



**SHIRE OF MORAWA**  
**ORDINARY COUNCIL MEETING**  
**ATTACHMENTS**

**Thursday, 19 October 2023**



# Agenda Attachments

Shire of Morawa

Ordinary Council Meeting

19 October 2023

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## List of Attachments

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### 11.1 Chief Executive Officer

#### 11.1.2 Tennis Court Renewal Project

*Attachment 1 – 11.1.2a Letter from Morawa Tennis Club*

*Attachment 2 – 11.1.2b Letter from Porter Consulting Engineers*

*Attachment 3 – 11.1.2c Quote from Sports Surfaces*

#### 11.1.5 Decision regarding Tender RFT-01-2324 Morawa Yalgoo Road Upgrade

*Attachment 1 – 11.1.3a RFT-01-2324 Morawa Yalgoo Rd Upgrade*

### 11.2 Executive Manager Corporate & Community Services

#### 11.2.1 Statement of Financial Activity – September 2023

*Attachment 1 – 11.2.1a Monthly Financial Report for the period ending 30 September 2023*

*Attachment 2 – 11.2.1b Bank Reconciliation for the period ending 30 September 2023*

*Attachment 3 – 11.2.1c List of Accounts Paid for the period ending 30 September 2023*

### 12 Reports from Committees

#### 12.1 September 2023 Minutes of WALGA State Council Meeting

*Attachment 1 – 12.1a Minutes of WALGA State Council Meeting, 13 September 2023.*

#### 12.2 Minutes of WALGA 2023 Annual General Meeting

*Attachment 1 – 12.2a Minutes of WALGA 2023 Annual General Meeting, 18 September 2023.*

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## Ordinary Council Meeting 19 October 2023

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- Attachment 1- 11.1.2a Letter from Morawa Tennis Club***
- Attachment 2- 11.1.2b Letter from Porter Consulting Engineers***
- Attachment 3- 11.1.2c Quote from Sports Surfaces***
- Item 11.1.2- Tennis Court Renewal Project***
-

To Morawa Shire council,

I am writing on behalf of the Morawa Tennis Club in regards to the re surfacing of our tennis courts. We would very much appreciate your support on this matter as we believe the tennis club is a valuable and important part of our community.

The Morawa tennis club has roughly 50 – 65 members overall made up of men, women and children and provides a relaxed, enjoyable option for community members looking to play sport over the summer months. Our current synthetic grass courts have started to deteriorate badly over the last couple of seasons and need replacement as soon as possible.

After meeting with Scott and Jackie a couple of times now we have all agreed that the most realistic course of action is to look to aim to replace the synthetic surface with new, and repair the base pad as best as possible. The current courts were laid in 2009 but the base was not re done.

After speaking to various Engineers, court re layers over the last couple of years we estimate that to replace the 6 courts and repair the base will be approximately \$220,000 +, however to rip up the entire base and start from scratch we would be looking at over \$700,000.

I have attached an old quotation from Sports surfaces and an email from Michael Cook at Porter Engineering who has experience in tennis court builds/re builds as a reference to estimated cost. The tennis club cannot afford to spend \$32k - \$35k on getting detailed plans drawn up as this will wipe out nearly half of our bank balance which we are putting all towards the courts.

We are asking for the shire's backing both financially and also in regards to applying for grants to help fund the resurfacing project.

We think this is the last season the courts will be safe to use (court 3 is currently out of order due to tree roots) and ask for the funding to be available in the 24-25 financial year, with the thinking we will start applying for CSRFF grants February 2024, completing the court upgrade by Christmas 2024.

Thanks for your consideration and we look forward to hearing from you.

Kind regards,

Chad Leeson

President, Morawa Tennis Club

Email from Michael Cook received 24/3/2023

Hi Chad

As discussed, Porter's order of magnitude fee to provide civil engineering design services and inputs towards the tennis court upgrades to the Morawa tennis club would be in the order of \$32k to \$35k+GST which would include in general terms:

- a) Procure a feature /topographic survey of the site,
- b) Obtain a quote from a geotechnical consultant to provide advice on the ground conditions, new court pavement, and lighting tower foundations.
- c) Court lighting and electrical designs.
- d) Liaison with a representative from the Morawa Tennis Club and my subconsultants.
- e) Prepare 50% and 100% design documentation for the new courts (ewks, court setout, drainage, pavement, linemarking, etc), fencing, lighting
- f) Prepare technical and tender documentation.
- g) Prepare indicative construction costs.
- h) Invite suitable companies to provide a tender quote to construct the works, review the received quotes and make a recommendation to the Tennis Club.

Other costs to consider:

- I. Whilst Porter's will obtain a quote for a geotechnical investigation, typically the Proponent/Developer will accept and engage the geotechnical consultant. Typical cost for a geotech investigation around \$8k+GST.
- II. Contract Administration/Superintending role during the construction phase. If you need Porter's to manage and administer the construction phase (ie resolve technical queries, conduct regular site meetings with the Contractor, site surveillance to ensure works being undertaken in accordance with the documentation, review payment claims, variations, etc) a budget amount for this service would be in the order of \$30k+GST. Some Clients are comfortable taking on this role themselves and don't require Porter's to provide full time services.
- III. Based on some budgeting estimations for the Peppermint Grove Tennis Club, an indicative construction cost to covert 4 grass courts to hard courts, new lighting and fencing was in the order of \$650k+GST. And if you wanted 6 new courts in Morawa, the order of magnitude cost to construct the courts could be \$1.1m to \$1.2 million +GST.

I trust this information is of value to you and the club.

Regards

**Michael Cook** | Senior Civil Engineer

Porter Consulting Engineers  
58 Kishorn Road | Mt Pleasant | WA 6153  
PO Box 1036 | Canning Bridge | WA 6153  
T: (08) 9315 9955 | M: 0448 931 224



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## Morawa Tennis Club

LtQ10495





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To:	<b>Chad Leeson</b>	From:	<b>Clive Peckham</b>
Site:	<b>Morawa Tennis Club</b>	Date:	<b>23<sup>rd</sup> October 2021</b>
Telephone:	<b>0429 636 953</b>	No. Pages	<b>5</b>
Email:	<b>Chad.leeson@nutrien.com.au</b>	Subject:	<b>Refurbishment of 6 Tennis Courts</b>

*The contents of this quote are intended for the persons / Company it is addressed to. It may contain legally confidential and privileged information. If this quote is received in error, please call this office immediately to advise us of the mistake. We would appreciate your co-operation in this matter*

**Ref: LtQ10945**

Dear Chad

Sports Surfaces has pleasure in providing the following quotation for the refurbishment of six tennis courts at Morawa Tennis Club for your consideration.

**Sports Surfaces**

**Sports Surfaces** is an accredited gold status agent of APT Asia Pacific authorised to offer APT products.

**Sports Surfaces** is the sole agent in Western Australia for all **Plexipave Products**. We have laid the **Plexipave** Pure Acrylic Surfacing Systems on more than 4,000 playing surfaces throughout WA. **Plexipave/Plexicushion** was also selected as the preferred surface on thirteen courts at the **WA State Tennis Centre**, at the **1996 Atlanta Olympic Games** and was selected as the **Australian Open Series** surface. It has also been laid at the indoor and outdoor **Hopman Cup** courts at Burswood and more recently at the Perth Arena.

**Sports Surfaces** are now an agent for **Rebound Ace** in Western Australia.

**Sports Surfaces** are a member of **Sports & Play Industry Association Limited**

**Clive Peckham** has been involved in the sports industry with an excellent reputation for over 39 years; he is highly experienced at national and international level with an excellent track record of installing Multi Sports Surfaces in Australia, the UK and Globally.

- Training and leadership of staff in the installation of all aspects of the **Plexipave** systems and Health and Safety requirements set by the Government.
- Designing and the building of **Plexipave** and Har-Tru clay tennis facilities including courts constructed at **Wimbledon Lawn Tennis Club**.
- Design and installing of synthetic turf tennis courts, soccer pitches and cricket wickets.

This quotation is based on the understanding that: -

- The works are to be carried out during favorable weather conditions.
- There is unrestricted access to both a power and water supply close to the facility. (FOC)
- Clear access for the delivery of materials and equipment to site is to be provided.
- No allowance has been made for security or cost to store, if required a variation will be applied.
- No allowance for hard digging
- No allowance for planning and drawings
- No allowance for any disruption to underground services

### **Scope of Works — 6 Tennis Courts**

#### **Earthworks**

- To strip out and remove base, including synthetic turf to approximately 150mm and take to local tip
- Remove all fencing and take to local tip
- Supply and import road base to line and level including compaction with laser grader to 1% fall



- To supply and lay 30mm black asphalt AC7

**\$442,400.00**

**No testing or surveyor has been allowed for.**

**Scope of Works – Fencing**

- Supply and install 3m high top and bottom rail fencing 70m x 63m with a dividing fence
- 50NB corner/end post
- 40NB intermediate post
- 32NB rails
- All steel work galvanised
- 50mm galvanised 2.5mm gauge chain wire
- 6 x PA gates
- 1 x 3m vehicle gate.

**\$40,625.00**

**Plexicushion Option ~3349m<sup>2</sup> (on new asphalt only)**

- Blow down court to remove dirt and debris
- Supply and lay a ten coat **Plexicushion** Prestige System comprising of one coat of **Plexipave** Acrylic Resurfacer, three coats of **Plexicushion** base coat, three coats of **Plexicushion** standard and three coats of **Plexipave** fortified
- Line mark by hand 50mm wide lines for six tennis courts with **Plexipave** Colour, including line sealer. The purpose of the line sealer is to stop any bleeding on to the court area.

