materials throughout the Shire of Wickepin in a coordinated and controlled manner.

Council delegates authority to the CEO to grant Council approval to RAV applications in accordance with this policy.

A LV road is generally an unsealed rural road with a traffic volume of less than 75 vehicles per day. These roads are narrower and generally only approved for use during harvest and other local seasonal activities.

All LV roads require the approval from Council before use.

There are two standards of LV roads, type A and type B. Type B is narrower and considered a single lane road (i.e. trafficable running surface of > 4 metres).

LOW VOLUME CONDITION TYPE A

Current written approval from Council, permitting use of the road, must be obtained, carried and produced on demand. Approval is granted subject to the following conditions:

- Transport operators must avoid school bus routes between the hours of 7am to 9am and 3pm to 5pm on school days, and to show courtesy to school buses and local traffic at all times.
- Headlights must be switched on at all times.
- Operation during daylight hours only.
- No operation on unsealed roads when visibly wet.
- Direct radio contact must be maintained with other RAV's to establish their position on or near the road (UHF channel 40).

LOW VOLUME CONDITION TYPE B

Current written approval from Council, permitting use of the road, must be obtained, carried and produced on demand. Approval is granted subject to the following conditions:

- Transport operators must avoid school bus routes between the hours of 7am to 9am and 3pm to 5pm on school days, and show courtesy to school buses and local traffic at all times.
- Headlights must be switched on at all times.
- Operation during daylight hours only.
- No operation on unsealed road segment when visibly wet.
- Direct radio contact must be maintained with other RAV's to establish their position on or near the road (UHF channel 40).
- Single lane road; road not to be entered until driver has established by radio contact that there is no other RAV on the road travelling in the oncoming direction.
- Maximum speed limit of 40kmh.

RESOLUTION:	DATE OF REVIEW:
170615-12	17/06/2015
150317-11	15/03/2017

To cover the required changes requested at the forum sessions, council needs to amend Policy 8.1.2 Restricted Access Vehicle Permit on Low Volume Roads to the following:

8.1.2 RESTRICTED ACCESS VEHICLE PERMIT ON LOW VOLUME ROADS

OBJECTIVE: Formalise the process of council approving Restricted Access Vehicles (RAV) on Shire of Wickepin approved Low Volume Roads (LV) as designated by Main Roads Western Australia and to allow primary producers in the Shire of Wickepin to conduct seasonal movements of primary produce and primary input materials throughout the Shire of Wickepin in a coordinated and controlled manner.

Council delegates authority to the CEO to grant council approval to RAV applications in accordance with this policy.

An LV road is generally an unsealed rural road with a traffic volume of less than 75 vehicles per day. These roads are narrower and generally only approved for use during harvest and other local seasonal activities.

There are two standards of LV roads, type A and type B. Type B is narrower and considered a single lane road (ie trafficable running surface of > 4 metres).

LOW VOLUME CONDITION TYPE A

- Transport operators must show courtesy to school buses and local traffic at all times.
- Operation during daylight hours only.

LOW VOLUME CONDITION TYPE B

- Transport operators must show courtesy to school buses and local traffic at all times.
- Operation during daylight hours only.
- Maximum speed limit of 40kmh.

Council will also need to remove the following conditions on all the MRWA RAV network permit roads:

1. All operators must carry current written approval from the road asset owner permitting use of the road.
2. No operation on unsealed segment when visibly wet without road owner's approval.
3. Local delivery and pickup only, driver must carry documentation as proof of local delivery or pickup.
4. Head lights to be switched on at all times when travelling at night.
5. No operation during school bus hours, transport operators are to contact the local schools to obtain bus hours.
6. Limit engine breaking near school.

Council will need to reassess the RAV network conditions for the Wickepin - Pingelly Road and the CEO believes the following conditions need to be imposed on the Wickepin – Pingelly Road under the MRWA heavy vehicle RAV network permit system:

4290003	Wickepin - Pingelly Rd	Wickepin - Pingelly Rd	Wickepin	Stratherne Rd & Wickepin - Pingelly Rd	Williams Kondinin Rd	Network Conditions Not to be used as a through route. For local delivery and pickup only. Driver must carry documentation as proof of local delivery or pickup
---------	------------------------	------------------------	----------	--	----------------------	---

The Cuballing East Road is the preferred grain freight route and has been funded by Main Roads for improvements as it is the main delivery route for grain. The Wickepin Pingelly road in the Shire of Pingelly is unable to meet the stacking distance at the Great Southern Highway intersection due to the closeness of the rail line.

Statutory Environment:

MRWA Heavy Vehicles RAV permit network

Policy Implications:

Nil

Financial Implications:

Nil

Strategic Implications:

Nil

Recommendations:

1. That the following conditions be removed from the Shire of Wickepin RAV network Roads.
 1. All operators must carry current written approval from the road asset owner permitting use of the road
 2. No operation on unsealed segment when visibly wet without road owners approval
 3. Local Delivery and pickup only, driver must carry documentation as proof of Local delivery or pickup
 4. Head lights to be switched on at all times when travelling at night.
 5. No operation during School bus hours transport operators are to contact the local schools to obtain bus hours.
 6. Limit Engine Breaking near School

2. That the Wickepin Pingelly road conditions remain as per the following table:

4290003	Wickepin - Pingelly Rd	Wickepin - Pingelly Rd	Wickepin	Stratherne Rd & Wickepin - Pingelly Rd	Williams Kondinin Rd	Network Conditions Not to be used as a through route. For local delivery and pickup only. Driver must carry documentation as proof of local delivery or pickup
---------	------------------------	------------------------	----------	--	----------------------	---

3. That Council Policy 8.1.2 Restricted Access Vehicle Permit on Low Volume Roads be amended as follows:

8.1.2 RESTRICTED ACCESS VEHICLE PERMIT ON LOW VOLUME ROADS

OBJECTIVE: Formalise the process of Council approving Restricted Access Vehicles (RAV) on Shire of Wickepin approved Low Volume Roads (LV) as designated by Main Roads Western Australia and to allow primary producers in the Shire of Wickepin to conduct seasonal movements of primary produce and primary input materials throughout the Shire of Wickepin in a coordinated and controlled manner.

Council delegates authority to the CEO to grant Council approval to RAV applications in accordance with this policy.

A LV road is generally an unsealed rural road with a traffic volume of less than 75 vehicles per day. These roads are narrower and generally only approved for use during harvest and other local seasonal activities.

There are two standards of LV roads, type A and type B. Type B is narrower and considered a single lane road (i.e. trafficable running surface of > 4 metres).

LOW VOLUME CONDITION TYPE A

- Transport operators must show courtesy to school buses and local traffic at all times.
- Operation during daylight hours only.

LOW VOLUME CONDITION TYPE B

- Transport operators must show courtesy to school buses and local traffic at all times.
- Operation during daylight hours only.
- Maximum speed limit of 40kmh.

Voting Requirements:

Simple majority.

