



## **MINUTES**

### **ORDINARY COUNCIL MEETING**

**HELD ON**

**THURSDAY, 17 MAY 2018**

**5.30<sub>PM</sub>**

**SHIRE COUNCIL CHAMBERS**



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## **1 Declaration of Opening**

The Shire President declare the meeting open.

### **1.1 Recording of Those Present**

Cr K J Chappel	President
Cr D S Carslake	Deputy President
Cr J M Coaker	
Cr D B Collins	
Cr SD Katona	
Cr K Stokes	

Mr C Linnell	Chief Executive Officer
Ms S Appleton	Executive Manager Development & Administration
Mrs J Goodbourn	Executive Manager Corporate & Community Services
Ms E Cuthbert	Economic Development Manager
Mr R Davy	Acting Principal Works Manager
Mrs S Adams	Executive Assistant to CEO

### **1.2 Apologies**

Cr DS Agar

### **1.3 Approved Leave of Absence**

Nil

### **1.4 Welcoming of Visitors to the Meeting**

The President welcomed Jim Cook, Carol Penn, Sylvia Buist and Diana McLay to the meeting.

### **1.5 Announcements by the Presiding Member without Discussion**

The President congratulated Cr Katona on her election and welcomed her to the Shire of Morawa.

## **2 Public Question Time**

### **2.1 Response to previous public questions taken on notice**

Nil

## 2.2 Public question time

### 2.2.1 Carol Penn

Tabled a letter dated 17 May 2018 which she read out and the President and CEO offered the following responses:

1. *YTD Budget as at April 2018 (Page 37 Agenda) for upgrade of Council Chambers has \$50,000.00 allocated with YTD Actual \$527.16. When is upgrade to be finalised?*

CEO: There is an allocation in the 2017/18 budget for the precinct upgrade. To date an engineer's report has been completed, the Heritage Records updated and the bricks around the kitchen repointed. The Shire is working towards a development plan to go to Council late 2018.

2. *Page 12 of the Agenda shows Bronwyn Thorton receiving sitting fees jointly and this is in past financials also. Can all records be amended although they have been adopted by Council as a true record?*

President: The reference to Bronwyn Thornton is the bank account for Mark Thornton.

3. *I have also raised with residents and CRC about the possibility of starting a drama group for the community ranging in 0-140 years and in conjunction with the CRC. Would anticipate that no fees would be payable by a member. Would Council consider being able to contribute by way of allowing these activities to be held in the old Council Chambers at no cost to the drama group.*

President: The Shire would welcome the formation of a group. The use of the Council Chambers is not possible but the CEO has discretion on fees. It is suggested Ms Penn form the group and plan and then ask the CEO for consideration in respect of the use of the Town Hall and the fees.

4. *The Draft Strategic Plan (page 36 of that Plan) sets out the Youth Centre continues to be relevant with medium priority and ongoing. The Youth Centre has not been open for some time and I have had a brief discussion with Councillor Chappel about this recently and understand funding is an issue. I am aware of people who may be prepared to volunteer their time to allow for the Youth Centre to open. Would the Shire be prepared to contribute towards the cost of WWC (Working With Children) for volunteers prepared to help.*

President: The CEO would be happy to work with the volunteers. Funds have not been allowed for youth in the current budget however the new budget allows for a part-time Officer.

5. *Item 7.2.4.1 page 136 on the Agenda in regard to the proposals that Morawa be recommended as an Astrotourism Town with certain structures required to allow for the Star Gazing. Is the funding for the proposed structure to be sought by way of a grant or is this to be funded by monies already held by the Shire.*

CEO: There is an allocation in the budget and grant opportunities. The Midwest Development Commission via State Government will be offering \$550,000 per annum per the Regional Economic Development Grant.

6. *The financials for this agenda on page 23 show the sum of \$564,429.84 had to be given back to DPIRC as the project did not commence. I attended the meeting on 15 February 2018 and recall the mention of the return of the funds and the current agenda now shows the project did not commence why not?*

President: There was \$564,000; \$500,000 Supertown Funding for a feasibility study for a Solar Project and \$64,000 interest accrued. The project blew out to \$24m and the Shire decided not to continue. The Shire tried to use the money for the airport upgrade but could not continue as more funding was not obtainable. Transfer of the money to the Caravan Park upgrade was refused and the money was required to be returned.

Cr Collins: Acknowledged that the President and CEO worked hard to retain the money.

### **2.2.2 Sylvia Buist**

*How can the Sinosteel Funding be accessed?*

President: A Committee was formed and 2 community members elected. A new community member is required following Cr Katona being elected. Following the meeting to elect a new member to the committee the fund will be advertised for groups to put in an application.

## **3**

### **Declaration of Interest**

Nil

#### **4 Confirmation of Minutes of Previous Meetings**

- 4.1 That the minutes of the Ordinary Council Meeting held on 19 April 2018 be confirmed as a true and accurate record.

## COUNCIL RESOLUTION

**180504**                      **Moved:        Cr Coaker**  
                                 **Seconded:   Cr Collins**

**Council resolves that the minutes of the Ordinary Council Meeting held on 19 April 2018 be confirmed as a true and accurate record.**

**CARRIED 6/0**

## 5 Public Statements, Petitions, Presentations and Approved Deputations

### 5.1 Diana McLay, President of Morawa Netball Club

*I would like to bring to your attention, the declining state of the Morawa netball courts.*

*Despite efforts to maintain the courts with resurfacing and general upkeep, the space has become hazardous to players. The courts are currently cracking, bubbling, display pooling of water after rain and the infrastructure surrounding them is located dangerously. The foundations underneath the surface are deteriorating and do not allow for successful resurfacing in the future. Therefore, the courts no longer meet the safety and operation needs of our Club and Netball Australia. It is of our opinion that the courts would need to be rebuilt in a new location, so that netball can continue to run successfully in our town.*

*As a local club that pays annual levies for the use of these courts, we are hoping that you are able to assist us in making the courts safe for local and visiting players for years to come.*

## 6 Method of Dealing with Agenda Business

Nil

## 7 Reports

## 7.1 Reports from Committees

#### 7.1.1 Audit Committee Meeting – 8 May 2018

That Council resolve to adopt the recommendation of the Audit Committee to adopt the Audit Planning Memorandum as presented as part of the annual audit process.

#### **COUNCIL RESOLUTION**

**180505**

**Moved: Cr Stokes  
Seconded: Cr Coaker**

**That Council resolve to adopt the recommendation of the Audit Committee to adopt the Audit Planning Memorandum as presented as part of the annual audit process.**

**CARRIED 6/0**

#### **7.2 Reports from the Chief Executive Officer**

##### **7.2.2 Executive Manager Corporate & Community Services**

##### **7.2.3 Executive Manager Development & Administration**

##### **7.2.4 Economic Development Manager**

##### **7.2.5 Principal Works Manager**

Nil



<i>Item No/ Subject:</i>	<b>7.2.1 Memorandum of Understanding – Town of Victoria Park</b>
<i>Date of Meeting:</i>	<b>17 May 2018</b>
<i>Date &amp; Author:</i>	<b>7 May 2018 - CEO</b>
<i>Responsible Officer:</i>	<b>Chris Linnell - CEO</b>
<i>Applicant/Proponent:</i>	<b>Chris Linnell</b>
<i>File Number:</i>	<b>CM.JVT.1</b>
<i>Previous minute/s &amp; Reference:</i>	

## **SUMMARY**

A Memorandum of Understanding (MOU) be entered into by the Shire of Morawa (the Shire) and the Town of Victoria Park (the Town).

## **DECLARATION OF INTEREST**

Nil

## **ATTACHMENTS**

Attachment 1 – 7.2.1a Memorandum of Understanding

## **BACKGROUND INFORMATION**

The Shire has been seeking a working relationship with the Town to benefit the sustainability and community wellbeing for the Shire and the Town.

Both the Shire and the Town place a high value on mutual cooperation and on providing assistance with regard to areas of common interest.

Six principles have been defined by the MOU:

- Principle A: Embrace opportunity and strive for best practice;
- Principle B: Attract and retain quality staff and develop career opportunities;
- Principle C: Working together to foster engaged communities;
- Principle D: Increase local government capacity and improve community outcomes;
- Principle E: Reduce local government bureaucracy and streamline systems; and
- Principle F: Deliver open and transparent communication.

The MOU will enable each party to seek assistance from the other party to carry out its statutory obligations that are applicable to local governments in order to provide excellent service delivery and enhance economic development and sustainability.

### **OFFICER'S COMMENT**

A local government organisation such as the Town has on-hand expertise in areas such as:

- financial management,
- economic development,
- statutory town planning,
- community development and social services,
- civil engineering,
- asset and facility management,
- governance, and
- regulatory compliance.

Common practice for the Shire is to use consultants through agencies, such as WALGA or LoGo, to provide such expert advice and skills, as well as training, at a significant cost to the Shire.

The MOU with the Town will allow for sharing of resources that reduce the cost of providing expert services to the community and increase the skills of staff employed within the Shire. All resource sharing is planned on a cost recovery basis.

### **COMMUNITY CONSULTATION**

Nil

### **COUNCILLOR CONSULTATION**

CEO Briefing Forums

### **STATUTORY ENVIRONMENT**

Shire of Morawa Strategic Community Plan

### **POLICY IMPLICATIONS**

Nil

### **FINANCIAL IMPLICATIONS**

There will be the opportunity to work on budget efficiencies in the areas associated with staff and consultant allocations.

### **STRATEGIC IMPLICATIONS**

Nil

## **RISK MANAGEMENT**

Nil

## **VOTING REQUIREMENTS**

Simple Majority

## **OFFICER'S RECOMMENDATION**

That with regard to the Memorandum of Understanding between the Shire of Morawa and the Town of Victoria Park, Council;

1. Resolve to endorse the Memorandum of Understanding.
2. Request the President and the CEO sign the document on behalf of Council.

## **COUNCIL RESOLUTION**

**180506**                      **Moved:      Cr Stokes**  
                                 **Seconded: Cr Collins**

**That with regard to the Memorandum of Understanding between the Shire of Morawa and the Town of Victoria Park, Council;**

- 1. Resolve to endorse the Memorandum of Understanding.**
- 2. Request the President and the CEO sign the document on behalf of Council.**

**CARRIED 6/0**

## Memorandum of Understanding

### Memorandum of Understanding

Town of Victoria Park

and

Shire of Morawa

**1. Parties to the Memorandum of Understanding (the MOU):**

- (a) The Town of Victoria Park (the **Town**); and
- (b) The Shire of Morawa (the **Shire**).

**2. Intent:**

This MOU sets forth the terms and understanding between the Town and the Shire to recognise the importance of an effective and meaningful working relationship for the benefit of both local government's sustainability and the wellbeing of their respective communities.

The parties place a high value on mutual cooperation and to provide assistance to each other on issues of common interest and which may affect one or both of the parties.

**3. Principles:**

- Principle A: Embrace opportunity and strive for best practice;
- Principle B: Attract and retain quality staff and develop career opportunities;
- Principle C: Working together to foster engaged communities;
- Principle D: Increase local government capacity and improve community outcomes;
- Principle E: Reduce local government bureaucracy and streamline systems; and
- Principle F: Deliver open and transparent communication.

**4. Purpose:**

This MOU will enable each party to seek assistance from the other party to carry out their statutory obligations pursuant to the various laws, acts and regulations that are applicable to local government in order to provide excellent service delivery to their respective communities and enhance economic development and sustainability.

- (a) This assistance will be limited to providing advice only which may require employees from one of the parties to communicate by telephone, email or by a visit to the local government district of the other party.
- (b) Notwithstanding sub-clause 4.(a), payment at cost for the provision of a local government service supplied by one of the parties to the other party or for the service of an employee of one of the parties seconded to assist the other party may be mutually agreed by the respective Chief Executive Officers (the **CEO**) of each party.

The purpose of the MOU will be accomplished by one party undertaking the provision of local government services to the other party which is not limited to the following activities:

- (a) Financial management advice and assistance;
- (b) Economic development advice and assistance;
- (c) Statutory town planning advice and assistance;
- (d) Community development and social services advice and assistance;
- (e) Civil engineering technical advice and assistance;
- (f) Asset and facility management advice and assistance;
- (g) Governance advice and assistance;
- (h) Regulatory compliance advice and assistance with such matters as noise control, environmental health, waste disposal, animal control, bush fire control; parking of vehicles and other compliance services performed by local government rangers.

**5. Reporting**

A record by each party shall be maintained in order to undertake an annual evaluation of the effectiveness and adherence to the MOU which is to be a subject of a report from the respective CEO of each party to the council of the party where he or she is employed.

**6. Funding**

This MOU is not a commitment of one party providing funds to the other party.

**7. Not a legal document or contract**

This MOU cannot be implied as, or applied as a legal document or formal instrument of contract. The parties acknowledge and agree that no legal recourse can be sought from the application or otherwise of this document. The intent is to provide a transparent and mutually agreed framework to assist with the ongoing relationship and communication between the parties.

**8. Duration**

This MOU is at-will and may be modified by mutual consent of authorised officials from each party being the:

- (a) Mayor of the Town of Victoria Park;
- (b) CEO of the Town of Victoria Park;
- (c) Shire President of the Shire of Morawa; and
- (d) CEO of the Shire of Morawa.

This MOU shall become effective upon signature by the authorised officials from each party being the:

- (a) Mayor of the Town of Victoria Park;
- (b) CEO of the Town of Victoria Park;
- (c) Shire President of the Shire of Morawa; and
- (d) CEO of the Shire of Morawa.

and will remain in effect until modified or terminated by either one of the parties. In the absence of mutual agreement by the authorised official from either party being the:

- (a) CEO of the Town of Victoria Park; or
- (b) CEO of the Shire of Morawa.

This MOU shall end on \_\_\_\_\_ [insert Day, Month & Year].

## 9. Contact Information

### Town of Victoria Park

**CEO:** Anthony Vuleta  
**Address:** 99 Shepperton Road, Victoria Park WA 6100  
**Postal address:** Locked Bag 437, Victoria Park WA 6979  
**Telephone:** 08 9311 8111  
**Fax:** 08 9311 8181  
**E-mail:** admin@vicpark.wa.gov.au

### Shire of Morawa

**CEO:** Chris Linnell  
**Address:** 26 Winfield Street, Morawa WA 6623  
**Postal address:** PO Box 14, Morawa WA 6623  
**Telephone:** 08 9971 1204  
**Fax:** 08 9971 1284  
**E-mail:** admin@morawa.wa.gov.au

## 10. Execution of the MOU

On this \_\_\_\_\_ [insert Day & Month] 2018 the duly responsible signatories representing the parties hereby endorse and give effect to this Memorandum of Understanding.

\_\_\_\_\_  
Mayor  
Trevor Vaughan  
Town of Victoria Park

\_\_\_\_\_  
Anthony Vuleta  
Chief Executive Officer  
Town of Victoria Park

\_\_\_\_\_  
Shire President  
Karen Chappel  
Shire of Morawa

\_\_\_\_\_  
Chris Linnell  
Chief Executive Officer  
Shire of Morawa

<i>Item No/Subject:</i>	<b>7.2.2.1 Accounts Due For Payment – April 2018</b>
<i>Date of Meeting:</i>	<b>17 May 2018</b>
<i>Date &amp; Author:</i>	<b>9 May 2018 — Candice Smith Senior Finance Officer</b>
<i>Responsible Officer:</i>	<b>Jenny Goodbourn – Executive Manager Corporate &amp; Community Services</b>
<i>Applicant/Proponent:</i>	<b>Executive Manager Corporate &amp; Community Services</b>
<i>File Number:</i>	<b>FM.CRD.1</b>
<i>Previous minute/s &amp; Reference:</i>	

### **SUMMARY**

A list of accounts is attached for all payments made for the month of April 2018.

### **DECLARATION OF INTEREST**

Nil

### **ATTACHMENTS**

Attachment 1 - 7.2.2.1a List of accounts due and submitted to Council

### **BACKGROUND INFORMATION**

Local Government (Financial Management) Regulations 1996 – Reg 13

The local government has delegated to the CEO the exercise of power to make payments from the municipal fund or the trust fund, a list of accounts paid by the CEO is to prepare each month showing for each account paid since the last such list was prepared.

### **OFFICER'S COMMENT**

Nil

### **COMMUNITY CONSULTATION**

Nil

### **COUNCILLOR CONSULTATION**

Nil

### **STATUTORY ENVIRONMENT**

Local Government (Financial Management) Regulations 1996 – Reg 13

### **POLICY IMPLICATIONS**

Section 3 – Finance 3.6 Use of Corporate Credit Cards Policy

### **FINANCIAL IMPLICATIONS**

As per list of accounts

### **STRATEGIC IMPLICATIONS**

Nil

### **RISK MANAGEMENT**

As per Policy Section 3 – Finance 3.11 Risk Management Controls

### **VOTING REQUIREMENT**

Simple Majority



## OFFICER'S RECOMMENDATION

That Council endorses the list of accounts paid by the Chief Executive Officer under delegated authority, represented by:

- Municipal EFT Payment Numbers EFT10645 to EFT10738 inclusive, amounting to \$576,696.64
- Municipal Cheque Payments Numbered 11816 to 11823 amounting to \$7,272.18
- Municipal Direct Debit Payments Numbers DD6034.1 to DD606072.3 amounting to \$18,106.06
- Payroll for April 2018  
04/04/2018 - \$ 46,246.66  
18/04/2018 - \$ 48,511.44
- Credit Card Payment April 2018  
\$1,437.57

## COUNCIL RESOLUTION

**180507**      **Moved:**      **Cr Collins**  
**Seconded:**      **Cr Coaker**

**That Council endorses the list of accounts paid by the Chief Executive Officer under delegated authority, represented by:**

- **Municipal EFT Payment Numbers EFT10645 to EFT10738 inclusive, amounting to \$576,696.64**
- **Municipal Cheque Payments Numbered 11816 to 11823 amounting to \$7,272.18**
- **Municipal Direct Debit Payments Numbers DD6034.1 to DD606072.3 amounting to \$18,106.06**
- **Payroll for April 2018**  
**04/04/2018 - \$ 46,246.66**  
**18/04/2018 - \$ 48,511.44**
- **Credit Card Payment April 2018**  
**\$1,437.57**

**CARRIED 6/0**

7.2.2.1a List of accounts due and submitted to Council

Minutes - OCM 17 May 2018

EFT10645	04/04/2018	Dean's Contracting WA Pty Ltd	Flood Damage 2017 Supervision 15/03/18 - 26/03/2018	1	19,307.20
EFT10646	06/04/2018	Australian Services Union	Payroll deductions	1	82.35
EFT10647	06/04/2018	Department of Human Services	Payroll deductions	1	334.24
EFT10648	13/04/2018	Karen Jeanette Chapel	Sitting Fees January to March 2018 - Presidential Allowance	1	8,250.00
EFT10649	13/04/2018	Greenfield Technical Services	Professional Services Flood Damage 2017	1	7,309.50
EFT10650	13/04/2018	Mark & Bronwyn Thornton	Pro rata sitting fees January to 2nd February 2018	1	733.33
EFT10651	13/04/2018	Ken Stokes	Sitting Fees January to March 2018	1	2,000.00
EFT10652	13/04/2018	Jane Coaker	Sitting Fees January to March 2018	1	2,000.00
EFT10653	13/04/2018	Dean Carslake	Sitting Fees January to March 2018 – Deputy President Allowance	1	3,062.50
EFT10654	13/04/2018	Debbie Collins	Sitting Fees January to March 2018	1	2,000.00
EFT10655	13/04/2018	Darren Stuart Agar	Sitting Fees January to March 2018	1	2,000.00
EFT10656	13/04/2018	DALLYWATER CONSULTING	Contract EHO work 09/04/2018 - 10/04/2018	1	2,596.00
EFT10657	13/04/2018	Morawa News & Gifts	Papers and stationary	1	76.75
EFT10658	13/04/2018	Star Track Express	Freight	1	107.41
EFT10659	13/04/2018	Morawa Medical Centre	Pre employment medical	1	300.00
EFT10660	13/04/2018	BOC Limited	Service charge	1	203.81
EFT10661	13/04/2018	Morawa Traders	Purchases for March 18	1	313.33
EFT10662	13/04/2018	Mid West Auto Group	Service EM Vehicle	1	266.99

EFT10663	13/04/2018	Canine Control	Ranger services	1	982.72
EFT10664	13/04/2018	Courier Australia	Freight	1	9.00
EFT10665	13/04/2018	Geraldton Toyota	Service MO 0, MO 02 Service and new tyres	1	1,486.96
EFT10666	13/04/2018	Conway Highbury	Local laws services	1	2,802.80
EFT10667	13/04/2018	Neverfail Springwater Limited	Rental Watercooler	1	14.30
EFT10668	13/04/2018	Alinta Sales Pty Ltd	March Usage	1	260.88
EFT10669	13/04/2018	Id Consulting Pty Ltd	Annual subscription	1	3,300.00
EFT10670	13/04/2018	Keynote Conferences	Registration- Councillor Collins	1	940.00
EFT10671	13/04/2018	MEEDAC Incorporated	Tip attendant 3/03/2018 – 31/03/2018	1	5,418.75
EFT10672	13/04/2018	Aquatic Services WA Pty Ltd	4 relays for dosing pump	1	3,751.44
EFT10673	13/04/2018	Infinitum Technologies Pty Ltd	Software Licences	1	12,298.76
EFT10674	13/04/2018	North Midlands Project Incorporated	Project Management Heritage Trail	1	10,998.00
EFT10675	13/04/2018	WINC Australia	Printing and new binding machine	1	1,753.64
EFT10676	16/04/2018	Ashdown Ingram	Various Parts	1	208.45
EFT10677	16/04/2018	Landmark Operations Limited	Various Purchases March and April 2018	1	2,781.41
EFT10678	16/04/2018	WesTrac Equipment Pty Ltd	Various Parts	1	449.35
EFT10679	16/04/2018	Midwest Chemical & Paper Distributors	Cleaning Purchases	1	315.05
EFT10680	16/04/2018	IT Vision Australia Pty Ltd	Altus Enablement – new programme	1	1,100.00
EFT10681	16/04/2018	Refuel Australia	Bulk Diesel Purchase	1	18,962.41

EFT10682	16/04/2018	S & K Electrical Contracting Pty Ltd	Repairs – 2 Caulfield St, Unit 2 Aged Care, Town Clock	1	795.85
EFT10683	16/04/2018	Cramer & Neill	17 Broad Avenue	1	211.20
EFT10684	16/04/2018	Winchester Industries	Blue Stone – Offsanka Road and Gutha East Road	1	25,947.36
EFT10685	16/04/2018	Bob Waddell & Associates Pty Ltd	Finance Assistance	1	99.00
EFT10686	16/04/2018	Wallis Computer Solutions	Annual Billing 17/18 – Doctors Surgery	1	3,151.50
EFT10687	16/04/2018	Covs Parts Pty Ltd	Various Parts	1	465.87
EFT10688	16/04/2018	Cekas Pest Management P.H.L 2101	Pest control – Spraying Caravan Park Units	1	570.90
EFT10689	16/04/2018	Protector Fire Services	Service of equipment - Shire	1	2,223.93
EFT10690	16/04/2018	Boya Equipment	Parts for P167 Kubota	1	933.21
EFT10691	16/04/2018	Great Southern Fuel Supplies	Card purchases	1	934.52
EFT10692	16/04/2018	Infinitum Technologies Pty Ltd	Computer support for March 2018	1	5,973.00
EFT10693	16/04/2018	Mitchell and Brown Communications Vidguard	Security Monitoring	1	204.00
EFT10694	16/04/2018	MetroCount	Road Count	1	390.50
EFT10695	16/04/2018	Colliers	Rent	1	423.85
EFT10696	18/04/2018	Moore Stephens	Audit certification	1	1,485.00
EFT10697	18/04/2018	McDonalds Wholesalers	Purchases	1	49.15
EFT10698	18/04/2018	S & K Electrical Contracting Pty Ltd	Test and tagging - Shire	1	1,260.05
EFT10699	18/04/2018	GH Country Courier	Freight	1	124.42
EFT10700	18/04/2018	Courier Australia	Freight	1	406.97

EFT10701	18/04/2018	Burgess Rawson (WA) Pty Ltd	Rent	1	137.50
EFT10702	18/04/2018	The Paper Company of Australia	Paper Shire Office and CRC	1	1,540.00
EFT10703	18/04/2018	Tudor House	Purchases – Banners in the Terrace Banner	1	126.50
EFT10704	18/04/2018	Champion Music	Band for Art Show	1	1,573.00
EFT10705	18/04/2018	Northstar Asset Pty Ltd	Screening costs – Film presented at public event	1	385.00
EFT10706	18/04/2018	Fire & Safety WA	Purchases - Uniform	1	176.00
EFT10707	18/04/2018	Snap Joondalup	Printing for Art Show	1	719.99
EFT10708	18/04/2018	Infinitum Technologies Pty Ltd	Purchases – Printer Cartridges and Computer Screen	1	1,519.00
EFT10709	18/04/2018	Avon Waste	Waste Collection March 2018	1	6,376.90
EFT10710	18/04/2018	Ellie Cuthbert	Reimbursement – Travel and Accommodation	1	191.08
EFT10711	18/04/2018	LUDLOW	50% refund for accommodation at Canna Unit	1	88.00
EFT10712	18/04/2018	WINC Australia	Purchases - Stationery	1	8.07
EFT10713	19/04/2018	Australian Taxation Office	March BAS 2018	1	18,154.00
EFT10714	19/04/2018	Dean's Contracting WA Pty Ltd	Flood Damage 2017 Supervisor Services 28/03/2018 - 10/04/2018	1	11,219.78
EFT10715	19/04/2018	BPH	Flood Damage 2017 repairs 28/03/2018 - 10/04/2018	1	126,258.00
EFT10716	19/04/2018	Australian Services Union	Payroll deductions	1	82.35
EFT10717	19/04/2018	Department of Human Services	Payroll deductions	1	334.24
EFT10718	23/04/2018	BPH	Flood Damage 2017 repairs 14/03/2018 - 27/03/2018	1	223,883.00

EFT10719	26/04/2018	Star Track Express	Freight from Tudor House, Jason Sign makers to Morawa	1	179.69
EFT10720	26/04/2018	Kats Rural	Various Parts as per PO1897	1	711.45
EFT10721	26/04/2018	Canine Control	Ranger visit 9th April 2018 and 20 <sup>th</sup> April 2018	1	1,965.44
EFT10722	26/04/2018	Wesfarmers Kleenheat Gas Pty Ltd	Gas bottle rental	1	75.90
EFT10723	26/04/2018	Sigma Companies Group Pty Ltd	Clip for dolphin pool cleaner, box palintense number one tabs	1	59.65
EFT10724	26/04/2018	Bob Waddell & Associates Pty Ltd	Assistance with the 18/19 budget	1	693.00
EFT10725	26/04/2018	ARC Infrastructure	Water consumption reimbursement - Beauty Salon 18th Oct to 14th Dec and 15th Dec to 15th Feb 2018	1	217.35
EFT10726	26/04/2018	Bagoc Pty Ltd	50% of the cost of Painting the Doctors Surgery	1	1,498.75
EFT10727	26/04/2018	Don Willis	Rate incentive 1st Prize 17/18 year	1	500.00
EFT10728	26/04/2018	WINC Australia	10 x Desk Calendar Refills - Councillors	1	262.17
EFT10729	26/04/2018	Jason Signmakers	Sign - Morawa District Historical Society sign	1	296.18
EFT10730	26/04/2018	Statewide Bearings	Parts - Metric rod sea and rod wiper P137	1	65.58
EFT10731	26/04/2018	Covs Parts Pty Ltd	Purchases - Bolt, nuts and washers	1	135.89
EFT10732	26/04/2018	MDHS Kindy/PP Committee	Catering for Thank a Volunteer	1	1,700.00
EFT10733	26/04/2018	Morawa Rural Pty Ltd T/AS Morawa Rural Enterprises	Tyres -tubeless tyre, 2 x 20.5R25 Double coin tyres 2002 Cat 938G Loader 1BID658	1	5,701.15
EFT10734	26/04/2018	Bagoc Pty Ltd	Random on site drug testing	1	1,518.00
EFT10735	27/04/2018	Orana Cinemas	Movie Day Youth Holiday Program	1	370.00
EFT10736	27/04/2018	Blackwoods - (J Blackwood & Son PTY Limited)	Cargo Net Safeguard P163 and P183	1	398.00

EDT10737	27/04/2018	Viponds Paint P/L	Paint for Banners in the terrace 2018	1	552.42
EDT10738	27/04/2018	DALLYWATER CONSULTING	Contract EHO work 16/4/2018 to 17/04/2018	1	2,596.00
EDT10816	13/04/2018	Morawa Licensed Post Office Emmlee's	Postage for March 2018	1	219.75
11817	16/04/2018	Shire of Morawa	Vehicle registration 02MO 12 Months	1	394.70
11818	16/04/2018	Synergy	Power Usage – Street Lighting, Town Hall Feb 2018	1	3,443.05
11819	16/04/2018	Telstra Corporation Limited	Phone Usage – Tourist Bura	1	51.29
11820	18/04/2018	Shire of Morawa	Vehicle registration MO340 12 Months	1	394.70
11821	18/04/2018	Telstra Corporation Limited	Phone Usage – Brigades and Shire Office	1	802.56
11822	26/04/2018	Synergy	Usage - 20th March to 17th April 2018 Town Hall	1	174.35
11823	26/04/2018	Telstra Corporation Limited	Administration, Pool, Depot, Youth and Day Care usage - 1st April To 1st May 2018	1	1,791.78
DD6034.1	04/04/2018	WA Local Government Superannuation Plan	Payroll deductions	1	7,567.26
DD6034.2	04/04/2018	BT FINANCIAL GROUP	Superannuation contributions	1	313.37
DD6034.3	04/04/2018	MLC Super Fund	Superannuation contributions	1	232.34
DD6034.4	04/04/2018	Australian Super	Superannuation contributions	1	223.97
DD6034.5	04/04/2018	LGIA Super	Superannuation contributions	1	321.54
DD6055.1	18/04/2018	WA Local Government Superannuation Plan	Payroll deductions	1	7,830.45
DD6055.2	18/04/2018	BT FINANCIAL GROUP	Superannuation contributions	1	313.37
DD6055.3	18/04/2018	MLC Super Fund	Superannuation contributions	1	232.34
DD6055.4	18/04/2018	Australian Super	Superannuation contributions	1	223.97

DD6055.5	18/04/2018	LGIA Super	Superannuation contributions	1	321.54
DD6072.1	05/04/2018	Bankwest	Credit Card Transactions March 2018	1	1,437.57
DD6072.2	03/04/2018	West net Pty Ltd	West net Internet April 2018	1	224.75
DD6072.3	12/04/2018	BOQ Finance	Photocopier Lease April 2018	1	301.16

**REPORT TOTALS**

<b>EFT</b>	<b>\$ 576,696.64</b>
<b>Cheque</b>	<b>\$ 7,272.18</b>
<b>Direct Debits</b>	<b>\$ 18,106.06</b>
<b>Payroll</b>	<b>\$ 94,758.10</b>
<b>Credit Card</b>	<b>\$ 1,437.57</b>
<b>TOTAL</b>	<b>\$539,854.67</b>



**Mar-18****Business Credit Card - Chris Linnell Bankwest MasterCard**

Date	Description	Accounts	Account Description	Amount	GST
8/03/2018	Banners in the Terrace carry case	1086050.520	Youth Development projects	37.95	3.45
23/03/2018	CEO Accommodation Wheatbelt Conference	1146120.520	Travel & Accommodation	92.06	8.37
			<b>Total Purchases for C Linnell</b>	130.01	11.82

**Business Credit Card - Fred Gledhill Bankwest MasterCard**

Date	Description	Accounts	Account Description	Amount	GST
				0.00	
			<b>Total Purchases for F. Gledhill</b>	0.00	0.00

**Business Credit Card - Sam Appleton Bankwest MasterCard**

Date	Description	Accounts	Account Description	Amount	GST
1/03/2018	Recharge Works Supervisor IPAD	1146190.520	Computer Maintenance Expense	180.00	16.36
8/03/2018	Pest Control Bird for Swimming Pool	B11205	Swimming Pool Maintenance	39.94	3.63
12/03/2018	Stopgull - Air Falcon for Swimming Pool	B11205	Swimming Pool Maintenance	198.97	18.09
12/03/2018	Key Safe for Caravan Park Units	Various	Various Caravan Park Units	129.90	11.81
15/03/2018	Morawa Wastewater Treatment Plant Licence Fee	1103020.541	Sewerage Audit & Licence Fee	712.00	64.73
17/03/2018	Plastic Containers for office kitchen	1146210.520	Misc other office expenses	46.75	4.25
				0.00	
			<b>Total Purchases for S. Appleton</b>	1307.56	118.87

<b>Total Fees and Charges</b>	1437.57	60.35
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<i>Item No/Subject</i>	<b>7.2.2.2 Reconciliations - April 2018</b>
<i>Date of Meeting:</i>	<b>17 May 2018</b>
<i>Date &amp; Author:</i>	<b>09 May 2018 - Candice Smith – Senior Finance Officer</b>
<i>Responsible Officer:</i>	<b>Jenny Goodbourn – Executive Manager Corporate &amp; Community Services</b>
<i>Applicant/Proponent:</i>	<b>Executive Manager Corporate &amp; Community Services</b>
<i>File Number:</i>	<b>FM.ACC.1</b>
<i>Previous minute/s &amp; Reference:</i>	

### **SUMMARY**

Local Government (Financial Management) Regulation 34 (1) (a) states that a Local Government must prepare financial statements monthly.