**\$235,765.00**

**Macrocurl Synthetic Turf Option ~3349m<sup>2</sup>**

**Client to remove existing synthetic turf and saw cut any visible puffballs and tree roots, flushing level to surface with concrete.**

- Patch and make good any remedial works done by others in preparation for the overlay of synthetic turf.
- Blow down court and clean existing surface to remove any dirt or debris
- Supply and install Sports Surfaces' **Macrocurl** 13mm polyethylene synthetic turf including imported white sub-angular silica sand infill and tufted white lines for six tennis courts.

**\$185,240.00**

**Macrocurl has been installed at FPTC, Blue Gum, Manning, City Beach Tennis Clubs and various others.**

**Scope of Works - Tennis Furniture**

- Supply and install 6 pairs of tennis posts, sleeves powder coated black and caps including a centre anchor.
- Supply six competition tennis nest.
- Supply six stainless steel winders.
- Supply and install six centre anchors and centre straps

**\$11,120.00**

**Scope of Works - Freight**

- To transport 42 tonne of silica sand to site from Perth Metro
- To transport 36 rolls of synthetic turf to site from Perth metro

**\$9,855.00**

**Please note no allowance has been made for the following:**

- **Accommodation for four men**
- **Provision of fork lift for off loading**
- **Tipping fees**

**GST**

An additional 10% GST is applicable on the above mentioned price.

**Product Profile**

The **Plexipave** Pure Acrylic Surface System is accredited with an **ITF CLASSIFICATION** and is regarded by Tennis Australia as a **Tier 1 Product**. A **Plexipave Prestige** Cushion System is the surface for the tennis courts at the **Australian Open, Hopman Cup (Perth Arena) and State Tennis Centre**.

**Plexipave** has been laid on over **5000** courts throughout WA by Sports Surfaces. **Plexipave** Surface Systems are products of the most advanced sport surface producer in the world. This is reflected in the applied surface performance, colour stability and long-term cost saving attributes.

### **Warranty**

The UV stabilized, **Plexipave** Pure Acrylic Surface Systems carry a five-year warranty in respect to workmanship and materials subject to fair wear and tear. It is also dependent on a proper record / schedule of the suggested maintenance program and any other works undertaken being properly maintained, dated, and signed.

The warranty offered will not cover cracks that may re-establish in the acrylic surface that either emanates from sub-surface or base movement, or any differential cracking due to different base mediums underlying the acrylic coatings.

Aside from the UV stability of the product, the life expectancy of any acrylic surface system is equally dependent on the amount of usage the facility is subject to. i.e., whether the surface is subject to one or twenty sessions a week.

### **Product Profile Macrocurl**

Macrocurl is a 13mm short pile, sand stabilised synthetic turf classified as heavy-duty commercial grade. As Macrocurl is a knit-to knit product it requires less sand infill. It is made from 9600 decitex polyethylene yarn. With all the benefits of a 40% longer wearing yarn over standard polypropylene yarns. Macrocurl plays and feels as close to natural grass as is currently possible.

### **Warranty**

All Sports Surfaces' synthetic turfs carry an eight-year yarn manufacturer's UV and colourfast warranty and a one-year warranty in respect to workmanship and materials subject to fair wear and tear. This warranty relies upon a proper maintenance program being maintained and recorded.

### **Installation Method**

All Sports Surfaces synthetic turf tennis courts are laid using 400mm wide polybac tape and specially formulated outdoor adhesive to ensure all seams are securely joined without contaminating or touching the surface of the existing base.

This quotation is open for acceptance for 30 days from the date thereof and thereafter is subject to confirmation.

Should you require any further information please call this office on 92442299 (our ref: LtQ10945).

Regards,

Clive Peckham



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## Ordinary Council Meeting 19 October 2023

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- Attachment 1- 11.1.3a RFT-01-2324 Morawa Yalgoo Rd Upgrade***
- Attachment 2- 11.1.3b RFT-01-2324 Tender Assessment Report (Commercial in Confidence Information – Confidential Attachment)***
- Item 11.1.3- Decision regarding Tender RFT-01-2324 Morawa Yalgoo Road Upgrade***
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# Request for Tender

<b>Request for Tender:</b>	<i>MORAWA YALGOO RD UPGRADE</i>
<b>Deadline:</b>	<i>AWST 2.00PM TUESDAY 26 SEPTEMBER 2023</i>
<b>Address for Delivery:</b>	<p><b>Via Email</b>  <a href="mailto:tenders@morawa.wa.gov.au">tenders@morawa.wa.gov.au</a>  <i>The tenderbox has a 10MB limit for attachments</i></p> <p><b>Via Hand</b>  <b>26 Winfield St, Morawa, 6623</b></p> <p><b>Via Registered Mail</b>  <b>PO Box 14, Morawa, 6623</b></p> <p><b>NO OTHER FORMAT OF SUBMISSION WILL BE ACCEPTED</b></p>
<b>RFT Number:</b>	RFT-01-2324

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The information that follows on this page has been prepared to assist tenderers ensure that they have provided all information required. It is the tenderers' sole responsibility to ensure they have read this request thoroughly and provided all information required. Any details requested in this tender request including the schedules below that are not submitted will affect the score in the relevant assessment criteria. Additionally, a lack of detail in the relevant information for each schedule will also affect the score in the relevant assessment criteria.

**PART 5 - TENDERER'S OFFER:** *Tenderer's must complete and return this Part 5 with their tender submission.*

**SCHEDULE 1 – FORMAL OFFER**

**SCHEDULE 2 – STATEMENT OF CONFORMITY**

**SCHEDULE 3 – REFEREES:** *The referees provided must be related to the previous projects listed in Schedule 5.*

**SCHEDULE 4 – RELEVANT PAST EXPERIENCE:** *Only details of previous projects involving the construction of sealed PUBLIC roads in remote locations should be provided in this schedule. Projects which involve supply of dry or wet hire to a separate head civil roadworks contractor should be clearly noted separately.*

**SCHEDULE 5 – CURRENT PROJECT COMMITMENTS:** *Tenderers need to nominate when other projects will be completed and when the tenderer is available to commence work with full suite of plant and personnel.*

**SCHEDULE 6 – KEY PERSONNEL:** *The specific details (names and associated resumes) provided for the Project Manager, Supervisor and Grader Operators will be used to score the relevant assessment criteria.*

**SCHEDULE 7 – INSURANCES:** *The relevant insurance information needs to be provided in this schedule. A failure to supply current insurance details in this schedule will mean the tender will be deemed non-conforming and not accepted for assessment.*

**SCHEDULE 8 – NOMINATED SUBCONTRACTORS:** *Any subcontractors that the tenderer proposes to use must be nominated in this schedule.*

**Part 1 READ AND KEEP THIS PART**

## **1 GENERAL INFORMATION FOR TENDERERS**

### **1.1 General**

This PART 1 provides Tenderers with a brief description of the services required and a background to the Tender process. If there is any conflict between it and the detailed Specifications in the later Sections of these documents, the requirements in the later Sections shall have precedence.

This Request for Tender is comprised of the following parts:

- Part 1 – General Information for Tenderers (read and keep this part)
- Part 2 – Conditions of Tendering (read and keep this part)
- Part 3 – General Conditions of Contract (read and keep this part)
- Part 4 – Special Conditions of Contract (read and keep this part)
- **Part 5 - Tenderers Offer and Responses (complete and return this part)**
- **Part 6 – Tender Response Schedules (complete and return this part including all schedules)**
- Part 7 – Appendices (read and keep this part)

#### **Separate Documents**

- Addenda and any other special correspondence issued to Tenderers by the Principal.
- Any other policy or document referred to but not attached to the Request

### **1.2 Contract Requirements in Brief**

Suitably resourced, skilled and experienced contractors are invited to submit a tender for the upgrade of specific sections of the Morawa Yalgoo Rd.

### **1.3 Contract Objectives**

The Objectives of the Contract include the following:

- To complete the scope of work in accordance with the project specifications.
- To undertake the works in a safe, cost effective and efficient manner to achieve an acceptable standard of performance in accordance with industry standards and standards required by this specification.

**Part 1 READ AND KEEP THIS PART**

- To maintain regular and effective communication between the Contractor, Superintendent and Principal to ensure a high quality and standard of all works required under the contract.
- To ensure compliance with all Shire of Morawa's purchasing and procurement policies as well as the Shire's Disability Access Inclusion Plan. Refer to the Shire's website for further information.

**1.4 Definitions**

Below is a summary of some of the important defined terms used in this Request:

<b>Attachments:</b>	The documents you attach as part of your Tender.
<b>Contractor:</b>	Means the person or persons, corporation or corporations whose Tender is accepted by the Principal, including the executors or administrators, successors and assignments of such person or persons, corporation or corporations.
<b>Deadline:</b>	The deadline for lodgement of your Tender as detailed on the front cover of this Request.
<b>General Conditions of Contract:</b>	Means the General Conditions of Contract for the Provision of Services nominated in Part 3.
<b>Offer:</b>	Your offer to supply the Requirements.
<b>Principal:</b>	Shire of Morawa
<b>Request OR RFT OR Request for Tender:</b>	This document.
<b>Requirement:</b>	The Services requested by the Principal.
<b>Selection Criteria:</b>	The Criteria used by the Principal in evaluating your Tender.
<b>Specification:</b>	The Specification referred to in this Contract.
<b>Superintendent:</b>	Shire of Morawa

**Part 1 READ AND KEEP THIS PART**

<b>Superintendent's Representative:</b>	To be appointed by the Shire of Morawa
<b>Tender:</b>	Completed Offer form, Response to the Selection Criteria and Attachments.
<b>Tenderer:</b>	Someone who has or intends to submit an Offer to the Principal.
<b>Works or Services:</b>	Means the Works or Services, which the Contractor is required to provide to the Principal under the Contract.