Council Decision:

Resolution No 211118-12

Moved Cr Hyde/Seconded Cr Lansdell

1. That the following conditions be removed from the Shire of Wickepin RAV network Roads.

1. All operators must carry current written approval from the road asset owner permitting use of the road
2. No operation on unsealed segment when visibly wet without road owners approval
3. Local Delivery and pickup only, driver must carry documentation as proof of Local delivery or pickup
4. Head lights to be switched on at all times when travelling at night.
5. No operation during School bus hours transport operators are to contact the local schools to obtain bus hours.
6. Limit Engine Breaking near School

2. That the Wickepin Pingelly road conditions remain as per the following table:

4290003	Wickepin - Pingelly Rd	Wickepin - Pingelly Rd	Wickepin	Stratherne Rd & Wickepin Pingelly Rd	Williams - Kondinin Rd	Network Conditions Not to be used as a through route. For local delivery and pickup only. Driver must carry
---------	------------------------	------------------------	----------	--------------------------------------	------------------------	---

3. That Council Policy 8.1.2 Restricted Access Vehicle Permit on Low Volume Roads be amended as follows:

8.1.2 Restricted Access Vehicle Permit on Low Volume Roads

OBJECTIVE: Formalise the process of Council approving Restricted Access Vehicles (RAV) on Shire of Wickepin approved Low Volume Roads (LV) as designated by Main Roads Western Australia and to allow primary producers in the Shire of Wickepin to conduct seasonal movements of primary produce and primary input materials throughout the Shire of Wickepin in a coordinated and controlled manner.

Council delegates authority to the CEO to grant Council approval to RAV applications in accordance with this policy.

A LV road is generally an unsealed rural road with a traffic volume of less than 75 vehicles per day. These roads are narrower and generally only approved for use during harvest and other local seasonal activities.

There are two standards of LV roads, type A and type B. Type B is narrower and considered a single lane road (i.e. trafficable running surface of > 4 metres).

Low Volume Condition Type A

- Transport operators must show courtesy to school buses and local traffic at all times.
- Maximum speed limit of 80kmh.

Low Volume Condition Type B

- Transport operators must show courtesy to school buses and local traffic at all times.
- Maximum speed limit of 40kmh.

Carried 6/2

The President Cr Russell departed the meeting at 5.05pm and the Deputy President Cr W Astbury took the chair.

Cr Russell declared an interest in item 10.2.09 and left the meeting.

Governance, Audit and Community Services

10.2.09 – Wickepin Saleyards – Agreement 2018 - 2023

Submission To:	Ordinary Council
Location / Address:	Wickepin Saleyards
Name of Applicant:	Mark J Hook, Chief Executive Officer
File Reference:	CP.USG.508
Author:	Mark J Hook, Chief Executive Officer
Disclosure of any Interest:	Nil
Date of Report:	12 November 2018

Enclosure/Attachments:

Agent's Agreement Wickepin Sheep Sale Yards.

Summary:

Council is being requested to renew the agreements with the users of the Wickepin Sheep Saleyards that expired on 1 July 2018.

Background

The Wickepin Saleyards are currently operated under an agreement with Landmark Operations Pty Ltd and Elders Rural Pty Ltd, both agreements expired on 1 July 2018.

Comments:

The agreement covers the current operations of the Wickepin Sheep Saleyards situated on the Pingelly Wickepin Road and Richter Street Wickepin.

The agreement is for a five year period from 1 July 2018. The agreement lays down the fees per head which enter or are present at the Saleyards on a Sale Day. Currently the fees are 50 cents per head as laid down in the 2018/2019 Fees and Charges adopted by council.

The agreement also covers animal welfare during the period they are in the saleyards. The agreement also covers the behaviour of the stock agents and their representatives while at the Wickepin Saleyards.

The agreement does have a termination clause and a default clause along with a dispute resolution clause and general insurance clause.

Statutory Environment:

Local Government Act 1995

Policy Implications:

Nil

Financial Implications:

Fees and charges for the Wickepin as set in the 2018/2019 Budget fees and charges is 50cents per head GST inclusive.

Strategic Implications:

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 the users of the Wickepin Sheep Saleyards be offered the following Wickepin Sheep Saleyards Agreement as attachment 10.2.2.
2. And if the Wickepin Sheep Saleyards Agreement is accepted by the users, council authorises the placing of the Common Seal and the signing of the agreements by the Shire President and Chief Executive Officer.

Voting Requirements:

Simple majority.

Council Decision:

Resolution No 211118-13

Moved Cr Martin/Seconded Cr N Astbury

1. That the users of the Wickepin Sheep Saleyards be offered the following Wickepin Sheep Saleyards Agreement:

AGENT'S AGREEMENT

This Agreement dated 7th November 2018

BETWEEN SHIRE OF WICKEPIN of Wogolin Road Wickepin WA ("the Owner")

AND The person or body corporate described as the Agent in the Schedule ("the Agent")

RECITALS

- A. The Owners propose to, develop and operate the Wickepin Sheep Saleyards on the Saleyards Land.
- B. The Agent has requested the Owners to permit the Agent to conduct Livestock Sales at the Saleyards.
- C. The Owners and the Agent have agreed to enter into this Agreement to record the terms and conditions on which the Owners have given their permission to the Agent.

OPERATIVE PROVISIONS

INTERPRETATION

- 1.1 Definitions

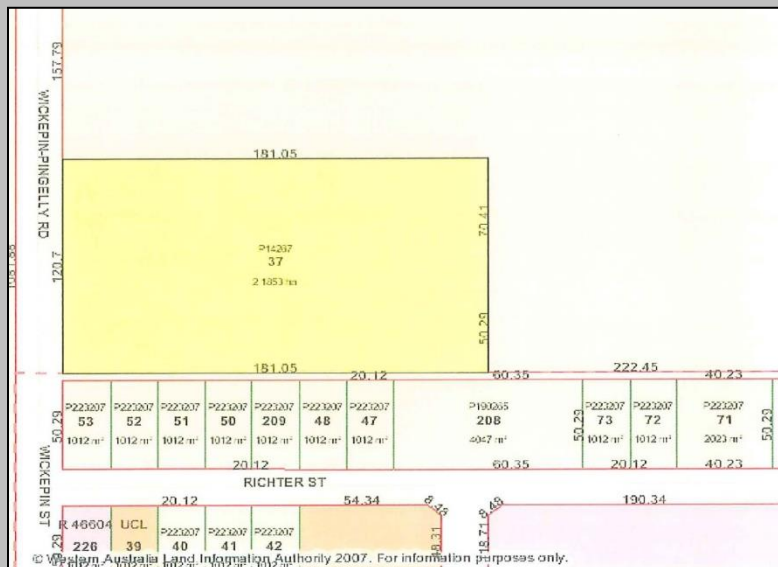
In this Agreement, unless the context requires otherwise:

"Agent's Representative" has the meaning given to it in clause 4.5;

"Annual Entry Fee" means the annual entry fee described as such in the Schedule;

"Commencement Date" means the date described as the Commencement Date in the Schedule;
"Livestock Sales" means all activity carried out by the Agent, its employees, agents or sub-contractors to sell livestock for which it is an agent by arranging delivery, penning, sale and subsequent collection of all livestock at the Saleyards;
"Party's Representative" means the Supervisor in respect of the Owners and the Agent's Representative in respect of the Agent;
"Sale Days" means the days approved in writing by the Owners for the conduct of Livestock Sales;
"Saleyards" means the Wickepin Sheep Saleyards situated on the Saleyards Land;
"Saleyards Fees" means the fees levied by the Owners for provision and use of the Saleyards to be paid by all vendors of livestock and collected by agents and other approved persons;
"Saleyards Land" means:

- Lot 37 Wickepin Pingelly Road Comprised in Certificate of Title Volume 2112 Folio 366
- Lot 47 Richter Street Comprised in Certificate of Title Volume 1198 Folio 430
- Lot 48 Richter Street Comprised in Certificate of Title Volume 1198 Folio 431
- Lot 209 Richter Street Comprised in Certificate of Title Volume 1925 Folio 371
- Lot 50 Richter Street Comprised in Certificate of Title Volume 1198 Folio 432
- ; Lot 51 Richter Street Comprised in Certificate of Title Volume 1198 Folio 433
- Lot 52 Richter Street Comprised in Certificate of Title Volume 1198 Folio 434
- Lot 53 Richter Street Comprised in Certificate of Title Volume 1198 Folio 435



"Supervisor" means:

- (a) The person, if any, stated in the Schedule; or
 - (b) Any other person nominated by the Owners from time to time in writing,
- And includes any person delegated powers or functions by a person referred to in paragraph (a) or (b) of whose authority the Agent has been notified and in respect of whom no notice of the revocation of his or her authority has been given to the Agent.