### **DECLARATION OF INTEREST**

Nil

### **ATTACHMENTS**

Nil

### **BACKGROUND INFORMATION**

The information provided is obtained from the Bank Reconciliations carried out for Municipal Bank/Reserves Bank and the Trust Bank to ensure all transactions have been accounted for.

### **OFFICER'S COMMENT**

The Shire of Morawa's financial position is as follows:-

**BANK BALANCES AS AT 30 April 2018**

<b>Account</b>	<b>2018</b>
Municipal Account #	\$330,748.49
Trust Account	\$15,981.76
Business Telenet Saver (Reserve) Account	\$3,403,658.03
WA Treasury O/night Facility (Super Towns) Account	\$37,614.10
Reserve Term Deposit (Community Development)	\$500,000.00
Reserve Term Deposit (Future Funds 1)	\$800,000.00
Reserve Term Deposit (Future Funds 2)	\$800,000.00

**BANK RECONCILIATION BALANCES**

The Bank Reconciliation Balances for 30 April 2018 with a comparison for 30 April 2017 is as follows:

<b>Account</b>	<b>2017</b>	<b>2018</b>
Municipal Account #	\$687,653.19	\$326,612.29
Trust Account	\$14,498.29	\$21,659.75
Reserve Account	\$6,185,411.18	\$5,541,272.13

## **RESERVE ACCOUNT**

The Reserve Funds of \$5,541,272.13 as at 30 April 2018 were invested in:-

- Bank of Western Australia \$3,403,658.03 in the Business Telenet Saver Account and
- \$37,614.10 in the WA Treasury O/Night Facility
- Term Deposit (Future Funds 1) \$800,000.00
- Term Deposit (Future Funds 2) \$800,000.00
- Term Deposit (Community Development Fund) \$500,000.00

Breakdown for April 2018 with a comparison for April 2017 is as follows:

	<b>2017</b>	<b>2018</b>
Sports Complex Upgrade Reserve	\$0.00	\$0.00
Land & Building Reserve	\$79,834.58	\$100,874.21
Plant Reserve	\$1,028,310.18	\$913,647.99
Leave Reserve	\$289,514.39	\$283,661.72
Economic Development Reserve	\$109,113.54	\$110,289.04
Sewerage Reserve	\$146,045.59	\$218,247.40
Unspent Grants & Contributions Reserve	\$24,873.36	\$26,356.06
Community Development Reserve	\$1,186,337.79	\$1,208,665.11
Water Waste Management Reserve	\$0.00	\$0.00
Future Funds Reserve	\$2,152,830.43	\$2,136,718.79
Morawa Future Funds Interest Reserve	\$55,251.13	\$126,359.31
Aged Care Units Reserve Units 6-9	\$9,114.92	\$9,213.32
Aged Care Units Reserve Units 1-4	\$67,842.90	\$68,573.79
Aged Care Units Reserve Unit 5	\$54,460.90	\$55,047.63
Transfer Station Reserve	\$29,072.38	\$27.18
S/Towns Revitalisation Reserve	\$176,131.09	\$37,614.10
ST Solar Thermal Power Station Reserve	\$558,278.70	0
Business Units Reserve	\$61,851.76	\$82,697.54
Legal Reserve	\$15,149.77	\$20,357.89
Road Reserve	\$141,397.77	\$142,921.05
<b>TOTAL</b>	<b>\$6,185,411.18</b>	<b>\$5,541,272.13</b>

## **TRANSFER OF FUNDS**

- \$521,430.00 from Unspent Grants to Municipal Fund being for General FAGS paid in advance June 2017. 17 July 2017
  - \$299,042.00 from Unspent Grants to Municipal Fund being for Roads FAGS paid in advance June 2017. 10 August 2017
  - \$140,000.00 from S/Towns Revitalisation Reserve to Municipal Fund being for monies spent on project 16/17. 26 October 2017
  - \$37,368.00 from Future Funds Reserve to Morawa Future Funds Interest Reserve being for 85% of interest from Term Deposit that matured October 2017 and was accrued as at the 30<sup>th</sup> June 2017. For the year 2016/17
  - \$32,000.00 from Unspent Grants Reserve to Municipal Fund being for returning of monies for Swimming Pool Operating Grant unspent 15/16 as pool did not open. 11 January 2018
  - \$564,429.84 from ST Solar Thermal Power Station Reserve to Municipal Fund being for monies returned to DPIRD as project did not commence. 28 February 2018
- **Investment Transfers**
  - \$800,000.00 from Future Funds to Term Deposit Future Funds1 for 8 months @ 2.50% interest
  - \$800,000.00 from Future Funds to Term Deposit Future Funds2 for 8 months @ 2.50% interest
  - \$500,000.00 from Community Development Fund for 8 months @ 2.50% interest

## **COMMUNITY CONSULTATION**

NIL

## **COUNCILLOR CONSULTATION**

NIL

## **STATUTORY ENVIRONMENT**

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

### **POLICY IMPLICATIONS**

Section 3 – Finance 3.11 Risk Management Controls  
Section 3 – Finance 3.4.3 Investment Policy – Delegated Authority

### **FINANCIAL IMPLICATIONS**

As presented

### **STRATEGIC IMPLICATIONS**

Nil

### **RISK MANAGEMENT**

As per Policy Section 3 – Finance 3.11 Risk Management Controls

### **VOTING REQUIREMENTS**

Simple Majority

### **OFFICER'S RECOMMENDATION**

That Council receive the bank reconciliation report for 30 April 2018.

### **COUNCIL RESOLUTION**

180508                      Moved:      Cr Carslake  
                                    Seconded: Cr Coaker

That Council receive the bank reconciliation report for 30 April 2018.

**CARRIED 6/0**

<i>Item No/Subject:</i>	<b>7.2.2.3 Monthly Financial Statements – April 2018</b>
<i>Date of Meeting:</i>	<b>17 May 2018</b>
<i>Date &amp; Author:</i>	<b>10 May 2018 - Candice Smith – Senior Finance Officer</b>
<i>Responsible Officer:</i>	<b>Jenny Goodbourn – Executive Manager Corporate &amp; Community Services</b>
<i>Applicant/Proponent:</i>	<b>Executive Manager Corporate &amp; Community Services</b>
<i>File Number:</i>	
<i>Previous minute/s &amp; Reference:</i>	

### **SUMMARY**

Local Government (Financial Management) Regulation 34(1) (a) states that a Local Government must prepare financial statements monthly.

### **DECLARATION OF INTEREST**

Nil

### **ATTACHMENTS**

Attachment 1 – 7.2.2.3a Statement of Financial Activity  
*A copy of the schedules is available if required.*

### **BACKGROUND INFORMATION**

Nil

### **OFFICER'S COMMENT**

Nil

### **COMMUNITY CONSULTATION**

Nil

### **COUNCILLOR CONSULTATION**

Nil

## **STATUTORY ENVIRONMENT**

Local Government Act 1995 and Local Government (Financial Management) Regulations.

## **POLICY IMPLICATIONS**

Nil

## **FINANCIAL IMPLICATIONS**

As presented

## **STRATEGIC IMPLICATIONS**

Nil

## **RISK MANAGEMENT**

Nil

## **VOTING REQUIREMENTS**

Simple Majority

## **OFFICER'S RECOMMENDATION**

That Council receive the Statement of Financial Activity and the Variance Report for the period ending the 30 April 2018.

## **COUNCIL RESOLUTION**

**180509**                      **Moved:        Cr Collins**  
                                 **Seconded: Cr Carslake**

**That Council receive the Statement of Financial Activity and the Variance Report for the period ending the 30 April 2018.**

**CARRIED 6/0**





**SHIRE OF MORAWA**  
**MONTHLY STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD 1 JULY 2017 TO 30 APRIL 2018**

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**SHIRE OF MORAWA**

**STATEMENT OF FINANCIAL ACTIVITY**

**FOR THE PERIOD 1 JULY 2017 TO 30 APRIL 2018**

	NOTE	APRIL 2018 Actual \$	APRIL 2018 Y-T-D Budget \$	2017/18 Budget \$	Variances Actuals to Budget \$	Variances Actual Budget to Y-T-D %	
<b><u>Operating</u></b>							
<b>Revenues/Sources</b>	1,2						
Governance		18,752	0	20,010	18,752	0.00%	
General Purpose Funding		652,336	681,447	897,142	(29,111)	(4.27%)	
Law, Order, Public Safety		29,220	25,914	26,230	3,306	12.76%	
Health		3,352	4,100	5,350	(748)	(18.24%)	
Education and Welfare		14,002	109,032	133,899	(95,030)	(87.16%)	▼
Housing		83,319	50,360	147,761	32,959	65.45%	▲
Community Amenities		436,791	532,961	554,091	(96,170)	(18.04%)	▼
Recreation and Culture		51,389	34,500	69,214	16,889	48.95%	▲
Transport		1,070,234	1,072,602	1,092,694	(2,368)	(0.22%)	
Economic Services		100,226	163,460	223,319	(63,234)	(38.68%)	▼
Other Property and Services		195,957	70,990	139,184	124,967	176.03%	▲
		<u>2,655,578</u>	<u>2,745,366</u>	<u>3,308,894</u>	<u>(89,788)</u>	<u>(3.27%)</u>	
<b>(Expenses)/(Applications)</b>	1,2						
Governance		(383,260)	(371,525)	(491,640)	(383,260)	0.00%	
General Purpose Funding		(158,833)	(135,810)	(174,282)	(23,023)	(16.95%)	▲
Law, Order, Public Safety		(87,800)	(71,159)	(84,223)	(16,641)	(23.39%)	▲
Health		(188,263)	(174,506)	(210,604)	(13,757)	(7.88%)	
Education and Welfare		(84,666)	(582,386)	(800,015)	497,720	85.46%	▼
Housing		(261,479)	(186,496)	(313,270)	(74,983)	(40.21%)	▲
Community Amenities		(480,371)	(624,618)	(741,202)	144,247	23.09%	▼
Recreation & Culture		(1,164,689)	(954,911)	(1,136,614)	(209,778)	(21.97%)	▲
Transport		(2,101,267)	(1,343,950)	(1,598,634)	(757,317)	(56.35%)	▲
Economic Services		(1,023,939)	(632,381)	(794,594)	(391,558)	(61.92%)	▲
Other Property and Services		<u>(51,128)</u>	<u>(50,309)</u>	<u>(36,296)</u>	<u>(819)</u>	<u>(1.63%)</u>	
		<u>(5,985,695)</u>	<u>(5,128,051)</u>	<u>(6,381,374)</u>	<u>(1,229,169)</u>	<u>16.72%</u>	
<b>Net Result Excluding Rates</b>		(3,330,117)	(2,382,685)	(3,072,480)	(1,318,957)		
<b><u>Adjustments for Non-Cash (Revenue) and Expenditure</u></b>							
(Profit)/Loss on Asset Disposals	4	0	(10,830)	(13,000)	10,830	100.00%	▼
Movement in Leave Reserve (Added Back)		2,524	0	0	2,524	0.00%	
Movement in Deferred Pensioner Rates/ESL (non		0	0	0	0	0.00%	
Movement in Employee Benefit Provisions (non-c		0	0	0	0	0.00%	
Rounding Adjustment		0	0	0	0	0.00%	
Depreciation on Assets		1,429,004	1,219,390	1,463,496	209,614	(17.19%)	▲
<b><u>Capital Revenue and (Expenditure)</u></b>							
Purchase of Investments		0	0	0	0	0.00%	
Purchase Land Held for Resale	3	0	(16,660)	(20,000)	16,660	100.00%	▼
Purchase Land and Buildings	3	(2,707)	(123,000)	(155,000)	120,293	97.80%	▼
Purchase Plant and Equipment	3	(160)	(155,000)	(155,000)	154,840	99.90%	▼
Purchase Furniture and Equipment	3	0	(12,870)	(22,870)	12,870	100.00%	▼
Purchase Infrastructure Assets - Roads	3	(813,195)	(1,386,203)	(1,631,978)	573,008	41.34%	▼
Purchase Infrastructure Assets - Footpaths	3	0	0	(27,937)	0	0.00%	
Purchase Infrastructure Assets - Drainage	3	0	0	0	0	0.00%	
Purchase Infrastructure Assets - Parks & Ovals	3	0	0	0	0	0.00%	
Purchase Infrastructure Assets - Airfields	3	0	(10,000)	(10,000)	10,000	100.00%	
Purchase Infrastructure Assets - Play Equip	3	0	0	0	0	0.00%	
Purchase Infrastructure Assets - Sewerage	3	0	0	0	0	0.00%	
Purchase Infrastructure Assets - Dams	3	0	0	0	0	0.00%	
Purchase Infrastructure Assets - Other	3	(83,849)	(124,170)	(137,500)	40,321	32.47%	▼
Proceeds from Disposal of Assets	4	0	0	15,000	0	0.00%	
Repayment of Debentures	5	(47,147)	(47,485)	(70,815)	338	0.71%	
Proceeds from New Debentures	5	0	0	0	0	0.00%	
Advances to Community Groups		0	0	0	0	0.00%	
Self-Supporting Loan Principal Income	5	0	0	0	0	0.00%	
Transfers to Restricted Assets (Reserves)	6	(138,403)	(150,692)	(278,751)	12,289	8.15%	
Transfers from Restricted Asset (Reserves)	6	1,594,270	1,725,622	1,892,170	(131,352)	(7.61%)	
ADD Net Current Assets July 1 B/Fwd	7	558,952	428,376	428,376	130,576	30.48%	
LESS Net Current Assets Year to Date	7	<u>958,442</u>	<u>756,438</u>	<u>564</u>	<u>202,004</u>	<u>(26.70%)</u>	
<b>Amount Raised from Rates</b>	8	<u>(1,789,270)</u>	<u>(1,802,645)</u>	<u>(1,796,852)</u>	<u>13,375</u>	<u>(0.74%)</u>	

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

**Material Variances Symbol**

Above Budget Expectations

▲

Greater than 10,000 and greater than 10%

Below Budget Expectations

▼

Less than 10,000 and less than 10%

## SHIRE OF MORAWA

### NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 30 APRIL 2018

#### 1. SIGNIFICANT ACCOUNTING POLICIES

The significant accounting policies which have been adopted in the preparation of this statement of financial activity are:

**(a) Basis of Accounting**

The budget has been prepared in accordance with applicable Australian Accounting Standards (as they apply to local government 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.

The budget 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.

**(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 9.

**(c) Rounding Off Figures**

All figures shown in this statement, other than a rate in the dollar, 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**

In accordance with recommended practice, revenues, expenses and assets capitalised are stated net of any GST recoverable. Receivables and payables are stated inclusive of applicable GST.

**(f) Superannuation**

The Council contributes to a number of superannuation funds on behalf of employees.

**(g) Cash and Cash Equivalents**

Cash and cash equivalents include cash on hand, cash at bank, deposits held at call with banks, other short term highly liquid investments with original maturities of three months or less 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 shown as short term borrowings in current liabilities on the statement of financial position.

## SHIRE OF MORAWA

### NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 30 APRIL 2018

#### 1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

##### (h) Trade and Other Receivables

Collectibility 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.

##### (i) 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 purchased for development and/or resale 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 complete are expensed.

Revenue arising from the sale of property is recognised in the statement of comprehensive income as at the time of signing an unconditional contract of sale.

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

##### (j) Fixed Assets

Each class of fixed assets is carried at cost or fair value as indicated less, where applicable, any accumulated depreciation or impairment losses.

###### **Initial Recognition**

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 Council includes the cost of all materials used in construction, direct labour on the project and an appropriate proportion of variable and fixed overhead.

###### **Revaluation**

Certain asset classes may be revalued on a regular basis such that the carrying values are not materially different from fair value. For infrastructure and other asset classes where no active market exists, fair value is determined to be the current replacement cost of an asset less, where applicable, accumulated depreciation calculated on the basis of such cost to reflect the already consumed or expired future economic benefits of the asset.

Increases in the carrying amount arising on revaluation of assets are credited to a revaluation surplus in equity. Decreases that offset previous increases in the same asset are charged against fair value reserves directly in equity; all other decreases are charged to the statement of comprehensive income.

Any accumulated depreciation at the date of revaluation is eliminated against the gross carrying amount of the asset and the net amount is restated to the revalued amount of the asset.

Those assets carried at a revalued amount, being their fair value at the date of revaluation less any subsequent accumulated depreciation and accumulated impairment losses, 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 MORAWA

### NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 30 APRIL 2018

#### 1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

##### (j) Fixed Assets (Continued)

###### **Land Under Roads**

In Western Australia, all land under roads is Crown Land, the responsibility for managing which, is vested in the local government.

Effective as at 1 July 2008, Council elected not to recognise any value for land under roads acquired on or before 30 June 2008. This accords with the treatment available in Australian Accounting Standard AASB 1051 Land Under Roads and the fact Local Government (Financial Management) Regulation 16(a)(i) prohibits local governments from recognising such land as an asset.

In respect of land under roads acquired on or after 1 July 2008, as detailed above, Local Government (Financial Management) Regulation 16(a)(i) prohibits local governments from recognising such land as an asset.

Whilst this treatment is inconsistent with the requirements of AASB 1051, Local Government (Financial Management) Regulation 4(2) provides, in the event of such an inconsistency, the Local Government (Financial Management) Regulations prevail.

Consequently, any land under roads acquired on or after 1 July 2008 is not included as an asset of the Council.

###### **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.

Assets are depreciated from the date of acquisition or, in respect of internally constructed assets, from the time the asset is completed and held ready for use.

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

Buildings	50 to 100 years
Furniture and Equipment	10 years
Plant and Equipment	5 to 15 years
Sealed roads and streets	
clearing and earthworks	not depreciated
construction/road base	50 years
original surfacing and major re-surfacing	
- bituminous seals	20 years
Gravel roads	
clearing and earthworks	not depreciated
construction/road base	50 years
gravel sheet	12 years
Formed roads (unsealed)	
clearing and earthworks	not depreciated
construction/road base	50 years
Footpaths - slab	40 years

###### **Depreciation of Non-Current Assets (Continued)**

An asset's carrying amount is written down immediately to its recoverable amount if the asset's carrying amount is greater than its estimated recoverable amount.

Gains and losses on disposals are determined by comparing proceeds with the carrying amount. These gains and losses are included in the statement of comprehensive income. When revalued assets are sold, amounts included in the revaluation surplus relating to that asset are transferred to retained earnings.

## NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 30 APRIL 2018

## 1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

## (j) Fixed Assets (Continued)

**Capitalisation Threshold**

Expenditure under the thresholds listed below is not capitalised. Rather, it is recorded on an

- Land	Nil (All Land Capitalised)
- Buildings	2,000
- Plant & Equipment	2,000
- Furniture & Equipment	1,000
- Infrastructure	5,000

**Capitalisation Threshold**

Expenditure on items of equipment under \$5,000 is not capitalised. Rather, it is recorded on an asset inventory listing.

## (k) Financial Instruments

**Initial Recognition and Measurement**

Financial assets and financial liabilities are recognised when the Council becomes a party to the contractual provisions to the instrument. For financial assets, this is equivalent to the date that the Council commits itself to either the purchase or sale of the asset (ie trade date accounting is adopted).

Financial instruments are initially measured at fair value plus transaction costs, except where the instrument is classified 'at fair value through profit or loss', in which case transaction costs are expensed to profit or loss immediately.

**Classification and Subsequent Measurement**

Financial instruments are subsequently measured at fair value, amortised cost using the effective interest rate method or at cost.

Fair value represents the amount for which an asset could be exchanged or a liability settled, between knowledgeable, willing parties. Where available, quoted prices in an active market are used to determine fair value. In other circumstances, valuation techniques are adopted.

Amortised cost is calculated as:

- (a) the amount in which the financial asset or financial liability is measured at initial recognition;
- (b) less principal repayments;
- (c) plus or minus the cumulative amortisation of the difference, if any, between the amount initially recognised and the maturity amount calculated using the effective interest rate method; and
- (b) less any reduction for impairment.

The effective interest rate method is used to allocate interest income or interest expense over the relevant period and is equivalent to the rate that exactly discounts estimated future cash payments or receipts (including fees, transaction costs and other premiums or discounts) through the expected life (or when this cannot be reliably predicted, the contractual term) of the financial instrument to the net carrying amount of the financial asset or financial liability. Revisions to expected future net cash flows will necessitate an adjustment to the carrying value with a consequential recognition of an income or expense in profit or loss.

## SHIRE OF MORAWA

### NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 30 APRIL 2018

#### 1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

##### (k) Financial Instruments (Continued)

###### Classification and Subsequent Measurement (Continued)

###### *(i) Financial assets at fair value through profit and loss*

Financial assets at fair value through profit or loss are financial assets held for trading. A financial asset is classified in this category if acquired principally for the purpose of selling in the short term. Derivatives are classified as held for trading unless they are designated as hedges. Assets in this category are classified as current assets.

###### *(ii) Loans and receivables*

Loans and receivables are non-derivative financial assets with fixed or determinable payments that are not quoted in an active market and are subsequently measured at amortised cost.

Loans and receivables are included in current assets, except for those which are not expected to mature within 12 months after the end of the reporting period (classified as non-current assets).

###### *(iii) Held-to-maturity investments*

Held-to-maturity investments are non-derivative financial assets with fixed maturities and fixed or determinable payments that the Council's management has the positive intention and ability to hold to maturity.

Held-to-maturity financial assets are included in non-current assets, except for those which are expected to mature within 12 months after the end of the reporting period, which are classified as current assets.

If the Council were to sell other than an insignificant amount of held-to-maturity financial assets, the whole category would be tainted and reclassified as available-for-sale.

###### *(iv) Available-for-sale financial assets*

Available-for-sale financial assets are non-derivative financial assets that are either not suitable to be classified into other categories of financial assets due to their nature, or they are designated as such by management. They comprise investments in the equity of other entities where there is neither a fixed maturity nor fixed or determinable payments.

Available-for-sale financial assets are included in non-current assets, except for those which are expected to mature within 12 months of the end of the reporting period (classified as current assets).

###### *(v) Financial liabilities*

Non-derivative financial liabilities (excluding financial guarantees) are subsequently measured at amortised cost.

###### **Impairment**

At the end of each reporting period, the Council assesses whether there is objective evidence that a financial instrument has been impaired. In the case of available-for-sale financial instruments, a prolonged decline in the value of the instrument is considered to determine whether impairment has arisen. Impairment losses are recognised in the statement of comprehensive income.

## SHIRE OF MORAWA

### NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 30 APRIL 2018

#### 1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

##### (l) Estimation of Fair Value

The fair value of financial assets and financial liabilities must be estimated for recognition and measurement or for disclosure purposes.

The fair value of financial instruments traded in active markets is based on quoted market prices at the reporting date.

The fair value of financial instruments that are not traded in an active market is determined using valuation techniques. Council uses a variety of methods and makes assumptions that are based on market conditions existing at each balance date. These include the use of recent arm's length transactions, reference to other instruments that are substantially the same, discounted cash flow analysis, and option pricing models making maximum use of market inputs and relying as little as possible on entity-specific inputs.

Quoted market prices or dealer quotes for similar instruments are used for long-term debt instruments held. Other techniques, such as estimated discounted cash flows, are used to determine fair value for the remaining financial instruments.

The nominal value less estimated credit adjustments of trade receivables and payables are assumed to approximate their fair values. The fair value of financial liabilities for disclosure purposes is estimated by discounting the future contractual cash flows at the current market interest rate that is available to the Council for similar financial instruments.

##### (m) Impairment

In accordance with Australian Accounting Standards the Council's assets, other than inventories, are assessed at each reporting date to determine whether there is any indication they may be impaired.

Where such an indication exists, an estimate of the recoverable amount of the asset is made in accordance with AASB 136 "Impairment of Assets" and appropriate adjustments made.

An impairment loss is recognised whenever the carrying amount of an asset or its cash-generating unit exceeds its recoverable amount. Impairment losses are recognised in the statement of comprehensive income.

For non-cash generating assets such as roads, drains, public buildings and the like, value in use is represented by the depreciated replacement cost of the asset.

At the time of adopting the budget, it is not possible to estimate the amount of impairment losses (if any) as at 30 June 2013.

In any event, an impairment loss is a non-cash transaction and consequently, has no impact on this budget document.

##### (n) 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 and are usually paid within 30 days of recognition.



NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 30 APRIL 2018

**1. SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**(o) 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 Council has a present obligation to pay resulting from employees' services provided to reporting date. The provision has been calculated at nominal amounts based on remuneration rates the Council 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 projected 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 Council does not have the unconditional right to defer settlement beyond 12 months, the liability is recognised as a current liability.

**(p) 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.

**(q) Provisions**

Provisions are recognised when:

- a) the Council has a present legal or constructive obligation as a result of past events;
- b) for which it is probable that an outflow of economic benefits will result to settle the obligation; and
- c) that outflow can be reliably measured.

Provisions are measured using the best estimate of the amounts required to settle the obligation at the end of the reporting period.

Provisions are not recognised for future operating losses.

**(r) 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.

**(s) Comparative Figures**

Where required, comparative figures have been adjusted to conform with changes in presentation of the current budget year.

## **SHIRE OF MORAWA**

### **NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY**

**FOR THE PERIOD 1 JULY 2017 TO 30 APRIL 2018**

#### **2. STATEMENT OF OBJECTIVE**

The Shire of Morawa is dedicated to providing high quality services to the community through the various service orientated programs which it has established.

##### **GOVERNANCE**

Includes members of Council, Civic Functions & Public Relations, Council Elections, Training/Education. Objective is to provide a management & administrative structure to service Council & the community.

##### **GENERAL PURPOSE FUNDING**

Includes Rates, Loans, Investments & Grants. Objective is to manage Council's finances.

##### **LAW, ORDER, PUBLIC SAFETY**

Includes Emergency Services & Animal Control. Objective is to provide, develop & manage services in response to community needs.

##### **HEALTH**

Includes Environmental Health, Medical & Health facilities. Objective is to provide, develop & manage services in response to community needs.

##### **EDUCATION AND WELFARE**

Includes Education, Welfare & Children's Services. Objective is to provide, develop & manage services in response to community needs.

##### **HOUSING**

Includes Staff & Other Housing. Objective is to ensure quality housing and appropriate infrastructure is maintained.

##### **COMMUNITY AMENITIES**

Includes Refuse Collection, Sewerage, Cemetery, Building Control, Town Planning & Townscape. Objective is to provide, develop & manage services in response to community needs.

##### **RECREATION AND CULTURE**

Includes Pools, Halls, Library, Oval, Parks & Gardens & Recreational Facilities. Objective is to ensure the recreational & cultural needs of the community are met.

##### **TRANSPORT**

Includes Roads, Footpaths, Private Works, Machine Operating Costs, Outside Wages & Airstrip. Objective is to effectively manage transport infrastructure.

##### **ECONOMIC SERVICES**

Includes Tourism, Rural Services, Economic Development & Caravan Park. Objective is to foster economic development, tourism & rural services in the district.

##### **OTHER PROPERTY & SERVICES**

Includes Private Works, Public Works Overheads, Plant Operating Costs, Administration Overheads and Unclassified Items. Objective is to provide control accounts and reporting facilities for all other operations.