### 1.5 Scope of Work

The Shire is committed to upgrading the Morawa Yalgoo Rd from the existing narrow seal to an 8m wide seal. As part of this commitment, the Shire has received funding to upgrade the following segment during the 2023/24 financial year:

- Slk 31.79 – 34.79

The work associated with the above section forms Separable Portion A.

The Shire has also submitted a funding application to upgrade the following additional section during the 2023/24 financial year:

- Slk 34.79 – 36.29

The work associated with the above section forms Separable Portion B.

The scope of work for the successful tenderer is all works required to upgrade the aforementioned road segments. Specifically, the scope comprises:

- Widen existing culvert structure at Slk 33.25 including construction of new headwalls.
- Removal of the existing narrow and disposal to spoil offsite.
- Earthworks widening on either side of the road to achieve a total subgrade formation width of 12m. The existing basecourse gravel can be cut down as required to provide the necessary fill material to widen the road embankment formation to achieve the 12m wide subgrade.
- Import and spread additional gravel basecourse material to achieve a 10m wide basecourse width plus 1m wide tapered shoulders on either side. The minimum compacted thickness of the constructed basecourse pavement shall be 150mm.

**Part 1 READ AND KEEP THIS PART**

- Mix and compact the gravel top up material with the existing pavement material to achieve a minimum 150mm compacted basecourse layer.
- Trim the constructed basecourse layer to level and prepare the basecourse surface for sealing.
- Supply and spray two-coat bitumen seal.
- Pavement upgrade works are to include an intersection fishtails at the following intersections:
  - Madden Rd (Slk 35.09 LHS)
  - Sermon Rd (Slk 35.45 RHS)
- Supply and installation of new roads signs and guideposts as well as relocation of existing signs.

The successful Contractor will be responsible for ensuring the works are completed in accordance with the Appendix A - Specifications and Appendix B -Typical details (*as well as the referenced Main Roads standard drawings for box culverts and headwalls*) contained within.

<b>Part 2 READ AND KEEP THIS PART</b>
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## 2 CONDITIONS OF TENDERING

The applicable General Conditions of Contract, as referred to in this Request, are contained in Section 3. Tenderers are to ensure they have read and understood the General Conditions of Contract and shall include in their tendered price the cost of complying with the General Conditions of Contract.

### 2.1 How to Prepare Your Tender

- a) Carefully read all parts of this document
- b) Ensure you understand the Requirements
- c) Complete and return the Offer (Part 5) and Schedules (Part 6) in all respects and include all Attachments
- d) Make sure you have signed the Offer form and responded to all the Selection Criteria
- e) Lodge your Tender before the Deadline

### 2.2 Contact Persons

For any additional information, clarifications or requests please contact the person listed below.

Tenderers should not rely on any information provided by any person other than the person listed below:

<b>Name:</b>	Matt Barns, Greenfield Technical Services
<b>Telephone:</b>	0428 215 540
<b>Email:</b>	matt.barns@greenfieldtech.com.au

### 2.3 Tender Briefing / Site Inspection

The Principal does not intend to conduct a tender briefing / site inspection. The Principal strongly recommends that prospective tenderers make themselves aware of the Shire and its environment prior to submitting a tender.

### 2.4 Lodgement of Tenders and Delivery Method

The tender must be lodged by the Deadline.

The Deadline for this request is **2.00PM TUESDAY 26 SEPTEMBER 2023.**

Tenderers shall address and clearly label their tender submission as Shire of Morawa – **RFT-01-2324 MORAWA YALGOO RD UPGRADE** and shall be submitted via one of the following methods;



**Part 2 READ AND KEEP THIS PART**

1. A sealed envelope marked “Private and Confidential Tender Submission RFT-01-2324” delivered via hand in to;

Shire of Morawa  
26 Winfield St,  
Morawa, WA 6623

2. A sealed envelope marked “Private and Confidential Tender Submission RFT-01-2324” sent via registered mail as per below;

Shire of Morawa  
PO Box 14,  
Morawa, WA 6623

3. Emailed to:

[tenderbox@morawa.wa.gov.au](mailto:tenderbox@morawa.wa.gov.au)

**Note: 10MB limit for a single email**

**No other format of tender submission other than those mentioned above will be accepted.**

It is the tenderer’s responsibility to ensure timely and complete delivery of any submission document. Tenders will not be accepted after the nominated closing date and time, or a revised closing date and time notified in writing to all Tenderers.

## **2.5 Rejection of Tenders**

A Tender will be rejected without consideration of its merits in the event that it is not submitted before the Deadline and may be rejected without consideration of its merits in the event that:

- a) It is not submitted at the place specified in the Request; or
- b) It fails to comply with any other requirements of the Request.

## **2.6 Late Tenders**

Tenders received after the Deadline will not be accepted for evaluation.

## **2.7 Acceptance of Tenders**

Unless otherwise stated in this Request, Tenders may be for all or part of the Requirements and may be accepted by the Principal either wholly or in part. The Principal is not bound to accept the lowest Tender and may reject any or all Tenders submitted.

## **2.8 Customs Duty**

The Tenderer shall allow for any customs duty and premise applicable to all imported materials, plant and equipment required in connection with the works in its Tender.

**Part 2 READ AND KEEP THIS PART**

## **2.9 Site Allowances**

This contract is not subject to adjustment for Site allowances.

## **2.10 Disclosure of Contract Information**

Documents and other information relevant to the contract may be disclosed when required by law under the *Freedom of Information Act 1992* or under a Court order.

All Tenderers will be given the particulars of the successful Tenderer (s) or be advised that no Tender was accepted.

## **2.11 Tender Validity Period**

All Tenders will remain valid and open for acceptance for a minimum period of ninety (90) days from the Deadline or forty-five (45) days from the Principal's resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

## **2.12 Precedence of Documents**

In the event of there being any conflict or inconsistency between the terms and conditions in this Request and those in the General Conditions of Contract, the terms and conditions appearing in this Request will have precedence.

## **2.13 Discrepancies, Errors and Emissions**

Should Tenderers find:

- any discrepancy, error or omissions in the Tender Documents; or
- the Tender documents are at variance with laws, ordinance, rules and regulations bearing on the conduct of the work;

they shall notify the Contact Person promptly in writing thereof, before the Deadline.

Any work performed contrary to such laws, ordinances, rules and regulations will not be accepted.

## **2.14 Statutory Requirements**

Tenderers shall make allowance to provide evidence that the work to be undertaken or completed or in progress satisfies all relevant statutory requirements. All materials, equipment, and work methods proposed by the Tenderer shall comply with the Work Health and Safety requirements presently in force within Western Australia.

## **2.15 Alternative Tenders**

Tenders submitted as Alternative Tenders or made subject to conditions and/or details other than:

**Part 2 READ AND KEEP THIS PART**

- the General conditions of Contract
- the Special Conditions of Contract
- the project specifications

must in all cases arising be clearly marked “**ALTERNATIVE TENDER**”. For an Alternative Tender to be considered, it must be accompanied by a conforming Tender.

The Principal may in its absolute discretion reject any Alternative Tender as invalid.

Any printed “General Conditions of Contract” shown on the reverse of a Tenderer’s letter or quotation form will not be binding on the Principal in the event of a Contract being awarded unless the Tender is marked as an Alternative Tender

Alternative Tenders must offer significant advantage over conforming tenders to the Shire if they are to be accepted by the Shire.

### **2.16 Tenderers to Inform Themselves**

Tenderers will be deemed to have:

- a) examined the Request and any other information available in writing to Tenderers for the purpose of tendering;
- b) examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their Tender which is obtainable by the making of reasonable enquires;
- c) satisfied themselves as to the correctness and sufficiency of their Tenders including tendered prices which will be deemed to cover the cost of complying with all the Conditions of Tendering and of all matters and things necessary for the due and proper performance and completion of the work described therein;
- d) acknowledged that the Principal may enter into negotiations with a chosen Tenderer and that negotiations are to be carried out in good faith; and
- e) satisfied themselves they have a full set of the Request documents and all relevant attachments.

### **2.17 Alterations**

The Tenderer must not alter or add to the Request documents unless required by these Conditions of Tendering.

The Principal will issue an addendum to all registered Tenderers where matters of significance make it necessary to amend or supplement the issued Request documents before the Deadline.

**Part 2 READ AND KEEP THIS PART**

## **2.18 Risk Assessment**

The Principal may have access to and give consideration to:

- a) any risk assessment undertaken by any credit rating agency;
- b) any financial analytical assessment undertaken by any agency; and
- c) any information produced by the Bank, financial institution, or accountant of a Tenderer;

so as to assess that Tender and may consider such materials as tools in the Tender assessment process.

Tenderers may be required to undertake to provide to the Principal (or its nominated agent) upon request all such information as the Principal reasonably requires to satisfy itself that Tenderers are financially viable and have the financial capability to provide the Services for which they are submitting and meet their obligations under any proposed Contract.