"Term" means the period described as the Term in the Schedule commencing on the Commencement Date.

1.2 Interpretation

In the Agreement, unless the context requires otherwise:

- (a) **Headings**
Headings and underlining's are for convenience only and do not affect interpretation;
- (b) **Number**
Words expressed in the singular include the plural and vice versa;
- (c) **Gender**
A reference to a gender includes a reference to each other gender;
- (d) **Grammatical forms**

Where a term is assigned a particular meaning, other grammatical forms of that term have a corresponding meaning;

(e) **Body Corporate**

A reference to a person includes a reference to a firm, corporation or other corporate body and vice versa;

(f) **Reference to any statute**

A reference to any Act, regulation, planning scheme, local law or by-law includes all Acts, regulations, planning schemes, local laws or by-laws amending, consolidating or replacing same and a reference to an Act includes all regulations, planning schemes, local laws and by-laws made under that Act;

(g) **Successors and permitted assigns**

A reference to a party in a document includes that party, its legal representatives, successors and permitted assigns; and

(h) **Reference to documents**

A reference to any document includes a reference to that document as amended, rectified or replaced from time to time and to any document so amending, rectifying or replacing the document.

2. LICENCE

Subject to the terms and conditions of this Agreement, the Owners grant to the Agent a nonexclusive licence during the Term on Sale Days, to:

- (1) Have access to the Saleyards for the purpose of conducting Livestock Sales;
- (2) have access to an individual room within the office premises constructed on the Saleyards Land as, the Owners may from time to time permit, for the purpose of conducting transactions associated with the Livestock Sales; and
- (3) Have access to all public areas including public toilets and canteen.

3. PAYMENTS BY THE AGENT

3.1 Payment of fees

In consideration of the licence granted under clause 2, the Agent shall pay to the Owners the fees set out in this clause 3.

3.2 Saleyard Fees per head

- (1) The Agent shall pay a fee as set in Council's annual fees and charges per head of livestock which enter or are present at the Saleyards on a Sale Day, and for which the Agent is agent.
- (2) The fee is payable within 7 working days after the end of each calendar month.
- (3) The Agent's obligation to pay the fee referred to in subclause (1) shall cease when the Owners have received payments from the Agent under this clause.
- (4) The Owners will ensure where any agent is permitted to conduct Livestock Sales at the Saleyards, that agent is required to pay to the Owners a fee per head of livestock which is not less than the fee referred to in sub clause (1).

4. AGENT'S OBLIGATIONS

4.1 Hours of delivery and collections

The Agent shall not without the prior approval of the Supervisor being granted and given in writing, arrange for the delivery of Livestock intended for sale earlier than 24 hours prior to a Sale Day.

4.2 Animal welfare

Any animals brought upon the Saleyards by or under the control of the Agent on arriving at the Saleyards,

- must conform to applicable laws and codes of practice about animal welfare;
- must be unloaded safely from their transport and under the Agent's supervision;
- are at the Agent's risk while upon the Saleyards; and
- Is the Agent's responsibility while upon the Saleyards.

4.3 Sale rosters

The Agent shall notify the Owners of all proposed Sheep sales and will not arrange for any Livestock Sales at the Saleyards other than on Sale Days.

4.4 Safety

The Agent shall ensure that its employees, agents and sub-contractors comply with the Occupational Safety and Health Act 1984, and shall ensure that only persons authorised by the Agent are permitted on the walkways or in Sheep enclosures at the Saleyards.

The Agent shall not, except pursuant to clause 4.9, sub-contract or assign the whole or any portion of its rights and obligations under this Agreement, and no sub-contractors or assignees shall have any rights under this Agreement against the Owners.

4.5 Agent's Representative

(1) **Appointment of Representative**

The Agent shall appoint a competent person to be responsible for the day to day performance of the Livestock Sales and the supervision of all persons employed or engaged in carrying out or in connection with the Livestock Sales ("the Agent's Representative"). The Agent shall notify the Supervisor of the name of the Agent's Representative prior to the Commencement Date and shall notify the Supervisor immediately if a new Agent's Representative is appointed.

(2) **Availability of Representative**

The Agent's Representative shall be available and able to be contacted by the Supervisor at all times on Sale Days.

(3) **Address and telephone numbers**

The Agent shall, prior to the Commencement Date, provide the Supervisor with the address and telephone number of the Agent's Representative during normal working hours and a telephone number on which the Agent's Representative may generally be contacted after normal working hours. The Agent shall notify the Supervisor immediately of any change of address or telephone numbers of the Agent's Representative.

(4) **Directions to Representative**

Any direction, instructions, notice, determination, approval or other communication made or given to the Agent's Representative shall be deemed to have been made or given to the Agent.

(5) **Knowledge of Representative**

Any matter within the knowledge of the Agent's Representative is deemed to be within the knowledge of the Agent.

4.6 Statutory requirements

The Agent shall obey and ensure that its employees, sub-contractors and agents obey any Acts, planning schemes, regulations, local laws and by-laws in any way applicable to the Livestock Sales, the Saleyards or the Agent's obligations under this Agreement.

4.7 Award rates and wages

Without limiting its obligations under clause 4.6, the Agent shall comply with the terms of any relevant Federal and State awards in respect of its employees and any subsequent amending awards including enterprise agreements and shall ensure that any agents and sub-contractors of the Agent also so comply.

4.8 General conditions of sub-contracting

The Agent shall not, except pursuant to clause 4.9, sub-contract or assign the whole or any portion of its rights and obligations under this Agreement, and no sub-contractors or assignees shall have any rights under this Agreement against the Owners.

4.9 Sub-contracting and assignment

The Agent shall not be entitled to assign or sub-contract the whole or part of its rights and obligations under this Agreement except with the prior written consent of the Owners, which may reasonably withheld or may be given subject to such conditions as the Owners consider appropriate.

4.10 Agent to provide information

With any application for the consent of the Owners to any assignment or sub-contracting, the Agent shall provide all such other information as may be required by the Owners, including, without limitation, evidence that the proposed assignee or sub-contractors will be capable of performing any obligations of the Agent under this Agreement that it is to be sub-contracted to perform or assigned by being in possession of adequate motor vehicles and equipment and employing a sufficient number of employees with all necessary skills and training.

4.11 Agent remains liable

Unless otherwise agreed in writing by the Owners, no assignment or sub-contracting of any rights or obligations of the Agent under this Agreement shall relieve the Agent from any liability under this Agreement or at law in respect of the performance or purported performance of this Agreement and the Agent shall be responsible for the acts and omissions of any sub-contractor or assignee or any sub-contractor's or assignee's employees and agents as if they were the acts or omissions of the Agent.

4.12 Employees

The Agent shall engage sufficient employees with adequate skills and training to carry out the Livestock Sales in an efficient manner.

4.13 Prohibited behaviour

The Agent shall ensure that no employee, agent or sub-contractor of the Agent:

- (a) consumes any alcoholic beverage;
- (b) is intoxicated; or
- (c) is under the influence of any drug which could impede his or her ability to safely or efficiently perform the Agent's obligations under this Agreement, while at the Saleyards.