## SHIRE OF MORAWA

## NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 30 APRIL 2018

	2017/18 Budget \$	APRIL 2018 YTD Budget \$	APRIL 2018 Actual \$
<b>3. ACQUISITION OF ASSETS</b>			
The following assets have been acquired during the period under review:			
<b><u>By Program</u></b>			
<b>Governance</b>			
Upgrade to Old Council Chambers	50,000	50,000	527.16
<b>General Purpose Funding</b>			
<b>Law, Order, Public Safety</b>			
New fire truck	0	0	160.00
<b>Housing</b>			
Aged Person Units x 4 - water metres	60,000	48,000	2,180.00
<b>Community Amenities</b>			
New Tip Site Construction	70,000	70,000	0.00
Community Bus	135,000	135,000	0.00
<b>Recreation and Culture</b>			
Storage Shed 6x6	10,000	5,000	0.00
Diving Blocks	10,000	5,000	4,880.00
Sports Complex Upgrade	10,000	0	0.00
Furniture & Equipment	20,000	10,000	0.00
Morawa Interpretation Trails Project	20,000	16,670	0.00
<b>Transport</b>			
Road Construction			
- Rural Roads Construction	1,483,543	1,254,485	696,289.14
- Townsite Roads Construction	148,435	131,718	116,905.52
Footpath Construction	27,937	0	0.00
Airfield Lighting Upgrade	10,000	10,000	0.00
<b>Economic Services</b>			
Caravan Park Camp Kitchen/Caretakers Cabin	25,000	20,000	0.00
Caravan Park Concept Plan	12,500	12,500	0.00
Morawa Gateway Project	25,000	20,000	0.00
Industrial Land Development	20,000	16,660	0.00
Phase 1 - Civic Square/Pedestrian Crossing	0	0	26,264.09
Construction of Footpath - Jubilee Park	0	0	42,822.46
Morawa Perenjori Gateway Project	0	0	9,882.58
<b>Other Property &amp; Services</b>			
Administration Furniture & Equipment	2,870	2,870	0.00
Generator for Admin Building	20,000	20,000	0.00
	<u>2,160,285</u>	<u>1,827,903</u>	<u>899,910.95</u>

**SHIRE OF MORAWA**

**NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY**

**FOR THE PERIOD 1 JULY 2017 TO 30 APRIL 2018**

<b>3. ACQUISITION OF ASSETS (Continued)</b>	<b>2017/18 Budget \$</b>	<b>APRIL 2018 YTD Budget \$</b>	<b>APRIL 2018 Actual \$</b>
The following assets have been acquired during the period under review:			
<b><u>By Class</u></b>			
Land Held for Resale	20,000	16,660	0.00
Investments	0	0	0.00
Land	0	0	0.00
Buildings	155,000	123,000	2,707.16
Plant and Equipment	155,000	155,000	160.00
Furniture and Equipment	22,870	12,870	0.00
Infrastructure Assets - Roads	1,631,978	1,386,203	813,194.66
Infrastructure Assets - Footpaths	27,937	0	0.00
Infrastructure Assets - Drainage/Dams	0	0	0.00
Infrastructure Assets - Parks & Ovals	0	0	0.00
Infrastructure Assets - Airfields	10,000	10,000	0.00
Infrastructure Assets - Playground Equipment	0	0	0.00
Infrastructure Assets - Sewerage	0	0	0.00
Infrastructure Assets - Dams	0	0	0.00
Infrastructure Assets - Other	137,500	124,170	83,849.13
	<u>2,160,285</u>	<u>1,827,903</u>	<u>899,910.95</u>

SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 30 APRIL 2018

4. DISPOSALS OF ASSETS

The following assets have been disposed of during the period under review:

By Program	Written Down Value		Sale Proceeds		Profit(Loss)	
	2017/18 Budget \$	APRIL 2018 Actual \$	2017/18 Budget \$	APRIL 2018 Actual \$	2017/18 Budget \$	APRIL 2018 Actual \$
Law, Order & Public Safety						0.00
Community Amenities						
1996 Toyota Coaster Community Bus MO403	2,000		15,000		13,000	0.00
Recreation & Culture						0.00
Transport						0.00
						0.00
Other Property & Services						0.00
						0.00
	2,000	0.00	15,000	0.00	13,000	0.00

By class of asset	Written Down Value		Sale Proceeds		Profit(Loss)	
	2017/18 Budget \$	APRIL 2018 Actual \$	2017/18 Budget \$	APRIL 2018 Actual \$	2017/18 Budget \$	APRIL 2018 Actual \$
Plant & Equipment						
1996 Toyota Coaster Community Bus MO403	2,000	0.00	15,000	0.00	13,000	0.00
0	0	0.00	0	0.00	0	0.00
0	0	0.00	0	0.00	0	0.00
0	0	0.00	0	0.00	0	0.00
0	0	0.00	0	0.00	0	0.00
0	0	0.00	0	0.00	0	0.00
0	0	0.00	0	0.00	0	0.00
0	0	0.00	0	0.00	0	0.00
	2,000	0.00	15,000	0.00	13,000	0.00

Summary

Profit on Asset Disposals

Loss on Asset Disposals

2017/18 Budget \$	APRIL 2018 Actual \$
13,000	0.00
0	0.00
13,000	0.00

**SHIRE OF MORAWA**

**NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY**

**FOR THE PERIOD 1 JULY 2017 TO 30 APRIL 2018**

**5. INFORMATION ON BORROWINGS**

(a) Debenture Repayments

Particulars	Principal 1-Jul-16	New Loans		Principal Repayments		Principal Outstanding		Interest Repayments	
		2017/18 Budget \$	2017/18 Actual \$	2017/18 Budget \$	2017/18 Actual \$	2017/18 Budget \$	2017/18 Actual \$	2017/18 Budget \$	2017/18 Actual \$
<b>Housing</b>									
Loan 133 - GEHA House	70,621	0	0	34,156	16,799	36,465	53,822	4,076	1,785
Loan 134 - 2 Broad Street	49,838	0	0	24,158	24,158	25,680	25,680	3,090	643
Loan 136 - 24 Harley Street - Staff Housing	332,137	0	0	12,501	6,190	319,636	325,947	12,931	5,992
	452,596	0	0	70,814.62	47,147	381,781.38	405,449	20,097	8,420

All debenture repayments are to be financed by general purpose revenue.

**SHIRE OF MORAWA**

**NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY**

**FOR THE PERIOD 1 JULY 2017 TO 30 APRIL 2018**

	<b>2017/18 Budget \$</b>	<b>APRIL 2018 Actual \$</b>
<b>6. RESERVES - CASH BACKED</b>		
<b>(a) Leave Reserve</b>		
Opening Balance	281,137	281,138
Amount Set Aside / Transfer to Reserve	7,611	2,524
Amount Used / Transfer from Reserve	(80,000)	0
	<u>208,748</u>	<u>283,662</u>
<b>(b) Sports and Recreation Facilities Reserve</b>		
Opening Balance	0	0
Amount Set Aside / Transfer to Reserve	0	0
Amount Used / Transfer from Reserve	0	0
	<u>0</u>	<u>0</u>
<b>(c) Plant Reserve</b>		
Opening Balance	905,518	905,518
Amount Set Aside / Transfer to Reserve	108,411	8,130
Amount Used / Transfer from Reserve	(60,000)	0
	<u>953,929</u>	<u>913,648</u>
<b>(d) Building Reserve</b>		
Opening Balance	99,976	99,977
Amount Set Aside / Transfer to Reserve	20,929	898
Amount Used / Transfer from Reserve	(50,000)	0
	<u>70,905</u>	<u>100,874</u>
<b>(e) Economic Development Reserve</b>		
Opening Balance	109,308	109,308
Amount Set Aside / Transfer to Reserve	1,015	981
Amount Used / Transfer from Reserve	(25,000)	0
	<u>85,323</u>	<u>110,289</u>
<b>(f) Community Development Reserve</b>		
Opening Balance	1,187,559	1,187,559
Amount Set Aside / Transfer to Reserve	11,030	21,106
Amount Used / Transfer from Reserve	(10,000)	0
	<u>1,188,589</u>	<u>1,208,665</u>
<b>(g) Sewerage Reserve</b>		
Opening Balance	216,306	216,305
Amount Set Aside / Transfer to Reserve	34,528	1,942
Amount Used / Transfer from Reserve	(70,000)	0
	<u>180,834</u>	<u>218,247</u>
<b>(h) Unspent Grants and Contributions Reserve</b>		
Opening Balance	877,391	877,390
Amount Set Aside / Transfer to Reserve	8,149	1,438
Amount Used / Transfer from Reserve	(832,972)	(852,472)
	<u>52,568</u>	<u>26,356</u>

# SHIRE OF MORAWA

## NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 30 APRIL 2018

	2017/18 Budget \$	APRIL 2018 Actual \$
<b>6. RESERVES (Continued)</b>		
<b>(i) Business Units Reserve</b>		
Opening Balance	81,961	81,962
Amount Set Aside / Transfer to Reserve	20,761	736
Amount Used / Transfer from Reserve	0	0
	<u>102,722</u>	<u>82,698</u>
<b>(j) Morawa Future Funds Interest</b>		
Opening Balance	88,036	88,036
Amount Set Aside / Transfer to Reserve	12,050	38,323
Amount Used / Transfer from Reserve	0	0
	<u>100,086</u>	<u>126,359</u>
<b>(k) Morawa Community Future Funds Reserve</b>		
Opening Balance	2,121,127	2,121,127
Amount Set Aside / Transfer to Reserve	19,703	52,959
Amount Used / Transfer from Reserve	(36,000)	(37,368)
	<u>2,104,830</u>	<u>2,136,719</u>
<b>(l) Refuse Transfer Station Reserve</b>		
Opening Balance	27	27
Amount Set Aside / Transfer to Reserve	0	0
Amount Used / Transfer from Reserve	0	0
	<u>27</u>	<u>27</u>
<b>(m) Aged Care Units Reserve - Units 6-9</b>		
Opening Balance	9,131	9,131
Amount Set Aside / Transfer to Reserve	85	82
Amount Used / Transfer from Reserve	0	0
	<u>9,216</u>	<u>9,213</u>
<b>(n) ST-N/Midlands Solar Thermal Power</b>		
Opening Balance	559,632	558,966
Amount Set Aside / Transfer to Reserve	5,198	5,464
Amount Used / Transfer from Reserve	(550,000)	(564,430)
	<u>14,830</u>	<u>0</u>
<b>(o) ST-Morawa Revitalisation Reserve</b>		
Opening Balance	176,558	176,348
Amount Set Aside / Transfer to Reserve	1,640	1,266
Amount Used / Transfer from Reserve	(178,198)	(140,000)
	<u>0</u>	<u>37,614</u>
<b>(p) Legal Fees Reserve</b>		
Opening Balance	20,177	20,177
Amount Set Aside / Transfer to Reserve	5,187	181
Amount Used / Transfer from Reserve	0	0
	<u>25,364</u>	<u>20,358</u>



# SHIRE OF MORAWA

## NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 30 APRIL 2018

	2017/18 Budget \$	APRIL 2018 Actual \$
<b>6. RESERVES (Continued)</b>		
<b>(q) Road Reserve</b>		
Opening Balance	141,649	141,649
Amount Set Aside / Transfer to Reserve	1,316	1,272
Amount Used / Transfer from Reserve	0	0
	<u>142,965</u>	<u>142,921</u>
<b>(r) Aged Care Units 1-4</b>		
Opening Balance	67,964	67,964
Amount Set Aside / Transfer to Reserve	631	610
Amount Used / Transfer from Reserve	0	0
	<u>68,595</u>	<u>68,574</u>
<b>(s) Aged Care Unit 5</b>		
Opening Balance	54,558	54,558
Amount Set Aside / Transfer to Reserve	507	490
Amount Used / Transfer from Reserve	0	0
	<u>55,065</u>	<u>55,048</u>
<b>(t) Swimming Pool Reserve</b>		
Opening Balance	0	0
Amount Set Aside / Transfer to Reserve	20,000	0
Amount Used / Transfer from Reserve	0	0
	<u>20,000</u>	<u>0</u>
<b>Total Cash Backed Reserves</b>	<b>5,384,596</b>	<b>5,541,272</b>
<b>Summary of Transfers To Cash Backed Reserves</b>		
<b>Transfers to Reserves</b>		
Leave Reserve	7,611	2,524
Sports and Recreation Facilities Reserve	0	0
Plant Reserve	108,411	8,130
Building Reserve	20,929	898
Economic Development Reserve	1,015	981
Community Development Reserve	11,030	21,106
Sewerage Reserve	34,528	1,942
Unspent Grants and Contributions Reserve	8,149	1,438
Business Units Reserve	20,761	736
Morawa Community Future Funds Interest	12,050	38,323
Morawa Community Future Fund Reserve	19,703	52,959
Refuse Transfer Station Reserve	0	0
Aged Care Units Reserve - Units 6-9	85	82
ST-N/Midlands Solar Thermal Power	5,198	5,464
ST-Morawa Revitalisation Reserve	1,640	1,266
Legal Fees Reserve	5,187	181
Road Reserve	1,316	1,272
Aged Care Units 1-4	631	610
Aged Care Unit 5	507	490
Swimming Pool Reserve	20,000	0
	<u>278,751</u>	<u>138,403</u>

# SHIRE OF MORAWA

## NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 30 APRIL 2018

	2017/18 Budget \$	APRIL 2018 Actual \$
<b>6. RESERVES (Continued)</b>		
<b>Transfers from Reserves</b>		
Leave Reserve	(80,000)	0
Sports and Recreation Facilities Reserve	0	0
Plant Reserve	(60,000)	0
Building Reserve	(50,000)	0
Economic Development Reserve	(25,000)	0
Community Development Reserve	(10,000)	0
Sewerage Reserve	(70,000)	0
Unspent Grants and Contributions Reserve	(832,972)	(852,472)
Business Units Reserve	0	0
Morawa Community Future Funds Interest	0	0
Morawa Community Future Fund Reserve	(36,000)	(37,368)
Refuse Transfer Station Reserve	0	0
Aged Care Units Reserve - Units 6-9	0	0
ST-N/Midlands Solar Thermal Power	(550,000)	(564,430)
ST-Morawa Revitalisation Reserve	(178,198)	(140,000)
Legal Fees Reserve	0	0
Road Reserve	0	0
Aged Care Units 1-4	0	0
Aged Care Unit 5	0	0
Swimming Pool Reserve	0	0
	<u>(1,892,170)</u>	<u>(1,594,270)</u>
<b>Total Transfer to/(from) Reserves</b>	<u>(1,613,419)</u>	<u>(1,455,867)</u>

In accordance with council resolutions in relation to each reserve account, the purpose for which the reserves are set aside are as follows:

### Leave Reserve

To be used to fund leave requirements.

### Sportsground Complex Upgrade Reserve

To be used to upgrade the Sporting Complex Facilities.

### Plant Reserve

To be used to upgrade, replace or purchase new plant and equipment.

### Building Reserve

To be used to refurbish, replace, extend or establish Council owned buildings.

### Economic Development Reserve

To be used to create economic development initiatives in the local community.

### Community Development Reserve

To be used for Community Projects within the Shire of Morawa

### Sewerage Reserve

To be used to repair, replace or extend the sewerage facility.

### Unspent Grants and Contributions Reserve

To be used as a quarantine for unspent committed funds.

### Business Units Reserve

To be used to upgrade, refurbish or purchase new Business Units

### Morawa Community Future Funds Interest

To be used for Morawa Community Projects

## SHIRE OF MORAWA

### NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 30 APRIL 2018

#### 6. RESERVES (Continued)

##### **Morawa Community Future Fund Reserve**

To be used to provide an ongoing conduit for benefits to the people and environment of the Morawa Shire through the Sinosteel Midwest Corporation Morawa Future Fund Foundation Memorandum

##### **Refuse Transfer Station Reserve**

To be used for Morawa Landfill closure and Refuse Transfer Station implementation project -

##### **Aged Care Units 6-9 Reserve**

To be used for the maintenance/ construction of Aged Care Units at the Morawa Perenjori Health

##### **ST - N/Midlands Solar Thermal Power**

##### **Reserves**

Super Town funds to be used for the N/Midlands Solar Thermal Power feasibility Study Project

##### **ST-Morawa Revitalisation Reserve**

Super Town funds to be used for the Morawa Town Revitalisation Project

##### **Legal Fees Reserve**

to be utilised for unforeseen Legal Fees

##### **Road Reserve**

to be utilised for future Road Construction and Maintenance

Except for the Unspent Grants and Contributions Reserve, the Reserves are not expected to be used within a set period as further transfers to the reserve accounts are expected as funds are utilised.

##### **Aged Care Units 1-4 Reserve**

To be used for the maintenance/upgrade of Aged Care Units 1-4 at the Morawa Perenjori Health

##### **Aged Care Unit 5 Reserve**

To be used for the maintenance/upgrade Aged Care Unit 5 at the Morawa Perenjori Health

##### **Swimming Pool Reserve**

To be used for the maintenance/upgrade to Morawa Swimming Pool

**SHIRE OF MORAWA**

**NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY**

**FOR THE PERIOD 1 JULY 2017 TO 30 APRIL 2018**

	<b>2016/17 B/Fwd Per 2017/18 Budget \$</b>	<b>2016/17 B/Fwd Per Financial Report \$</b>	<b>2017/18 Actual \$</b>
<b>7. NET CURRENT ASSETS</b>			
<b>Composition of Estimated Net Current Asset Position</b>			
<b>CURRENT ASSETS</b>			
Cash - Unrestricted	48,420	(176,517)	327,262
Cash - Restricted Unspent Grants	0	317,600	0
Cash - Restricted Unspent Loans	0	0	0
Cash - Restricted Reserves	6,998,015	6,997,139	5,541,272
Rates - Current	0	487,406	629,284
Sundry Debtors	542,642	48,351	98,012
GST Receivable	0	76,915	49,392
Accrued Income/Prepayments	0	109,256	46,756
Provision for Doubtful Debts	0	(722)	(722)
Other Current Debtors	0	0	0
Inventories	1,335	1,119	1,119
	<u>7,590,412</u>	<u>7,860,547</u>	<u>6,692,375</u>
<b>LESS: CURRENT LIABILITIES</b>			
Sundry Creditors	(60,497)	(92,665)	0
Income Received in Advance	0	0	(37,103)
GST Payable	0	(44,535)	(1,568)
Payroll Creditors	0	0	0
Accrued Expenditure	0	(1,634)	0
Other Payables	0	(5,953)	(3,363)
Withholding Tax Payable	0	0	0
Payg Payable	0	(43,671)	(50,340)
Accrued Interest on Debentures	0	(3,509)	0
Accrued Salaries and Wages	0	(8,965)	0
Current Employee Benefits Provision	(384,662)	(384,662)	(384,662)
Current Loan Liability	6,938	(70,815)	(23,669)
	<u>(438,221)</u>	<u>(656,409)</u>	<u>(500,705)</u>
<b>NET CURRENT ASSET POSITION</b>	<b>7,152,191</b>	<b>7,204,138</b>	<b>6,191,670</b>
Less: Cash - Reserves - Restricted	(6,998,015)	(6,997,139)	(5,541,272)
Less: Cash - Unspent Grants - Restricted	0	0	0
Less: Land Held for Resale	0	0	713
Add Back : Component of Leave Liability not Required to be Funded	281,138	281,138	283,662
Add Back : Current Loan Liability	(6,938)	70,815	23,669
<b>SURPLUS/(DEFICIENCY) C/FWD</b>	<u><b>428,376</b></u>	<u><b>558,952</b></u>	<u><b>958,442</b></u>

**SHIRE OF MORAWA**

**NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY**

**FOR THE PERIOD 1 JULY 2017 TO 30 APRIL 2018**

**8. RATING INFORMATION**

<b>RATE TYPE</b>	<b>Rate in \$</b>	<b>Number of Properties</b>	<b>Rateable Value \$</b>	<b>2017/18 Rate Revenue \$</b>	<b>2017/18 Interim Rates \$</b>	<b>2017/18 Back Rates \$</b>	<b>2017/18 Total Revenue \$</b>	<b>2017/18 Budget \$</b>
<b>General Rate</b>								
GRV Residential/Commercial	0.07571	268	2,807,436	212,543	(1,450)	0	211,093	214,220
UV Rural	0.02304	202	63,004,000	1,457,564	(814)	0	1,456,750	1,451,801
UV Mining	0.28968	15	472,333	136,826	0	0	136,826	136,826
<b>Sub-Totals</b>		485	66,283,769	1,806,932	(2,264)	0	1,804,669	1,802,847
<b>Minimum Rates</b>	<b>Minimum \$</b>							
GRV Residential/Commercial	290	46	27,078	13,340		0	13,340	13,050
UV Rural	290	6	53,200	1,740	0	0	1,740	1,740
UV Mining	656	11	11,311	7,216	0	0	7,216	7,216
<b>Sub-Totals</b>		63	91,589	22,296	0	0	22,296	22,006
Discounts							1,826,965	(28,000)
<b>Total amount raised from general rates</b>							1,789,269	1,796,853
Ex-Gratia Rates							5,914	5,792
Rates Written Off							(3,331)	(2,000)
Specified Area Rates							0	0
Movement in Excess Rates							(36,284)	0
<b>Total Rates</b>							1,755,568	1,800,645

All land except exempt land in the Shire of Morawa is rated according to its Gross Rental Value (GRV) in townsites or Unimproved Value (UV) in the remainder of the Shire.

The general rates detailed above for the 2017/18 financial year have been determined by Council on the basis of raising the revenue required to meet the deficiency between the total estimated expenditure proposed in the budget and the estimated revenue to be received from all sources other than rates and also bearing considering the extent of any increase in rating over the level adopted in the previous year.

The minimum rates have been determined by Council on the basis that all ratepayers must make a reasonable contribution to the cost of the Local Government services/facilities.

# SHIRE OF MORAWA

## NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 30 APRIL 2018

### 9. TRUST FUNDS

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

Detail	Balance 01-Jul-17 \$	Amounts Received \$	Amounts Paid (\$)	Balance \$
Housing Bonds	2,000	2,108	0	4,108
Dreghorn Unit Bonds	1,164	0	0	1,164
Bonds Hall/Rec Centre Hire	100	800	0	900
Aged Care - Bond Karl Strudwick Number 5	1,266	0	0	1,266
Youth Centre	865	0	0	865
Council Nominations	0	320	0	320
Bill Johnson Unit 1 Bond	0	0	0	0
Haulmore Trailers Land Dep	4,641	0	0	4,641
Social Club Payments	0	0	0	0
Local Drug Action Group	660	0	0	660
BCITF/BRB Training Levy	1,818	1,355	(2,273)	900
Daphne Little - Excess Rent	1,704	0	0	1,704
Morawa Oval Function Centre	1,763	500	0	2,263
	15,981	5,083	(2,273)	18,791

**SHIRE OF MORAWA**

**NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY**

**FOR THE PERIOD 1 JULY 2017 TO 30 APRIL 2018**

**10. OPERATING STATEMENT**

	<b>APRIL 2018 Actual \$</b>	<b>2017/18 Budget \$</b>	<b>2016/17 Actual \$</b>
<b>OPERATING REVENUES</b>			
Governance	18,752	20,010	40
General Purpose Funding	2,441,605	2,693,995	4,202,543
Law, Order, Public Safety	29,220	26,230	396,038
Health	3,352	5,350	3,328
Education and Welfare	14,002	133,899	33,333
Housing	83,319	147,761	661,358
Community Amenities	436,791	554,091	439,329
Recreation and Culture	51,389	69,214	329,087
Transport	1,070,234	1,092,694	4,971,279
Economic Services	100,226	223,319	156,934
Other Property and Services	195,957	139,184	231,249
<b>TOTAL OPERATING REVENUE</b>	<b>4,444,847</b>	<b>5,105,747</b>	<b>11,424,518</b>
<b>OPERATING EXPENSES</b>			
Governance	383,260	491,640	449,851
General Purpose Funding	158,833	174,282	196,911
Law, Order, Public Safety	87,800	84,223	146,986
Health	188,263	210,604	155,117
Education and Welfare	84,666	800,015	176,028
Housing	261,479	313,270	152,845
Community Amenities	480,371	741,202	585,147
Recreation & Culture	1,164,689	1,136,614	1,164,884
Transport	2,101,267	1,598,634	5,175,238
Economic Services	1,023,939	794,594	415,210
Other Property and Services	51,128	36,296	62,476
<b>TOTAL OPERATING EXPENSE</b>	<b>5,985,695</b>	<b>6,381,374</b>	<b>8,680,694</b>
<b>CHANGE IN NET ASSETS RESULTING FROM OPERATIONS</b>	<b><u>(1,540,848)</u></b>	<b><u>(1,275,627)</u></b>	<b><u>2,743,824</u></b>

# SHIRE OF MORAWA

## NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 30 APRIL 2018

### 11. BALANCE SHEET

	APRIL 2018 Actual \$	2016/17 Actual \$
<b>CURRENT ASSETS</b>		
Cash Assets	5,868,534	7,138,222
Receivables	822,722	721,205
Inventories	1,119	1,119
<b>TOTAL CURRENT ASSETS</b>	<b>6,692,375</b>	<b>7,860,546</b>
<b>NON-CURRENT ASSETS</b>		
Receivables	16,559	16,559
Inventories	0	0
Property, Plant and Equipment	22,546,633	23,105,106
Infrastructure	44,101,090	44,071,710
<b>TOTAL NON-CURRENT ASSETS</b>	<b>66,664,282</b>	<b>67,193,375</b>
<b>TOTAL ASSETS</b>	<b>73,356,657</b>	<b>75,053,921</b>
<b>CURRENT LIABILITIES</b>		
Payables	92,374	200,933
Interest-bearing Liabilities	23,669	70,815
Provisions	384,662	384,662
Trust Imbalance	(713)	239,867
<b>TOTAL CURRENT LIABILITIES</b>	<b>499,992</b>	<b>656,410</b>
<b>NON-CURRENT LIABILITIES</b>		
Interest-bearing Liabilities	381,781	381,782
Provisions	26,386	26,386
<b>TOTAL NON-CURRENT LIABILITIES</b>	<b>408,167</b>	<b>408,168</b>
<b>TOTAL LIABILITIES</b>	<b>908,159</b>	<b>1,064,578</b>
<b>NET ASSETS</b>	<b>72,448,498</b>	<b>73,989,343</b>
<b>EQUITY</b>		
Retained Surplus	34,252,238	34,337,220
Reserves - Cash Backed	5,541,272	6,997,139
Reserves - Asset Revaluation	32,654,987	32,654,987
<b>TOTAL EQUITY</b>	<b>72,448,497</b>	<b>73,989,346</b>



SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 30 APRIL 2018

12. FINANCIAL RATIO

	2017/18 YTD	2016/17	2015/16	2014/15
Current Ratio	5.320	2.210	3.530	3.550
The above rates are calculated as follows:				
Current Ratio equals	<div>Current assets minus restricted current assets</div> <div>Current liabilities minus liabilities associated</div> <div>with restricted assets</div>			

**SHIRE OF MORAWA**  
**FOR THE PERIOD 1 JULY 2017 TO 30 APRIL 2018**  
**Report on Significant variances Greater than 10% and \$10,000**

**Purpose**

The purpose of the Monthly Variance Report is to highlight circumstances where there is a major variance from the YTD Monthly Budget and YTD Actual figures. These variances can occur because of a change in timing of the activity, circumstances change (eg a grants were budgeted for but was not received) or changes to the original budget projections. The Report is designed to highlight these issues and explain the reason for the variance.

**The Materiality variances adopted by Council are:**

Actual Variance to YTD Budget up to 5%:	Don't Report
Actual Variance exceeding 10% of YTD Budget	Use Management Discretion
Actual Variance exceeding 10% of YTD Budget and a value greater than \$10,000:	Must Report

**REPORTABLE OPERATING REVENUE VARIATIONS**

***Education and Welfare - Variance below budget expectations***

Youth Centre income decreased due to changes to operations of the Youth Centre -  
Timing on grant income

***Housing - Variance above budget expectations***

Full occupancy in Dreghorn Street Units - income higher than budget expectations

***Community Amenities - Variance below budget expectations.***

Community Bus upgrade not going ahead as per budget review - income below budget expectations

***Recreation & Culture - Variance above budget expectations.***

Invoice to Karara Mining for Arts Show contribution created 17/18 year - Art Show 18/19 Financial Year

***Economic Services - Variance below budget expectations.***

Overall Caravan Park and Units income low due to slow season, Business units vacancy's no income - below budget expectations

***Other Property & Services - Variance above budget expectations.***

TAFE training offset with expenses, use of our equipment - above budget expectations

**REPORTABLE OPERATING EXPENSE VARIATIONS**

**Note:** Depreciation is not raised until after the audit is completed.  
This affects variations across all programs

***General Purpose Funding - Variance above budget expectations***

GRV Revaluations completed (5 yearly) - timing in budget

***Law, Order and Public Safety - Variance above budget expectations.***

Changes to SES to DFES timing

***Education and Welfare - Variance below budget expectations***

Industry Training centre yet to commence - not likely to commence

***Housing - Variance above budget expectations.***

Yewers Ave house substantial repairs when tenant vacated above budget expectations

***Community Amenities - Variance below budget expectations.***

Tip maintenance costs and Public Toilet Amenities expenses under budget expectations

***Recreation and Culture - Variance above budget expectations.***

Relief Swimming Pool Manger non budgeted item

***Transport - Variance above budget expectations.***

DOT licensing expenses high - offset by income. Aerodrome expenses higher than budget expectations

***Economic Services - Variance above budget expectations***

Solar Thermal Grant 550k sent back to deparmtent unspent

**SHIRE OF MORAWA**  
**FOR THE PERIOD 1 JULY 2017 TO 30 APRIL 2018**  
**Report on Significant variances Greater than 10% and \$10,000**

**REPORTABLE NON-CASH VARIATIONS**

*(Profit)/Loss on Asset Disposals - Variance above budget expectations.*

**REPORTABLE CAPITAL EXPENSE VARIATIONS**

***Purchase of Land & Buildings - Variance below budget expectations.***

Industrial Land Development not proceeded as yet - timing  
New tip site not purchase and will not proceed this financial year

***Purchase of Plant & Equipment - Variance below budget expectations.***

Community Bus upgrade not proceeding this financial year  
Generator for Admin Building yet to be purchased

***Purchase of Furniture and Equipment - Variance below budget expectations.***

Blow up play station for Swimming Pool not proceeding - was reliant on grant income

***Purchase of Infrastructure Assets Roads - Variance below budget expectations.***

Capital Road Works for roads under budget - timing

***Purchase Infrastructure Assets - Other- Variance above budget expectations.***

Timing Variance on Road Construction  
Morawa Gateway Project awaiting grants  
Morawa Perenjori Trails Project awaiting grants

***Transfer to Reserves - Variance below budget expectations.***

Transfers to Reserves - timing

**REPORTABLE CAPITAL INCOME VARIATIONS**

***Proceeds from Disposal of Assets - Variance within budget expectations.***

***Transfer from Reserves - Variance below budget expectations.***

Transfers to Municipal Fund - timing on completion of projects

<i>Item No/ Subject:</i>	<b>7.2.2.4 Review of Fees and Charges for 2018/2019</b>
<i>Date of Meeting:</i>	<b>17 May 2018</b>
<i>Date &amp; Author:</i>	<b>3 May 2018 Jenny Goodbourn</b>
<i>Responsible Officer:</i>	<b>Jenny Goodbourn – Executive Manager Corporate &amp; Community Services</b>
<i>Applicant/Proponent:</i>	<b>Executive Manger Corporate &amp; Community Services</b>
<i>File Number:</i>	<b>FM.BUD.1</b>
<i>Previous minute/s &amp; Reference:</i>	

### **SUMMARY**

As part of the budget preparation process Council needs to review the fees and charges which it wishes to set for the coming financial year.

### **DECLARATION OF INTEREST**

Nil

### **ATTACHMENTS**

Attachment 1 – 7.2.2.5a Draft Schedule of Fees & Charges 2018/2019

Attachment 2 – 7.2.2.5b Draft Schedule of Cemetery Fees 2018/2019

### **BACKGROUND INFORMATION**

A review of the fees and charges to be imposed is carried out annually as part of the budget process.