The Principal reserves the right to engage (at its own cost) an independent financial assessor as a nominated agent to conduct financial assessments under conditions of strict confidentiality. For this assessment to be completed, a representative from the nominated agent may contact you concerning the financial information that you are required to provide.

The financial assessment is specifically for use by the Principal for the purpose of assessing Tenderers and will be treated as strictly confidential.

## **2.19 Confidentiality of Submission Information**

The Principal will treat all information provided in a Tender submission as confidential and will not use it other than for purposes of, or related to, the Tender evaluation or as otherwise required by law.

Documents and other information relevant to a Tender may be disclosed when required by law, such as under the Freedom of Information Act 1992, the Local Government Act 1995, the Local Government (Functions and General) Regulations 1996 or under a court order documents and other information relevant to the contract may be disclosed when required by law under the Freedom of Information Act 1982 or under Court Orders.

All Tenderers will be given particulars of the successful Tenderer or advised that no Tender was accepted

## **2.20 Property and Copyright in Request Documents**

All intellectual property, including patents, copyright, trademarks, know-how, technical information and confidential information in or attaching to this Request shall remain the

**Part 2 READ AND KEEP THIS PART**

property of the Principal. A Tenderer shall not use any of the information in this Request for any purpose other than the preparation of its Tender submission

### **2.21 Evaluation Process**

This is a Request for Tender.

Your Tender will be evaluated using information provided in your Tender.

The following evaluation methodology will be used in respect of this Request:

- a) Tenders are checked for completeness and compliance. Tenders that do not contain all information requested (e.g. completed offer form, attachments and any other information and/or documentation requested within this tender) may be excluded from evaluation.
- b) Tenders are assessed by the Shire's appointed Tender Evaluation Panel against the Selection Criteria. Contract costs are evaluated (e.g. tendered prices) and other relevant whole of life costs are considered.
- c) The most suitable Tenderers may be shortlisted and may also be required to clarify their Tender, make a presentation, demonstrate the product/solution offered and/or open premises for inspection. Referees may also be contacted prior to the selection of the successful Tenderer.

A Contract may then be awarded to the Tenderer whose Tender is considered the most advantageous Tender to the Principal.

The Principal reserves the right to take into consideration any feature of a tender that provides a benefit to the Shire of Morawa and the community. Further, the Principal also reserves the right to take into consideration the Tenderer's past performance on any previous projects undertaken for the Shire. Any additional features or past performance will be evaluated in accordance with the value-for-money assessment process outlined within.

### **2.22 Compliance Criteria**

The criteria detailed in Section 5.2 will not be point scored. Each Tender will be assessed by the Principal on a Compliant/Non-Compliant basis as to whether the criterion is satisfactorily met. An assessment of "Non-Compliant" against any criterion may eliminate the Tenderer from consideration.

Compliant tenders will proceed to be evaluated against the selection criteria.

### **2.23 Selection Criteria**

The Contract may be awarded to a sole Tenderer or a panel of Tenderer(s) who best demonstrate the ability to provide quality services at a competitive price. The tendered prices

<b>Part 2 READ AND KEEP THIS PART</b>
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will be assessed together with qualitative and compliance criteria to determine the most advantageous outcome to the Principal.

The Principal has adopted a “best value for money” approach to this Request.

Failure to address all the Selection Criteria may result in the tender being deemed non-compliant and the tender rejected.

The Selection Criteria is comprised of the following components:

<b>SELECTION CRITERIA DETAILS</b>	<b>WEIGHTING</b>
<b>1) Price</b>	<b>50%</b>
<b>2) Qualitative</b>	<b>50%</b>
2a) Tenderer’s demonstrated sealed road construction experience	15%
2b) Demonstrated sealed road construction experience of key members of the project construction team – <i>Project Manager, Site Supervisor and Final Trim Grader Operator</i>	15%
2c) Capacity to commence and complete contract works within designated timeframe	20%

### **2.24 Price Criteria (50%)**

The Tenderer is to complete the Price Schedules given in Section 5.3.3.

**Before completing the Price Schedule, Tenderers should ensure they have read this entire Request.**

All prices for products / services offered under this RFT Request are to be fixed for the term of the Contract.

**Tendered prices are EXCLUSIVE of Goods and Services Tax (GST).**

Unless otherwise indicated prices tendered must include all applicable levies, duties, taxes and charges. Any charge not stated in the Tender, as being additional will not be allowed as a charge for any transaction under any resultant Contract.

**There is no provision for rise and fall within this Contract.**

**Part 2 READ AND KEEP THIS PART****2.25 Qualitative Criteria (50%)**

In determining the most advantageous Tender, the Evaluation Panel will score each Tender against the qualitative criteria as detailed within Section 5.3.1 of this document. Each criterion will be weighted to indicate the relative degree of importance that the Principal places on the technical aspects of the goods or services being purchased.

It is essential that Tenderers address each qualitative criterion. Information that you provide addressing each qualitative criterion will be point scored by the Evaluation Panel.

**Failure to provide the required information may result in the tender being deemed non-compliant and elimination from the tender evaluation process or a low score.**

Before responding to the following qualitative criteria, Tenderers must note the following:

- All information relevant to your answer to each criterion are to be contained within your Tender
- Tenderers are to assume that the Evaluation Panel has no previous knowledge of your organisation, its activities or experience
- Tenderers are to provide full details for any claims, statements or examples used to address the qualitative criteria
- Tenderers are to address each issue outlined within the qualitative criterion

A scoring system will be used as part of the assessment of the qualitative criteria. Unless otherwise stated, a Tender that provides all the information requested will be assessed as satisfactory. The extent to which a Tender demonstrates greater satisfaction of each of these criteria will result in a greater score. The aggregate score of each Tender will be used as one of the factors in the final assessment of the qualitative criteria and in the overall assessment of value for money.

**2.26 Ownership of Tenders**

All documents, materials, articles and information submitted by the Tenderer as part of or in support of the Tender will become upon submission the absolute property of the Principal and will not be returned to the Tenderer at the conclusion of the Tender process provided that the Tenderer be entitled to retain copyright and other intellectual property rights therein, unless otherwise provided by the Contract.

**2.27 Canvassing of Officials**

If the Tenderer, whether personally or by an agent, canvasses any of the Principal's Commissioners or Councillors Officers (as the case may be) with a view to influencing the

**Part 2 READ AND KEEP THIS PART**

acceptance of any Tender made by it or any other Tenderer, then regardless of such canvassing having any influence on the acceptance of such Tender, the Principal may at its absolute discretion omit the Tenderer from consideration.

### **2.28 Identity of the Tenderer**

The identity of the Tenderer and the Contractor is fundamental to the Principal. The Tenderer will be the person, persons, corporation or corporations named as the Tenderer in Schedule 1 and whose execution appears on the same schedule. Upon acceptance of the Tender, the Tenderer will become the Contractor.

### **2.29 Costs of Tendering**

The Principal will not be liable for payment to the Tenderer for any costs, losses or expenses incurred by the Tenderer in preparing their Offer.

### **2.30 Tender Opening**

Tenders will be opened in the office of the Shire of Morawa, Morawa, on or as soon as practicable after the advertised Deadline in accordance with all local government purchasing and tendering regulations. All Tenderers and members of the public may attend or be represented at the opening of Tenders. Those who intend on attending the tender opening are requested to notify the tender's nominated contact person prior to the tender deadline.

The names of the persons who submitted a Tender by the due Deadline will be read out at the Tender Opening. No discussions will be entered into between Tenderers and the Principal's officers present or otherwise, concerning the Tenders submitted.

### **2.31 In House Tenders**

The Principal does not intend to submit an In-House Tender.



**Part 3 READ AND KEEP THIS PART****3 GENERAL CONDITIONS OF CONTRACT**

The General Conditions of Contract are the Australian Standard AS 2124-1992: General Conditions of Contract.

**3.1 Annexure to the Australian Standard General Conditions of Contract - Part A**

This Annexure shall be issued as part of the tender documents and is to be attached to the General Conditions of Contract and shall be read as part of the Contract.

The annexure table below is common to all three contracts that are expected to arise from this tender.

The law applicable is that of the State or Territory of: (Clause 1)	WESTERN AUSTRALIA
Payment under the Contract shall be made at: (Clause 1)	MORWA, WESTERN AUSTRALIA
The Principal: (Clause 2)	CHIEF EXECUTIVE OFFICER, Shire of Morawa
The address of the Principal:	26 Winfield Street Morawa, WA 6623
The Superintendent: (Clause 2)	Shire of Morawa
The address of the Superintendent:	26 Winfield Street Morawa, WA 6623
Limits of accuracy applying to quantities for which the Principal accepted a rate or rates: (Clause 3.3 (b))	No limits
Bill of Quantities – the alternative applying: (Clause 4.1)	Alternative one
The time for lodgement of the priced copy of the Bill of Quantities: (Clause 4.2)	At time of tender
The percentage to which the entitlement to security and retention money is reduced: (Clause 5.7)	50%
Interest on retention money and security – the alternative applying: (Clause 5.9)	Alternative two