4.14 Conduct of employees

The Agent shall ensure that all employees, agents and sub-contractors of the Agent:

- (a) conduct themselves towards the Councillors of the Owners, the Owners' employees and all members of the public in a civil and inoffensive manner; and
- (b) carry out their functions at all times with as little inconvenience and disturbance to others as possible and without causing any nuisance.

4.15 Directions of supervisor

The Supervisor may by notice to the Agent require that any employee, agent or sub-contractor of the Agent whose attire, conduct or behaviour is contrary to clause 4.14, 4.15 or 4.17, not be permitted to enter or remain on the Saleyards and the Agent shall promptly comply with the notice.

4.17 Appearance of employees

The Agent shall ensure that its employees, agents and subcontractors:

- (a) are respectably attired;
- (b) comply with any directions of the Supervisor in respect of their personal appearance or attire concerned with matters of neatness, health or safety; and
- (c) if required by the Supervisor, carry an identity card provided by the Owners and present such card for inspection on demand by any employee of the Owners.

4.18 Damage to property

The Agent shall immediately remedy any malicious, intentional or negligent damage done by its employees, agents or sub-contractors to any property of the Owners or any other person. If the Agent fails to do so, the Owners may affect the necessary repairs or pay compensation to the owner of the property. The cost of affecting any necessary repairs or the amount of any compensation shall be paid on demand by the Agent to the Shire.

4.19 Public Risk Insurance

The Agent and the Owners shall each effect and keep in force throughout the Term a public risk policy of insurance for their respective liabilities in an amount of not less than \$10,000,000.00 and the Agent shall produce to the Supervisor on demand a certificate of the currency of the Agent's policy.

4.20 Workers' Compensation Insurance

The Agent shall effect and keep in force throughout the Term a policy of insurance against claims for workers' compensation and damages by any person employed by the Agent in connection with this Agreement.

4.21 Inspection of Insurance Policies

The Supervisor may, at any time, request to be shown evidence that all the insurance policies referred to in this Agreement are currently in effect and within 24 hours of the request the Agent shall provide the policies of insurance and any receipts for inspection.

4.22 Indemnity

The Agent shall indemnify the Owners and keep the Owners indemnified from and against all claims, demands, writs, summonses, actions, suits, proceedings, judgments, orders, decrees, damages, costs, losses and expenses of any nature whatsoever which the Owners may suffer or incur in connection with loss of life, personal injury or damage to property arising from or out of any occurrence in connection with the performance by the Agent of the Agent's powers or obligations under this Agreement.

5. TERMINATION

5.1 Default by Agent

(1) If the Agent defaults in the performance or observance of any obligation it has under this Agreement, or refuses or neglects to carry out or give effect to any order, instruction, direction or determination which the Owners or the Supervisor is empowered to give or make under this Agreement and which is given or made in writing to the Agent, then the Supervisor may give notice to the Agent to show cause why the powers contained in this clause should not be exercised.

(2) The notice:

- (a) shall state that it is a default notice under this Agreement; and
- (b) shall specify the default, refusal or neglect on the part of the Agent upon which is based.

(3) If, within 21 days after receipt of the notice, the Agent fails to show cause which in the opinion of the Owners offers reasonable assurance that the default will be rectified or the Owners' or Supervisor's order, instruction, direction or determination will be carried out or given effect to and this Agreement satisfactorily completed, the Owners, without prejudice to any other rights that they may have under this Agreement or at common law against the Agent, may determine this Agreement.

5.2 Determination of Agreement by the Owners

If the Owners decide to determine this Agreement pursuant to clause 6.1, they shall do so by giving notice to the Agent. Except as provided in this Agreement, the determination shall be without prejudice to any right that may have accrued to the Owners or to the Agent under this Agreement or at common law.

5.3 Payment for losses and expenses

In the event of a determination under clause 5.1, the Agent shall pay to the Owners the amount of the loss and expenses incurred by it by reason of or arising from the determination.

5.4 Bankruptcy or winding up

If the Agent:

- (a) being a person, becomes bankrupt or files or is served with a petition in bankruptcy, or is served with a bankruptcy notice, or makes an assignment for the benefit of its creditors, or becomes bound as a debtor by any scheme of arrangement, or executes as a debtor any deed of assignment or deed of arrangement, or a mortgagee or other creditor takes possession of any of its assets; or
- (b) being a company, takes or has taken or instituted against it any action or proceeding, whether voluntary or compulsory, having for its object the winding-up of the company, or enters into a composition or other arrangement with its creditors, other than a voluntary winding up by members for the purpose of reconstruction or amalgamation, or a mortgagee or other creditor takes possession of any of its assets, then the Owners may determine this Agreement immediately and clause 5.2 shall operate, to the extent that it is applicable, as if the determination had been made by the Owners under clause 5.1.

6. MISCELLANEOUS

6.1 Agreement interpretation

No rule of Agreement interpretation shall be applied in the interpretation of this Agreement to the disadvantage of one party on the basis that it prepared or put forward any document comprising part of this Agreement.

6.2 Amendments

This Agreement may be amended or modified only on a written instrument duly executed by the parties.

6.3 Severability

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void, then it shall be severed and the other provisions of this Agreement shall remain operative.

6.4 Whole understanding

This Agreement constitutes the whole understanding between the parties and embodies all terms and conditions of the transaction.

65 Governing law

The law of Western Australia governs this Agreement and any legal proceedings or arbitration under this Agreement.

6.6 Counting of days

Where under any provision of this Agreement any notice is to be given, any payment made or anything else must be done in a stated period of days, the stated number of days shall exclude Saturdays, Sundays and public holidays applying in the districts of the Owners. The days comprising any period of days computed in accordance with this clause shall be deemed consecutive if interrupted only by days which are not to be taken into account under this clause.

6.7 No partnership

Nothing in this Agreement shall operate or be deemed to create a partnership between any of the parties to this Agreement.

6.8 Several and joint liability

If the Agent consists of two or more parties, this Agreement shall bind each of them severally and jointly.

6.9 Agency

The Agent shall not:

- (a) hold itself as being an agent of the Owners or being in any other way entitled to make any Agreement on behalf of the Owners or to bind the Owners to the performance, variation, release or discharge of any obligation; or
- (b) hold out its employees or agents or allow its employees or agents to hold themselves out as being employees or agents of the Owners.

6.10 No fettering of Owners' powers

It is acknowledged and agreed that this Agreement does not fetter or restrict the powers or discretions of the Owners in relation to any powers or obligations it has under any written law that may apply to the Owners, the Agent or the subject matter of this Agreement.

6.11 Agent to examine information

The Agent is deemed to have examined all information and to have made all enquiries relevant to its obligations under this Agreement and to be aware of all risks, contingencies, costs, difficulties and other circumstances in any way connected with the performance of its obligations under this Agreement.

6.12 No waiver

Any time or other indulgence granted by the Owners to the Agent or any variation of the terms and conditions of this Agreement or any judgment or order obtained by the Owners against the Agent will in any way amount to a waiver of any of the rights or remedies of the Owners in relation to the terms of this Agreement.

6.13 Method of giving notices

A notice required or permitted to be given by one party to another under this Agreement shall be in writing, addressed to the other party and:

- (a) handed to that Party's Representative;
- (b) delivered to that party's address;
- (c) sent by pre-paid mail to that party's address; or
- (d) transmitted by facsimile to that party's facsimile number.