### **OFFICER’S COMMENT**

The 2018/2019 schedule of fees and charges has been formulated using the 2017/2018 year as a basis. It is proposed that most of the fees are not altered and remain the same as last year. Those items that are recommended to be altered have been highlighted in allow Council to easily identify them. The schedules have been reviewed by the relevant officers for their input into any alterations of additions.

### **COMMUNITY CONSULTATION**

Nil

## **COUNCILLOR CONSULTATION**

Nil

## **STATUTORY ENVIRONMENT**

Sections 6.16 and 6.17 of the Local Government Act 1995 (*imposition of fees and charges*).

Clauses 24 & 25 of the Local Government (Financial Management) Regulations 1996 (*Service charges & fees and charges*).

## **POLICY IMPLICATIONS**

Nil

## **FINANCIAL IMPLICATIONS**

Setting of fees and charges is an integral part of the budget preparation process.

## **STRATEGIC IMPLICATIONS**

Strategic Community Plan

4.6 Planned, affordable and effective service delivery and infrastructure.

## **RISK MANAGEMENT**

Nil

## **VOTING REQUIREMENTS**

Simple Majority

## **OFFICER'S RECOMMENDATION**

That Council resolves to adopt the Schedules of Fees and Charges 2018/2019.

## **COUNCIL RESOLUTION**

180510

Moved: Cr Stokes

Seconded: Cr Coaker

That Council resolves to adopt the Schedules of Fees and Charges 2018/2019.

**CARRIED 6/0**

SCHEDULE OF FEES & CHARGES						
2018/2019 BUDGET						
GL	All Fee Prices are quoted as <b>INCLUSIVE</b> of GST			GST (Y/N)	2017-2018	2018-2019
			Indicates change from previous year			
	<b>SCH 3 GENERAL PURPOSE FUNDING</b>					
	<b>RATES:</b>					
03137.156	Rates Enquiry			n	\$ 38.00	\$ 38.00
	Orders and Requisitions			n	\$ 108.00	\$ 108.00
	<b>SCH 4 GOVERNANCE</b>					
04230.156	<b>PHOTOCOPYING:</b>					
	Per page Mono A4			y	0.60	0.60
	Per page Mono A3			y	0.70	0.70
	Per double-sided Mono A4			y	0.70	0.70
	Per double-sided Mono A3			y	1.40	1.40
	Per page Colour A4			y	1.20	1.20
	Per page Colour A3			y	1.70	1.70
	Per doublesided Colour A4			y	1.70	1.70
	Per doublesided Colour A3			y	3.30	3.30
	If supply own paper or over 1000 copies					
	Price reduction of 50% applies					
04230.156	<b>FACSIMILE:</b>					
	Per page sent local			y	1.50	1.50
	Per page sent elsewhere			y	2.50	2.50
	Per page received			y	0.80	0.80
	<b>GENERAL:</b>					
04230.156	Sale of yearly meeting minutes			y	60.00	60.00
04230.156	Sale of individual meeting minutes/agenda - (hard copy only - email copy free)			y	12.00	12.00
14640.121	Secretarial work (per hour)			y	65.00	65.00
04131.156	Hire of Council Chambers (per day)			y	275.00	275.00
04131.156	Equipment Fee - Electronic White Board (per day)			y	27.50	27.50
	<b>\$250 BOND on PA System and Portable Projector</b>					
04131.156	Equipment Fee - Public Address System (per day)			y	27.50	27.50
04131.156	Equipment Fee - Power Point Projector & Screen (per day)			y	27.50	27.50
04230.156	<b>MORAWA SCENE:</b>					
	Hard copy edition			y	1.00	0.00
	Full page advertisement			y	0.00	0.00
	Half page advertisement			y	0.00	0.00
	Quarter page advertisement			y	0.00	0.00
	<b>SCH 5 LAW, ORDER &amp; PUBLIC SAFETY</b>					
	<b>POUND FEES:</b>					
05220.156	Impounding of Dog	TO BE IN LINE WITH SURROUNDING SHIRES		n	100.00	100.00
05222.156	Daily Maintenance Fee			y	20.00	20.00
	Authorised Destruction of Dog			y	50.00	50.00
	Dog at Large				100.00	100.00
	Kennel Registration Fee			n	220.00	220.00
05221.156	<b>DOG REGISTRATION FEES:</b>	As per regulations		n		
	<b>CAT /REGISTRATION FEES:</b>	As per regulations		n		
	<b>SCH 7 HEALTH</b>					
	Doctor's Surgery Rent	As Per Agreement		y		
07430.151	Food Vendor's Licence			n	100.00	100.00
	Abattoir Supervision					
07330.156	Meat inspectionservices each visit			y	70.00	70.00
	Fees and charges in accordance with various regulations made under the Health Act 1911					
	<b>SCH 8 EDUCATION AND WELFARE</b>					
08302.156	Childcare Centre Rental	As Per Agreement		y		
	<b>SCH 9 HOUSING</b>					
	<b>STAFF HOUSING RENTAL:</b>	As per Employment agreements		T		
	<b>OTHER HOUSING RENTAL:</b>					
09234.150	Doctor's Residence (Waddilove Road)	As per Agreement		n		
09230.150	Single Quarters (3 units)	As per Agreement		n		
09233.150	78 Yewers Avenue	As per Agreement		n		
09232.150	Lot 345 Grove Street (GEHA)	As per Agreement		n		

SCHEDULE OF FEES & CHARGES						
2018/2019 BUDGET						
GL	All Fee Prices are quoted as <b>INCLUSIVE</b> of GST			GST (Y/N)	2017-2018	2018-2019
			Indicates change from previous year			
	<b>SCH 10 COMMUNITY AMENITIES</b>					
	<b>AIR PORT FEE</b>					
12632.156	Airport landing and departure fee per passenger of Commercial operations			y		
	General Aviation between 1001kg -5000kg			y		
	General Aviation greater than 5000kg			y		
	<b>RUBBISH REMOVAL CHARGES:</b>					
						1.9% increase - CPI
10130.157	240 Litre Bin - Residential Service		Per annum	n	\$ 380.00	\$ 387.00
10231.157	240 Litre Bin - Commercial Service		Per annum	n	\$ 760.00	\$ 774.00
	<b>SALE OF BINS:</b>					
10131.156	240L Green Bin			y	100.00	100.00
10233.156	<b>TRANSFER STATION FEES</b>					
	General Unsorted - Residential			y	40.00	40.00
	General Unsorted - Commercial				50.00	50.00
	General Refuse Sorted - Residential		4 free tickets	y	20.00	20.00
	General Refuse Sorted - Commercial			y	25.00	25.00
	Separated recyclables				Free	Free
	Clean fill				Free	Free
	Scrap metal				Free	Free
	Car Tyres without rims (each)				3.60	3.60
	4x4 Tyres without rims (each)				4.80	4.80
	Truck Tyres without rims (each)				12.00	12.00
	4x4 & Car Tyres with rims (each)				12.00	12.00
	Truck Tyres with rims (each)				33.00	33.00
	Asbestos (per cubic meter)				72.00	72.00
	Asbestos - Minimum Charge				72.00	72.00
	Freezers, Fridges, Air conditioners -Residential		each		10.00	10.00
	Freezers, Fridges, Air conditioners -Commercial		each		15.00	15.00
	Used Oil (per litre)				0.30	0.30
	Oil Filters (each)				1.00	1.00
	Uncontaminated green waste ie NO WEEDS				Free	Free
	Uncontaminated concrete/bricks				Free	Free
	Problematic wastes #		per cubic meter		72.00	72.00
10233.157	Emergency opening fee		per hour		72.00	72.00
	# Problematic Waste includes waste that requires additional handling - ie animal carcasses, construction waste that requires further processing etc.					
	All fridges, freezers and white goods will be chargeable regardless of its gassed state					
10735.156	<b>COMMUNITY BUS HIRE:</b>					
	<b>\$300 BOND ON HIRE OF COMMUNITY BUS</b>					
	Hire of Community Bus - Community Hire (per day) Plus required to refill full tank			y	75.00	75.00
	Hire of Community Bus - Commercial Hire (per day) Plus required to refill full tank			y	150.00	150.00
	<b>SEWERAGE CHARGES:</b>					
	<b>Non Rateable Properties Connected to the Sewer (set per Water Corp Service Charge)</b>					
	<b>Class 1 Properties:</b> Institutional, Recreational, Educational, Religious or public amenity type properties.					
			First Major Fixture Charge	n	779.80	940.00
			Each Additional Major Fixture	n	485.00	405.00
	<b>Class 2 Properties:</b> Properties owned and operated by CBH for storage and handling of grain & State					
	Headworks charge					
			Per Connection	n	1,155.00	1,155.00
10331.156	Mining Camp WC(Pan Charge):		For Each Major Fixture	n	692.00	692.00
10337.156	<b>Septic Tank Fees:</b>		As determined by regulation yearly	n	236.00	284.00
	<b>CEMETERY FEES:</b>					
	Per Local Law Relating (See separate Schedule of Fees - Cemetery)					
	<b>SCH 11 RECREATION &amp; CULTURE</b>					
	<b>A key deposit of \$10.00 applies to all keys issued.</b>				15.00	15.00
	Hair dressing Salon				\$32/Day	\$32/Day

SCHEDULE OF FEES & CHARGES						
2018/2019 BUDGET						
GL	All Fee Prices are quoted as <b>INCLUSIVE</b> of GST			GST (Y/N)	2017-2018	2018-2019
			Indicates change from previous year			
<b>11130.153</b>	<b>GENERAL HALL HIRE:</b>					
<b>11372</b>	<b>\$500 bond required and returned on inspection/linen cleaned</b>					
	Main Hall			y	100.00	100.00
	Lesser Hall			y	100.00	100.00
	Kitchen			y		
	Gutha Hall			y	80.00	80.00
11131.156	Liquor Surcharge			n	50.00	50.00
<b>11130.153</b>	<b>CHARITABLE/COMMUNITY FUNCTIONS:</b>					
	Main Hall			y	0.00	0.00
	Lesser Hall			y	0.00	0.00
	Kitchen			y	0.00	0.00
11130.156	Linen Hire tablecloths/chaircovers	Linen to be returned laundered by hirer				
	Table clothes	one table cloth			\$4.00	\$4.00
	Chair covers	one chair cover			\$1.00	\$1.00
11130.156	Crockery Hire	\$2 per dozen items per hire		y	\$2.00	\$2.00
11130.156	Trestle Hire	\$5 per trestle		y	\$5.00	\$5.00
11130.156	Chair Hire	\$6 per dozen		y	\$6.00	\$6.00
<b>11231.153</b>	<b>POOL ADMISSION:</b>					
	<b>SEASON TICKETS:</b>					
	Family			y	\$ 164.00	\$ 164.00
	Adults			y	\$ 88.00	\$ 88.00
	Pensioners/Children			y	\$ 62.00	\$ 62.00
	Price reduction of 50% applies to season tickets after 31 January 2019					
	<b>GATE PRICES:</b>					
	Adult			y	\$ 4.50	\$ 4.50
	Child			y	\$ 3.00	\$ 3.00
	Pensioner			y	\$ 2.00	\$ 2.00
	Spectator Fee			y	\$ 2.00	\$ 2.00
	<b>SWIMMING CLUB LEVY</b>			y	\$ 582.00	\$ 582.00
	<b>SCHOOL FACILITY LEVY</b>			y	\$ 5,186.00	\$ 5,186.00
	<b>AGRICULTURAL COLLEGE BULK FEE CHARGE</b>			y	\$ 2,622.00	\$ 2,622.00
<b>11330.153</b>	<b>INDOOR COMPLEX HIRE:</b>					
	<b>\$250 BOND ON TENNIS MEETING ROOM</b>					
	Badminton Court Hire	per use		y	\$20.00	\$20.00
	Indoor Basketball Court Hire	per use		y	\$20.00	\$20.00
	Squash Court Hire	per use		y	N/A	N/A
	Meeting Room & Kitchen Hire	per use		y	\$50.00	\$50.00
	Tennis Court Hire (Non Club Mem)	per use		y	\$10.00	\$10.00
<b>11331.153</b>	<b>GREATER SPORTS GROUND FACILITY HIRE</b>					
	Function Room and Kitchen	per hire		y	\$300.00	\$300.00
<b>11372</b>	<b>\$500 bond required and returned on inspection</b>				\$500.00	\$500.00
	<b>INDOOR SPORTS COMPLEX LEVIES:</b>					
	Badminton Club		1.9% CPI Increase	y	\$ 594.00	\$ 605.00
	Squash Club				\$ 594.00	\$ 605.00
	Basketball Club			y	N/A	N/A
	Tennis Club			y	\$ 594.00	\$ 605.00
	<b>OVAL LEVIES:</b>					
	Cricket Club		1.9% CPI Increase	y	\$ 622.00	\$ 634.00
	Football Club			y	\$ 2,570.00	\$ 2,619.00
	Hockey Club			y	\$ 622.00	\$ 634.00
	Netball Club			y	\$ 622.00	\$ 634.00
	<b>SCH 13 ECONOMIC SERVICES</b>					
	<b>CARAVAN PARK FEES:</b>					
13231.153	Canna			y	\$176.00	\$176.00
13232.153	Koolanooka			y	\$176.00	\$176.00
13234.153	Powered Sites		Daily	y	\$26.00	\$26.00
13235.153	Unpowered Sites		Daily	y	\$21.00	\$21.00
13236.156	Use of Ablutions/Shower			y	\$6.00	\$6.00
13236.156	Washing Machines			y	\$2.00	\$2.00
13342	Morawa unit		Twin share	y	\$ 110.00	\$ 110.00
13343	Gutha unit		Twin share	y	\$ 110.00	\$ 110.00
13344	Merkanoooka unit		Twin share	y	\$ 110.00	\$ 110.00
13345	Pintharuka unit		Twin share	y	\$ 110.00	\$ 110.00



SCHEDULE OF FEES & CHARGES								
2018/2019 BUDGET								
GL	All Fee Prices are quoted as <b>INCLUSIVE</b> of GST				GST (Y/N)	2017-2018	2018-2019	
				Indicates change from previous year				
	<b>AGE CARE UNITS</b>							
	Units 1 and 2	Asset Based	Jventure	Determined by community housing formula				
	Units 3 and 4	Asset Based	Jventure	Determined by community housing formula				
	Unit 5	Asset Based/Non	Private	By agreement				
	Unit 6-9	Non Asset Based	SOM			\$250.00	\$250.00	
	<b>EXTRACTIVE INDUSTRIES:</b>							
	Initial License Application				n	\$1,600.00	\$1,600.00	
	Renewable Annual Fee (<Hectare)				n	\$1,030.00	\$1,030.00	
	Renewable Annual Fee (>Hectare)				n	\$1,600.00	\$1,600.00	
	<b>TOWN PLANNING</b>							
	The Town Planning (Local Government Planning Fees) Regulations 2000 apply				n			
	<b>BUILDING FEES</b>				n			
	The Building Act 2011 applies							
	<b>GENERAL:</b>							
13230.156	Sale of Maps		A1/A3		y	\$10/\$5	\$10/\$5	
13630.156	Sale of Water		per kl		n	\$6.80	\$6.80	
	<b>SCH 14 OTHER PROPERTY &amp; SERVICES</b>							
<b>14130.156</b>	<b>PLANT HIRE RATES (HOURLY):</b>							
	Grader/Free Roller				y	\$180.00	\$180.00	
	938G Front End Loader				y	\$195.00	\$195.00	
	Street Sweeper				y	\$175.00	\$175.00	
	Water Truck 25,000 litre				y	\$160.00	\$160.00	
	Backhoe/Loader				y	\$155.00	\$155.00	
	Truck - Tandem Axle Tipper				y	\$155.00	\$155.00	
	Truck - Tandem Axle Tipper with Trailer				y	\$175.00	\$175.00	
	Truck - Tandem Axle Tipper with Low Loader and Dolly				y	\$180.00	\$180.00	
	Multi Tyred Roller				y	\$140.00	\$140.00	
	Eamman Roller				y	\$140.00	\$140.00	
	Tractor				y	\$120.00	\$120.00	
	Tractor with Road Broom				y	\$140.00	\$140.00	
	Tractor with Implement (Slasher, Post Hole Digger, etc)				y	\$140.00	\$140.00	
	Compressor				y	\$125.00	\$125.00	
	Skid Steer				y	\$140.00	\$140.00	
	The above hourly rates will incur a 50% surcharge for non-standard and after hours hire.							
	All other items are only to be hired out at the discretion of the CEO and/or the Works Supervisor.							
<b>14430.156</b>	<b>MATERIALS SALES (per cubic metre) - Pick up from Shire Depot</b>							
	Yellow Sand			as recommended by PWS	y	60.00	60.00	
	Gravel				y	21.00	21.00	
	Loam				y	21.00	21.00	
	White Sand (At the Depot)				y	60.00	60.00	
	Blue Metal 7mm				y	53.00	53.00	
	Blue Metal 10mm				y	68.00	68.00	
	Cracker Dust				y	42.00	42.00	
					y			
					y			
<b>14430.156</b>	<b>MATERIALS SALES (per cubic metre) - Delivered in Town</b>				y			
	Yellow Sand			as recommended by PWS	y	80.00	80.00	
	Gravel				y	42.00	42.00	
	Loam				y	42.00	42.00	
	White Sand (Delivered in Town)				y	80.00	80.00	
	Blue Metal 7mm				y	72.00	72.00	
	Blue Metal 10mm				y	87.00	87.00	
	Cracker Dust				y	62.00	62.00	
	<b>For deliveries to places other than in town, the materials priced as at the depot plus private works rates for delivery.</b>							

*Cemeteries Act 1986***MORAWA PUBLIC CEMETERY****SCALE OF FEES AND CHARGES (GST Inclusive)**

On application for 'Form of Grant of Right of Burial' for -

A	Land 2.4m x 1.2m where directed by Board	\$70
	Land 2.4m x 2.4m where directed by Board	\$110
	Land 2.4m x 3.6m where directed by Board	\$140
	Land 2.4m x 1.2m selected by Applicant	\$140
	Land 2.4m x 2.4m selected by Applicant	\$170
	Land 2.4m x 3.6m selected by Applicant	\$200

B Sinking Fee - On application for a 'Form of Order for Burial' for -

Ordinary Grave for an adult	\$440
Grave for any child under seven years of age	\$270
Grave for any still born child	\$180

If graves are required to be sunk deeper than 1.8m the following charges shall be payable -

First additional 0.3 metres	\$50
Second additional 0.3 metres	\$70
Third additional 0.3 metres	\$90
And so on in proportion for each additional 0.3 metres	

Re-opening fees: Re-opening an ordinary grave for each interment or exhumation -

A	Ordinary grave for an adult	\$360
	Of a child under seven years of age	\$220
	Of a still born child	\$160
	Where removal of kerbing, tiles, grass etc is necessary	
	According to time required - per man hour at	\$70
	Any brick grave	\$140
	Any vault, according to work required from	\$140

Extra Charges for -

A	Interment without 24 hours due notice	\$330
B	Interment not in usual hours 8:30am - 4:30pm	
	Monday to Friday	\$330
	Saturday, Sunday & Public Holidays	\$440
C	Exhumations	\$330

Miscellaneous Charges -

Permission to erect a headstone and for kerbing	\$60
Permission to erect a monument	\$90
Permission to erect a name plate	\$40
Registration of Transfer of Form of Grant of Right of Burial	\$40
Copy of Grant of Burial	\$30
Grave Number Plate	\$60
Undertakers Annual Licence	\$70
Making a Search of the Register	\$20
Copy of Local Laws	\$20

Niche Wall Interment Fees -

Single Compartment	\$110
Double Compartment	\$170

Standard Niche Wall Plaque Fees

Single Plaque	\$220
Double Plaque	\$440
Second Inscription on Plaque	\$140

<i>Item No/ Subject:</i>	<b>7.2.3.1 Extension of Lease – Ausco Camp</b>
<i>Date of Meeting:</i>	<b>17 May 2018</b>
<i>Date &amp; Author:</i>	<b>23 March 2018 – Gordon Houston, Samantha Appleton</b>
<i>Responsible Officer:</i>	<b>Samantha Appleton – Executive Manager Development and Administration</b>
<i>Applicant/Proponent:</i>	<b>Peter Hodgkinson – Ausco Modular</b>
<i>File Number:</i>	<b>CP.LSO.2</b>
<i>Previous minute/s &amp; Reference:</i>	<b>16 April 2015 Ordinary Council Meeting September 2015 Ordinary Council Meeting</b>

## **SUMMARY**

The purpose of this report is for Council to consider an extension of the commercial arrangement with Ausco Modular Pty Ltd from 1 July 2018 to 30 June 2021.

Confirmed minutes from September 2015 approved a three year extension to 30 June 2018.

The option to extend for one more, three year extension with final expiry in needs to be approved.

## **DECLARATION OF INTEREST**

Nil

## **ATTACHMENTS**

Attachment 1 - 7.2.3.1a Letter Requesting Lease Extension  
Attachment 2 - 7.2.3.1b Copy of 2015 Lease Extension Deed  
Attachment 3 – 7.2.3.1c Original 2012 Lease Agreement

## **BACKGROUND INFORMATION**

Two construction camps were constructed by Brookfield Rail in July 2011 in Morawa and Canna to assist with redevelopment works associated with a major railway line upgrade between Perenjori and Geraldton. Both camps were envisaged to remain operational for an estimated period of at least 12 months. Brookfield Rail completed the Morawa section on the rail upgrade and have vacated the camp and handed the above ground asset to Ausco Modular Pty Ltd.

Ausco has since established a lease agreement with the Shire of Morawa to continue operating the camp for extended periods.

The camp has been unoccupied for around four years and is currently disconnected from power and water. A letter of breach has been issued to remedy these and other minor anomalies.

## **OFFICER'S COMMENT**

### **Deed of Extension of Lease**

A review of the existing *Deed of Extension of Lease* for the camp has identified the following points, which it is believed may be of particular relevance to the ensuing Lease renewal negotiations:

1. The current lease "Further Term" was for the period 1 July 2015 to 30 June 2018.
2. The current *Deed of Extension of Lease* references the 21 December 2012 lease document which contains the overarching provisions applicable to the current lease arrangements.
3. Currently, the Shire attracts a monthly rent (the "base rent") from the camp of \$100 ex GST which, for the term of the current lease extension, will have realised income of approximately \$3,600.
4. The lease arrangements are premised on the occupancy of the camp with an "Occupancy Rate" of \$3.745 applicable for each occupied room per night.
5. The Lessee was required to have paid the Shire (the Lessor's) "reasonable costs" for the preparation and completion of the current Deed.

### **Current Lease**

In addition, the table on the following page highlights particular issues identified during a review of the 2012 Lease document.

It is noted that this document is a revamp of the original lease created at the time of construction of the camp. It appears to reflect (and incorporate) most of the original intention of the first agreement. However it is noted that some of the numbering is ambiguous (or wrong) and in the opinion of this author, the 2012 version does not iterate sufficiently that the underground services and above ground fencing, footpaths and tie-downs are the property of the Shire and are to be left in a serviceable state or condition when the buildings and their fixtures are removed.

It also appears to be silent on a formal process to remedy any breaches of the Lease.

CLAUSE – RELEVANT PART	DESCRIPTION	ISSUE/OBSERVATION
<b>INTRODUCTION – E</b>	The Lessee has agreed to remove the Accommodation and Ancillary Facilities (and their fixtures and fittings) and re-instate the Land to pre-Camp condition.	This does not include the underground services or above ground fencing, footpaths and tie-downs
<b>6 – Holding Over After Expiry of Lease</b>	After the Lease term expiry, the Lessee is able to continue occupation of the land with the Lessor's consent on a monthly tenancy basis (paying the existing prescribed rent) in accordance with the current Lease terms with both parties able to terminate the arrangement on one month's written notice expiring at any time.	The Lessor can only continue to enjoy extended occupancy with the Shire's approval and there is a written notice period of only one month required within this arrangement.
<b>7 – Option for Renewal</b>	<p>Under <b>7(4) Conditions for exercise of option</b>, the Lessor can only accept an offer of extension and exercise that option if there are no existing breaches of lease covenants at that time and/or at the expiry of the Lease.</p> <p>Under <b>7(5)(a)(i) Conditions of Renewal</b>, the current market value rent is to be determined by the Lessor and that figure is to be provided by written notice to the Lessee. The date prescribed in the Reference Schedule is 1 July 2018 (for a Market Review on the Base Rent and CPI Review of the Occupancy Rate). The Lessor is only able to serve its formal notice of intention to review the rent within three months of the prescribed date.</p>	<p>There are current breaches – no fire services, no water or power, underground services have been removed or damaged etc</p> <p>Review should be done of current market value rent. Property has been vacant for at least the last Lease period and the only income derived has been \$3600 from the base rent. Review should be conducted now and Base Rent determined and written advice provided to the Lessee of new rate.</p>
<b>11 – Rent Review</b>	This section addresses the rent review and assessment requirements (timing, notification etc) and particularly, <b>11(7)</b> prescribes how the "best" current market rent should be determined. Current market rent is the best annual rent that can reasonably be obtained for the Land and the Short Term Accommodation facilities erected by the Lessee on the Land.	Market rent should be determined and applied. Note that there is currently no incentive for Lessee to populate camp or remove the buildings – current industry storage rate for transportable

	<p>This evaluation includes the basis that the premises are available for leasing with vacant possession for a term equal to the whole term (and any available renewal option) and has regard to the rental values of comparable premises.</p> <p>If the Lessee accepts the Lessor's Base Rent rate, it will be adopted as the Rate. However (and while the numbering appears ambiguous in the Lease document), <b>6-Determination</b> prescribes a process of joint appointment of a nominee to consider applications from both parties with regards their independent current market rent submissions.</p> <p>Under <b>22(4) Fire Control</b>, the Lessee is to have maintain adequate water supply and hoses, pumps and other usual and suitable devices and control measures for dealing with fires and also maintain firefighting equipment on the Land ready for use for the fighting of bushfires.</p> <p>Under <b>22(5)</b>, the Accommodation and Ancillary Facilities are to be maintained to the standard of the local health authority.</p>	<p>buildings of these size is \$35/week per building, which for this facility would equate to around \$1600 per week or \$82,000 per annum, plus the removal, make good and transportation costs.</p>
<b>22 – Lessee's Obligations Regarding Use of Land</b>		In breach
		In breach
<b>25 - Lessee's Repair Obligations</b>	<p><b>25(1)</b> requires the Lessee to maintain the Land in good condition and at the expiry of the Lease, to yield up the Land and any improvements on the Land to the Lessor in good repair.</p> <p>Amongst other requirements, <b>25(3)</b> specifies repair obligations relating to maintenance of all electrical services and wiring in good repair, maintenance and repair of the plumbing and repair damage or breakage generally to the above ground and below ground infrastructure, services and facilities.</p> <p><b>25(3)(a)</b> also requires the Lessee to repair or replace all broken, cracked or damaged glass</p>	<p>In breach</p> <p>In breach</p> <p>In breach</p> <p>In breach</p> <p>In breach</p>

<p><b>REFERENCE SCHEDULE</b></p>	<p><b>Item 5</b> describes the Lessor's Fixtures, namely the Above and Below Ground Infrastructure, which in the definitions are described as follows:  Above Ground Infrastructure – all of the above ground infrastructure including but not limited to fencing, footpaths and tie-downs; and  Below Ground Infrastructure – all of the below ground infrastructure including but not limited to communication and telephone service systems, power service systems, sewer systems, potable water systems and fire water systems.</p>	<p>This is the reference to what will be left behind should the Lessor quit the site. This "infrastructure" provides the opportunity for the Shire to offer the site to the market for commercial use (and subsequent income) versus its current status of vacant and negligible income and benefit to the town.</p>
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## **OPTIONS**

There are four options available to Council for the consideration of the current lease over the camp. They are as follows:

1. Do nothing
2. Renew the Lease –Existing Terms
3. Renew the Lease – New Commercial Terms
4. Non-renewal of Lease

The following observations have been considered in the preparation of the table *Lease Options – Ausco Town Camp* which outlines the benefits and negatives of each option for both the Shire and the Company. It is noted that the observations are not exhaustive but (it is hoped) address the salient issues around the Lease review.

### **Current Lease**

The current extension to the agreement was formalised by Council at their Ordinary Council Meeting on 16 April 2015 and is due to expire on 30 June 2018. The agreement was granted “to enable the continued operation of the 160 man camp at Lot 501 White Avenue” at a base rate rental of \$100 per month and the other conditions included:

- Waiving of the right for a market review of the base rate; and
- Approving an increase in the Occupancy Rate (rate per occupied room per night) to \$3.745 (ex GST).

It is noted that the camp was empty before, and has been empty for the entire period of this last extension and while there may be some increase in commercial (mining activity) in the area, there is no guarantee that the camp will be used in the foreseeable future.

### **Intended Income Arrangement**

It is assumed that when the original lease was negotiated, there was consideration given (to assist the Lessee) towards charging a nominal rent with the substantial “fee” for the use of the site to be derived from the occupancy of the facility (the “Occupancy Rate”).

With the downturn in local activity, this has basically meant that the facility has been empty since the first lease period which ceased in effect on 1 May 2012 and aside from the \$100 per month, the Shire has derived no benefit from the facility.

From the Company’s perspective, the Lease does not contain any requirement to populate or run the camp.



## Observations

- Currently, there is no benefit to Council in the existing arrangement. The income is negligible (\$3,600 for three years) (probably offset by the administration costs associated with the monthly billing and invoicing) and the empty camp has no positive social or economic impact on the town.
- Conversely, the Company has realised significant benefits from the current arrangement for around four years. These, include, but are not limited to:
  - No legal requirement to tenant the camp;
  - No significant management or maintenance costs for the approximately 50 transportable buildings;
  - No transportation costs associated with having to relocate the buildings to the Company's own premises (if they have one);
  - No reparation works required that would otherwise be associated with having to remove the camp buildings;
  - In the absence of any tenanting requirement in the Lease, the ability to leave the buildings vacant and "store" the buildings in a "hub" location in anticipation of an eventual commercial leasing opportunity locally or elsewhere in the region.
  - Avoidance of storage costs for unused building stock if they had to be relocated. If the buildings were not able to be stored at a Company site elsewhere, the current commercial rate to store a transportable of the general size used at this site at a built-for-purpose storage facility (e.g. Linfox in Bullsbrook) is \$35 per week – a saving to the Company of around \$91,000 per annum or about \$360K for the last four years.
  - While not necessarily a tangible benefit, the existence of the buildings on the site prevents it being offered by the Shire to another commercial entity who may have procured contracts for the provision of accommodation in the area; and
  - The presence of the accommodation and ancillary buildings has not realised opportunities to house "overflow" tourists or visitors to the town when the existing caravan park accommodation is full. There is correspondence on file suggesting some frustration at this state of affairs.
- If the Shire exercised its right to have the Base Rent appraised, and consideration within that appraisal is able to be given to the avoided costs currently being enjoyed by the Company, the new Base Rent may provide both a significant income to the Shire for the use of its land and incentive to the Company to populate the facility or remove the buildings.