**Part 3 READ AND KEEP THIS PART**

The number of copies to be supplied by the Principal: (Clause 8.3)	One
The number of copies to be supplied by the Contractor: (Clause 8.4)	One
The time within which the Superintendent must give a direction as to the suitability and return the Contractor's copies: (Clause 8.4)	14 days
Work which cannot be Subcontracted without approval: (Clause 9.2)	All work
The percentage for profit and attendance: (Clause 11 (b))	Not Applicable
The amount or percentage for profit and attendance: (Clause 11 (c))	Not Applicable
Insurance of the Works – the alternative applying: (Clause 18)	Alternative one
The assessment for insurance purposes of the costs of demolition and removal of debris: (Clause 18 (ii))	5% of the contract sum
The assessment for insurance purposes of consultants' fees: (Clause 18 (iii))	5% of the contract sum
The value of materials to be supplied by the Principal: (Clause 18 (iv))	Nil
The additional amount or percentage: (Clause 18 (v))	Not Applicable
Public Liability Insurance - the alternative applying: (Clause 19)	Alternative one
The amount of Public Liability Insurance shall be not less than: (Clause 19)	\$20,000,000
The Charge for overheads, profit, etc. for Daywork: (Clause 41 (f))	Nil
Times for Payment Claims:(Clause 42.1)	Within 20 days of the receipt of an invoice approved by the Superintendent

**Part 3 READ AND KEEP THIS PART**

Unfixed Plant and Materials for which payment claims may be made notwithstanding that they are not incorporated in the Works: (Clause 42.1(ii))	Nil
Retention Money on: (Clause 42.3)	<p>(a) work incorporated in the Works and any work or items for which a different amount of retention is not provided, 10% of the value until 10% of the Contract Sum is held;</p> <p>(b) items on Site but not yet incorporated in the Works, 10%;</p> <p>(c) items off Site but in Australia 10%;</p> <p>(d) items not in Australia 10%;</p> <p>(e) disbursements incurred by the Contractor for customs duties, freight, marine insurance, primage, landing and transport in respect of the work under the Contract ----%.</p>
Unfixed Plant or Materials – the alternative applying: (Clause 42.4)	Alternative three
The rate of interest on overdue payments: (Clause 42.9)	Current reserve bank overdraft rate + 1%
The delay in giving possession of the Site which shall be a substantial breach: (Clause 44.7)	3 months
The person to nominate an arbitrator: (Clause 47.3)	Chairman of the Institute of Arbitrators Australia, WA Chapter
Location of arbitration: (Clause 47.3)	PERTH, WESTERN AUSTRALIA

**Part 3 READ AND KEEP THIS PART****3.2 Separable Portions**

This Annexure shall be issued as part of the tender documents and is to be attached to the General Conditions of Contract and shall be read as part of the Contract.

The annexure table below is common to all three contracts that are expected to arise from this tender.

<b>Separable Portion</b>	<b>PART A:</b> Morawa Yalgoo Rd Slk 31.79-34.79	<b>PART B:</b> Morawa Yalgoo Rd Slk 34.79-36.29
Contractor shall provide security in the amount of: (Clause 5.2)	Nil	Nil
The Principal shall provide security in the amount of: (Clause 5.2)	Nil	Nil
The period of notice required of a party's intention to have recourse to retention money and/or convert security: (Clause 5.5)	5 DAYS	5 DAYS
The time for giving possession of the Site: (Clause 27.1)	30 October 2023	30 October 2023
The Date or period for Practical Completion: (Clause 35.2)	08 April 2024	08 April 2024
Liquidated Damages per day: (Clause 35.6)	\$1,000 per day	\$1,000 per day
Limit on Liquidated Damages: (Clause 35.7)	No Limit	No Limit
Bonus per day for early Practical Completion: (Clause 35.8)	Nil	Nil
Limit of Bonus: (Clause 35.8)	Not Applicable	Not Applicable
Extra costs for Delay or Disruption: (Clause 36)	Nil	Nil
The Defects Liability Period: (Clause 37)	12 months from Practical Completion	12 months from Practical Completion

**Part 3 READ AND KEEP THIS PART**

### **3.3 Annexure to the Australian Standard General Conditions of Contract - Part B**

NOTE: This table is intended for easy reference to clauses that may have been deleted, amended or added to Australian Standard 2124-1992

- 1. The following Clauses have been deleted from the General Conditions in AS2124—1992:**  
Clause 4.4
- 2. The following Clauses have been amended and differ from the corresponding Clauses in AS2124—1992:**  
Clause 5.9, 42.1 and 46.1. *Refer Special Conditions of Contract Sections SCC18, SCC17 and SCC3 respectively.*
- 3. The following Clauses have been added to those of AS 2124—1992:**  
Refer Special Conditions of Contract Sections SCC1, SCC2, SCC4 to SCC16, SCC19 to SCC 21.

**Part 4 READ AND KEEP THIS PART**

## **4 SPECIAL CONDITIONS OF CONTRACT**

### **4.1 SCC1 Patent Rights & Royalties**

The Contractor shall save harmless and indemnify the Principal from and against all claims and proceedings for or on account of infringement of any patent rights, design, trade mark or name or other protected rights in respect of any machine, plant, work, material or thing, system or method of using, fixing, working or arrangement used or fixed or supplied by the Contractor in connection with the execution of the Contract and from and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

### **4.2 SCC2 Rise and Fall in Costs**

Unless otherwise stated in the Contract, the Contract shall not be subject to adjustment for rise and fall in costs.

### **4.3 SCC3 Notification of Claims (Cl. 46.1 AS 2124: 1992)**

In the paragraph of clause 46.1 of the General Conditions of Contract, delete “28” and replace with “14”.

### **4.4 SCC4 Management Requirements**

#### **4.4.1 SCC4.1 Traffic Management**

No works shall commence until the contractor submits a traffic management plan for the approval of the Superintendent as per AS1742.3 and MRWA Code of Practice. The works are to be constructed with minimum interference to traffic.

An appropriate construction programme needs to be approved by the Superintendent prior to the commencement of works.

#### **4.4.2 SCC4.2 Occupational Health and Safety**

No works shall commence until the Contractor submits a safety management plan to the approval of the Superintendent. The Contractor shall ensure that the site is maintained in a safe condition at all times during the course of the works and generally satisfy the management requirements nominated in Occupational Health and Safety Act 1984 and Regulations 1996.

#### **4.4.3 Quality**

The Contractor shall develop the following;

- Program of work
- Inspection and Test Plan
- List of Nominated Sub-contractors

**Part 4 READ AND KEEP THIS PART**

All earthworks and pavements shall be tested and certified by a NATA registered laboratory. The type and frequency of testing shall be as outlined in the relevant sections of Appendix B.

**4.5 SCC5 Errors in Bills of Quantities (Cl. 4.4 of AS2124: 1992)**

Delete all of clause 4.4.

**4.6 SCC6 Pricing Schedule**

The Contractor acknowledges that the Principal has entered the Contract reliant on the Contractor having prepared an accurate Pricing Schedule for the works required under the Contract.

The signing of the Instrument of Agreement by the Contractor is deemed to be an acknowledgment that the quantities detailed in the submitted Pricing Schedule (Section 5.3.3 of the Tender Response) are correct and that no future claim will be made with respect to the accuracy of quantities.

This sub clause does not preclude the Contractor from making a claim under Clause 40.5 in the event that the scope is varied as directed by the Superintendent.

**4.7 SCC7 Pre-Conditions to Commencing Works**

The Contractor shall not commence the Works until the Superintendent has notified the Contractor that the Superintendent has approved:

- the Insurances required by the Contract
- the Contractor's Construction/Works Program,
- the Contractor's Traffic Management Plan,
- the Contractor's Health and Safety Plan,
- the Contractor's Environmental Plan, and
- the Contractor's Project Quality Plan including Inspection Test Plans (ITPs).

This approval is conditional on the Contractor complying with any subsequent instructions from the Superintendent to amend the plans, within a time limit specified by the Superintendent.

The initial submission of each of the above documents shall be no later than 14 calendar days prior to taking possession of the site.

**Part 4 READ AND KEEP THIS PART****4.8 SCC8 Quality System**

Notwithstanding any statements to the contrary in the Contractor's Quality Manual or Quality Plan, no part of the Quality System shall be used to pre-empt, preclude or otherwise negate either technical or any other requirements of the Contract Documents.

Quality System Procedures shall be used as an aid to achieve conformance with the Contract Document, and documenting such conformance, and in no way shall they relieve the Contractor of his responsibility to comply with the Contract Documents.

**4.9 SCC9 Access to Work**

The Contractor shall at all reasonable times give to the Principal and to the Superintendent and to any other persons authorised in writing by the Principal or by the Superintendent access to the work under the Contract and should provide every reasonable facility necessary for the supervision, examination and testing of any work or materials for the Contract, including the provision of surveillance and audits of the Contractor's Quality Plan and Safety Plan (where applicable), at any place where any such work is being or is to be carried out or materials are prepared.

**4.10 SCC10 Industrial Matters**

The Contractor is responsible for the conduct of all proceedings, conferences, negotiations and dealings with unions and union representatives, regarding industrial matters arising in relation to the performance of the Works but the Contractor shall keep the Superintendent fully informed of all such matters and shall not commence negotiations or make any offer of settlement or finalise an arrangement with a union without prior consultation with and having the consent of the Superintendent.

The Contractor shall observe the requirements of all relevant industrial awards and shall immediately notify the Superintendent if a strike or any other form of industrial unrest occurs and provide full details if requested.

**4.11 SCC11 Goods and Services Tax (GST)****4.11.1 SCC11.1 GST Exclusive Amounts**

Except where specified, all amounts in this Contract are GST exclusive and subject to this clause.

**4.11.2 SCC11.2 Payment in Respect of Contractor's GST Liability**

- If this Contract relates to work for which the Principal accepted a lump sum, the Principal's maximum liability to pay or reimburse the Contractor under this clause for



**Part 4 READ AND KEEP THIS PART**

GST (subject to any Variations approved in accordance with this Contract) will be limited to the amount stated for GST in the price schedule.