6.14 Time of receipt

A notice given to a party in accordance with clause 6.13 shall be treated as having been duly given and received:

- (a) if handed to the Party's Representative, immediately;
- (b) if delivered to a party's address, on the day of delivery;
- (c) if sent by pre-paid mail, on the third day after posting; or
- (d) if transmitted by facsimile to a party's facsimile number and a correct and complete transmission report is received, on the day of transmission.

6.15 Addresses of parties

For the purposes of clauses 6.13 and 6.14, the address or facsimile number of a party is the address or facsimile number stated in the Schedule unless notice of another address or facsimile number has been given to the other party.

7. DISPUTE RESOLUTION

7.1 Notice of dispute

(1) If any dispute or difference arises between the Owners and the Agent, either during the Term of this Agreement or after the determination, abandonment or breach of this Agreement, as to any matter or thing connected with this Agreement or arising under this Agreement, then the Owners or the Agent may give to the other party notice of the dispute or difference.

(2) The notice:

- (a) shall not be unreasonably given;
- (b) shall state that it is a notice under this clause; and
- (c) shall give sufficient details of the dispute or difference as to enable the party receiving the notice to ascertain the nature of the dispute or difference alleged.

7.2 Alternative dispute resolution

- (1) Within 7 days of the receipt of any notice of dispute under clause 8.1 by either party, a representative of each party shall meet to discuss ways of resolving the dispute or difference.
- (2) The representatives may resolve the dispute or difference themselves or refer the dispute or difference to any form of alternative dispute resolution procedure on which they agree.
- (3) The representatives shall be authorised by the parties to resolve the dispute or difference on their behalf should this prove to be practicable.

7.3 Referral to arbitration

Unless a dispute or difference of which notice has been given under clause 7.1 is previously settled, either party may, not less than 7 days after the notice of dispute or difference was given, give notice referring the dispute or difference to arbitration.

The arbitrator shall be agreed between the parties within 14 days from the date of the receipt of the notice referring the dispute to arbitration by the Agent or the Owners as the case may be, or, failing agreement, shall be nominated by the President of the Law Society of Western Australia.

7.4 No obligation to refer

This clause shall not in any way require the Owners or the Agent to refer to arbitration any dispute or difference or in any way act as a bar to the bringing of legal proceedings by the Owners or the Agent, except that no dispute or difference shall be the subject of legal proceedings from the time it is referred to arbitration under clause 7.3 to the end of any subsequent arbitration.

7.5 Commercial Arbitration Act

Except where inconsistent with this Agreement, any arbitration under this clause shall be conducted in accordance with the Commercial Arbitration Act 1985.

SCHEDULE

1. Agent:

Name:
Address:
Phone:
Email Address:

- 2. Term: Five Years
- 3. Commencement Date: 01st July 2018
- 4. Supervisor: Chief Executive Officer - Shire of Wickepin

Name: Mark J Hook
 Address: 77 Wogolin Road
 Wickepin WA 6370
 Phone: 9888 1005 0429 207 855
 Email Address: ceo@wickepin.wa.gov.au

Signed for and on behalf of SHIRE OF WICKEPIN

The Common Seal of the Recipient was hereunto affixed by authority of the Council in the presence of:

Signature	Shire President
Julie Russell JP	Print full name of Authorised Person

Signature	Chief Executive Officer
Mark J Hook	Print full name of Authorised Person

SIGNED FOR AND ON BEHALF OF _____

 LESSEE
 LESSEE
 Print Name

IN THE PRESENCE OF _____

 WITNESS
 WITNESS
 Print Name

2. And if the Wickepin Sheep Saleyards Agreement is accepted by the users, council authorises the placing of the Common Seal and the signing of the agreements by the Shire President and Chief Executive Officer.

Carried 7/0

Governance, Audit and Community Services

10.2.10 – Townscape and Cultural Planning Committee Meeting Recommendations

Submission To:	Ordinary Council
Location/Address:	Whole Shire
Name of Applicant:	Townscape and Cultural Planning Committee
File Reference:	CR.MEE.206
Author:	Lara Marchei – Executive Support Officer
Disclosure of any Interest:	Nil
Date of Report:	15 November 2018

Enclosure/Attachments:

Nil.

Summary:

Townscape and Cultural Planning Committee meeting held on Wednesday 14 November 2018.

Background

A Townscape and Cultural Planning Committee meeting was held on Wednesday 14 November 2018.

Comments:

Townscape and Cultural Planning Committee meeting was held on Wednesday 14 November 2018 and passed the following recommendation:

Moved Spencer Davidson / Seconded Cr Fran Allan

That it be recommended to council the possibility of installing solar lights at the Yealering Memorial Gates and Hall entrances be investigated for the 2019/20 budget.

Carried 7/0

Statutory Environment:

Nil.

Policy Implications:

Not applicable.

Financial Implications:

Nil.

Strategic Implications:

Nil.

Recommendations:

That council pass the following recommendation;

That it be recommended to council the possibility of installing solar lights at the Yealering Memorial Gates and Hall entrances be investigated for the 2019/20 budget.

Voting Requirements:

Simply majority.

Council Decision:**Resolution No 211118-14**

Moved Cr Martin/Seconded Cr Hyde

That Council investigates the possibility of installing solar lights at the Yealering Memorial Gates and Hall entrances for the 2019/20 budget.

Carried 7/0

Governance, Audit and Community Services

10.2.11 – Lifestyle Retirement Committee Meeting Recommendations

Submission To:	Ordinary Council
Location/Address:	Whole Shire
Name of Applicant:	Townscape and Cultural Planning Committee
File Reference:	CR.MEE.206
Author:	Lara Marchei – Executive Support Officer
Disclosure of any Interest:	Nil
Date of Report:	15 November 2018

Enclosure/Attachments:

Nil.

Summary:

Lifestyle Retirement Committee meeting held on Monday 5 November 2018.

Background

A Lifestyle Retirement Committee meeting was held on Monday 5 November 2018.

Comments:

Lifestyle Retirement Committee meeting was held on Monday 5 November 2018 and passed the following recommendation:

Moved Coleen Thompson / Seconded Chris Lozenicins

That the Lifestyle Retirement Committee recommend that council invite Euegenie Stockmann of Co-operation Housing to meet with the Wheatbelt South Housing Alliance and the Lifestyle Retirement committee and council to discuss the co-operative model further.

Carried 5/0**Statutory Environment:**

Nil.

Policy Implications:

Not applicable.

Financial Implications:

Nil.

Strategic Implications:

Nil.

Recommendations:

That council pass the following recommendation;

That the Lifestyle Retirement Committee recommend that council invite Euegenie Stockmann of Co-operation Housing to meet with the Wheatbelt South Housing Alliance and the Lifestyle Retirement committee and council to discuss the co-operative model further.

Voting Requirements:

Simply majority

Council Decision:**Resolution No 211118-15**

Moved Cr Hyde/Seconded Cr Allan

That council invite Euegenie Stockmann of Co-operation Housing to meet with the Wheatbelt South Housing Alliance and the Lifestyle Retirement committee and council to discuss the co-operative model further.

Carried 7/0

Governance, Audit and Community Services

10.2.12 – Albert Facey Homestead Committee Meeting Recommendations

Submission To:	Ordinary Council
Location/Address:	Whole Shire
Name of Applicant:	Townscape and Cultural Planning Committee
File Reference:	CR.MEE.206
Author:	Lara Marchei – Executive Support Officer
Disclosure of any Interest:	Nil
Date of Report:	15 November 2018

Enclosure/Attachments:

Nil.

Summary:

Albert Facey Homestead Committee meeting held on Monday 5 November 2018.