To assist the Company, Council may consider approving an arrangement where an increased base rent is applied only when the Camp is empty and a proportional sliding scale rent is applied when the Camp is part or fully occupied.

Conversely, the Lessee has enjoyed significant savings from the "storage" of around 40 transportable buildings at a rate many times less than the commercial rate to store these buildings in a commercial storage space.

To note of importance:

- The facility has not been kept in accordance with 8.1(a) of the Lease, in that “*the Lessee shall at all times maintain the Premises in good and tenantable repair...*” – power and water have not been connected to the facility for some time;
- Cessation of the lease results in the Lessee vacating the site within a set time period, leaving behind;
  - All below ground infrastructure,
  - Footpaths, and
  - Tie-downs and associated foundation pads of the temporary structures on the site.

## Lease Options – Ausco Town Camp

Option	Shire Benefit	Company Benefit
<b>Do Nothing</b>	<p>None – negligible income; no social or economic benefit</p> <p>There may be a negative response from residents, ratepayers and/or other community stakeholders around lost opportunities (and perhaps questions around the management of the issue) if Council directed its Administration to be inactive around an opportunity to improve the current commercial arrangement to the benefit of the town.</p>	<ul style="list-style-type: none"> <li>• The company is likely to formally request a review of the lease and a decision will need to be made one way or the other in any case.</li> <li>• No requirement to populate the Camp is written into the Lease</li> <li>• Significant savings from: <ul style="list-style-type: none"> <li>○ Token rent and no Occupancy Rate applicable</li> <li>○ Avoided storage costs</li> <li>○ Avoided maintenance and management costs</li> <li>○ No removal and reparation costs</li> </ul> </li> </ul>
<b>Renew the Lease –Existing Terms</b>	<p>None – negligible income; no social or economic benefit</p>	<ul style="list-style-type: none"> <li>• No requirement to populate the Camp is written into the Lease</li> <li>• Significant savings from: <ul style="list-style-type: none"> <li>○ Token rent and no Occupancy Rate applicable</li> <li>○ Avoided storage costs</li> <li>○ Avoided maintenance and management costs</li> <li>○ No removal and reparation costs</li> </ul> </li> </ul>
<b>Renew the Lease – New Commercial Terms</b>	<p>Review of the Base Rent including consideration made of the commercial storage alternatives, should realise a reasonable income to the Shire. Council may consider an arrangement where an increased Base Rent is applied only when the Camp is empty and a proportional sliding scale rent is applied when the Camp is part or fully occupied.</p> <p>Regardless, the Shire will derive a reasonable income from the site if the Lease extension option is accepted.</p>	<ul style="list-style-type: none"> <li>• No future benefit in view of the current avoided costs, however there may be opportunities to negotiate reduced Base Rent options in the advent that the camp is utilised.</li> <li>• Continued presence in the area, with or without occupancies</li> <li>• Market (or potentially below-market) priced storage opportunity for buildings on regionally accessible site</li> </ul>

	Charging a market rent should provide stimulus for the Company to populate and derive an income from the Camp, or vacate the site.	
<b>Non-renewal of Lease</b>	<p>Vacant possession will not attract any income, however the lost Base Rent income is negligible and no other income has been derived from the facility for the last four years.</p> <p>Vacant possession will mean that the opportunities for regeneration of the site can be established and realised.</p>	No benefit

## **Income Potential**

Based on the current arrangements, the income to the Shire from a 100% occupancy of the camp would be as follows:

Total rooms - 160

Therefore, 100% occupancy = 160 rooms occupied per night

1 month (30 day) occupancy = 160 rooms x 30 days = 4800 rooms occupied per month

Occupancy rate (rate per occupied room per night) payable to the Shire in the Lease is currently \$3.745 per room per night.

Therefore 4800 x \$3.745 = \$17,976 per 30 day month.

Base Rent is \$100 per month.

**Therefore, potential income from the camp based on the current arrangements could be up to \$18,000 per month. 50% occupancy would therefore equate to around \$9,000 per month.**

## **COMMUNITY CONSULTATION**

Nil

## **COUNCILLOR CONSULTATION**

Nil

## **STATUTORY ENVIRONMENT**

### **Local Government Act 1995**

#### **3.58. Disposing of property**

(1) In this section —

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

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

(2) Except as stated in this section, a local government can only dispose of property to —

(a) the highest bidder at public auction; or

(b) the person who at public tender called by the local government makes what is, in the opinion of the local government, the most acceptable tender, whether or not it is the highest tender.

(3) A local government can dispose of property other than under subsection (2) if, before agreeing to dispose of the property —

(a) it gives local public notice of the proposed disposition —

(i) describing the property concerned; and

(ii) giving details of the proposed disposition; and

(iii) inviting submissions to be made to the local government before a date to be specified in the notice, being a date not less than 2 weeks after the notice is first given;

and

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

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

## **POLICY IMPLICATIONS**

Nil

## **FINANCIAL IMPLICATIONS**

The Shire will derive income from the site and the local business community will continue to have additional trade from camp occupants. The income will vary with occupancy as detailed in the lease

## **STRATEGIC IMPLICATIONS**

Shire of Morawa Strategic Community Plan

1.9 Affordable, diverse and quality accommodation options for both residential and business.

## **RISK MANAGEMENT**

The two options presented may if not acceptable to Ausco may lead to the camp being removed. Should the additional charges as detailed in Option 1 be regarded as being fair and reasonable by Ausco, there is an opportunity for the Shire to realise additional income reflecting what would normally be charged under a commercial arrangement.

## **VOTING REQUIREMENTS**

Simple Majority

## **OFFICER'S RECOMMENDATION**

That Council resolve, pursuant to section 3.58 of the Local Government Act 1995 in the matter of the request to extend the lease of the Ausco Modular Pty Ltd Camp, to either;

### **Option 1**

1. Endorse officer action in addressing the breaches of the existing Ausco Modular P/L Morawa Town Camp Lease;
2. Endorse officer action in organising a formal review of the Base Rent per the Lease;
3. Approve a final three (3) year extension of the existing Lease to 30 June 2021, the extension being subject to:
  - a. application of a commercial market value Base Rent to the Lease (calculated per the provisions of the Lease); and
  - b. the facility being brought up to an operational standard per the provisions of the existing Lease and to the satisfaction of the Shire, before the Lease documents are signed.
4. With regards to 3(a), the CEO is authorised to negotiate a pro rata Monthly Base Rent, calculated as follows:

Monthly Base Rent =  $\frac{\text{Number of Rooms Occupied per Month}^*}{\text{Total Number of Rooms}^{***}} \times \text{Monthly Commercial Market Value Rent}^{**}$

Total Number of Rooms\*\*\*

*\* The Number of Rooms Occupied per Month is calculated by adding together the number of rooms occupied each night of every day of the billing month*

*\*\*The value of the Commercial Market Rent is determined in the manner prescribed in the existing Lease document*

*\*\*\*The Total Number of Rooms is based on the camp in its April 2018 configuration where the total of beds available each night for occupancy is multiplied by the number of days in the respective billing month.*

5. Authorise the Shire President and Chief Executive Officer to be signatories to the extension of the Lease of Portion 511 White Avenue, Morawa for the purpose of operation of an accommodation camp with the common seal to be applied.
6. That pursuant to section 9.49a of the Local Government Act 1995 the common seal be affixed to the lease agreement.

Or

## **Option 2**

1. Not renew the current lease of Portion 511 White Avenue, Morawa for the purpose of operation of an accommodation camp;
2. Advise the current Lessor of this determination and seek their assistance in complying with the relevant provisions of the existing Lease in vacating site; and
3. Request that the CEO investigate options for use of the site including seeking expressions of interest for new lease opportunities.

## **COUNCIL RESOLUTION**

**180411**                      **Moved:      Cr Collins**  
                                    **Seconded: Cr Coaker**

**That Council resolve, pursuant to section 3.58 of the Local Government Act 1995 in the matter of the request to extend the lease of the Ausco Modular Pty Ltd Camp, to;**

- 1. Endorse officer action in addressing the breaches of the existing Ausco Modular P/L Morawa Town Camp Lease;**
- 2. Endorse officer action in organising a formal review of the Base Rent per the Lease;**
- 3. Approve a final three (3) year extension of the existing Lease to 30 June 2021, the extension being subject to:**
  - a. application of a commercial market value Base Rent to the Lease (calculated per the provisions of the Lease); and**



- b. the facility being brought up to an operational standard per the provisions of the existing Lease and to the satisfaction of the Shire, before the Lease documents are signed.
4. With regards to 3(a), the CEO is authorised to negotiate a pro rata Monthly Base Rent, calculated as follows:

**Monthly Base Rent = Number of Rooms Occupied per Month\* X Monthly Commercial Market Value Rent\*\***

**Total Number of Rooms\*\*\***

*\* The Number of Rooms Occupied per Month is calculated by adding together the number of rooms occupied each night of every day of the billing month*

*\*\*The value of the Commercial Market Rent is determined in the manner prescribed in the existing Lease document*

*\*\*\*The Total Number of Rooms is based on the camp in its April 2018 configuration where the total of beds available each night for occupancy is multiplied by the number of days in the respective billing month.*

5. Authorise the Shire President and Chief Executive Officer to be signatories to the extension of the Lease of Portion 511 White Avenue, Morawa for the purpose of operation of an accommodation camp with the common seal to be applied.
6. That pursuant to section 9.49a of the Local Government Act 1995 the common seal be affixed to the lease agreement.

**CARRIED 5/1**



Ausco Modular Pty Limited  
ACN 010 654 994 ABN 14 010 654 994

Tuesday, March 20, 2018

The Chief Executive Officer  
Shire of Morawa  
PO Box 14  
Morawa WA 6623

And via email [ceo@morawa.wa.gov.au](mailto:ceo@morawa.wa.gov.au)  
And via facsimile 08 9971 1284

**Re: Ausco Modular Pty Ltd lease from Shire of Morawa  
Portion of Lot 511 White Avenue, Morawa, Western Australia**

We refer to the above Lease dated 21 December 2012 and note that the current Lease Term is due to expire on 30 June 2018.

Pursuant to Clause 7(4) of the Lease and Item 9 of the Lease's Reference Schedule, we hereby exercise our Option for a further three year term.

We confirm that the new lease term will commence on 1 July 2018 and expire on 30 June 2021.

We look forward to receiving documentation pursuant to Clause 7(7) of the Lease for execution in due course.

If you have any queries please don't hesitate to call me.

Regards,

A handwritten signature in black ink, appearing to read 'P. Hodgkinson', with a stylized flourish at the end.

Peter Hodgkinson  
**National Property Manager**  
**Ausco Modular Pty Ltd**  
Mobile: 0488 100 480  
Email: [peter.hodgkinson@ausco.com.au](mailto:peter.hodgkinson@ausco.com.au)  
Our Ref: RB:PH: Morawa

**DEED OF EXTENSION OF LEASE**

**THIS DEED** is made the 22nd day of November 2015

**BETWEEN**

**1. Parties**

---

**Shire of Morawa** of 66 Winfield Street, Morawa in the State of Western Australia ("**the Lessor**").

**AND**

**Ausco Modular Pty Ltd (ACN 010 654 994)** of 44 Formation Street, Wacol in the State of Queensland ("**the Lessee**").

**2. Recitals**

---

- A. By a lease dated 21 December 2012 the Lessor leased to the Lessee, a portion of Lot 511 White Avenue, Morawa more particularly known as portion of Lot 511 on Deposited Plan 65452 being part of the land comprised in Certificate of Title Volume LR3159 Folio 49 ("**Land**") for the period of three (3) years commencing 1 July 2012 and expiring 30 June 2015 with two (2) additional options to renew the lease for further terms of three (3) years each ("**Lease**").
- B. The Lessee has exercised the first option to renew the Lease for a further term of three (3) years in accordance with this Deed.

**OPERATIVE PART**

**3. Interpretation**

---

- 3.1. This Deed is supplemental to the Lease and shall be interpreted with and having regard to the provisions of the Lease, as amended, supplemented or varied from time to time.
- 3.2. The provisions of this Deed are intended to bind and to inure in favour of the Lessor, the Lessee and their respective successors and assigns.
- 3.3. Any words defined in the recitals of this Deed shall have a corresponding meaning in the operative part of this Deed.
- 3.4. The terms "Base Rent" and "Occupancy Rate" as defined in clause 8 of the Lease shall have the same meaning in this Deed.

**4. Extension**

---

**4.1 Further Term**

- (i) The Lessor leases to the Lessee the Land for the further term of three (3) years commencing 1 July 2015 and expiring 30 June 2018 ("**Further Term**");

- (ii) On and from the commencement date of the Further Term:
  - A. the Base Rent will be one hundred dollars (\$100.00) per month (exclusive of GST) payable in advance on the first day of every calendar month; and
  - B. the Occupancy Rate will be (\$3.745) per occupied room per night (exclusive of GST) payable in accordance with clause 8(2) of the Lease.
- (iii) The Base Rent and the Occupancy Rate are thereafter subject to review at the time and the manner specified in the Lease.

#### 4.2 **New Lease**

The parties have entered into a new lease in respect of the Land commencing 1 July 2015 and expiring 30 June 2018 with one further option to renew the Lease for the period of three (3) years commencing 1 July 2018 on the same terms and conditions contained in the Lease (which are incorporated in and varied by this Deed) and in this Deed.

#### **5. Lessee's Covenants**

---

The Lessee covenants with the Lessor to pay the Base Rent the Occupancy Rate and other monies payable under the Lease and to observe and perform the Lessee's covenants as set out in the Lease and in this Deed during the Lease term and any extension or variation thereof.

#### **6. Lessor's Covenants**

---

The Lessor covenants with the Lessee to observe and perform the Lessor's covenants as set out in the Lease and in this Deed at all times during the Lease term and any extension or variation thereof.

#### **7. Costs**

---

The Lessee must pay the Lessor's solicitors' reasonable costs for the preparation and completion of this Deed and each party shall bear its own costs of negotiating the terms of this Deed.

THE PARTIES HAVE EXECUTED this Deed of Extension of Lease as a Deed on the day and year first mentioned.

**Execution by Lessor**

THE COMMON SEAL of  
**THE SHIRE OF MORAWA**  
was affixed in the presence of:

)  
)  
)



President

KAREN J. CHAPPEL

Presidents Full Name



Chief Executive Officer

JOHN E. ROBERTS

Chief Executive Officers Full Name

**Executed by the Lessee**

EXECUTED on behalf of  
**Ausco Modular Pty Ltd (ACN 010 654 994)**  
in accordance with section 127(1) of the  
Corporations Act 2001 by authority of its  
directors

)  
)  
)  
)  
)  
)



Signature of Director

Ben Kuske

Director's Full Name



Signature of Director/Secretary

Adrian Wolff

Director/Secretary's Full Name

DATED THIS 21<sup>st</sup> DAY OF December 2012  
2009

Shire of Morawa  
("the Lessor")

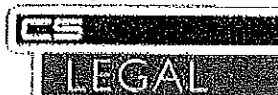
AND

Ausco Modular Pty Ltd (ACN 010 654 994)  
("the Lessee")

---

LEASE OF  
Portion Lot 511, White Avenue, Morawa

---



Unit 1, 234 Pier Street  
Perth WA 6000  
T: (08) 6263 6555  
F: (08) 9325 6538  
Ref: NJ:eg:12658

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THIS LEASE is made the 21<sup>st</sup> day of December Two thousand and Twelve  
BETWEEN -

The Lessor described in Item 1 in the Reference Schedule (called "Lessor") of the first part

The Lessee described in Item 2 in the Reference Schedule (called "Lessee") of the second part

## INTRODUCTION

- A. The Land is part of a Reserve under a Management Order to be used for the purpose of a caravan park.
- B. The Lessor is the Management Body of the Land.
- C. Under the Management Order the Lessor has the power to lease the whole or part of the Land.
- D. The Lessor has agreed to Lease the Land to the Lessee subject to the terms and conditions contained in this Lease.
- E. The Lessee agrees that upon termination or expiry of this Lease the Accommodation and Ancillary Facilities owned by the Lessee including their fixtures and fittings will be removed by the Lessee and the Land re-instated to a similar condition as it was prior to the construction of the Accommodation and Ancillary Facilities.

## PART 1 — DEFINITIONS AND INTERPRETATION

### 1 Definitions

In this Lease the following expressions have the following meanings:

- (a) **"Above Ground Infrastructure"** means all of the above ground infrastructure owned by the Lessor including but not limited to:
  - (i) fencing
  - (ii) footpaths; and
  - (iii) associated tie downs,
- (b) **"Accommodation Facility or Facilities"** means single prefabricated short term accommodation structures including all of the accommodation structures and ancillary buildings or structures constructed and owned by the Lessee on the Land including their fixtures and fittings.
- (c) **"Ancillary Facilities"** means those buildings or structures incidental to the Accommodation Facilities erected on the Land and owned by the Lessee including but not limited to:
  - (i) bathroom and toilet facilities;
  - (ii) kitchens;
  - (iii) patios;
  - (iv) shaded areas;
  - (v) car parking facilities

- (k) **"Management Body"** means person or persons with whom or which the care, control and management of a reserve or mall reserve are placed under section 46(1) or 59(4) of the Land Administration Act 1997.
- (l) **"Management Order"** means an order made under section 46 of the Land Administration Act 1997 WA under which the Minister placed the care, control and management of the Land with the Lessor, which Land has a reserve purpose of community and auxiliary purposes.
- (m) **"Minister of Lands"** means the Minister of Lands of Western Australia and his or her duly appointed agents and employees.
- (n) **"Reference Schedule"** means the Reference Schedule in this Lease.
- (o) **"Reserve"** means a portion of Crown Land that has been set aside or dedicated for a particular purpose in the public interest.
- (p) **"Services"** means electricity, gas, water, sewerage, telephone, telecommunication, and any other services provided or available to the Land by public or local or statutory authorities and the pipes, wires, ducting and other means of providing those services to the Land.

## 2 Interpretation

### (1) Terms

- (a) Words expressed in the singular include the plural and vice versa.
- (b) Words expressed in one gender include the other genders, as is appropriate in the context.
- (c) The reference to "person" includes a corporation.

### (2) Statutes

References to statutes, regulations, ordinances and by-laws when contained in this Lease include amendments, re-enactments or consolidations of any of them.

### (3) Covenants Implied by statute

Covenants and powers implied by statute are excluded from this Lease, unless any such covenant or power cannot be excluded by force of statute or is expressly incorporated in this Lease.

### (4) Joint and several liability

- (a) In the event of there being two or more Lessors or two or more Lessees under this Lease (including whilst the Lease or the reversion is held by legal personal representatives, successors or assigns) each of them is jointly and severally liable to perform covenants and obligations under this Lease.
- (b) When there are two or more Lessors or Lessees, any conduct under or in respect of this Lease, including the exercise of any entitlement or taking any action under this Lease or a provision of this Lease, shall be undertaken by all of the Lessors or all of the Lessees jointly, unless this Lease expressly provides otherwise.

operating expenses, calculated and payable from time to time in accordance with this Lease or as agreed between the parties;

- (c) on the terms contained in this Lease, except those terms which are inapplicable to a monthly tenancy;
- (d) the tenancy being terminable by either party on one month's written notice expiring at any time.

## **7 Option for renewal**

### **(1) Offer of renewal**

The Lessor offers a renewal of this Lease to the Lessee on the terms specified in this clause which the Lessee should accept strictly in accordance with the provisions contained in this clause, otherwise this offer shall lapse.

### **(2) Binding Lessor's successors and assigns**

This offer and the option bind the Lessor and the Lessor's successors and assigns being the owners for the time being of the Land.

### **(3) Parties who may renew**

This offer may be accepted by

- (a) the Lessee or by the Lessee's successors and assigns being the Lessee for the time being of the Land;
- (b) in the event of there being two or more persons holding as lessees as joint tenants, upon the death of any of them by their survivors.

### **(4) Conditions for exercise of option**

The Lessee may only accept this offer and exercise the option if

- (a) there is no subsisting breach of any lease covenants by the Lessee at the date of serving notice of exercise of this option and also at the date of expiry of this Lease; and
- (b) the Lessee shall have served on the Lessor notice of exercise of this option during a period before the date of expiry of the term of this Lease, as is specified in Item 9 in the Reference Schedule.

### **(5) Conditions of renewal**

- (a) The renewal which the Lessee may accept under this clause is for the renewal of this Lease for the further term of years specified in Item 9 in the Reference Schedule from the day after the date of expiry of the term of this Lease, containing identical covenants to the covenants of this Lease (except this clause)
  - (i) at a rent which shall be determined in accordance with paragraph (b) of this clause but which is not less than the rent payable under this Lease immediately before the expiration of the term of this Lease;
  - (ii) and containing such further options for renewal as are specified in Item 9 in the Reference Schedule.

- (a) by an initial payment in advance on the date for commencement of rent to the end of that calendar month and then by calendar monthly payments in advance on the first day of each month;
- (b) without demand by the Lessor;
- (c) by cash or cheque, or if required by the Lessor by banker's order on the Lessee's bank, or by depositing or transferring the payments into an account as directed by the Lessor;
- (d) to, or as directed by, the Lessor, which may be altered by the Lessor by written notice served on the Lessee.

**(2) And thereafter**

- (a) The Lessee covenants to pay the minimum monthly rent as specified in Item 10(b) in the Reference Schedule for the Period from 1 January 2013 in arrears until the expiry or termination of the Lease ("Base Rent");
- (b) In addition to the Base Rent, the tenant must pay a further payment to the Lessor as follows.

**(I) Amount**

The further payment is the amount specified in Item 10(b) of the Schedule per occupied room per night ("Occupancy Rate") and shall be paid in addition to the Base Rent at the conclusion of each and every calendar month of the Lease and shall be paid in arrears commencing 1 February 2013.

**(II) Rent Calculation**

The monthly rent shall be calculated based on the following formula:

$\text{Total Monthly Occupancies} \times \text{Occupancy Rate} + \text{Base Rent}$

For example If the Accommodation Facilities are Occupied by 140 people during each night of the month of May then the rent payable would be

$(140 \times 31) \times (3.50) + (100.00) = \$15,290.00$  (exclusive of GST)

For the purpose of this provision:

- (A) "Total Monthly Occupancies" means the total number of Occupied Accommodation Facilities per night over the course of each calendar month;
- (B) "Occupied" means the Accommodation Facilities that are either occupied by a person or are reserved and paid for but remain unoccupied.

**(III) Statement of Occupancy**

Within (7) days after the last day of each calendar month the Lessee must:

- (A) forward to the Lessor a statement of the Lessee's Total Monthly Occupancies for that month which may be audited by an auditor recognised by the governing law and approved by the Lessor.

**(5) Effect of abatement**

During and for the period of abatement the Lessee's liability to pay the whole or proportion of the financial obligations under this Lease, as agreed or determined under clause 9(7), calculated on a daily basis, ceases and abates.

**(6) Exception to abatement**

The Lessee is not entitled to an abatement of the Lessee's financial obligations under this clause if

- (a) the event resulting in the damage, destruction or inaccessibility is caused or contributed to by the act or negligent omission of the Lessee or the Lessee's employees; or
- (b) the Lessor fails to recover the benefit of any insurance for loss or damage to the Building or the Land because of any act or omission of the Lessee or the Lessee's employees.

**(7) Determination of abatement**

- (a) The parties shall endeavour to agree on the commencement and period of abatement of the Lessee's financial obligations, and if the Lessee is able to have partial use and enjoyment of the Land, the proportion of the abatement having regard to the nature and extent of the damage to and use of the premises.
- (b) If the parties have any dispute regarding the Lessee's entitlement to an abatement, its period or amount, the dispute shall be determined by a loss assessor
  - (ii) who is then a member of the Insurance Council of Australia Ltd and is experienced in assessing premises of the nature of the Land and is nominated by the President for the time being or senior officer of that Council on the application of either party;
  - (iii) acting as an expert;
  - (iv) who is entitled to accept written submissions and expert reports from either party;
  - (v) whose costs shall be borne equally by the parties;
  - (vi) whose decision is final and binding on the parties.
- (c) If the loss assessor nominated under paragraph (b) fails to proceed or to determine the dispute, either party may seek the nomination of another loss assessor in accordance with paragraph (b).

**10 Goods and services tax (GST)****(1) Interpretation**

In this clause:

"GST" refers to goods and services tax under A New Tax System (Goods and Services) Act 1999 ("GST Act") and the terms used have the meanings as defined in the GST Act.

serve on the Lessee within twenty-eight (28) days after service of the Lessee's notice the Lessor's reasonable assessment of the current market rent of the Land and the value of the short term Accommodation and Ancillary Facilities erected by the Lessee on the Land at the Market Review Date.

**(5) Acceptance of Lessor's assessment**

The Lessee may accept the Lessor's assessment and in that event the assessed amount shall be the Base Rent from the Market Review Date.

**(6) Determination of current market rent**

If the Lessee fails or refuses to accept the Lessor's assessment within twenty-eight (28) days after service of the assessment or if the Lessor fails to provide an assessment or if they are unable to agree within that period on some other amount as the current market Base Rent at the Market Review Date, the current market Base Rent shall be determined in accordance with this clause.

**(7) Meaning of current market rent**

"Current market rent" means the best annual rent that can be reasonably obtained for the Land and the short term Accommodation Facilities erected by the Lessee on the Land, which is calculated

- (a) on the basis that the premises are available for leasing with vacant possession by a willing lessor to a willing lessee for a term equal to the whole term of this Lease and any additional option for renewal;
- (b) having regard to the permitted use of the Land;
- (c) on the basis of the terms and conditions contained in this Lease (other than the amount of rent reserved in this Lease, but including the provisions for rent review);
- (d) on the basis that
  - (i) the Land is fit for immediate occupation and use by the Lessee;
  - (ii) the Lessee's lease covenants and obligations shall have been fully performed at the Market Review Date;
- (e) not taking into account
  - (i) any improvements installed at the Lessee's expense which the Lessee is permitted or required to remove at the termination of this Lease, except for permanent structural improvements to the Land installed at the Lessee's expense which the Lessee is not permitted to remove at the termination of this Lease, which shall be taken into account;
  - (ii) any goodwill attributable to the Land through the Lessee's business activity;
  - (iii) that the Lessee has been in occupation of the Land;
  - (iv) any relocation costs which would be incurred by the Lessee when moving to other premises;
  - (v) any lease incentive, concession or inducement paid, given or provided by the Lessor to or on behalf of the Lessee in relation to the grant of this Lease;
- (f) having regard to the rental values of comparable premises.

**(11) Late rent reviews**

- (a) Except as provided in paragraph (b), the current market Base Rent may be determined from a Review Date even if the review is instituted after that Market Review Date.
- (b) In the event of the parties having failed to institute a rent review to determine the rent from a Market Review Date in any of the situations specified in this paragraph, then the existing rent shall continue to be the rent for that review period, and thereafter neither party may have the current market rent determined for that period
  - (i) after a later Market Review Date has arrived; and
  - (ii) after the expiry of the lease term, in respect of any Review Date within that term.

**(12) Rent payments**

If the current market Base Rent from a Review Date shall not be determined until after that Review Date:

- (a) The Lessee shall continue to pay the current instalments of rent due until the new rent is determined.
- (b) When the Base Rent is determined, the Lessee shall pay the additional amount (if any) due for rent from the Review Date to the date when the next monthly instalment of rent is payable on the rent day next succeeding the expiration of thirty (30) days after the date when the Lessee is informed of the rent determination.

**(13) CPI Adjustments**

- (a) On each date specified in Item 11 of the Reference Schedule as a CPI Review date ("CPI Review Date"), the Base Rent and/or Occupancy Rate shall be reviewed and shall be calculated by multiplying the Base Rent and/or the Occupancy Rate payable immediately prior to the relevant CPI Review Date ("base period") by the fraction of C/P. C refers to the Consumer Price Index for Perth (All Groups) ("Index") published by the Australian Bureau of Statistics ("Bureau") in respect of the quarter immediately preceding the CPI Review Date and P is the Consumer Price Index for Perth (All Groups) published by the Bureau in respect of the quarter immediately preceding the previous CPI Review Date.
- (b) The Lessor shall notify the Lessee in writing of the Lessor's calculation of increase in Base Rent and/or Occupancy Rate claimed since the CPI Review Date and the calculation of the new instalment of rent.
- (c) The Base Rent and/or Occupancy Rate calculated from any CPI Review Date shall be payable by calendar monthly instalments calculated pursuant to clause 8 of this Lease
- (d) The Lessee shall pay the increased rent from the last review date within 14 days after service of the Lessor's notice.
- (e) When the Base Rent and/or Occupancy Rate is not determined until after that CPI Review Date the Lessee shall continue to pay the current instalments of rent due until the new rent is determined.
- (f) When the Base Rent and/or Occupancy Rate is determined, the Lessee shall pay the additional amount (if any) due for rent from the CPI Review Date to the date



### 13 Services

#### (1) Lessee's liability for services and utilities

The Lessee will pay throughout this Lease for any electricity, power, fuel, gas, oil, water, telephone, garbage removal, waste disposal, and other services or utilities provided by public local or other authorities or suppliers to the Land or to the Accommodation and Ancillary Facilities erected on the Land and charged separately in respect of the Land or the Accommodation and Ancillary Facilities erected on the Land, to the supplier of the service or utility.

#### (2) Installation of meters

The Lessee will, if required by the Lessor or by an authority supplying any such service or utility, permit the installation of meters required to measure the quantity of the service supplied to the Land or to the Accommodation Facilities erected on the Land.

### 14 Costs

#### (1) Costs of preparation of Lease

The Lessee shall pay on execution of this Lease the costs of preparation of this Lease.

#### (2) Renewal or extension of lease

The costs and disbursements of any renewal or extension of this Lease shall be paid by the parties as is indicated in clause 14(1).

#### (3) Consents, transactions and default

The Lessee agrees to pay the Lessor's costs, charges, and expenses which are incurred reasonably, properly and in good faith, in connection with

- (a) the obtaining of any consent from the Lessor, and from any headlessor, mortgagee or other person, which is required by the Lessee under this Lease;
- (b) the negotiation and preparation of all documents relating to any consent required by the Lessee, and all costs incurred by the Lessor, and by any other party whose consent is required, whether a consent is given, refused, or the application for consent is withdrawn;
- (c) any breach or default by the Lessee under this Lease;
- (d) the exercise or attempted exercise by the Lessor of any right, power, privilege, authority or remedy, against the Lessee or against any Guarantor, to enforce the Lessee's obligations under this Lease, or to terminate this Lease for the Lessee's breach or default.

#### (4) Costs on an indemnity basis

The Lessor's legal and professional costs and disbursements under clause 14(3) shall be charged and allowed on an indemnity basis to provide full indemnity to the Lessor for costs charges and expenses.