- If this Contract relates to work for which the Principal accepted rates, the Principal's maximum liability to pay or reimburse the Contractor under this clause for GST (subject to any Variations approved in accordance with this Contract) will be limited to 10% of the sum ascertained by multiplying the measured quantity of each section or item of work actually carried out under the Contract by the rate accepted by the Principal for the section or item.
- In addition to any other consideration or payment obligation of the Principal of a Supply in connection with this Contract, the Principal shall pay to the Contractor or reimburse the Contractor for any GST the Contractor shall pay:
  - on any Supply made by the Contractor in connection with this Contract; and
  - in relation to any aspect of this Contract.
- Notwithstanding any other provision of this Contract, the Contractor will not be entitled to recover from the Principal any amount in respect of GST relating to work under the Contract where the costs of that work are to be borne by the Contractor for any reason.

**4.11.3 SCC11.3 Payment in Respect of Principal's GST Liability**

In addition to any other consideration or payment obligation of the Contractor of a Supply in connection with this Contract, the Contractor shall pay to the Principal or reimburse the Principal for any GST the Principal shall pay:

- on any Supply made by the Principal in connection with this Contract; and
- in relation to any aspect of this Contract.

**4.11.4 SCC 11.4 Time for Payment - By the Principal**

The Principal shall pay or reimburse the Contractor for GST at the same time as the payment obligation to which the GST relates, provided that the Contractor has first provided a Tax Invoice in respect of that GST.

Notwithstanding any other provision of this Contract, the Contractor will not be entitled to recover from the Principal any amount in respect of GST the Contractor has paid or is liable to pay in relation to or in connection with any outgoing, expense or cost paid or payable by the Contractor, if the Contractor is entitled to receive a credit for that GST.

**Part 4 READ AND KEEP THIS PART**

**4.11.5 SCC 11.5 Time for Payment - By the Contractor**

The Contractor shall pay or reimburse the Principal for GST at the earlier of the time of the payment obligation to which the GST related, or upon the Principal providing a Tax Invoice in respect of that GST.

Notwithstanding any other provision of this Contract, the Principal will not be entitled to recover from the Contractor any amount in respect of GST the Principal has paid or is liable to pay in relation to or in connection with any outgoing, expense or cost paid or payable by the Principal, if the Principal is entitled to receive a credit for that GST.

**4.11.6 SCC 11.6 Tax Savings**

The parties acknowledge that it is not the intent of this Contract that the Contractor receives windfall pricing benefits that might otherwise accrue directly from taxes, duties or statutory charges in respect of its input costs that exist at the time of entering into this Contract and are varied or eliminated during the currency of the Contract. The Contractor shall, therefore, to the extent required of the Contractor under section 75AU of the Trade Practices Act 1974 and having regard to any guidelines issued pursuant to section 75AV of that Act, pass on to the Principal any reductions in cost.

**4.12 SCC 12 Warranties by the Contractor**

The Contractor warrants that:

- The Contractor, its Subcontractors and their respective employees, have the requisite expertise, applicable professional skills and capabilities to carry out the Works and will continue to have them during the term of the Contract.
- The Contractor has familiarised itself with local conditions and all applicable legislative requirements.
- The Contractor's Subcontractors and their respective employees will not enter the Site without having first familiarised themselves to the extent necessary with local conditions and legislative requirements.
- The Contractor has examined all information relevant to risks, contingencies and circumstances having an effect on the Pricing Schedule and obtainable by making reasonable inquiries.
- The Contractor has inspected the Site and its surroundings.

**Part 4 READ AND KEEP THIS PART**

- The Contractor will not do or permit anything that might damage the name or reputation of the Principal or reasonably invite adverse public criticism or result in the Principal being the subject of any official investigation.

#### **4.13 SCC 13 Hours of Operation**

The Contractor shall as a normal procedure confine its operation to daylight hours between the hours of 6:30 am and 5:30 pm Monday to Sunday.

The Superintendent may consider a request by the Contractor to vary its hours of operation, which approval will not be unreasonably withheld – subject to local resident approval.

Notwithstanding, the Contractor shall not work outside of the hours prescribed above without the prior written approval of the Superintendent.

#### **4.14 SCC 14 Induction**

It is a fundamental requirement of this Contract that the Contractor and all its employees and sub-contractors are inducted under the Contractor's Induction policy prior to commencing work on site.

#### **4.15 SCC 15 Evidence of Licences**

The Contractor shall provide to the Superintendent evidence of all licences and permits required to perform the Contract Works, prior to commencing any operation for which such licences and permits are relevant.

#### **4.16 SCC 16 Site Supervision**

The Contractor shall ensure that the competent and experienced site supervisor nominated in the tender, is on site full-time for the duration of the Contract. Supervisory staff may not be substituted or removed without the prior approval of the Principal.

#### **4.17 SCC 17 Payments (Cl. 42.1 of AS2124: 1992)**

After the word "payment" on the third line of the first sentence of clause 42.1 of the General Conditions of Contract, add the words "and a tax invoice"

In the first sentence of the fourth paragraph of clause 42.1 of the General Conditions of Contract, delete "28 days after receipt by the Superintendent of a claim for payment or within 14 days of issue by the Superintendent of the Superintendent's payment certificate, whichever is the earlier" and replace with "20 days after the end of the month in which the Superintendent receives a tax invoice in accordance with the first paragraph of clause 42.1, and subject to the contractor providing a credit note if the value of the tax invoice is higher than the amount subsequently certified by the Superintendent."

**Part 4 READ AND KEEP THIS PART**

#### **4.18 SCC 18 Retention (Cl. 5.9 of AS 2124:1992)**

The Principal prefers the Contractor to lodge a bank guarantee in lieu of retention. However, if retention is to be deducted, the following amendment to the General Conditions of Contract shall apply.

Under the paragraph headed Alternative 2 of Clause 5.9 of the General Conditions of Contract, delete the second sentence.

#### **4.19 SCC 19 Appendices**

The specifications, policies, procedures, practices, plans, forms, reports and anything else included or referred to in the attached appendices are applicable to the Contract and the Contractor shall comply with all requirements contained or referred to in the appendices.

**Part 5 COMPLETE AND RETURN THIS PART**

## 5 TENDERER'S OFFER

### 5.1 Form of Tender

The Chief Executive Officer

Shire of Morawa

26 Winfield Street, Morawa WA 6623

I/We (Registered Entity Name): \_\_\_\_\_

(BLOCK LETTERS)

of: \_\_\_\_\_

(REGISTERED STREET ADDRESS)

ABN \_\_\_\_\_ ACN (if any) \_\_\_\_\_

Telephone No: \_\_\_\_\_ Facsimile No: \_\_\_\_\_

E-mail: \_\_\_\_\_

#### **In response to RFT-01-2324 MORAWA YALGOO ROAD UPGRADE.**

I/We agree that I am/We are bound by and will comply with this Request and its associated schedules, attachments, all in accordance with the Conditions of Tendering contained in this Request signed and completed.

The tendered price is valid up to ninety (90) calendar days from the date of the Tender closing or forty-five (45) days from the Council's resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

I/We agree that there will be no cost payable by the Principal towards the preparation or submission of this Tender irrespective of its outcome.

The tendered consideration is as provided under the schedule of rates of prices in the prescribed format and submitted with this Tender.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2023

Signature of authorised signatory of Tenderer: \_\_\_\_\_

Name of authorised signatory (BLOCK LETTERS): \_\_\_\_\_

Position: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Authorised signatory Postal address: \_\_\_\_\_

Email Address: \_\_\_\_\_





**Part 5 COMPLETE AND RETURN THIS PART**

<p>vii) <b>Conflict of Interest</b></p> <p>Will any actual or potential conflict of interest in the performance of the Tenderers obligations under the Contract exist if awarded the Contract, or are any such conflicts of interest likely to arise during the Contract? If yes, please provide details.</p>	<p><i>Information Supplied</i></p> <p>Yes / No</p> <p><input type="checkbox"/> <input type="checkbox"/></p> <p><i>Is there a Conflict of Interest?</i></p> <p>Yes / No</p> <p><input type="checkbox"/> <input type="checkbox"/></p>	
<p>viii) <b>Insurance</b></p> <p>Does the Tenderer maintain the minimum insurance requirements of this Request? If Yes, provide evidence of the Tenderers insurance coverage including, insurer, expiry date, value and type of insurance. If Tenderer holds “umbrella Insurance” please ensure a breakdown of the required insurances are provided. A copy of the Certificate of Currency is to be provided to the Principal within 7 working days of acceptance.</p> <p>Minimum insurance cover is as per Section 3.1</p>	<p>Yes</p> <p><input type="checkbox"/></p>	<p>No</p> <p><input type="checkbox"/></p>
<p>ix) <b>Critical Assumptions</b></p> <p>Tenderers are to specify any assumptions they have made that are critical to the Tender, including assumptions relating to pricing and ability to provide the Requirements in the manner specified in this Request. Tenderers should attach these assumptions in an attachment labelled <b><u>“Critical Assumptions”</u></b></p>	<p><i>Information Supplied</i></p> <p>Yes / No</p> <p><input type="checkbox"/> <input type="checkbox"/></p>	

**5.3 Selection Criteria****5.3.1 Qualitative Criteria**

Tenderers are required to address the following qualitative criteria and provide details in the relevant schedules. Any item requested in the schedules below that is not specifically addressed by the tenderer may affect the tenderers score.