Background

An Albert Facey Homestead Committee meeting was held on Monday 5 November 2018.

Comments:

Albert Facey Homestead Committee meeting was held on Monday 5 November 2018 and passed the following recommendations:

Moved Dave Astbury / Seconded Karen Rushton

That a double power point be installed on the verandah of the Albert Facey Homestead.

Carried 7/0

Moved Dave Astbury / Seconded Karen Rushton

That the Albert Facey Homestead committee nominate The She Shed He Shed for the 2018 Community Group Award.

Carried 7/0

Statutory Environment:

Nil.

Policy Implications:

Not applicable.

Financial Implications:

Nil.

Strategic Implications:

Nil.

Recommendations:

That council pass the following recommendations:

1. That a double power point be installed on the verandah of the Albert Facey Homestead.
2. That the Albert Facey Homestead committee nominate The She Shed He Shed for the 2018 Community Group Award.

Voting Requirements:

Simply majority.

Council Decision:**Resolution No 211118-16**

Moved Cr Martin/Seconded Cr Hinkley

That a double power point be installed on the verandah of the Albert Facey Homestead.

Carried 7/0

Council

11. President's Report

Presidents Report November 2018

Congratulations to the community of Toolibin who celebrated "90 years of clay court tennis" on 27 October. Approximately 130 people travelled to reminisce and commemorate their playing days and to celebrate the continuing pride and ownership of their Tennis Club.

2 November saw the farewell to two long-term "Outside Crew" staff members in Bob Read and Peter Marsh. Bob has been on the plant team since 22 March 1995 (23+ years) and Peter joined on 18 October 2000 (18 years). A well attended function was held at the Wickepin Sports Club to thank Bob and Peter for their wonderful years of service to the Wickepin Shire and to wish them well in their retirement.

On 11 November a Remembrance Day Service was held to commemorate the Silence of the Guns and the end of all hostilities on the Western Front between the Allied armies and the German armies of the Great War – World War 1 – by the signing of the Armistice, which occurred in the early hours of November 11 1918, and took effect at the 11th hour of that same day – 100 years ago.

We also remembered and gave thanks to all current and ex service personnel that have fought in all of the wars including the current conflicts.

WW1 was particularly significant to this district. Due to youth enthusiasm and ignorance, mateship, education of duties, social expectation of commitment, and the power of the press, the Narrogin district – which included Wickepin – achieved the remarkable distinction of having sent more men to the "Front" pro-rata to its population than any other section of the British Empire. In fact over 1,000 (or approximately one-sixth) of the total adult population volunteered and were recruited from the Williams-Narrogin electorate.

Of the 1,000 plus volunteer recruits from the District, Wickepin area alone had 267 enlistments, of which
59% (or 158) were farmers, or worked in farm-related jobs;
86% (or 229) were single men;
36% of these single men (or 82) died;
Total deaths were 91.

The death toll, plus those that didn't return to the district after the War, meant that the community sustenance and growth was initially compromised significantly by the loss of young men and women and working class families.

We welcomed local historian, Stefanie Green, who has taken the names of the "91 Fallen" and put their faces and stories into words in her detailed book "Fallen but Not Forgotten", which tells stories of the ordinary men and women of the Wickepin district who left their families behind to fight the War, but focusing on those who didn't survive.

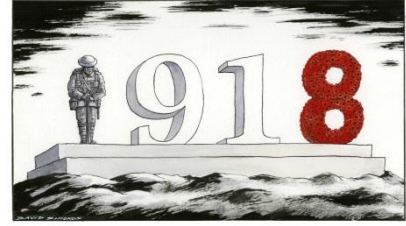
To Honor the Returned, the Fallen and the Un-returned, a memorial Armistice Plaque was unveiled by Stefanie Green and myself, blessed with a Prayer of Remembrance from Irene Moore, and ultimately will be placed in the lawn at the base of the steps alongside the Pillars of Remembrance to etch the Centenary of Armistice within Wickepin's War Memorial Precinct.

Following the laying of the wreaths the poem For the Fallen, including the Ode, was read by Tim Heffernan and Murray Lang whilst Dave Astbury operated the flag pole.

One minute's silence at 11am was followed by the National Anthem and the ceremony was closed with the Armistice Poem:

Silence Falls

The echoes die, the smoke-clouds thin and pass
The cannons are like statues dumb and cold;
Silent the crosses wait and in the grass
The spent shells gleam like gold.



All spent he lay and dreamed till the moment came;
Now, waking with a cry he looks all wonder to see
the empty sky hurl down no flame:
To hear no crack of Thunder.

Everyone was invited to attend a shared light luncheon and cup of tea in the town hall where they could meet with the author of *Fallen But Not Forgotten* and purchase a copy of the book if they wished. Also in the town hall there was a delightful display of war memorabilia as well as a picture show of WW1 photos.

Congratulations and thank you to all of those who organised our commemorative service and who participated, assisted and contributed in any way and especially to CDO Lee and inside staff helpers and the Manager of Works, Gary and the outside crew who prepared the War Memorial precinct grounds for which I received, on behalf of everyone, many wonderful compliments.

Central Country Zone

On Wednesday 14 November I participated in a Central Country Zone Executive Committee teleconference where indicative dates were set for CCZ meetings in 2019.

Bush Fire Control

Wickepin shire's volunteer BFCO's have commenced their regular morning call-ups with Chief BFCO Roger Butler at the helm. I would like to wish them all and volunteer ambulance officers all the best for the up-coming fire season. With warmer weather imminent and heavy fuel loads on the ground I would also encourage everyone to be fire vigilant in order to avoid any undesirable incidents in the region.

**Council Decision:****Resolution No 211118-17****Moved Cr Lansdell/Seconded Cr Hinkley**

That council endorse the President's tabled report dated 21 November 2018.

Carried 7/0

Council

12. Chief Executive Officer's Report

Submission To:	Ordinary Council
Location/Address:	Whole Shire
Name of Applicant:	Chief Executive Officer – Mark J Hook
File Reference:	CM.REP.2
Author:	Chief Executive Officer – Mark J Hook
Disclosure of any Interest:	Nil
Date of Report:	15 November 2018

Staff

The interviews for the replacement of the General Hand Plant Operator has been finalised and the successful applicant was Mr Robert Whibley of Wickepin. Robert will be commencing work 22 November 2018.

The interviews for the ESO position have also been finalised with the appointment of Rebecca Pauley of Wickepin. Rebecca will start in the position on 26 November 2018.

Dogs

The Ranger has been undertaking more dog patrols since the recent dog attack and notices have been placed in the Watershed and a mail drop was done to all residents outlining their responsibilities as dog owners. Signs advising dogs must be on leashes at all times has been ordered and will be placed in the overnight RV stations and the Caravan Parks. The only registered dog exercise area in the Wickepin Townsite is the recreation reserve around the oval. Council may under the Local Government Act 1995 define other areas as dog exercise areas if it so wishes.

- (3A) A local government may, by absolute majority as defined in the *Local Government Act 1995* section 1.4, specify a public place, or a class of public place, that is under the care, control or management of the local government to be a dog exercise area.
- (3B) A local government may, by absolute majority as defined in the *Local Government Act 1995* section 1.4, specify a public place that is under the care, control or management of the local government to be a rural leashing area.
- (3C) At least 28 days before specifying a place to be —
 - (a) a place where dogs are prohibited at all times or at a time specified under subsection (2B); or
 - (b) a dog exercise area under subsection (3A); or
 - (c) a rural leashing area under subsection (3B),

a local government must give local public notice as defined in the *Local Government Act 1995* section 1.7 of its intention to so specify.