#### (5) Lessor's internal costs

The Lessor's costs under clause 14(3) include

- (a) the Lessor's reasonable administrative costs and expenses of considering any application for consent, of considering and managing any breach or default under

## PART 4 — SECURING THE LESSEE'S OBLIGATIONS

### 17 Bank Guarantee

- (a) On signing the Lease, the Lessee must give security against breach of the Lease by:
  - (i) depositing with the Lessor the amount equivalent to the amount shown in item 19 of the Reference Schedule; or
  - (ii) giving an unconditional banker's order or bank guarantee drawn to the Lessor,
 either of which will be called the 'Bank Guarantee'.
- (b) The Lessor must maintain any deposit in a separate interest-bearing account with a respectable financial institution. Interest earned on the account will become part of the deposit.
- (c) If the Lessee fails to pay rent or other money payable under the Lease or if the Lessor suffers loss or damage because of any other breach of the Lease by the Lessee, the Lessor may apply the deposit or the amount payable under the bank guarantee towards the arrears of rent or other money, or towards the loss or damage. In doing so, the Lessor does not waive the Lessee's breach and does not waive any other right or remedy arising from the breach.
- (d) If the Lessor does use the deposit or the amount payable under the bank guarantee as described in clause 17(c), the Lessor may notify the Lessee that it has done so. Within 14 days of the notification date, the Lessee must reinstate the deposit by paying to the Lessor the amount applied or extend or renew the Bank Guarantee for the amount applied.
- (e) At the end of the Lease, if the Lessee is not indebted to, or otherwise liable to the Lessor for breach of the Lease, the Lessor will refund the deposit or the balance of the deposit then held to the Lessee or will consent to the discharge of the Bank Guarantee.

## PART 5 — USE OF LAND

### 18 Use of Land

The Lessee acknowledges that the Land is zoned as a Reserve for the purposes of a caravan park and the Lessee agrees not to use the Land for any other purpose apart from the use permitted in Item 14 of the Reference Schedule.

The Lessee agrees to comply with any laws or regulations applicable to the use of the Land including, but not limited to The Caravan Parks and Camping Grounds Act 1995 and Caravan Parks and Camping Grounds Regulations 1997.

#### (1) Change of user

The Lessee may apply to the Lessor for consent to a change of use during the continuance of this Lease which the Lessor shall not unreasonably refuse or withhold, if the following conditions precedent is satisfied

- (a) the Lessee first obtains all planning and other approvals to the use of the Land for that purpose and subsequently complies with the conditions of approval at the Lessee's expense;

- (c) expand or alter the existing car park on the Land without the written consent of the Lessor.
- (d) install, or make any additions or alterations to, any of the Above Ground and Below Ground Infrastructure, any electrical, gas, water, plumbing and other services, fixtures, or appliances, or any other equipment or appliances for heating, cooling, ventilating or air conditioning the Land except for those alterations and additions approved by the Lessor in writing;
- (e) cut or remove or allow to be cut or removed any tree or clear any natural vegetation on the Land without the consent of the Lessor.

## **21 Compliance with regulations**

### **(1) Lessee's obligation**

The Lessee shall at its expense observe and comply with all laws and requirements relating to

- (a) the Lessee's use and occupation of the Land for the use permitted in this Lease;
- (b) the Accommodation and Ancillary Facilities erected on the Land by reason of the number and the sex of the Lessee's employees and other persons working in, staying in or entering the Land or the Accommodation and Ancillary Facilities to erected on the Land;
- (c) the fixtures, fittings, machinery, plant and equipment on the Land or in the Accommodation Facilities erected on the Land;
- (d) occupational health, safety and environmental matters.
- (e) the installation and maintenance of firebreaks on the Land if lawfully required by the local government;

### **(2) Compliance with notices**

The Lessee shall comply with the notices or requirements of the relevant authorities regarding the matters in clause 21(1), whether given to the Lessor or the Lessee, except to carry out structural alterations to the Land.

## **22 Lessee's obligations regarding use of Land**

### **(1) Prohibitions with reference to use of premises**

The Lessee shall not, during the term of this Lease:

- (a) Allow the Land to be used for any illegal, immoral, noxious, dangerous or offensive purpose, activity or occupation.
- (b) Keep any animals on the Land.
- (c) Hold or permit any auction or public meeting on the Land.
- (d) Use or permit the use of any sound producing equipment on the Land at a volume which may be heard outside the premises.
- (e) Use the Land in a noisy or in any other manner which would cause damage, nuisance or disturbance to the Lessor, to other lessees of the adjoining land, or to the owners or occupiers of adjoining properties.

the Lessee of any obligation under this Clause, including fines, legal costs, consultants' fees and remediation costs.

- (e) The Lessee at the reasonable request of the Lessor will obtain a contamination certificate at the termination of the Lease.

#### **(4) Fire Control**

The Lessee covenants with the Lessor that it will:

- (a) comply with all local and statutory authority requirements with regard to fire safety at the Accommodation and Ancillary Facilities
- (b) maintain adequate fire breaks for all external fences and boundaries and around the Accommodation and Ancillary Facilities upon the Land,
- (c) ensure that the access and egress roads to the Land are sufficient in size, number and are suitably located to allow for the safe and efficient evacuation of the Accommodation Facilities in the event of a bush fire or other emergency
- (d) use only steel and wire fencing on the Land,
- (e) maintain adequate water supplies and hoses, pumps and other usual and suitable devices and control measures for dealing with fires.
- (f) maintain fire fighting equipment on the Land ready for use for the fighting of bushfires.

#### **(5) Cleaning and hygiene**

The Lessee must keep the Land, the Accommodation and Ancillary Facilities erected on the Land in a clean and sanitary condition at least to the standard of the relevant health authorities, and otherwise as considered satisfactory by the Lessor, and must prevent any contamination or environmental damage resulting from vermin or accumulation of rubbish or substances of any kind. The Lessee must regularly remove rubbish and refuse from the Land and the Accommodation Facilities erected on the Land using, where appropriate, proper receptacles for the purpose. If the Lessor nominates a cleaning contractor for cleaning or removing rubbish or contaminants from the Land or from the Accommodation Facilities erected on the Land, the Lessee must accept the services of that cleaning contractor.

#### **(6) Pest Control**

The Lessee covenants with the Lessor they will

- (a) at their own cost engage competent persons to install, and regularly maintain suitable controls for the purpose of destruction and prevention of rats, mice, fleas; lice, bed bugs, moths and other rodents, insects, vermin and pests on, upon, within, about and likely to be attracted to the Accommodation and Ancillary Facilities satisfactory to the reasonable requirements of the Lessor and all local and statutory authorities responsible for the same;
- (b) report all abnormal pest presences to the Lessor and any appropriate authorities;
- (c) during each twelve months of the Lease provide to the Lessor a copy of a suitable pest inspection report;
- (d) take all reasonable steps to keep the Accommodation and Ancillary Facilities erected on the Land free and clear from:

- (c) The Lessor will ensure that the facilities referred to in paragraph (b) are regularly inspected, serviced and repaired, by specialist consultants or contractors, under service contracts, at intervals considered necessary or prudent by those specialists.
- (d) The Lessee will ensure that the Lessee's employees shall comply with the Lessor's reasonable instructions regarding the use of the facilities, and will not interfere with, or allow anything to be done which might impair the efficient operation of any of the facilities.
- (e) The Lessee will ensure that appropriate fire extinguishers are provided in the Accommodation Facilities erected on the Land and that they and the fire hose reels if any are serviced by specialist contractors in accordance with the manufacturer's service recommendations.
- (f) The Lessee will maintain existing fire breaks on the Land and create additional fire breaks as necessary to prevent the spread of fire in accordance with regulations of fire and local authorities.

## **PART 6 — REPAIRS, MAINTENANCE AND ALTERATIONS**

### **25 Lessee's repair obligations**

#### **(1) Lessee's general obligation**

The Lessee shall keep the Land in good condition throughout this Lease and shall on expiry or termination of this Lease yield up the Land and any improvements on the Land including but not limited to the Accommodation and Ancillary Facilities to the Lessor in the state of repair and condition as is specified in this clause.

#### **(2) Limiting Lessee's repair obligation**

The Lessee is not responsible for

- (a) the condition of the Land at the commencement of this Lease;
- (b) repairs required as a result of natural disasters, deliberate damage or accident, such as fire, flood, storm, earthquake, explosion, which are beyond the Lessee's responsibility or control, unless
  - (i) the damage occurred as a result of or was substantially contributed to by the Lessee's negligence
  - (ii) the Lessor is legally unable to recover from its insurer insurance money for the damage because of some act, neglect, default or misconduct by the Lessee or by other persons for whose conduct the Lessee is responsible.
- (c) repairs due to fair wear and tear.

#### **(3) Lessee's additional specific repair obligations**

In addition to the Lessee's obligations under clause 25(1), the Lessee shall throughout the term of this Lease, notwithstanding clause 25(2) (which does not apply to the matters listed in this paragraph), carry out the following repair and maintenance

- (a) promptly repair or replace all broken, cracked or damaged glass in the Accommodation and Ancillary Facilities erected on the Land, with glass of the same or similar gauge and quality or in compliance with current regulations as the

- (c) the work is completed in high class workmanship and with good quality materials;
- (d) fittings and materials of similar style and quality are used to the items being repaired or replaced;
- (e) the required consent or approval of any statutory authority is obtained to carry out the work and the conditions of approval are observed;
- (f) the work is carried out without creating undue noise, nuisance or interference with the use and enjoyment of adjoining or nearby land.

## **26 Lessor's right to inspect Land**

### **(1) Right of inspection**

The Lessor, or persons authorised by the Lessor, may enter the Land

- (a) to inspect the condition and state of repair of the Land, Above and Below Ground Infrastructure, Services and Facilities;
- (b) to ascertain that the Lessee complies with the Lessee's obligations under this Lease.

### **(2) Prior notice**

The Lessor shall exercise its entitlement under clause 26(1) after giving not less than seven (7) days prior written notice to the Lessee of the intended time of the inspection, except in an emergency when the Lessor has an additional right to enter the Land and prior notice is not required before entry.

## **27 Lessor's right to repair Land**

### **(1) Lessor's right of entry**

The Lessor and persons authorised by the Lessor, including consultants and contractors, may enter the Land, together with tools, equipment and materials, and remain on the Land, at and for such reasonable times as is necessary for the purpose of carrying out repairs and other work, in accordance with this clause.

### **(2) Notice before entry**

Before entering the Land the Lessor shall give to the Lessee not less than seven (7) days prior written notice of the intended date and time of entry, its purpose and the likely duration of the intended work, except in an emergency, when prior notice before entry is not required.

### **(3) Nature of repairs**

The Lessor may carry out repairs, including maintenance, installations, alterations, replacement or renewal, in respect the Land, Services and Facilities to or situated on the Land, in order

- (a) to undertake work which the Lessor is required or desires to carry out in accordance with this Lease;
- (b) to comply with the requirements of any authority;
- (c) to carry out work in conjunction with or to adjoining land which cannot be reasonably undertaken without access from or through the Land;

- (c) The Lessee covenants to repair any damage caused to the Leased Premises by the removal of fixtures, or becoming apparent on their removal, in a workmanlike manner, so as to restore the Leased Premises to its condition before the installation of those fixtures which are removed.
- (d) Those fixtures which the Lessee does not remove within the period specified in paragraph (b) may at the Lessor's option remain permanently affixed to the Leased Premises and be and remain the property of the Lessor.

**(4) Consequences of failure to remove and reinstate**

If the Lessee fails to comply with the obligations under clause 28(1) or (3) within the periods in clause 28(2) or (3)(c)

- (a) the Lessor may cause the removal, reinstatement and repairs to be carried out, and the Lessee is responsible for and shall reimburse the Lessor for the Lessor's reasonable costs and expenses;
- (b) If the Lessor incurs further loss in reletting the Leased Premises by reason of the Lessee's failure, the Lessor may recover from the Lessee the loss of rent and operating expenses which would have been received from a prospective Lessee.

**PART 7 — INSURANCE, INDEMNITIES, DAMAGE AND DESTRUCTION**

**29 Lessee's insurances**

**(1) Lessee's obligations to insure**

The Lessee shall effect and maintain throughout the term of this Lease the following insurances:

**(a) Accommodation and Ancillary Facilities:**

- (i) for the full insurable and replacement value of the Accommodation and Ancillary Facilities erected on the Land ;
- (ii) including for the costs of demolition, site clearance, removal of debris, professional and other costs of planning and other approvals and for reinstating or replacing the any building erected on the Land, and Services and Facilities to the Land;
- (iii) against loss or damage by fire, storm, tempest, earthquake, lightning, explosion, and other risks usually covered under a comprehensive Insurance policy for fire and related risks;

**(b) Public Risk**

A public risk Insurance policy

- (i) in the form of a standard public risk policy or in the form commonly used by the Lessee's insurer and by some other reputable insurers;
  - (A) in the sum in Item 15 in the Reference Schedule in respect of any single event or accident;
  - (B) or for such higher amount as the Lessor, acting reasonably and prudently, may require, during any year of the term of this Lease after the first year of the term of this Lease;

repair or reinstate the damaged or destroyed property, utilising the proceeds from the insurance.

- (b) The Lessee shall pay any additional costs of replacement, repair or reinstatement not covered by the proceeds from the insurance.

### 30 Lessee's conduct relevant to insurance

#### (1) Compliance with fire safety regulations

- (a) The Lessee agrees to comply with the requirements imposed by the Lessor's insurer for the Land and the Accommodation and Ancillary Facilities erected on the Land and under fire safety regulations, in respect of the authorised use by the Lessee of the Land
  - (i) with regard to the installation, repair and maintenance of fire alarms, sprinklers, and fire prevention equipment on the Land and to the Accommodation and Ancillary Facilities erected on the Land, except those provided by the Lessor at or before the commencement of this Lease;
- (b) The Lessee is liable to the Lessor for the reasonable cost of installations and equipment, which the Lessor may install on the Land or to the Accommodation and Ancillary Facilities erected on the Land during this Lease, in order to comply with the requirements under paragraph (a), if the Lessee shall have failed to comply with those obligations in any respect.

### 31 Lessee's indemnities to Lessor

#### (1) Indemnities

The Lessee agrees to indemnify the Lessor from and against any liability, loss, damage, expense or claim, which the Lessor may incur, including to a third party, during or after the term of this Lease, in respect of or arising from:

##### (a) Plate Glass Insurance Excess

Any excess payable by the Lessor for claims relating to damage to plate glass and other glass in windows, doors, shop front, display cases and other fixed glass of any doors, windows or other frames containing the glass of the Accommodation and Ancillary Facilities erected on the Land.

##### (b) Breach of Lease obligations

Loss, damage or injury to property or person occurring within the Accommodation and Ancillary Facilities erected on the Land or on the Land, caused or contributed to by the Lessee's failure (including through the Lessee's agents or employees) to comply with the obligations imposed under this Lease.

##### (c) Misuse of Services or Facilities

The negligent use or misuse by the Lessee (and by its agents or employees) of any Services or Facilities in the Accommodation and Ancillary Facilities erected on the Land or in the Land.

##### (d) Escape of substances

The overflow, leakage or escape of water, gas, electricity, fire, or other materials or substances in the Accommodation and Ancillary Facilities erected on the Land or from the Land, caused or contributed to by the Lessee's (and its agents' or employees') negligence.



## **PART 9 — LESSOR'S COVENANTS, OBLIGATIONS AND RESERVATION OF ENTITLEMENTS**

### **33 Lessor's covenant for quiet enjoyment**

The Lessor covenants with the Lessee that whilst the Lessee complies with the financial and other obligations under this Lease, the Lessee may occupy and have the use and enjoyment of the Land for the term of this Lease without interruption or disturbance from the Lessor and other persons lawfully claiming through or under the Lessor.

### **34 Miscellaneous reservations**

#### **(1) Right to inspect Land**

- (a) The Lessor, its employees, agents and persons authorised by the Lessor, may enter and remain on the Land, for reasonably short periods of time, for the purpose of inspecting the Land and the Accommodation and Ancillary Facilities erected on the Land, with a prospective purchaser or mortgagee of the Land or with a prospective lessee of the Land.
- (b) The right to enter and inspect the Land shall be exercised
  - (i) during the last two months of the lease term, with prospective lessees;
  - (ii) during two hours in any week, to be nominated by the Lessor, with prospective purchasers or mortgagees of the Land.

#### **(2) Passage of Services**

The Lessor reserves the right to maintain the Above and Below Ground Infrastructure and Services to the Land, or the adjoining land, by having those Services pass through or under the Land, and to have access to the Above and Below Ground Infrastructure and Services for the purpose of maintenance, repair or replacement, or to provide additional Services through or under the Land.

### **35 Lessor's entitlement to alter Building or common areas**

#### **(1) Work on Land**

The Lessor may carry out any work on the Land, but without that work altering or interfering with the Land.

#### **(2) Extent of work**

The Lessor is entitled to

- (a) add to and alter the car parking facilities, alter their location and the direction and access to those facilities;
- (b) alter the access to the Land, including for pedestrians or for vehicles.

## **PART 10 — DEFAULT AND TERMINATION**

### **36 Lessee's obligation to yield up Land**

The Lessee agrees, immediately on the expiry or legally effective termination of this Lease, to yield up possession and control over the Land to the Lessor, in the condition and state of repair as required under this Lease.

- (b) granted by the Lessee for valuable consideration (the grant of this Lease by the Lessor), to secure the performance of the Lessee's obligations and the Lessor's proprietary interest over the Land.

**(3) Extent of power**

The Lessor as the Lessee's attorney and in the name and on behalf of the Lessee may

- (a) remove from the Land, store and sell, any plant, equipment, chattels and other property left on the Land by the Lessee, after the Lessee has vacated the Land and this Lease is terminated or has expired;
- (b) surrender this Lease, after
  - (i) the Lessor has become entitled to terminate this Lease; and
  - (ii) the Lessee vacates or abandons the Land; or
  - (iii) the Lessor terminates this Lease by serving notice of termination;
- (c) withdraw any caveat lodged by the Lessee in respect of this Lease, after the Lessor effectively terminates this Lease.

**(4) The Lessor may**

- (a) act as attorney under this clause during the continuance of this Lease and during the period of the number of months in Item 16 in the Reference Schedule after the termination of this Lease;
- (b) register this Lease (or lease provision) as a power of attorney, at any time including after the termination of this Lease, if that is required for the exercise of any power;
- (c) ratify and confirm any power when exercised under this clause, as attorney and agent for the Lessee.

**40 Waiver**

**Demand and acceptance of rent and other financial obligations**

After the Lessee is in default or breach under this Lease, including in breach of an essential term of this Lease, the demand or acceptance from the Lessee by the Lessor of arrears or of any late payment of rent, rates, taxes, outgoings, operating expenses, or other financial obligations does not

- (a) preclude the Lessor from exercising any rights or remedies under this Lease, including enforcing or terminating this Lease;
- (b) constitute a waiver of the essentiality of the Lessee's obligation to make those payments;
- (c) waive the Lessee's continuing obligation to make those payments during the lease term.

**(2) Termination after default**

The Lessor may terminate this Lease, after a default by the Lessee in accordance with clause 42(1), and continuance of the default, after the Lessor shall have served a legally effective notice of breach of covenant (if required) by

- (a) re-entering and taking possession of the Land, using reasonable force to secure possession;
- (b) serving on the Lessee written notice terminating this Lease;
- (c) instituting proceedings for possession against the Lessee;
- (d) taking the actions in both (a) and (b) or in (b) and (c).

except that when section 81(1) of the Property Law Act 1969 applies, the Lessor may only terminate this Lease if the Lessor has first given to the Lessee a notice which complies with that section and the Lessee has failed to comply with that notice.

**43 Lessor's entitlement to damages****(1) Damages for breach or for repudiation**

- (a) In the event that the Lessee's conduct (whether acts or omissions) constitutes
  - (i) a repudiation of this Lease (or of the Lessee's obligations under this Lease);
  - (ii) a breach of any Lease covenants;
  - (iii) a breach of an essential term of this Lease;

the Lessee covenants to compensate the Lessor for the loss or damage suffered by the Lessor as a consequence of the repudiation or breach, whether this Lease is or is not terminated for the repudiation, breach or on any other ground.

- (b) The Lessor's entitlement to damages is in addition to any other remedy or entitlement, including termination of this Lease.
- (c) The Lessor is entitled to recover damages against the Lessee in respect of the repudiation or breach of covenant or essential term for the loss suffered by the Lessor during the term of this Lease, including the periods before and after termination of this Lease.
- (d) The Lessor's entitlement to recover damages is not affected or limited by any of the following:
  - (i) if the Lessee abandons or vacates the Land;
  - (ii) if the Lessor elects to re-enter or to terminate the Lease;
  - (iii) if the Lessor accepts the Lessee's repudiation;
  - (iv) if the parties' conduct constitutes a surrender by operation of law.

**(2) Additional entitlements of Lessor**

The Lessor's entitlement to damages is in addition to

- (a) the entitlement to recover rent, rates, taxes, outgoings and operating expenses until the date of expiry or termination of this Lease;

**PART 11 — MISCELLANEOUS****45 Service of notices.****(1) Notice**

Any notice, document or demand (called "notice") under this Lease shall be served in accordance with this clause.

**(2) Signature of notice**

The notice shall be in writing, signed by the party giving it, or by the party's duly authorised officer (if a corporation), agent or solicitor.

**(3) Service of notice**

A notice may be served on a party to this Lease, including their successors, assigns, and guarantors

- (a) by personal delivery to that party or if more persons than one are lessors or lessees to any one of them;
- (b) by delivering the notice to the Land and leaving it with an employee of the Lessee;
- (c) by delivering the notice to the Lessor's business address and leaving it with an employee of the Lessor;
- (d) by sending it, addressed to the party at that party's address stated in Item 18 in the Reference Schedule, by prepaid security post or certified post;

**(4) Time of service**

A notice is considered to have been served

- (a) at the time of delivery;
- (b) on the third Business day after the day on which it is posted, the first Business day being the day of posting, whether received by the party or not.

**46 Special Conditions**

- (a) This Lease includes the Special Conditions set out in Item 20 of the Reference Schedule;
- (b) To the extent of any conflict between the Special Conditions set out in Item 20 of the Reference Schedule and the other terms and conditions of this Lease, the Special Conditions prevail

**First Term of renewal (clause 7(6)(a)):**

Three (3) years commencing 1 July 2015 and expiring on 30 June 2018.

**Second Term of renewal (clause 7(6)(a)):**

Three (3) years commencing 1 July 2018 and expiring 30 June 2021.

**Lessor's written notice of current market rent (clause 7(6)(b)(i)):**

To be given 30 days after exercise of option.

**Time for Lessee's acceptance of Lessor's assessment of current market rent (clause 7(6)(b)(ii)):**

14 days

**Time for adjustment of rent after rent determination (clause 7(7)(b)):**

30 days

**Item 10 (clause 8)****Rent:**

- (a) \$10,000.00 (exclusive of GST) per calendar month payable in advance for the first six months of the Lease from 1 July 2012 to 31 December 2012; and
- (b) For the period from 1 January 2013 until the expiry or termination of the Lease rent will be paid on a monthly basis in arrears in accordance with clause 8(2) of this Lease. For the purposes of this calculation at the commencement date of the Lease Base Rent shall be \$100.00 (exclusive of GST) per month and Occupancy Rate shall be \$3.50 (exclusive of GST) per occupied room per night.

**Item 11 (clause 11)****Review Dates (clause 11(1)):****Date**

1 July 2013

1 July 2014

1 July 2015

**Review Basis**

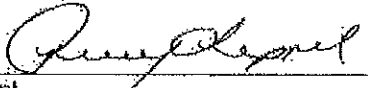
CPI Review of both Base Rent and Occupancy Rate

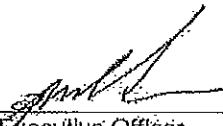
CPI Review of both Base Rent and Occupancy Rate

Market Review on Base Rent and CPI Review of Occupancy Rate

Executed as a Deed**Executed by the Lessor:**

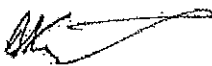
THE COMMON SEAL of  
**THE SHIRE OF MORAWA**  
 was affixed in the presence of;

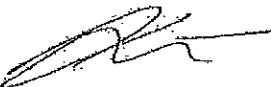
  
 President  
**KAREN J. CHAPPEL**  
 President's Full Name

  
 Chief Executive Officer  
**David Williams**  
 A/Chief Executive Officers Full Name

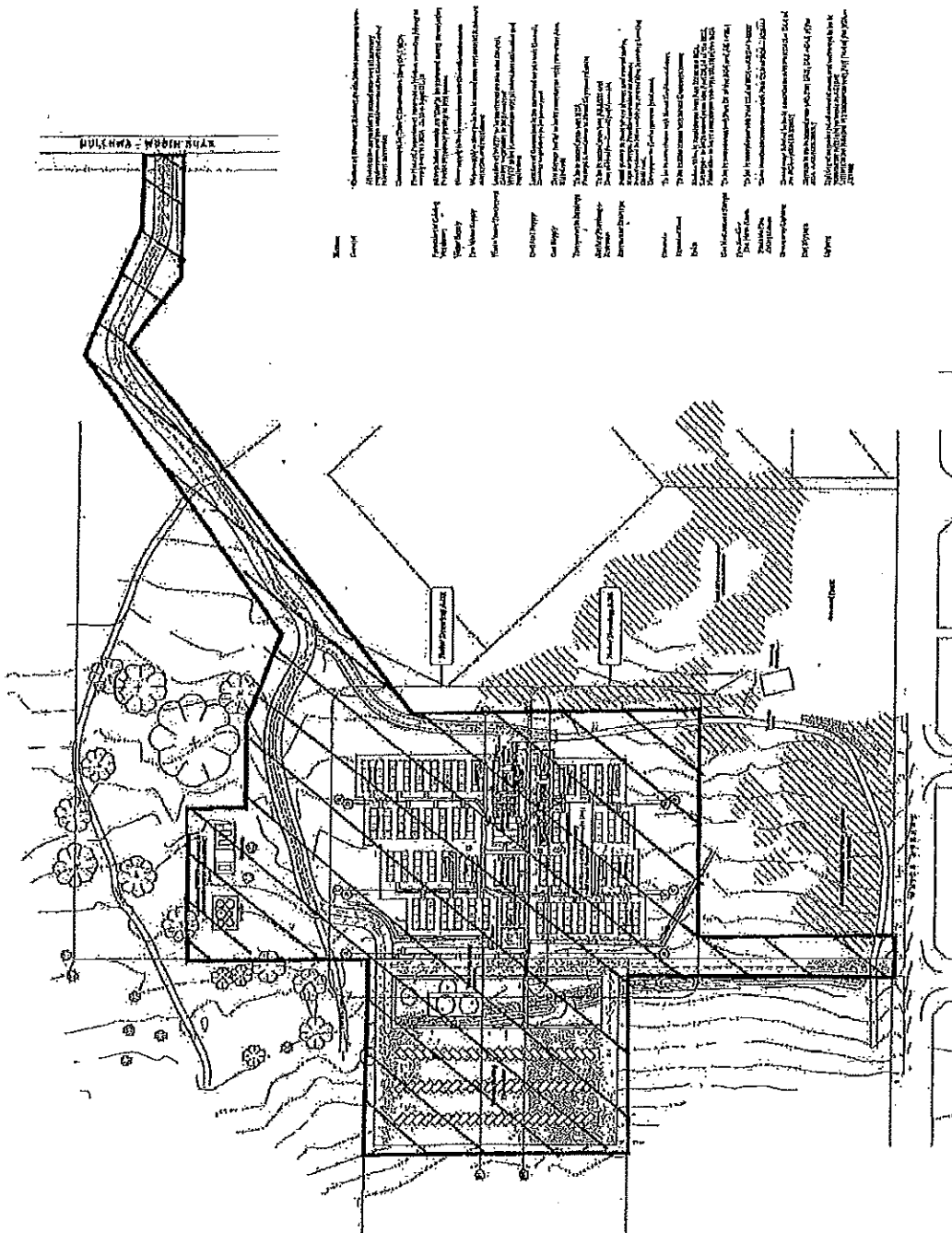
Executed by the Lessee

EXECUTED on behalf of  
**Ausco Modular Pty Ltd (ACN 010 654 994)**  
 in accordance with section 127(1) of the  
 Corporations Act 2001 by authority of its  
 directors

  
 Signature of Director  
**Benjamin Philip Knight**  
 Director's Full Name

  
 Signature of Director/Secretary  
**Adrian Mollath**  
 Director/Secretary's Full Name

# ANNEXURE A



MYL B115

[illegible]

<i>Item No/ Subject:</i>	<b>7.2.3.2 Adoption of Draft Local Planning Policy 18 – Shipping Containers</b>
<i>Date of Meeting:</i>	<b>17 May 2018</b>
<i>Date &amp; Author:</i>	<b>2 May 2018 – Samantha Appleton</b>
<i>Responsible Officer:</i>	<b>Samantha Appleton – Executive Manager Development and Administration</b>
<i>Applicant/Proponent:</i>	<b>Samantha Appleton – Executive Manager Development and Administration</b>
<i>File Number:</i>	<b>LP.PLN.3</b>
<i>Previous minute/s &amp; Reference:</i>	<b>Resolution 180409 April 2018 Ordinary Meeting of Council</b>

### **SUMMARY**

Council to resolve to advertise a draft planning policy relating to the placement of shipping containers within the Shire of Morawa.

### **DECLARATION OF INTEREST**

Nil

### **ATTACHMENTS**

Attachment 1 - 7.2.3.2a Draft Local Planning Policy 18

### **BACKGROUND INFORMATION**

At the April Ordinary Meeting of Council an application to place a shipping container on a lot zoned residential was presented to Council. Part of the agenda item made note of an absence of any planning policies that define and control the use of shipping containers.

In the absence of a policy, this type of development is considered to be an outbuilding under the R Codes and is treated in a similar manner to any application for an outbuilding such as a shed or other ancillary structure. The only reason the shipping container was presented to Council was due to the wall height of the structure, otherwise the container would have only been subject to building approval requirements.

### **OFFICER'S COMMENT**

In the absence of a policy, Council is unable require certain conditions to be met to issue development approval. The proposed policy has been prepared in order to provide



guidance when considering requests to place these structures in the Shire of Morawa with regard to amenity.

The proposed policy takes into account requirements such as setbacks, the location of services and allows for the imposition of screening as a condition of approval.

### **COMMUNITY CONSULTATION**

A 21 day advertising period is required prior to final adoption of the policy.

### **COUNCILLOR CONSULTATION**

Nil

### **STATUTORY ENVIRONMENT**

#### **Planning and Development (Local Planning Schemes) Regulations 2015**

#### **4. Procedure for making local planning policy**

- (1) If the local government resolves to prepare a local planning policy the local government must, unless the Commission otherwise agrees, advertise the proposed policy as follows —
  - (a) publish a notice of the proposed policy in a newspaper circulating in the Scheme area, giving details of —
    - (i) the subject and nature of the proposed policy; and
    - (ii) the objectives of the proposed policy; and
    - (iii) where the proposed policy may be inspected; and
    - (iv) to whom, in what form and during what period submissions in relation to the proposed policy may be made;
  - (b) if, in the opinion of the local government, the policy is inconsistent with any State planning policy, give notice of the proposed policy to the Commission;
  - (c) give notice of the proposed policy in any other way and carry out any other consultation the local government considers appropriate.
- (2) The period for making submissions in relation to a local planning policy must not be less than a period of 21 days commencing on the day on which the notice of the policy is published under subclause (1)(a).
- (3) After the expiry of the period within which submissions may be made, the local government must —
  - (a) review the proposed policy in the light of any submissions made; and
  - (b) resolve to —
    - (i) proceed with the policy without modification; or
    - (ii) proceed with the policy with modification; or
    - (iii) not to proceed with the policy.