Before responding to the following qualitative criteria, Tenderers must note the following:

- a) All information relevant to your answers to each criterion are to be contained within your Tender



**Part 5 COMPLETE AND RETURN THIS PART**

- b) Tenderers are to assume that the Evaluation Panel has no previous knowledge of your organisation, its activities or experience
- c) Tenderers are to provide full details for any claims, statements or examples used to address the qualitative criteria
- d) Tenderers are to address each issue outlined within a qualitative criterion

<p><b>A. Demonstrated Sealed Road Construction Experience of the Organisation</b></p> <p>Tenderers must provide the following information in the schedules listed as part of fulfilling this requirement or where a schedule is not listed, a separate attachment.</p>	<p><b>Weighting</b> <b>&lt; 15% &gt;</b> <b>Tick if attached</b></p>
<ul style="list-style-type: none"> <li>- Provide details of the tenderer's previous experience at completing similar works in similar areas. Complete the pro-forma at <b>Schedule 4</b> as part of providing this information.</li> </ul>	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>- Provide details of how the tenderer has worked collaboratively with the Client to achieve outcomes on previous similar projects including how any issues were managed.</li> </ul>	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>- Provide referees who can substantiate previous experience and demonstrated capability of the organisation. Complete the pro-forma at <b>Schedule 3</b> as part of providing this information.</li> </ul>	<input type="checkbox"/>
<p><b>B. Demonstrated Sealed Road Construction Experience of Key Members of the Project Construction Team –</b> <i>Project Manager, Site Supervisor and Final Trim Grader Operator</i></p> <p>Tenderers must provide the following information in the schedules listed as part of fulfilling this requirement or where a schedule is not listed, a separate attachment.</p>	<p><b>Weighting</b> <b>&lt; 15% &gt;</b> <b>Tick if attached</b></p>
<ul style="list-style-type: none"> <li>- Provide details of the experience of key staff including the Project Manager, Supervisor and the grader operators. This should at a minimum include a CV / work history including information on previous projects for all key personnel and the backup personnel for these positions. Complete the pro-forma at <b>Schedule 6</b> as part of providing</li> </ul>	<input type="checkbox"/>

**Part 5 COMPLETE AND RETURN THIS PART**

	this information.	
<b>C. Capacity to Commence and Complete Contract Works within Designated Time Frame</b>	Tenderers must provide the following information in the schedules listed as part of fulfilling this requirement or where a schedule is not listed, a separate attachment.	<b>Weighting &lt; 20% &gt; Tick if attached</b>
	<ul style="list-style-type: none"> <li>- Provide information about the capacity of the tenderer to provide back-up resources for key personnel should the need arise.</li> </ul>	<input type="checkbox"/>
	<ul style="list-style-type: none"> <li>- Provide information demonstrating the capacity of organisation to resource the work in the context of the tenderer's current and potential future works. Complete the pro-forma at <b>Schedule 5</b> as part of providing this information.</li> </ul>	<input type="checkbox"/>
	<ul style="list-style-type: none"> <li>- Provide information on how the tenderer will guarantee to the Shire that they can commence and complete the work prior to 08 April 2024.</li> </ul>	<input type="checkbox"/>

**Part 5 COMPLETE AND RETURN THIS PART****5.3.2 Price Criteria**

1. **This is a FIXED LUMP SUM Contract.** The value of the Fixed Price Lump Sum is not inclusive of the Provisional Items or Provisional Quantities.
2. The following tender schedules will be utilised in relation to the assessment of progress claims and the value of any variations.
3. The Contract does not include provisions for Rise & Fall adjustments. Rise & Fall adjustments shall therefore not be considered.
4. The tenderer shall determine the form of the final submission.
5. The Tenderer must prepare their own Pricing Schedule (s) pursuant to their own investigations as part of their submission.
6. The responsibility for the accuracy of the completed Pricing Schedule (s) submitted by the Tenderer with their tender submission rests solely with the Tenderer. The Tenderer's completed Pricing Schedule (s) will form part of the Contract to the extent that it will be utilised in relation to the assessment of progress claims and the value of any approved variations.
7. In this Tender Schedule the sub-headings and item descriptions identify the work covered by the respective items, but the exact nature and extent of the work to be performed is ascertained by reference to the Drawings, Specifications and Annexures, the General Conditions of Contract and the Special Conditions of Contract.
8. The rates and prices entered in this Tender Schedule shall be deemed to be the full inclusive value of the work covered by the respective items, to meet the obligations of the Tenderer under the Contract. The sum of the tender prices shall equal the Tendered Fixed Lump Sum. Tenderers shall submit a Conforming Tender fully in accordance with the Tender Documents.
9. While it is the Principal's intention to complete all the works described in this Request for Tender, the Principal reserves the right to vary the scope of the work prior to award of the Contract, to satisfy the Principal's requirement not to exceed the target contract expenditure.
10. The Provisional Items and/or Quantities cover work that may or may not be required. These items and/or quantities will only be paid to the Contractor should these works actually be directed in writing by the Superintendent. The actual quantities associated with the provision items and/or quantities may be more or less than the amounts indicated, and, in some instances, the actual quantities may be 0. The rates for Provisional Items and/or Quantities shall include for all additional preliminaries and overheads associated with the Provisional Items, e.g. additional mob / demob, accommodation, insurances, etc.

**Part 5 COMPLETE AND RETURN THIS PART****5.3.3 Price Schedule****MORAWA YALGOO ROAD UPGRADE 2023****Separable Portion A: \$31.79 - 34.79**

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>A1.0</b>	<b>PRELIMINARIES</b>				
A1.01	Allow for all costs related to programs and testing	Item	1		
A1.02	Allow for all costs related to survey information and setting out of the works	Item	1		
A1.03	Allow for all costs related to the contractor's accommodation and living facilities	Item	1		
A1.04	Allow for all costs related to the contractor's site facilities and supervision	Item	1		
A1.05	Allow for all incidental fees and charges related to the works	Item	1		
A1.06	Allow for all costs related to protection of utilities and services and public and private property	Item	1		
A1.07	Allow for all costs related to traffic management (including the TMP)	Item	1		
A1.08	Allow for all insurances as required under the contract	Item	1		
A1.09	Allow for all costs related to environmental protection as required under the contract	Item	1		
A1.10	Allow for all costs associated with sourcing and supply fresh water for the works	Item	1		
A1.11	Allow for all costs related to provision of access for others	Item	1		
A1.12	Allow for all costs related to occupational health & safety matters	Item	1		
A1.13	Allow for all costs related to mobilisation and demobilisation	Item	1		
<b>SUBTOTAL - PRELIMINARIES</b>					

**Part 5 COMPLETE AND RETURN THIS PART**

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>A2.0</b>	<b>EARTHWORKS</b>				
A2.1	Clear vegetation and strip topsoil on both sides of the existing road, as required, to facilitate construction of the new formation.	Item	1		
A2.2	Embankment foundation preparation on Morawa Yalgoo Rd carriageway for areas of embankment widening to achieve 12m wide subgrade width	m <sup>2</sup>	6,000		
A2.3	Embankment construction on Morawa Yalgoo Rd carriageway. <i>Cut down existing pavement gravel as required to use as fill material for the embankment widening to achieve 12m wide subgrade width.</i>	m <sup>2</sup>	36,000		
A2.4	Subgrade construction on Morawa Yalgoo Rd carriageway.	m <sup>2</sup>	36,000		
<b>SUBTOTAL – EARTHWORKS</b>					
<b>A3.0</b>	<b>PAVEMENTS</b>				
A3.1	Supply, place, mix, compact and trim imported basecourse material 150mm compacted thickness on Morawa Yalgoo Rd carriageway.	m <sup>2</sup>	30,000		
A3.2	Double/Double cutback bitumen seal on Morawa Yalgoo Rd carriageway				
	a) First coat seal & 14mm aggregate (nominal BAR of 1.50L/m <sup>2</sup> )	m <sup>2</sup>	24,000		
	b) Second coat seal & 7mm aggregate (nominal BAR of 0.90L/m <sup>2</sup> )	m <sup>2</sup>	24,000		
<b>SUBTOTAL – PAVEMENTS</b>					
<b>A4.0</b>	<b>DRAINAGE</b>				
A4.1	<b>Slk 33.25:</b> Breakout and remove to spoil existing upstream and downstream concrete headwalls	Item	1		
A4.2	<b>Slk 33.25:</b> Extend existing 2x1200x1200mm RCBC by 2.4m on both the upstream and downstream ends.	m	4.8		

**Part 5 COMPLETE AND RETURN THIS PART**

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
A4.3	<b>Slk 33.25:</b> Backfill and compact over culvert extensions to form new embankment.	Item	1		
A4.4	<b>Slk 33.25:</b> Construct new upstream and downstream concrete headwall structures	Item	1		
<b>SUBTOTAL – DRAINAGE</b>					
<b>A5.0</b>	<b>SIGNAGE AND MISCELLANEOUS</b>				
A5.1	Remove and dispose of the following signs and posts: - Slk 34.625 (Staggered Side Road warning sign)	Item	1		
A5.2	Relocate the following existing signs and posts to match new road shoulder width: - Slk 34.56 (Mallee fowl warning sign)	Item	1		
A5.3	Remove existing signs and posts and relocate to new location: - Floodway warning sign at Slk 33.145 to be relocated to Slk 33.020 - Floodway warning sign at Slk 33.375 to be relocated to Slk 33.480	Item	1		
A5.4	Supply and install guideposts	No	48		
A5.5	Clean up site to the satisfaction of the Superintendent	Item	1		
<b>SUBTOTAL – SIGNAGE AND MISCELLANEOUS</b>					
<b>SEPARABLE PORTION PART A</b>			<b>TENDER TOTAL</b>		
				<b>Add GST</b>	
<b>SEPARABLE PORTION PART A</b>			<b>LUMP SUM TOTAL (inc GST)</b>		