- (3) If a dog is at any time in any public place in contravention of subsection (1) or (2A), every person liable for the control of the dog at that time commits an offence unless the person establishes a defence under section 33B. Penalty: a fine of \$5 000.
- (4) This section does not apply to a dangerous dog.
- (5) A local government must specify under subsection (3A) such dog exercise areas as are, in the opinion of the local government, sufficient in number, and suitable, for the exercising of dogs in the district.

Armistice Day

Congratulations to Lee and all her helpers on the well run Armistice Day event at the War Memorial in Wickepin and to Gary and all the outside crew well done on the preparation of the War Memorial. The CEO received very favourable comments on the state of the areas around the war memorial.

Retirement Function

A retirement function for Robert Read and Peter Marsh was held at the Wickepin Sports Club on Friday 2 November. The function was well attended. Thank you to Bob Read for his 23 years of service to the Shire of Wickepin and Peter Marsh for his 18 Years of service to the Shire of Wickepin.

Tincurrin Hall

After a few letters sent to the Department of Planning, Lands and Heritage, council has received the following email from Alexander Mane, A/Assistant Manager, Case Management – Goldfields Esperance Wheatbelt.

Update - Power to Lease for Reserve 18104 Job 180305

To Whom It May Concern

With reference to the attached, Crown land documents to facilitate the revocation and reissue of a management order for Reserve 18104 were lodged for registration on 12 November 2018. Confirmation of the dealing numbers will be forwarded to the Shire of Wickepin in due course.

It is assumed from this email that this means a new vesting order will be issued giving council the power to lease the Tincurrin hall for a twenty one year period.

LGIS – Good Driver Rebate

LGIS has advised that the Shire of Wickepin will be receiving the following credit for its good driver history.

<i>70% of the adjusted premium</i>	<i>\$17,631.96</i>
<i>Less total incurred claims costs for the period of insurance</i>	<i>\$8,621.64</i>
<i>50% of surplus (adjusted premium less incurred claims)</i>	<i>\$4,505.16</i>
<i>Subject to a maximum rebate of 10% of premium paid</i>	
<i>2017 – 2018 Good Driver Rebate (including GST)</i>	<i>-\$2,355.13</i>

Great Southern Waste Group - Pyrolysis Plant Project

The Great Southern Waste Group has resolved not to continue with this project.

The reasons given by the group for not going forward with this project is as follows.

- Unproven operation at this time and would like 100% surety that it meets our needs.
- Only 1 tonne capacity of plant / high operating costs for a small plant that would need to run 24hrs a day.
- The current group of councils each has about 7 -10+ years life left in their landfill sites so not extremely urgent.
- Other options for landfill at Nth Bannister with Suez.
- The need for State Government and State Agency support for the project.

I also believe the member councils of the Great Southern Waste Group would find it hard to find their \$2 million for the project to go any further.

Wickepin Feasibility Study Agricultural Hub

The CEO has placed the following advert in the Western Australian and the Narrogin Observer.

Quotation

The Shire of Wickepin is seeking the services of suitable consultants to attract and promote Agricultural based Industries and Businesses to the Shire of Wickepin.

The main objectives and aims are to assess opportunities for the development and expansion of new and existing agricultural industries, activities and events within the Shire of Wickepin to establish the Shire as a hub for agricultural research, extension and education.

Consultants must show full scope of works as part of Quotation.

Submissions Close 4.00pm Friday 25 January 2019.

Further details are available by contacting the CEO, Mark J Hook on (08) 9888 1005 or emailing ceo@wickepin.wa.gov.au.

At the writing of this report the CEO has been contacted by the following companies:

Kylie Whitehead
WA Tourism & Regional Development Consultancy
Kibarelli Tours
2286 Hines Hill Road, BRUCE ROCK. WA 6418

Ernst & Young, Perth, Australia

John Roberts, Director
Strickland Park Economics

David Duncanson
Principal Consultant



Kirkgate Consulting
PO Box 1643 Subiaco WA 6904

Esther Jones (nee Price)



Bluesee Pty Ltd
PO Box 668 | Denmark | WA 6333

Linda Quader
Senior Administrator

GHD
Proudly employee owned
Level 10, 999 Hay Street Perth WA 6000 Australia | www.ghd.com



October	
19	LGIS Mark Southgate -
25	Lakes RRG Meeting Dumbleyung
29	Wickepin School Council Meeting
30	CCZ Local Government Act review
31	LEMC Desk Top Exercise
November	
2	Bob Read and Peter Marsh retirement
5	Lifestyle Committee Meeting
19	Wickepin School Council Meeting

Delegations to be inserted –

No.	Delegation Name	Delegation To	Delegation Exercised	When Exercised	Persons Affected
A1	Cheque Signing and Account Authorisation	CEO			
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	Liquor permit Liquor permit	16.10.18 12.11.18	Wickepin Senior's Christmas Lunch Wickepin Bowling Club
A13	Hire of Community Halls / Community Centre	CEO			

Council Decision: Resolution No 211118-18

Moved Cr Martin/Seconded Cr Allan

That council endorse the Chief Executive Officer's report dated 8 October 2018.

Carried 7/0

13. Notice of Motions for the Following Meeting

14. Reports & Information

15. Urgent Business

Urgent Business

15.1 – Urgent Business – Application For Planning Approval – Home Store

Submission To:	Ordinary Council
Location/Address:	Whole Shire
Name of Applicant:	Eric Anderson, Planning Officer
File Reference:	GO.CME.1323
Author:	Eric Anderson, Planning Officer
Disclosure of any Interest:	Nil
Date of Report:	21 November 2018

Enclosure/Attachments:

Nil

Summary:

Council is being requested to receive a late item to discuss the agenda item regarding an application for planning approval for a home store at 10 Dalton Street, Yealering.

Background

Nil.

Comments:

Council staff attempt to have the agendas prepared at least a week prior to the council meeting. In completing this there will be business of an urgent nature that will arise from time to time.

Statutory Environment:*Local Government Act 1995**Shire of Wickepin Standing Orders***5.5 Urgent Business**

- 5.5.1** A Councillor may move a motion or ask a question involving urgent business that is not included in the notice paper for that meeting provided that the Presiding Member agrees to the business being raised and the Presiding Member considers that either;
- (a) the urgency of the business is such that the business cannot wait for inclusion in the notice paper for the next meeting of the Council or committee; or
 - (b) the delay in referring the business to the next meeting of the Council or committee could have adverse legal or financial implications for the council;
- 5.5.2** Any councillor may move without notice a procedural motion of dissent in respect of the Presiding Members ruling that the business is not worthy of inclusion as urgent business. If the motion of dissent is agreed to at the meeting by the majority of councillors present, the business must then be included as a matter of urgent business.

Policy Implications:

Not applicable

Financial Implications:

Not applicable

Strategic Implications:

Not applicable

Recommendations:

That the Presiding Member accepts the late agenda item to discuss the agenda item regarding an application for planning approval for a home store at 10 Dalton Street, Yealering.

Voting Requirements:

Absolute majority.

Council Decision:**Resolution No 21118-19**

Moved Cr Martin/Seconded Cr Allan

That the Presiding Member accepts the late agenda item to discuss the agenda item regarding an application for planning approval for a home store at 10 Dalton Street, Yealering.