- (4) If the local government resolves to proceed with the policy, the local government must publish notice of the policy in a newspaper circulating in the Scheme area.
- (5) A policy has effect on publication of a notice under subclause (4).
- (6) The local government —
  - (a) must ensure that an up-to-date copy of each local planning policy made under this Scheme is kept and made available for public inspection during business hours at the offices of the local government; and
  - (b) may publish a copy of each of those local planning policies on the website of the local government.

## **Shire of Morawa Local Planning Scheme No.2**

### **8.6 PLANNING POLICIES**

- 8.6.1 The Council may prepare a planning policy (herein after called 'a Policy') which may make a provision for any matter related to the planning or development of the Scheme Area and which may be prepared so as to apply:
  - (a) generally or in a particular class of matter or in particular classes of matters; and
  - (b) throughout the Scheme Area or in one or more parts of the Scheme Area
 and may amend or add to or rescind a Policy so prepared.
- 8.6.2 A Policy shall become operative only after the following procedures have been completed:
  - (a) The Council having prepared and adopted a draft Policy shall publish a notice once a week for two consecutive weeks in a local newspaper circulating within the Scheme Area giving details of where the draft Policy may be inspected, and in what form and during what period (being not less than 21 days) submissions may be made.
  - (b) Policies which the Council considers may be inconsistent with other provisions of the Scheme or with State and regional planning policies are to be submitted to the Commission for consideration and advice.
  - (c) The Council shall review the draft Policy in the light of any submissions made and advice received and shall then resolve either to finally adopt the draft Policy with or without modification, or not to proceed with the draft Policy.
  - (d) Following final adoption of a Policy, notification of the final adoption shall be published once in a newspaper circulating within the Scheme Area.
- 8.6.3 The Council shall keep copies of any Policy with the Scheme documents for public inspection during normal office hours.

- 8.6.4 An amendment or addition to a Policy may be made after the Policy has become operative and shall be made in the same manner as provided for the making of a Policy in sub-clause 8.6.2.
- 8.6.5 A Policy may be rescinded by:
- (a) preparation or final adoption of a new Policy pursuant to this clause, specifically worded to supersede an existing Policy; and
  - (b) publication of a formal notice of rescission by the Council twice in a local newspaper circulating in the district.
- 8.6.6 A Policy shall not bind the Council in respect of any application for planning approval but the Council shall have due regard to the provisions of the Policy and the objectives which the Policy is designed to achieve before making its decision.
- 8.6.7 Any Policy prepared under this clause shall be consistent with the Scheme and where any inconsistency arises the Scheme shall prevail.

### **POLICY IMPLICATIONS**

Nil

### **FINANCIAL IMPLICATIONS**

Nil

### **STRATEGIC IMPLICATIONS**

Shire of Morawa – Strategic Community Plan

1.7 Attractive and well maintained buildings and streetscapes.

### **RISK MANAGEMENT**

Should the policy not be adopted there is a risk that shipping containers less than 2.4m high will be able to be placed on properties within the Shire of Morawa without development approval. There is also the risk that the setting of conditions to meet amenity requirements will be unable to be enforced.

### **VOTING REQUIREMENTS**

Simple Majority

## **OFFICER'S RECOMMENDATION**

That Council, pursuant to clause 4 of 'Division 2 – Local planning policies' under 'Part 2 – Local planning framework' of 'Schedule 2 – Deemed provisions for local planning schemes' of the Planning and Development (Local Planning Schemes) Regulations 2015, resolves;

1. To advertise the draft Local Planning Policy: Shipping Containers for a public comment period of not less than 21 days;
2. Following public advertising of the draft Local Planning Policy: Shipping Containers, that the proposed policy and any submissions lodged with the Shire of Morawa during the public advertising period are returned to Council for further consideration and adoption.

## **COUNCIL RESOLUTION**

**180412**                      **Moved:        Cr Coaker**  
                                 **Seconded: Cr Carslake**

That Council, pursuant to clause 4 of 'Division 2 – Local planning policies' under 'Part 2 – Local planning framework' of 'Schedule 2 – Deemed provisions for local planning schemes' of the Planning and Development (Local Planning Schemes) Regulations 2015, resolves;

1. To advertise the draft Local Planning Policy: Shipping Containers for a public comment period of not less than 21 days;
2. Following public advertising of the draft Local Planning Policy: Shipping Containers, that the proposed policy and any submissions lodged with the Shire of Morawa during the public advertising period are returned to Council for further consideration and adoption.

**CARRIED 4/2**



# Shipping Containers

## Local Planning Policy 18.0

VERSION 1

### 1.0 CITATION

This is a local planning policy prepared under the *Planning and Development (Local Planning Schemes) Regulations 2015* and the Shire of Morawa Local Planning Scheme No. 2 ('the Scheme'). It may be cited as the *Shipping Containers local planning policy*.

The local government may prepare a local planning policy in respect of any matter related to the planning and development of the Scheme area. In making a determination under the Scheme the local government must have regard to each relevant local planning policy to the extent that the policy is consistent with the Scheme.

### 2.0 OBJECTIVES

- a) To establish guidelines for the assessment of proposals to place shipping containers or other similar relocatable storage units on land within the municipality.
- b) To ensure an acceptable standard of development is achieved that does not detrimentally affect the amenity of the locality.

### 3.0 POLICY MEASURES

- 3.1 The placement of a shipping container or other similar relocatable storage units on land requires the development approval of the local government as it is considered to fall within the definitions of 'building' and therefore, 'development' under the Scheme. Development approval is not required where the structure is being used for the temporary storage of plant, machinery or building equipment on a building site where a building permit is current and construction is taking place (6 months maximum).
- 3.2 It is considered that shipping containers (or other similar relocatable storage units) can have an adverse effect on the visual amenity of an area, and therefore there is a need to ensure appropriate development standards in order to safeguard the visual impact of shipping containers on the streetscape.
- 3.3 For the purposes of assessment and approval, the local government will classify a shipping container as per its proposed use. For example, where the intention is to place it on residential land for storage associated with an existing dwelling, it would be classified as an outbuilding, while a shipping container proposed to be used as a café would be classified as a restaurant.
- 3.4 Other than on industrial land no more than 1 shipping container is permitted and

shall not exceed 6m in length, 2.4m in width and 2.6m in height.

3.5 In order for the local government to issue development approval, the applicant must address that the proposed shipping container or other similar relocatable storage unit will (at a minimum):

- a) not result in a detrimental impact on the amenity of the land or any adjoining land or development;
- b) not impinge on any boundary setbacks, as required by the Scheme, or be located in front of the building line, or be visually prominent from any public road;
- c) not compromise any associated approved development or use by:
  - impinging on any car parking bays required to satisfy the minimum car parking requirement for the associated approved development or use;
  - being located within an existing service yard or bin storage area;
  - obstructing any existing access or visual truncation provided to an accessway, pedestrian or traffic;
- d) be in good repair with no visible rust marks, a uniform colour to complement the building to which it is ancillary or surrounding natural landscape features; and
- e) be appropriately screened (vegetation or otherwise), where considered necessary by the local government, in order to meet a. above and the objectives of this policy.

3.6 Where the placement of a shipping container is other than a “P” or a “SA” use under the requirements of the LPS No. 2 Scheme, the application for a shipping container, or similar relocatable storage units will be advertised in accordance with the Scheme requirements.

#### 4.0 DEFINITIONS

**Shipping Container** shall include other similar relocatable ‘box-type’ storage units. A shipping container modified for the purpose of human habitation is exempt from this policy but subject to the necessary approvals for a dwelling (e.g. R-Codes assessment).

<i>Item No/ Subject:</i>	<b>7.2.3.3 Disability Access and Inclusion Plan Progress Report</b>
<i>Date of Meeting:</i>	<b>17 May 2018</b>
<i>Date &amp; Author:</i>	<b>3 May 2018 - Samantha Appleton</b>
<i>Responsible Officer:</i>	<b>Executive Manager Development and Administration - Samantha Appleton</b>
<i>Applicant/Proponent:</i>	<b>Disability Services Commission</b>
<i>File Number:</i>	<b>CP.ACC.1</b>
<i>Previous minute/s &amp; Reference:</i>	<b>18 May 2017</b>

### **SUMMARY**

This report recommends that Council endorses the Disability Access & Inclusion Plan (DAIP) progress report for 2017-18.

### **DECLARATION OF INTEREST**

Nil

### **ATTACHMENTS**

Attachment 1 - 7.2.3.2a – DAIP Progress Report  
Attachment 2 - 7.2.3.2b – Disability Access Inclusion Plan

### **BACKGROUND INFORMATION**

Council has an obligation under the Disability Services Act 1993 to prepare and provide a progress report on the Disability Access & Inclusion Plan by 30 June each year.

The plan was last revised in 2014 and was lodged with the Disability Services Commission. Council adopted the revised plan in September 2015 following the Better Compliance Process Review it was discovered that the revised DAIP had not been submitted to council for approval.

The Act was amended in December 2004 and now Local Governments are now required to develop and implement Disability Access and Inclusion Plans (DAIP's).

## **OFFICER'S COMMENT**

The current DAIP is compliant and is designed to ensure that people with a disability have the same opportunities as other people to access services and facilities and to obtain and maintain employment with a public authority.

The requirements of the DAIP's build on the previous Disability Service Plans so that people with disabilities can access services provided by public authorities in a way that facilitates increased independence, opportunities, and inclusion within the community.

The progress report has identified that the Shire of Morawa is generally compliant with the required outcomes of the plan and identifies where improvements can be made.

## **COMMUNITY CONSULTATION**

Nil

## **COUNCILLOR CONSULTATION**

Nil

## **STATUTORY ENVIRONMENT**

Disability Services Act 1993, Section 29  
Local Government Act 1995

## **FINANCIAL IMPLICATIONS**

Generally most actions are within budgetary provisions.

## **STRATEGIC IMPLICATIONS**

Shire of Morawa Strategic Community Plan  
3.1 Services and facilities that meet the need of the community.

## **RISK MANAGEMENT**

There is an inherent risk that there are a number constraints on staff time to manage the DAIP implementation and annual reporting thereof. There is also the risk that resources will become stretched as a direct result of fulfilling these requirements.

## **VOTING REQUIREMENTS**

Simple Majority



## **OFFICER'S RECOMMENDATION**

That pursuant to the Disability Services Act 1993, Section 29, Council resolve to endorse:

1. The review of the Disability Access & Inclusion Plan progress report for 2017-18 as per attachment 7.2.3.3a; and
2. Actions be undertaken to address strategies identified as ineffective in the period prior to the next review taking place.

## **COUNCIL RESOLUTION**

**180413**                      **Moved:        Cr Stokes**  
                                 **Seconded: Cr Coaker**

That pursuant to the Disability Services Act 1993, Section 29, Council resolve to endorse:

1. The review of the Disability Access & Inclusion Plan progress report for 2017-18 as per attachment 7.2.3.3a; and
2. Actions be undertaken to address strategies identified as ineffective in the period prior to the next review taking place.

**CARRIED 6/0**

Department of **Communities**

## Disability Access and Inclusion Plan (DAIP) Progress Reporting 2017-2018

### Contact details

**Organisation:** Shire of Morawa  
**Contact person:** Samantha Appleton  
**Phone number:** 0899 711204  
**Email:** em@morawa.wa.gov.au

### Outcome 1: Services and events

Number of strategies planned:	4
Strategies implemented and highly effective:	4
Strategies implemented and somewhat effective:	0
Strategies implemented but ineffective:	0
Strategies implemented but not evaluated:	0
Strategies not implemented:	0

#### Strategies and achievements for Outcome 1:

Customers are encouraged to provide feedback on all services. The library continued to provide reading materials in varying formats. Access and inclusion are a consideration when policies are being developed and events are being planned.

### Outcome 2: Buildings and other facilities

Number of strategies planned:	5
Strategies implemented and highly effective:	3
Strategies implemented and somewhat effective:	2
Strategies implemented but ineffective:	0
Strategies implemented but not evaluated:	0
Strategies not implemented:	0

#### Strategies and achievements for Outcome 2:

Some older buildings have access issues which will need to be addressed when upgrades are able to be done. Frequently used public buildings have good access. ACROD parking is available and clearly marked at important locations. Parks and reserves are accessible. A photo of a new ramp constructed to meet access requirements at the Morawa Oval is attached.

### **Outcome 3: Information**

Number of strategies planned:	3
Strategies implemented and highly effective:	0
Strategies implemented and somewhat effective:	1
Strategies implemented but ineffective:	1
Strategies implemented but not evaluated:	1
Strategies not implemented:	0

#### **Strategies and achievements for Outcome 3:**

The availability of documentation in alternative format is detailed on some public documents. Staff will endeavor to provide information in alternative formats on request using the assistance of relevant agencies. The Shire of Morawa website is developed and maintained through the Western Australian Local Government Association using formatting standard to most local governments in Western Australia. It is expected that improvements to accessibility for the website will be introduced in the future as part of an overall revamp of the website.

### **Outcome 4: Level and quality of service**

Number of strategies planned:	3
Strategies implemented and highly effective:	1
Strategies implemented and somewhat effective:	2
Strategies implemented but ineffective:	0
Strategies implemented but not evaluated:	0
Strategies not implemented:	0

#### **Strategies and achievements for Outcome 4:**

Staff have had some training in relation to awareness and service provision to persons with disability. Accessibility is a consideration when decisions are made. Advice is sought to meet the access requirements of persons with disability when needed.

## **Outcome 5: Complaints**

Number of strategies planned:	1
Strategies implemented and highly effective:	1
Strategies implemented and somewhat effective:	0
Strategies implemented but ineffective:	0
Strategies implemented but not evaluated:	0
Strategies not implemented:	0

### **Strategies and achievements for Outcome 6:**

The public are able to lodge grievances with the Shire in writing or through the Shire Website. Where this is not accessible, staff will provide assistance or provide other means to lodge grievances on request.

## **Outcome 6: Consultation**

Number of strategies planned:	4
Strategies implemented and highly effective:	4
Strategies implemented and somewhat effective:	0
Strategies implemented but ineffective:	0
Strategies implemented but not evaluated:	0
Strategies not implemented:	0

### **Strategies and achievements for Outcome 6:**

The Shire of Morawa has been proactive in seeking community input and participation in its strategic direction. This has included encouraging the public to attend community forums at accessible locations and providing information in various formats and by word of mouth on a regular basis to encourage the interaction of all of the community with the Shire.

## **Outcome 7: Employment**

Number of strategies planned:	3
Strategies implemented and highly effective:	2
Strategies implemented and somewhat effective:	1
Strategies implemented but ineffective:	0
Strategies implemented but not evaluated:	0
Strategies not implemented:	0

### **Strategies and achievements for Outcome 7:**

The Shire has recruited management staff using professional recruitment agencies that have an awareness and ability to use inclusive recruitment practices. Other positions are advertised locally using various formats and staff have worked with new employees to enable them to do their work to the best of their ability through mentoring and the making of minor adjustments where needed. Where staff may develop a disability or have a long term injury, the Shire has access to consultants that can assist in the restructuring of work and in making the required workplace changes where possible.

## **Agents and Contractors**

### **How you informed Agents and Contractors about your DAIP:**

Provided a link to the DAIP on your website

### **How Agents and Contractors report progress of outcomes to you:**

We have not requested agencies and contractors to report to us.

### **Significant DAIP strategies undertaken by your organisation's Agents and Contractors:**

## **Challenges**

**Challenges you experienced with strategies that were planned but not implemented:**

Budgetary constraints

**Other information about the challenges your organisation faced:**

# SHIRE OF MORAWA



## DISABILITY ACCESS AND INCLUSION PLAN JUNE 2013-2018 Reviewed June 2014

This plan is available in alternative formats such as large print, electronic format (disk or emailed), on request.

# **Disability Access and Inclusion Plan for the Shire of Morawa**

## **1.0 Background**

### **1.1 The Shire of Morawa**

The Shire of Morawa is situated in the North Midlands area due North of Perth and East South East of Geraldton. It is joined by the Shires of Mullewa to the North, Perenjori to the South, Mingenew and Three Springs to the West and Yalgoo to the East.

Morawa townsite is approximately 370 km by road North of Perth (via Three Springs) and 180 km from Geraldton. The townsite is 114 kms east of the coastal town of Dongara.

The population of Morawa townsite is estimated at 600 people and 460 for the rest of the Shire. The population has been declining over recent years (up until 1991) but has remained stable since. About 3% of the population are Aboriginal.

The Shire has a total area of 352,800 ha, (3,528 km<sup>2</sup>) consisting of agricultural and pastoral land, mining leases, Crown land and reserves and the townsites of Morawa, Canna, Gutha, Pintharuka and Koolanooka. Agriculture in the region consists of mixed farming practises, wheat and other cereals, wool, sheep, cattle and pigs, lupins, course grains, sandalwood, emus, goats, flowers, eucalyptus oil mallees and tea trees.

Substantial mining exploration has occurred in the east of the Shire, including dolomite. There is the Koolanooka Minesite has become operational again as part of the Midwest Iron and Steel project.

**In 2011 Morawa town was announced as a Super town to provide support as a sub-regional centre to the region. Broad community consultation was carried out to provide input into producing the Morawa Super-town growth and Implementation Plan. The plan includes built form and public realm strategies to address all the communities' needs for the future.**

### **1.2 Functions, facilities and services provided by the Shire of Morawa**

The Shire of Morawa provides;

#### **Services to properties including-**

- Construction and maintenance of shire owned roads, buildings, footpaths, walk trails, rubbish collection and disposal, caring of trees, street lighting, and bushfire control.



**Services to community include-**

- Provision and maintenance of recreation grounds, playing areas, and reserves, management of community centre, library and information services.

**Regulatory services include-**

- Planning, building and ranger services. Planning of roads and subdivisions in accordance with the town planning scheme, building approvals for construction, additions and alterations. Ranger services, including enforcement of local laws, dog, litter and pools/spas inspections.

**General Administration including-**

- The provision of general information to the public, rates notices, vehicle licensing.

**Process of Government including-**

- Ordinary and special council meetings, committee meetings, electors meetings and election of councilors.

**1.3 People with a disability in the Shire of Morawa**

There is a small estimate of people with disability living within the Shire. The ABS figures were inconclusive of the number of people with disability in the Shire, however the officers, council and community are aware there are people with disability who live in the community,

**1.4 Planning for better access**

The Western Australian Disability Services Act (1993) requires all Local Governments to develop and implement a Disability Access and Inclusion Plan (DAIP) to ensure that people with disability have equal access to facilities and services.

Other legislation underpinning access and inclusion includes the Western Australia Equal Opportunity Act (1984) and the Commonwealth Disability Discrimination Act 1992 (DDA), both of which make discrimination on the basis of a persons disability illegal.

Since the adoption of the Disability Services Plan, the Shire has implemented many initiatives and made significant progress towards better access within the Shire of Morawa, these are as follows;

**Improvement of existing functions, facilities and services to meet the needs of people with a disability.**

- Talking books positioned in a clearly designated and easily accessible section of the library.

- Building surveyors and planners have assisted in increasing disability access awareness of developers, and the introduction of disabled access to all newly constructed or altered public buildings, including playground and recreational areas.

**Opportunities provided for people with a disability to participate in public consultations, grievance mechanisms and decision making processes are provided.**

- Council services, functions and facilities are available on request in large print, and computer disc alternative formats.
- Council ensured that voting for municipal elections takes place in accessible buildings and that alternative voting arrangement is available where required.

## **2.0 Access and Inclusion Policy Statement**

The Shire of Morawa is committed to ensuring that the community is an accessible community for people with disability, their families and carers, via the following;

- The Shire of Morawa believes that people with disability, their families and carers who live in country areas should be supported to remain in the community of their choice.
- The Shire of Morawa is committed to consulting with people with disability, their families and carers and, where required, disability organisations to ensure that barriers to access are addressed appropriately.
- The Shire of Morawa is committed to ensuring that its agents and contractors work towards the desired outcomes in the Disability Access and Inclusion Plan.

The Shire is also committed to achieving the seven standards of its disability access and inclusion plan which are as follows;

1. Provide a means of ensuring that people with disability have the same opportunities as others to access the services of, and any event organised by the Shire of Morawa.
2. Provide a means of ensuring that people with disability have the same opportunities as others to access buildings and other facilities of the Shire of Morawa.
3. Provide a means of ensuring that people with disability receive information from the Shire in a format that will enable them to access information as readily as others are able to.
4. Provide a means of ensuring that people with disability receive the same level and quality of service from the staff of the Shire of Morawa.
5. Provide a means of ensuring that people with disability have the same opportunities as others to make complaints to the Shire of Morawa.
6. Provide a means of ensuring that people with disability have the same opportunities as others to participate in any public consultation with the Shire of Morawa.

7. People with disability have the same opportunities as other people to obtain and maintain employment with a public authority.

### 3.0 Strategies to Improve Access and Inclusion

The Shire of Morawa is committed to achieving the following outcomes.

Timeliness of these outcomes is addressed in the implementation table in section five (5) of this DAIP document.

**The a number of the strategies listed in the listed outcomes in the plan have been reported as completed, but remain in the plan to provide a reminder of service delivery within the whole of the community**

#### Outcome 1

People with disability have the same opportunities as other people to access the services of, and any events organised by a public authority.

Strategies
Ensure people with disability are provided with an opportunity to comment on access to services.
Make library technology as accessible as possible.
Council will ensure that any events are organised so that they are accessible to people with disability.
Council will ensure that all policies and practices that govern the operation of Council facilities, functions, and services are consistent with Council Policy regarding access.

#### Outcome 2

People with disability have the same opportunities as other people to access the buildings and other facilities of a public authority.

Strategies
Ensure all buildings and facilities are physically accessible to people with disability.
Ensure that all new or redevelopment works provide access to people with disability, where practicable.
Ensure adequate ACROD parking to meet the demand of people with disability in terms of quantity, quality, and location.
Ensure that parks and reserves are accessible.
Ensure that public toilets meet the associated accessibility standards.

#### Outcome 3

People with disability receive information from a public authority in a format that will enable them to access the information as readily as other people are able to access it.

<b>Strategies</b>
Improve community awareness that Council information can be made available in alternative formats upon request, such as large print..
Improve staff awareness of accessible information needs and how to obtain information in other formats.
Ensure that the Shires website meets contemporary and universal design practices.

#### **Outcome 4**

People with disability receive the same level and quality of service from the staff of a public authority as other people receive from the staff of that public authority.

<b>Strategies</b>
Improve staff awareness of disability and access issues and improve skills to provide good service to people with disability.
Improve the awareness of new staff and new Councilors about disability and access issues.
When required, Council will seek expert advice from the disability field on how to meet the access needs of people with disability.

#### **Outcome 5**

People with disability have the same opportunities as other people to make complaints to a public authority.

<b>Strategies</b>
Council will ensure that current grievance mechanisms are accessible for people with disability and are acted upon.

#### **Outcome 6**

People with disability have the same opportunities as other people to participate in any public consultation by a public authority.

<b>Strategies</b>
Improve community awareness about the consultation process in place.
Improve access for people with disability to the established consultative process of Council.
Seek broad range of views on disability and access issues from the local community.
Commit to ongoing monitoring of the DAIP to ensure implementation and satisfactory outcomes.

#### **Outcome 7**

People with disability have the same opportunities as other people to obtain and maintain employment with a public authority.

Strategies
Use inclusive recruitment practices.
Improve methods of attracting, recruiting and retaining people with disability
Work with key disability employment support provider(s) to employ a person with a disability

## **4.0 Development of the Disability Access and Inclusion Plan**

### **4.1 Responsibility for the planning process**

Two (2) council officers were given responsibility to oversee the development and implementation, review and evaluation of the plan and efforts have been made to include the participation of a person with a disability.

### **4.2 Community consultation**

In 2006, 2013 and in 2014 (to include outcome 7) the Shire of Morawa undertook to review its Disability Services Plan (1999), and consult with key stakeholders to draft a new Disability Access and Inclusion Plan to guide further improvements for access and inclusion.

The process included:

- Examination of the initial Disability Services Plan and review to see what has been achieved and what still needs work
- Examination of other council documents and strategies
- Investigation of current good practice in access and inclusion
- Consultation with key staff; and
- Consultation with the community
- Advertising in the Western Australian Newspaper and the local paper.

The community was advised that Council was developing a disability access and inclusion plan to address the barriers that people with disability and their families experience in accessing council functions, facilities and services, and invited to contact Council officers in June 2007, 2011, 2013 and again in 2014 to discuss and submit comments on the DAIP (2007).

### **4.3 Findings of the consultation**

While the review and consultation noted a level of achievement in improving access it also identified a range of barriers that requires redress. These include:

- Processes of Council may not be as accessible as possible
- Events may not always be held in a manner and location that best facilitates the participation of people with disability.
- Staff may be uninformed or lacking in confidence to adequately provide the same level of service to people with disability

The identification of these barriers informed the development of strategies in the Disability Access and Inclusion Plan. The barriers have been prioritised in order of importance, which assists setting timeframes for the completion of strategies to overcome these access barriers.

### **4.4 Responsibility for implementing the DAIP**

Implementation of the DAIP is the responsibility of all areas of the Shire of Morawa. The Disability Services Act (1993) requires all public authorities to take all practical measures to ensure that the DAIP is implemented by its officers, employees, agents and contractors.

### **4.5 Communication of the plan to staff and people with disability**

The community has been advised through the Annual Electors report, the local media (newspaper) that copies of the plan are available to the community upon request and in alternative formats if required.

The Shire of Morawa website also provides a copy of the plan.

As plans are amended Shire employees and the community will be advised of the availability of updated plans, using the above methods.

### **4.6 Review and evaluation mechanisms**

The Disability Service Act requires that DAIP's be reviewed at least every five years. The DAIP Implementation Plan can be amended more frequently to reflect advancements of access and inclusion issues. Whenever the DAIP is amended, a copy of the amended plan must be lodged with the Disability Services Commission.

### **Monitoring and reviewing**

The DAIP will be reviewed annually for progress and implementation with all progress and recommended changes reported to council.

### **Evaluation**

An evaluation will occur as part of a five yearly review of the DAIP. Community, staff and elected members will be consulted as part of the evaluation and Implementation Plans will be amended based on the feedback received. Copies of the amended Implementation Plan, once endorsed by council, will be available to the community in alternative formats.

### **4.7 Reporting of DAIP**

The Disability Services Act requires the Shire to report on the implementation of its DAIP in its annual report outlining:

- Progress towards the desired outcomes of its DAIP.
- Progress of its agents and contractors towards meeting the seven desired outcomes.
- The strategies used to inform agents and contractors of its DAIP.

## **5.0 Implementation Plan**

The Implementation Plan details the task, timelines and responsibilities for each strategy to be implemented in 2012-2018 to progress the strategies of the DAIP.

It is intended that the Implementation Plan will be updated annually through Council's operations, to progress the achievements of all the strategies over the duration of the five year plan.

## Outcome 1

People with disability have the same opportunities as other people to access the services of, and any events organised by a public authority.

Strategy	Task	Timeline	Responsibility
Ensure people with disability are provided with an opportunity to comment on access to services.	<ul style="list-style-type: none"> <li>Shire's Disability Services Coordinator will liaise with contractors, who are developing and implementing the Shire evaluation activities, to increase their awareness of the importance of getting comments on services by people with disability.</li> <li>Develop feedback mechanism for use of all disability services provider to by the Shire.</li> </ul>	August 2012-2017	CEO and EHO
Make library technology as accessible as possible.	<ul style="list-style-type: none"> <li>Make library technology as accessible as possible</li> </ul>	August 2012 and ongoing	CEO and EHO
Council will ensure that any events are organised so that they are accessible to people with disability.	<ul style="list-style-type: none"> <li>Ensure the needs of people with disability are planned for and provided by using the checklist provided through the access resource kit as provided by DSC.</li> </ul>	August 2012 ongoing	CEO and EHO
Council will ensure that all policies and practices that govern the operation of Council facilities, functions, and services are consistent with Council Policy regarding access.	<ul style="list-style-type: none"> <li>Ensure all buildings, facilities and services are accessible to people with disability through ongoing review and evaluation using devised checklists and annual audits. Through these audits a report will be generated that clearly identifies improvements to ensure the inclusion and accessibility for everyone. Again using the guide and checklist provided through the access resource kit developed by the DSC.</li> </ul>	September 2012 and ongoing	CEO and EHO



## Outcome 2

People with disability have the same opportunities as other people to access the buildings and other facilities of a public authority.

Strategies	Task	Timeline	Responsibility
Demonstrate a willingness to ensure all buildings and facilities are accessible where practicable, to meet the access standards and any additional need in consideration of people with disability.	<ul style="list-style-type: none"> <li>Audit and collate information on facilities.</li> <li>Generate an improvement report.</li> <li>Complete improvements from report where possible</li> </ul>	October 2007- complete Reviewed 2011 ongoing	CEO and EHO
Ensure that all new or redevelopment works provide access to people with disability, where practicable.	<ul style="list-style-type: none"> <li>All facilities allow for access for people with physical, cognitive, sensory and psychiatric disability through the application of specific building and planning codes. This includes ramped elevations, rails, and appropriate signage, line marking and raised footholds at intersections where practicable.</li> </ul>	Annually/ Ongoing	CEO and EHO
Ensure adequate ACROD parking to meet the demand of people with disability in terms of quantity, quality, and location.	<ul style="list-style-type: none"> <li>Undertake an audit of ACROD bays and implement a program to rectify non-compliance. (Checklist, from ART)</li> </ul>	2008 Review 2013 ongoing	CEO and EHO
Ensure that parks and reserves are accessible.	<ul style="list-style-type: none"> <li>All parks and reserves allow for access for people with physical, cognitive, sensory and psychiatric disability. This includes ramped elevations, rails, and appropriate signage, line marking and raised footholds at intersections where practicable.</li> </ul>	2008/2009 Reviewed 2013 ongoing	CEO and EHO
Ensure that public toilets meet the associated accessibility standards.	<ul style="list-style-type: none"> <li>Provision of Unisex disabled toilet/s for wheelchair persons visiting the Shires facilities are considered and</li> </ul>	August 2007 Reviewed 2013 ongoing	CEO and EHO

	planned for. The Shire currently has disabled toilet facilities at the Recreation Ground and Town Centre Public Toilets.	
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### Outcome 3

People with disability receive information from a public authority in a format that will enable them to access the information as readily as other people are able to access it.

<b>Strategies</b>	<b>Task</b>	<b>Timeline</b>	<b>Responsibility</b>
Improve community awareness that Council information can be made available in alternative formats upon request, such as large print, and audio.	<ul style="list-style-type: none"> <li>• Ensure all documents carry a notation regarding availability in alternative formats</li> <li>• Advise the community via local newspaper, radio, newsletters that other formats are available via electronic and audible formats.</li> </ul>	<p>August 2007 Reviewed 2013 ongoing</p> <p>August 2007 Reviewed 2013 ongoing</p>	CEO and EHO
Improve staff awareness of accessible information needs and how to obtain information in other formats.	<ul style="list-style-type: none"> <li>• Make accessible information guidelines available on the internet</li> <li>• Develop an accessible information policy</li> <li>• Conduct accessible information training and include as part of the induction of new staff.</li> </ul>	<p>August 2007 Reviewed 2013 ongoing</p> <p>August 2007</p> <p>Reviewed 2013 ongoing</p> <p>August 2007 and ongoing</p>	CEO and EHO
Ensure that the Shires website meets contemporary and universal design practices.	<ul style="list-style-type: none"> <li>• Redevelop website according to the W3C guidelines as outlined by the state government access guidelines</li> </ul>	<p>March 2008 Reviewed 2013 ongoing</p>	CEO and EHO

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#### Outcome 4

People with disability receive the same level and quality of service from the staff of a public authority as other people receive from the staff of that public authority.

Strategies	Task	Timeline	Responsibility
Improve staff awareness of disability and access issues and improve skills to provide good service to people with disability.	<ul style="list-style-type: none"> <li>Advise staff of minimum requirements</li> <li>Conduct a survey of all staff to determine training needs- completed</li> </ul>	August 2007 Reviewed 2013 ongoing	CEO and EHO
Improve the awareness of new staff and new Councilors about disability and access issues.	<ul style="list-style-type: none"> <li>Provide information and establish training in the induction for new staff and councillors</li> </ul>	October 2007 Reviewed 2013 ongoing	CEO and EHO
When required, Council will seek expert advice from the disability field on how to meet the access needs of people with disability.	<ul style="list-style-type: none"> <li>Keep an updated database on people who can be called upon to ask advice</li> </ul>	September 2007 and ongoing Reviewed 2013 ongoing	Administration Officers

#### Outcome 5

People with disability have the same opportunities as other people to make complaints to a public authority.

Strategies	Task	Timeline	Responsibility
Council will ensure that current grievance mechanisms are accessible for people with disability and are acted upon.	<ul style="list-style-type: none"> <li>Review current mechanisms for access. Consult with people with disability and expert advice.</li> <li>Develop other methods of making complaints, such as web based forms, access to interpreters, advocacy services, and alternative arrangements such as carers, parents, and guardians</li> </ul>	November 2007 Reviewed 2013 ongoing  November 2007 Reviewed 2013 ongoing	CEO and EHO

	<ul style="list-style-type: none"> <li>acting as advocates.</li> <li>Promote accessible complaints mechanisms to the community.</li> </ul>	November 2007 Reviewed 2013 ongoing	CEO and EHO
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## Outcome 6

People with disability have the same opportunities as other people to participate in any public consultation by a public authority.

Strategies	Task	Timeline	Responsibility
Improve community awareness about the consultation process in place.	<ul style="list-style-type: none"> <li>Promote the existence and role/purpose of the DAIP to the community.</li> <li>Shire representatives to meet regularly to discuss and review DAIP and processes used to develop DAI policies, and make improvements where possible.</li> </ul>	August 2007 Reviewed 2013 ongoing  August 2007 and ongoing Reviewed 2013 ongoing	CEO and EHO   CEO and EHO
Improve access for people with disability to the established consultative process of Council.	<ul style="list-style-type: none"> <li>Consult with people with disability using a range of mediums, including survey, focus groups, interviews, on a regular basis.</li> </ul>	September 2007 and ongoing Reviewed 2013 ongoing	CEO and EHO
Seek broad range of views on disability and access issues from the local community.	<ul style="list-style-type: none"> <li>Include appropriate questions about access and inclusion in general Shire surveys and consultative events.</li> <li>Actively pursue ideas and thoughts from people with disability.</li> </ul>	September 2007 and ongoing Reviewed 2013 ongoing August 2007 and ongoing Reviewed 2013	CEO and EHO   CEO and EHO

		ongoing	
Commit to ongoing monitoring of the DAIP to ensure implementation and satisfactory outcomes.	<ul style="list-style-type: none"> <li>The shire will regularly monitor the progress of the plan and be involved in the annual reviews.</li> </ul>	July 2008 Reviewed 2013 ongoing	CEO and EHO

## Outcome 7

People with disability have the same opportunities as other people to obtain and maintain employment with a public authority.

Strategies	Task	Timeline	Responsibility
1. Use inclusive recruitment practices.	1.1 Make sure job advertisements are in an accessible format(12 or 14pt, Arial 1.2 Include Equal employment opportunity statement in the advert. For example ' promotes a workplace that actively seeks to include, welcome and value unique contributions from culturally diverse backgrounds to apply for the job.' 1.3 Make sure the interview is held in an accessible venue	End June 2014 As above  As above	CEO and EHO  CEO and EHO  CEO and EHO
2. Improve methods of attracting, recruiting and retaining people with disability	2.1 Examine methods of Recruitment. 2.2 Assess current percentage of employees disability 2.3 Carryout survey to gain feedback to improve methods listed opposite	End June 2014 End June 2014 End July 2014	CEO and EHO CEO and EHO CEO and EHO
3. Work with key disability employment support provider(s) to employ a person with a disability	3.1 Check Disability Employment Service providers within 15 km radius 3.2 Seek assistance to develop a flexible job description 3.3 Seek assistance with advertising,	End Aug 2104	CEO and EHO  CEO and EHO

	interview and employment requirements including reasonable adjustment		
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<i>Item No/ Subject:</i>	<b>7.2.4.1 Astro-Tourism Town</b>
<i>Date of Meeting:</i>	<b>17 May 2018</b>
<i>Date &amp; Author:</i>	<b>10 May 2018 – Ellie Cuthbert</b>
<i>Responsible Officer:</i>	<b>Ellie Cuthbert – Economic Development Officer</b>
<i>Applicant/Proponent:</i>	<b>Carol Redford – Project Manager - Stargazers</b>
<i>File Number:</i>	<b>ED.PRJ.6</b>
<i>Previous minute/s &amp; Reference:</i>	

### **SUMMARY**

Seeking endorsement for the Shire of Morawa to become an Astro-Tourism Town.

### **DECLARATION OF INTEREST**

Nil

### **ATTACHMENTS**

Attachment 1 – 7.2.4a Introductory letter

Attachment 2 – 7.2.4b Astro Tourism Towns package and costs

### **BACKGROUND INFORMATION**

Dark night skies are becoming a rarity across the globe. For years Western Australian has been seen as the place to be for many night sky researchers and organisations to set up bases. This is due to the fact that the Southern hemisphere provides the most comprehensive view of the Milky Way, parts of which are unable to be seen from the Northern hemisphere.

It is clear that regional Western Australia has some of the purest, darkest skies across the globe. At present these skies have not been greatly affected by light pollution despite being at a time in the world where light pollution is growing at approximately 2% in brightness and 2% in geographic spread annually. In some places across the globe it is impossible to even see a single star. As such it is important that we take action now to protect our dark sky asset and to cultivate a new but growing tourism industry.

### **OFFICER'S COMMENT**

Developing and maintaining Tourism diversity is critical to:

1. Increasing visitations to Morawa

2. Increasing the length of stay in Morawa
3. Increasing visitor expenditure locally

Wildflower season is brief and highly dependent on the Shire receiving good rainfall to ensure excellent blooms. Unfortunately rainfall is never guaranteed and its timing can be highly variable which in turn significantly impacts both the quality and length of Wildflower season. On the other hand, Astro-Tourism Towns offers the Shire of Morawa a different opportunity to capitalise on a low maintenance asset that can attract a diverse range of people to our region to view the night skies in safety.

### **COMMUNITY CONSULTATION**

Nil

### **COUNCILLOR CONSULTATION**

CEO Briefing Forums

### **STATUTORY ENVIRONMENT**

Nil

### **POLICY IMPLICATIONS**

As part of the light audit there may be some policy review required with regards to community lighting to reduce light pollution and increase protection of the night sky.

### **FINANCIAL IMPLICATIONS**

First year Astro Tourism Town costs are \$4,500 excluding GST. The ongoing cost of Astro-Tourism towns and services to be provided in future years will be further refined across the first twelve months. However it is anticipated that these costs will be lower than the initial start-up cost.

If the Shire would like to consider the delivery of a sub-regional Astrofest then an additional \$10,000 excluding GST will need to be allocated – Attachment 2

### **STRATEGIC IMPLICATIONS**

Strategic Community Plan

1.24 “Continue to support development of the tourism industry such as trail development...”

3.7.2 “Encourage groups and activities that provide opportunities to come together and socialise, taking into account diversity and age”.

3.7.3 “Encourage activities and strategies that encourage children to be more engaged in community activities”.

### **RISK MANAGEMENT**

Nil



## **VOTING REQUIREMENTS**

Simple Majority

## **OFFICER'S RECOMMENDATION**

That with regard to Morawa becoming part of the Astro-Tourism Town proposal,  
Council:

1. Resolve that Morawa become an Astro-Tourism Town.
2. Resolve to allocate \$4,500 in draft 2018/19 budget to support this initiative.

## **COUNCIL RESOLUTION**

**180514**                      **Moved:      Cr Carslake**  
                                 **Seconded: Cr Coaker**

That with regard to Morawa becoming part of the Astro-Tourism Town proposal,  
Council:

1. Resolve that Morawa become an Astro-Tourism Town.
2. Resolve to allocate \$4,500 in draft 2018/19 budget to support this initiative.

**CARRIED 6/0**



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26 February 2018

Mr Chris Linnell  
Chief Executive Officer  
Shire of Morawa  
PO Box 14  
Morawa WA 6623

Dear Mr Linnell,

### **FINALIST: 2018 AGRIFUTURES RURAL WOMEN'S AWARD**

I am delighted to be announced as one of four finalists in the 2018 Agrifutures Rural Women's Award. It's an honour to represent regional Western Australian women in this capacity. It provides me with the opportunity to both use and share my skills to benefit regional and remote businesses and communities.

As part of the Award, I have planned a project that can grow the value of the Tourism Industry and will assist to diversify the economy in the Wheatbelt and Mid West regions. This will be achieved using astronomy, stargazing and astrophotography opportunities in our world-class dark night skies.

### **ASTRO-TOURISM TOWNS PROJECT**

#### ***Vision:***

Western Australia's Wheatbelt and Mid West regions protect their pristine dark night skies and become an international icon for world-class stargazing. This asset attracts tourists, visitors, astrophotographers and amateur astronomers from around Australia and the globe to experience stargazing in regional and remote parts of our great State.

#### ***Mission:***

To create a stargazing trail through Wheatbelt and Mid West communities, facilitate the protection of dark night skies and, design and implement Australia's first digital map of Astro-Tourism Towns to enable promotion and easy access.

#### ***Why astronomy and stargazing?***

The Wheatbelt and the Mid West have many advantages and unique astro-tourism selling points:

- Dark night skies are a natural asset in regional WA. The real strength is that it is there just waiting to be seen. It doesn't require any maintenance or

development and can be seen simply with the naked-eye or with binoculars, telescopes and advanced astrophotography.

- WA is located in the Southern Hemisphere where the best parts of the Milky Way can be seen;
- The Wheatbelt and Mid West regions are far enough away from Perth's bright city lights that our dark night skies are protected, yet close enough to be easily accessed by visitors;
- Our Wheatbelt and Mid West towns have low light pollution and offer safe and easy-to-access places for stargazing;
- We have endless cloudless skies and clear weather giving us an edge over southern regions in WA; and
- We're home to international space science projects like the Square Kilometre Array, Australian International Gravitational Observatory, European Space Agency Deep Space Antenna and the WA Space Centre used for space tracking and communications for China, Japan and the USA.

## **HOW TO BECOME AN ASTRO-TOURISM TOWN**

It will be easy to become an Astro-Tourism Town and I will be there every step of the way for coordination and promotion. The two criteria to become an Astro-Tourism Town are:

1. Select a dedicated site appropriate for visitors to use for stargazing, telescopes and/or astrophotography. This could be as simple as a concrete pad near existing visitor services such as accommodation and ablutions.
2. Willingness to work with me to adopt astronomy friendly lighting policies to protect the dark night sky for stargazing and astronomical related activities.

## **WHAT'S IN IT FOR YOUR COMMUNITY?**

For the towns that sign up to be on the Astro-Tourism Town map, I'll work with the local community to facilitate the following:

- Selection of a dedicated observing site for visitors;
- Involvement of local school students to strengthen the connection to study, work experience and career paths in science;
- Design and installation of interpretive signage (consistent across the stargazing trail) at the observing site. This will link back to information that contains stories of the night sky, what can be seen, where to look and how the local community is protecting the night sky from light pollution and why that is important;
- A free local stargazing night to engage community members with stargazing and provide information on astronomy, light pollution and dark night sky protection for future generations;

- Promotion of the Astro-Tourism Towns stargazing trail with advertising in Australia's Golden Outback's annual holiday planner;
- Mentoring for the local tourism association members about astronomy tourism. This will ensure that Visitor Centre and/or Community Resource Centre staff, volunteers and other interested community members are armed with appropriate knowledge to assist visitors;
- Promotion of the positive Astro-Tourism advantages and the value-add to local residents and the business community;
- Fostering of Aboriginal Astronomy tourism business opportunities and connection to mentors from the Western Australian Indigenous Tourism Operators Council (WAITOC);
- Promotion of International Dark-Sky accreditation and processes/steps towards developing accreditation status (light audits, minimum dark-sky values etc); and
- Drafting of best practice lighting policies that can be adopted by Local Government to enable the implementation of Dark-Sky Accreditation Standards.

## **VALUABLE OUTCOMES AND IMPACT**

By becoming an Astro-Tourism Town, you will be building your community's economic sustainability and diversifying local industry by taking advantage of an underutilised asset. This opportunity will also assist in building community capacity while simultaneously protecting the dark night sky asset.

Project impact will be measured through a number of mechanisms. Of particular interest will be the use of the Astro-Tourism digital map website which will provide statistical data and analytics. In addition, use of social media check in tools at observing sites will be encouraged. Similarly, quantitative and qualitative data will be obtained from local accommodation providers and local Visitor Centres.

## **EXPRESSION OF INTEREST (EOI)**

Packages for Wheatbelt and Mid West communities to be on the Astro-Tourism Town digital map will be released shortly. This will include costs, what's included and potential target markets to give you the chance to fully consider the opportunity in your 2018/19 Local Government budget deliberations.

Please indicate your EOI to receive an Astro-Tourism Town package by reply email [info@stargazersclubwa.com.au](mailto:info@stargazersclubwa.com.au) or phone 0427 554 035.

Yours sincerely,



Carol Redford  
**PROJECT MANAGER**



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 🌐: [www.stargazersclubwa.com.au](http://www.stargazersclubwa.com.au)

## ASTRO-TOURISM TOWNS 2018/19 PACKAGES

Astro-Tourism Towns will be implemented in the 2018/19 financial year. This will allow time to complete planning and will ensure a smooth roll out across towns. It will further enable the opportunity for local decision makers to assess and budget for costs in upcoming budgets.

Annual support costs can be paid in one lump sum or in monthly instalments over 12 months.

### WHAT'S INCLUDED?

The following table summarises what the project components that Stargazers Club WA will provide. It further illustrates where local community assistance can benefit as a direct result of the process.

<b>Deliverables – Night Sky Protection</b>	<b>Provided by Stargazers Club WA</b>	<b>Provided by Local Government and/or Town</b>
Assessment of night sky darkness including measurement of current levels, benchmark light audit and identification of minimum levels of darkness required.	Record night sky brightness using approved Sky Quality Meter. Light audit log spreadsheet.	Assist with recording light fixtures, light bulbs, shielding.
Customised template policies for best practice light pollution reduction to enable the long-term opportunity to apply for International Dark-Sky Accreditation.	Draft policy and submit to local planning decision makers.	Assist with feedback. Adopt into policy documentation, strategic planning and/or Town Planning.
Implementation of best practice light pollution reduction.	Liaise with power service providers to raise awareness and encourage implementation.	Assist with best contacts.
International Dark-Sky accreditation for interested communities.	Assist with accreditation process.	Application.

<b>Deliverables – Casual Observing Site</b>	<b>Provided by Stargazers Club WA</b>	<b>Provided by Local Government and/or Town</b>
Dedicated observing site for visitors to use. Approximately 4m x 4m. (May or may not require a hard stand depending on location selected.)	Assist with site selection and amateur astronomical knowledge.	Site location. Concrete, paving slabs or similar to create a small hard stand if required. Installation.
Branded interpretive signage at observing site, linked to Astro-Tourism Towns digital map.	Design, purchase and delivery.	Assist with posts, concrete and labour for installation.
Official launch of observing site	Planning, implementation, presentation, invitations to local elected members, Chief Scientist WA etc.	Advice on best local contacts.
<b>Deliverables – Community Engagement</b>	<b>Provided by Stargazers Club WA</b>	<b>Provided by Local Government and/or Town</b>
Free local community/town stargazing night to engage community members with Astro-Tourism Towns. This event will provide information on astronomy, the importance of light pollution reduction, dark night sky protection for future generations and will also highlight the value of additional tourism for local businesses.	Planning, promotion implementation, presentation and telescope viewing.	Use of local oval or observing site for stargazing. Use of local hall/meeting room for presentations.
Mentor local tourism industry on how best to assist visitors. This upskilling will empower Visitor Centre and/or Community Resource Centre staff, volunteers and other interested community members. They will be provided with introductory knowledge on the importance of dark night sky protection, what can be seen, where to access information and how to share this knowledge with others.	Liaise and mentor. Communicate regularly.	Advice on best local contacts.
Involve local school students in light audit processes and dedicated observing site. Connect to Science Technology, Engineering and Maths (STEM) study work experience and career paths in science.	Liaise and include.	Advice on best local contacts.
Fostering of Aboriginal Astronomy tourism business opportunities and connection to mentors from the Western Australian Indigenous Tourism Operators Council (WAITOC)	Liaise, implement and include.	Assist with best local contacts.

<b>Deliverables – Promotion</b>	<b>Provided by Stargazers Club WA</b>	<b>Provided by Local Government and/or Town</b>
Digital Astro-Tourism Towns map with information on the towns, links to visitor services, what can be seen, where to look, stories of the night sky and how the local community is protecting the night sky from light pollution and why that is important.	Design, purchase, implementation and management.	Local distribution and promotion.
DL flyer for use in Visitor Centres in Astro-Tourism Towns.	Design, purchase and implementation.	Local distribution.
Promotion of the Astro-Tourism Towns via a one page advertisement in the annual Australia's Golden Outback's 2019 holiday planner.	Design, purchase and implementation.	
Electronic direct marketing to WA's local Astronomy and Astrophotography clubs and groups including any news and special events in towns of interest to the groups. Monthly.	Design, purchase and implementation.	
Electronic direct marketing to International Astronomy and Astrophotography clubs and groups. Ten (10) new clubs or groups selected each month.	Design, purchase and implementation.	
Logo	Design and purchase.	
Astro-Tourism Towns digital map website domain and hosting.	Design, purchase, implementation and management.	

## OTHER OPPORTUNITIES

Interested towns and communities are already generating ideas on how to leverage further from Astro-Tourism Towns. Stargazers Club WA can also assist with the following opportunities:

- Integration of additional sub-regional Astro-Tourism Trails.
- Addition of trail passports to encourage completion of a trail.
- Astrophotography exhibitions.
- Special events/activities incorporating astronomy and/or stargazing.
- Linking with Geocache activities.
- Linking with future Geoparks.
- Interactive apps or podcasts to disseminate educational information on astronomy science, space science, Aboriginal Astronomy etc.
- Cross promotion with regional science hubs and Astronomy WA partners.

Stargazers Club WA believes in value adding wherever possible and when appropriate. Please feel free to get in touch with Carol Redford at Stargazers Club

WA for any assistance with new ideas you may have, and to discuss how they can be integrated into Astro-Tourism Towns. In addition, if you need connections to links in the astronomy or stargazing fields please ask.

## **TARGET MARKETS – PERTH DOMESTIC MARKET**

### **Astronomical societies/clubs and astrophotography/photography groups**

This market seeks dark night skies in places that are safe and close to Perth. Stargazers Club WA's immediate network of six groups has over 4,000 members. There are many more photography clubs with thousands of members. Each will be targeted with direct messages and campaigns.

### **Families and Camping**

Science based activities are attractive for local Perth families due to their educational nature. Carol Redford owned and operated Gingin Observatory from 2007 to 2012. In that time, the business increased visitation from an estimated 1,000 to over 5,500 people per year. Stargazers Club WA and Astronomy WA partners have followers and networks that will also be targeted with direct messages and campaigns.

### **Astronomy WA Network**

This market can be drawn upon to assist with the promotion of Astro-Tourism Towns. Carol Redford is the Chair of Astronomy WA and partners include:

Astronomical Group of WA	Desert Fireball Network/Fireballs in the Sky
Astronomical Group of WA Cosmic	Earthside Astronomy
Landscapers Group	Fireballs in the Sky, Desert Fireball Network
Astronomical Society of the South West	Geraldton Astronomy Group
Astronomical Society of WA	Gravity Discovery Centre and Observatory
Astronomy Education Services	Greg Quicke's Astro Tours
Astro Photography Australia	International Centre for Radio Astronomy
Australian International Gravitational	Research
Observatory	Mars Society of Australia
Australian Space Academy	Perth Observatory
BinoCentral	Scitech and Scitech Planetarium
Carnarvon Space and Technology Museum	Stargazers Club WA
Celestial Visions	The Space Place
Centre of Excellence for All-sky	The University of Western Australia
Astrophysics Curtin University	WA State Government (Office of Science)
CSIRO	Representatives from various WA schools
Curtin University	

## **TARGET MARKETS – INTERNATIONAL**

### **Astronomical societies/clubs and astrophotography/photography groups**

Astro-Tourism Towns will give international visitors the confidence they need to travel to places where they can access dark night skies in the Southern Hemisphere. Astro-Tourism Towns will make it easy for international travellers to know where to stargaze, stay, eat and will also highlight things to do during the day.

In England alone, there are over 250 amateur astronomy clubs including eight in London itself. This market can be targeted with direct messages and campaigns to experience Southern Hemisphere night skies free of light pollution in an easy to access location. Moreover, the new 17-hour non-stop daily flights from London



ensures that Perth becomes Australia's gateway for Europeans. General marketing has already been actioned in London with Underground rail passengers seeing "Wake up in Western Australia" in the lead up to the first flight in late March.

Similar groups in other countries where astronomy is popular, but light pollution is high, can also be targeted with direct messages and campaigns. For example, Japan, Singapore, South Korea and China are all future marketing possibilities as our Astro-Tourism Towns grow.

## OUTCOMES

By becoming an Astro-Tourism Town, you will be building your community's economic sustainability and diversifying local industry by taking advantage of an underutilised asset. This opportunity will also assist in building community capacity while simultaneously protecting the dark night sky asset. Outcomes will be:

- Build and sustain the economic value of tourism
- Grow jobs in a labour-intensive industry
- Diversify local industry
- Grow community capacity
- Protect the dark night sky asset
- Utilise an asset that's not rain reliant
- Link to STEM and education
- Grow Aboriginal Astronomy business
- Rejuvenate existing product
- Connecting to new products (Geocache and Geoparks)

## MEASUREMENT

Project impact will be measured through a number of mechanisms. Of particular interest will be the use of the Astro-Tourism digital map website which will provide statistical data and analytics. In addition, use of social media check in tools at observing sites will be encouraged and can further strengthen data collection processes. Similarly, quantitative and qualitative data will be obtained from local accommodation providers and local Visitor Centres. Geocaching is another avenue for the collection of statistical data.

## COSTS

The cost for a single town to become an Astro-Tourism Town is \$7,975 (excl. GST).

If six or more towns agree to become Astro-Tourism Towns together, there are significant savings with economies of scale.

<b>Costs (excl. GST)</b>	<b>Single Town Package</b>	<b>6+ Town Package</b>
Per town/year	<b>\$7,975</b>	<b>\$4,500</b>
Per town/month	<b>\$665</b>	<b>\$375</b>

Astronomy WA holds a headline Astrofest event at Curtin University in Perth. The event has attracted an estimated 5,000 visitors each year since 2009.

Astronomy WA can also run mini-Astrofests in regional WA. The cost of a sub-regional Astrofest is approximately \$10,000 (excl. GST). A formal quote is available on request.

## **IMPLEMENTATION**

Astro-Tourism Towns will be implemented under a Service Level Agreement between Stargazers Club WA and the participating town. Each SLA will include:

- Scope of services;
- Mutual understandings;
- Project elements;
- Timeline;
- Budget; and
- Project management details

## **COMMITMENT**

Please confirm your intention to commit to become an Astro-Tourism Town to:

Carol Redford  
Stargazers Club WA  
372 Fynes Road  
GINGIN WA 6503

Or via email: [info@stargazersclubwa.com.au](mailto:info@stargazersclubwa.com.au)



## ASTRO-TOURISM TOWNS PROJECT SUMMARY

The following is a brief summary of the Astro-Tourism Towns concept. It outlines the long-term vision of the project. It highlights why WA has a natural advantage for astronomy and stargazing, what an Astro-Tourism Town is, and how a Shire/town can participate.

### VISION

Western Australia's Wheatbelt and Mid West regions protect their pristine dark night skies and become an International icon for world-class stargazing. The asset will attract tourists, visitors, astrophotographers and amateur astronomers from around Australia and the globe and will experience amazing stargazing opportunities only found in regional and remote parts of our great State.

### MISSION

To create a stargazing trail through Wheatbelt and Mid West communities.

To facilitate the protection of dark night skies.

To design and implement Australia's first digital map of Astro-Tourism Towns that will enable stargazing promotion and easy access.

### WHY ASTRONOMY AND STARGAZING?

The Wheatbelt and the Mid West have many advantages and unique Astro-tourism selling points:

- Dark night skies are a natural asset in regional WA. The real strength is that it is there just waiting to be seen. It doesn't require any maintenance or development and can be seen simply with the naked-eye or with binoculars, telescopes. Moreover, it creates an additional opportunity to develop advanced astrophotography opportunities.
- WA is located in the Southern Hemisphere where the best parts of the Milky Way can be seen. Only we can see the Magellanic Clouds, the Southern Cross, the Jewel Box and more.
- Perth is the most isolated capital city in the world. You don't have to travel far from Perth city lights to find pristine dark night skies for the best stargazing on the planet.
- The Wheatbelt and Mid West regions are far enough away from Perth's bright city lights that our dark night skies are protected, yet close enough to be easily accessed by visitors;
- Our Wheatbelt and Mid West towns have low light pollution and offer safe and easy-to-access places for stargazing;

- We have endless cloudless skies and clear weather giving us an edge over southern regions in WA. Perth has the highest daily average number of bright sunshine hours in Australia.<sup>1</sup>; and
- We're home to the following International space science projects:
  - The \$1.3B Square Kilometre Array radio telescope in the Mid West will look back 13 billion years to discover how stars and black holes formed;
  - The Australian International Gravitational Observatory was fundamental in the ground-breaking first ever measurement of gravitational waves thus substantiating Einstein's theories;
  - The European Space Agency has a strategic Deep Space Antenna located south of New Norcia;
  - The WA Space Centre near Mingenew is a base for China, Japan and the USA used for space tracking and communications; and
  - World renowned Japanese astrophotographer, Akira Fuji, has an observatory in the Wheatbelt.

Natural assets, international science projects, world scientists, leading universities and space industry leaders are clustered here in Western Australia.

If you want to work in astronomy, study it, research it, build a business in it or simply experience it, WA is the place to be. And the Wheatbelt and Mid West Regions are the jewel in the crown.

## **WHAT IS AN ASTRO-TOURISM TOWN?**

It's a place where visitors know they can access pristine night skies for naked-eye stargazing, astrophotography or viewing through telescopes. It has a dedicated observing site where visitors can participate in astronomical activities with the confidence they will have a great experience.

The Astro-Tourism Towns are networked on a digital map that promotes them as stargazing destinations and includes links to visitor services, accommodation and other information.

Interpretive signage at the dedicated observing site promotes:

- the location as an Astro-Tourism Town;
- the night sky with links for visitors to find out what they can see while they are there;
- Aboriginal astronomy with links to information on dreamtimes stories such as the Emu in the Sky constellation;
- why the Wheatbelt is a great place to stargaze;
- why stargazing is a great activity to stay mentally healthy;
- who the project partners are;

<sup>1</sup> <http://www.bom.gov.au/wat/sunshine/>

- how the town and project partners are helping to reduce light pollution and why this is important

## HOW TO BECOME AN ASTRO-TOURISM TOWN

It will be easy to become an Astro-Tourism Town and Stargazers Club WA will be there every step of the way for coordination and promotion. The two criteria to become an Astro-Tourism Town are:

1. Select a dedicated site appropriate for visitors to use for stargazing, telescopes and/or astrophotography. This could be as simple as a concrete pad near existing visitor services such as accommodation and ablutions.
2. Willingness to work with me to adopt astronomy friendly lighting policies to protect the dark night sky for stargazing and astronomical related activities.

## WHO IS CAROL REDFORD?

I'm a long-time advocate that Western Australia will become the world's go-to place for astronomy. I'm an astronomy science communicator and my professional roles include:

- Owned and operated Gingin Observatory (now called GDC Observatory) from 2007 to 2012, increasing annual visitation numbers from 1,000 to 5,500.
- Founded Stargazers Club WA in 2013, a dedicated organisation that introduces astronomy to beginners. The Club is a community partner with Act-Belong-Commit, WA's mental health promotional campaign.
- Chair of Astronomy WA, the State's lead organisation that networks organisations such as Scitech, the International Centre for Radio Astronomy, University of WA, Curtin University, CSIRO, observatories and clubs across WA.
- Finalist in the 2018 AgriFutures Rural Women's Award

I live on a farm north of Gingin in the Wheatbelt and have access to an amazing dark sky full of stars every night. This majesty and connection to a bigger Universe is something that everyone should experience more often.

## FURTHER INFORMATION

If you have any enquiries or would like to discuss this project further, please do not hesitate to contact me.

Carol Redford  
Stargazers Club WA  
0427 554 035  
[info@stargazersclubwa.com.au](mailto:info@stargazersclubwa.com.au)  
[www.stargazersclubwa.com.au](http://www.stargazersclubwa.com.au)

**8. New Business of an Urgent Nature**

Nil

**9. Applications for Leave of Absence**

Nil

**10. Motions of Which Previous Notice Has Been Given**

Nil

**11. Questions from Members without Notice**

Nil

**12. Meeting Closed**

12.1 Matters for which the meeting may be closed

Nil

12.2 Public reading of resolutions that may be made public

Nil

**13. Closure**

The President declared the meeting closed at 5.56pm.

..... Presiding Person

**Next Meeting** - Ordinary Meeting 21 June 2018