Carried 7/0

Governance, Audit and Community Services

15.2 – Application for Planning Approval – Home Store

Submission To:	Ordinary Council
Location / Address:	10 Dalton Street, Yealering
Name of Applicant:	Matthew & Bronwyn Pockran
File Reference:	A2571
Author:	Eric Anderson, Planning Officer
Disclosure of any Interest:	Nil
Date of Report:	21 November 2018

Enclosure/Attachments:

Attachment 1 – Location Plan.

Attachment 2 - Application for Planning Approval & Site Plans.

Attachment 3 – Cover Letter.

Summary:

Council is requested to consider the application for planning approval dated 17 October 2018 for the proposed Home Store at Lot 2 (No 10) Dalton Street, Yealering.

Background

On 18 October 2018 the Shire of Wickepin received an application for planning approval for a proposed Home Store at Lot 2 (No 10) Dalton Street, Yealering. The existing building is a single dwelling and the proposal is to utilise the north western portion of the building for a shop for a self-service, bulk goods store with a focus on sustainable living. The existing room has a Gross Leasable Area (GLA) of 55m² and is currently vacant of retail activity.

Comments:Zoning

The subject property is zoned 'Rural Townsite' under the Shire of Wickepin Local Planning Scheme (LPS) No. 4 with a total area of 1012m². The surrounding properties along Dalton Street are also zoned "Rural Townsite".

Land Use

The use of selling retail goods from a premises attached to a dwelling is best classified as 'Home Store' under the Shire of Wickepin LPS No. 4. Under the Shire of Wickepin LPS No. 4 a 'Home Store' is defined as:

"Any shop with a net leasable area not exceeding 100 square metres attached to a dwelling and which is operated by a person resident in the dwelling".

The use of a 'Home Store' within a 'Rural Townsite' zoned land is listed as a 'D' use under the Shire of Wickepin LPS No. 4. This means that the use is;

"Not permitted unless the Local Government has exercised its discretion by granting development approval".

Parking

The minimum permitted parking within the 'Rural Townsite' zone for a retail/commercial use is one (1) bay per 15m² GLA. As the premises is 55m², the required number of bays will be 3.66 (4 bays rounded to the nearest whole number). All required parking is to be provided on site.

There is currently verge parking available on Dalton Street however there is only space for three (3) bays adjoining the property. The on street (verge) parking is not clearly marked. It is recommended that the applicant undertake the marking of those three bays which adjoin their premises. There still remains a shortfall of one car parking space for the development.

Access for Loading and Unloading Vehicles

Clause 4.14.4 requires that in non-residential areas;

- a) *"No land or buildings shall be developed unless provision is made for an area clear of the street for the purpose of loading or unloading goods or materials.*
- b) *The local government will seek to ensure that the majority of servicing vehicles will be able to leave and enter the street in a forward direction.*
- c) *It is expected that any access way shall be not less than 4.5 metres wide but in exceptional circumstances the local government may permit an access of lesser width but not less than 3.0 metres and then only when a one-way system can be established".*

The applicant has advised that for large items they will be traveling to Perth for collection. For smaller items local courier delivery services will be utilised. It is noted that the current area used for off-street parking would be of suitable width to be utilised as a loading area that satisfies clause 4.14.4 a and c. It is anticipated that the delivery vehicles will not be too large and therefore it is recommended that the area off street be utilised as a loading zone.

Cash in Lieu

Under the provisions of the Planning and Development (Local Planning Schemes) Regulations 2015 there is provisions for council to request a one off Cash in Lieu payment for the short fall in parking. This payment is to be used by council to provide parking bays within the vicinity of the development and held in a trust account for that purpose. The price of the Cash in Lieu parking is based on the cost of the land and the cost of constructing each bay. Given the provision of on street (council) parking within the vicinity and in the interest of achieving strategic economic objectives, it is recommended that a Cash in Lieu payment not be required in this particular instance. Instead it is recommended that the applicant make suitable arrangement for the line marking of the bays adjoining their premises.

Car Parking Variation

Clause 4.5.1 of the Shire of Wickepin LPS states that;

"Except for development in respect of which the Residential Planning Codes apply, if a development is the subject of an application for development approval and does not comply with a standard or requirement prescribed under the Scheme, the local government may, despite the non-compliance, approve the application unconditionally or subject to such conditions as the local government thinks fit."

Given the provision of on-street parking and the nil setback of the property it is recommended that council consider reducing or waiving the required four (4) on-site car parking bays and allowing the bays directly abutting the shop for customer use. It is further recommended that any further expansion of the use will require planning consent for that use and a further assessment for onsite parking.

Clause 4.17.6 of the Shire of Wickepin LPS states that;

"Within the Town Centre and Rural Townsite zones, the local government at its discretion may vary the application of the relevant development standards in respect of any development involving a change of land use of an existing building".

It could be argued that the use has been changed from storage to retail and therefore the variation to the number of car parking bays can be relaxed.

Statutory Environment:

Statutory Environment:

Local Government Act 1995

Policy Implications:

Clause 4.13 "Car Parking" does not have any provisions for relaxing the standards for off-street parking.

Financial Implications:

An Application for Planning Approval fee to the value of \$147 has been made payable to the Shire of Wickepin.

Strategic Implications:

GOAL 2: Improve the amenities and aesthetics along the main street of townsites.

GOAL 6: New businesses are attracted and existing businesses grow.

Recommendations:

That council approve the development for the proposed Home Store at Lot 2 (No. 10) Dalton Street, Yealering subject to the following conditions:

- (i) The approval shall expire if the development permitted is not completed within two years of approval, or within any extension of time which, upon written application (made before or within 21 days after the expiry of the approval) to the Shire is granted by it in writing.
- (ii) The development approved shall be in accordance with the plans and specifications submitted with the application dated 17 October 2018 and these shall not be altered or modified without the prior written approval of council.
- (iii) Any use, additions to and further intensification of any part of the development or land which is not in accordance with the original application or conditions of approval shall be subject to a further development application and consent for that use.
- (iv) Finishes to the external building shall be sympathetic to existing building on site and the surrounding area to the satisfaction of the Chief Executive Officer.
- (v) Bins and storage areas shall be screened from public view to the satisfaction of the Chief Executive Officer.
- (vi) Arrangements are to be made for the line marking of three (3) on street parking bays adjoining the property to the satisfaction of the Chief Executive Officer.
- (vii) Areas for the loading and unloading of goods are to be clearly marked and clear of all streets.

Voting Requirements:

Simple majority.

Council Decision: Resolution No 211118-20**Moved Cr Hyde/Seconded Cr Lansdell**

That council approve the development for the proposed Home Store at Lot 2 (No. 10) Dalton Street, Yealering subject to the following conditions:

- (i) The approval shall expire if the development permitted is not completed within two years of approval, or within any extension of time which, upon written application (made before or within 21 days after the expiry of the approval) to the Shire is granted by it in writing.
- (ii) The development approved shall be in accordance with the plans and specifications submitted with the application dated 17 October 2018 and these shall not be altered or modified without the prior written approval of council.
- (iii) Any use, additions to and further intensification of any part of the development or land which is not in accordance with the original application or conditions of approval shall be subject to a further development application and consent for that use.
- (iv) Finishes to the external building shall be sympathetic to existing building on site and the surrounding area to the satisfaction of the Chief Executive Officer.
- (v) Bins and storage areas shall be screened from public view to the satisfaction of the Chief Executive Officer.
- (vi) Arrangements are to be made for the line marking of three (3) on street parking bays adjoining the property to the satisfaction of the Chief Executive Officer.
- (vii) Areas for the loading and unloading of goods are to be clearly marked and clear of all streets.

Carried 7/0

16. Closure

There being no further business the Presiding Officer declared the meeting closed at 5.21pm.