**Part 5 COMPLETE AND RETURN THIS PART****MORAWA YALGOO ROAD UPGRADE 2023****Separable Portion B: \$34.79 - 36.29**

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>B1.0</b>	<b>PRELIMINARIES</b>				
B1.01	Allow for all costs related to programs and testing	Item	1		
B1.02	Allow for all costs related to survey information and setting out of the works	Item	1		
B1.03	Allow for all costs related to the contractor's accommodation and living facilities	Item	1		
B1.04	Allow for all costs related to the contractor's site facilities and supervision	Item	1		
B1.05	Allow for all incidental fees and charges related to the works	Item	1		
B1.06	Allow for all costs related to protection of utilities and services and public and private property	Item	1		
B1.07	Allow for all costs related to traffic management (including the TMP)	Item	1		
B1.08	Allow for all insurances as required under the contract	Item	1		
B1.09	Allow for all costs related to environmental protection as required under the contract	Item	1		
B1.10	Allow for all costs associated with sourcing and supply fresh water for the works	Item	1		
B1.11	Allow for all costs related to provision of access for others	Item	1		
B1.12	Allow for all costs related to occupational health & safety matters	Item	1		
B1.13	Allow for all costs related to mobilisation and demobilisation	Item	1		
<b>SUBTOTAL - PRELIMINARIES</b>					

**Part 5 COMPLETE AND RETURN THIS PART**

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>B2.0</b>	<b>EARTHWORKS</b>				
B2.1	Clear vegetation and strip topsoil on both sides of the existing road, as required, to facilitate construction of the new formation.	Item	1		
B2.2	Embankment foundation preparation on Morawa Yalgoo Rd carriageway for areas of embankment widening to achieve 12m wide subgrade width	m <sup>2</sup>	3,000		
B2.3	Embankment construction: a) Morawa Yalgoo Rd carriageway <i>Cut down existing pavement gravel as required to use as fill material for the embankment widening to achieve 12m wide subgrade width.</i>	m <sup>2</sup>	18,000		
	b) Madden Rd and Sermon Rd intersection fishtails	Item	1		
B2.4	Subgrade construction: a) Morawa Yalgoo Rd carriageway	m <sup>2</sup>	18,000		
	b) Madden Rd and Sermon Rd intersection fishtails	Item	1		
<b>SUBTOTAL – EARTHWORKS</b>					
<b>B3.0</b>	<b>PAVEMENTS</b>				
B3.1	Supply, place, mix, compact and trim imported basecourse material 150mm compacted thickness: a) Morawa Yalgoo Rd carriageway	m <sup>2</sup>	15,000		
	b) Madden Rd and Sermon Rd intersection fishtails	Item	1		
B3.2a	Double/Double bitumen seal on Morawa Yalgoo Rd carriageway First coat seal & 14mm aggregate (nominal BAR of 1.50L/m <sup>2</sup> ) Second coat seal & 7mm aggregate (nominal BAR of 0.90L/m <sup>2</sup> )	m <sup>2</sup>	12,000		



**Part 5 COMPLETE AND RETURN THIS PART**

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
B3.2b	Double/Double bitumen seal on Madden Rd and Sermon Rd intersection fishtails First coat seal & 14mm aggregate (nominal BAR of 1.50L/m2) Second coat seal & 7mm aggregate (nominal BAR of 0.90L/m2)	Item	1		
<b>SUBTOTAL – PAVEMENTS</b>					
<b>B4.0</b>	<b>SIGNAGE AND MISCELLANEOUS</b>				
B4.1	Remove and dispose of the following signs and posts: - Slk 35.09 (Bidirectional hazard marker) - Slk 35.45 (Bidirectional hazard marker) - Slk 35.615 (Staggered Side Road warning sign) - Slk 35.615 (Floodway warning sign)	Item	1		
B4.2	Relocate the following existing signs and posts to match new road shoulder width: - Slk 35.66 (Mallee fowl warning sign)	Item	1		
B4.3	Supply and install the following new signs and posts: - Slk 34.91 (W2-8L B) - Slk 35.09 (MR-HM-2) - Slk 35.19 (W5-11B) - Slk 35.43 (W5-11B) - Slk 35.45 (MR-HM-2) - Slk 35.45 (Fingerboard) - Slk 35.615 (W2-8L B) - Slk 35.615 (W5-7-1B)	Item	1		
B4.4	Supply and install guideposts	No	20		
B4.5	Clean up site to the satisfaction of the Superintendent	Item	1		
<b>SUBTOTAL – SIGNAGE AND MISCELLANEOUS</b>					

**Part 5 COMPLETE AND RETURN THIS PART**

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
SEPARABLE PORTION PART B				TENDER TOTAL	
				Add GST	
SEPARABLE PORTION PART B				LUMP SUM TOTAL (inc GST)	

COMBINED SEPARABLE PORTIONS PART A and B					
TOTAL TENDER LUMP SUM (ex GST)					
					Add GST
COMBINED SEPARABLE PORTIONS PART A and B					
TOTAL TENDER LUMP SUM (inc GST)					

**Part 6 COMPLETE AND RETURN THIS PART****6 SCHEDULES****6.1 Schedule 1 – Formal Offer**

<b>TENDER NO.</b>	RFT-01-2324	<b>PROJECT:</b>	MORAWA YALGOO RD UPGRADE 2023
<b>Tenderer:</b>			
<i>(full trading name)</i>			
<b>Registered Office Address</b>	<b>Business Address</b>		
<b>Telephone</b>		<b>Facsimile</b>	
<b>Email</b>			

**LEGAL STATUS**

All Tenderers are required to complete the following table:

<b>Legal Structure</b>	<b>Name</b>	<b>Australian Company Number (ACN)</b>	<b>Australian Business Number (ABN)</b>
Company			
Trusts			
Individual			
Partnership			

The Tenderer named above, hereby offers to provide Goods, Works and/or Services in accordance with:

- (a) Conditions of Tendering

**Part 6 COMPLETE AND RETURN THIS PART**

- (b) Conditions of Contract
- (c) The Specification
- (d) Any addenda to the above
- (e) This Tender Form including all its schedules relating to the above Contract.

The Tenderer also acknowledges that if it is the successful tenderer, the documents listed above shall form part of the contract and agrees to be bound by the contract conditions.

**AMENDMENTS TO TENDER DOCUMENTS (IF ANY)**

Tenderer to sign and return any amendments (tender addenda) issued during the tender period in confirmation of their receipt.

Tenderer confirms amendments have been signed and returned:

**List Addenda No's received:**

**Signature:** .....

**Part 6 COMPLETE AND RETURN THIS PART**

**Executed by Authorised Officer of Tenderer who has delegated authority to enter into a contract:**

Signature:

.....

Name and Title:

Date:

.....

Signature of

Witness:

.....

Name of

Witness:

Date:

.....

**TENDERER'S CONTACT PERSON FOR ENQUIRIES ABOUT THIS TENDER**

Name:	.....
Position:	.....
Address:	.....
Telephone:	.....
Email:	.....

**Part 6 COMPLETE AND RETURN THIS PART**

**6.2 Schedule 2 – Statement of Conformity**

The Tenderer is to signify here whether or not its Tender conforms in all respects to the requirements of the Tender Documents by indicating below:

Does your Tender conform?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
---------------------------	---------------------------------	--------------------------------

If the Tender does not conform to all of the requirements of the Tender Documents, the Tenderer must list below all areas of non-conformity and the reasons therefore:

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

**Part 6 COMPLETE AND RETURN THIS PART**

**6.3 Schedule 3 – Referees**

Provide contact details of referees who can substantiate the Tenderer’s capabilities in undertaking the works required under the contract based on past experiences.

**FIRST REFEREE**

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Email \_\_\_\_\_

**SECOND REFEREE**

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Email \_\_\_\_\_

**THIRD REFEREE**

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Email \_\_\_\_\_

<b>Part 6</b>	<b>COMPLETE AND RETURN THIS PART</b>
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#### 6.4 Schedule 4 – Relevant Past Experience

Please provide details of previous projects involving the construction of sealed **PUBLIC** roads in remote locations. These projects should only include those where the tenderer is the sole or major/head civil roadworks contractor. Projects which involve supply of dry or wet hire to a separate head civil roadworks contractor should not be included.

Item	Project Description	Client	Approx. Value	Approx. Duration	Outcomes Achieved
1					
2					
3					
4					
5					
6					



**Part 6 COMPLETE AND RETURN THIS PART**

**6.5 Schedule 5 – Current Project Commitments**

Name / Description of Project	Start Date	Project Duration	Project Value	Client / Contact Name / Details

**Part 6 COMPLETE AND RETURN THIS PART**

**6.6 Schedule 6 – Key Personnel**

Name	Previous Experience / Projects	Previous Roles / Tasks	Years of Experience	Qualifications / Certificates	Reference Name / Contact No.	CV Included Y/N

**Part 6 COMPLETE AND RETURN THIS PART**

**6.7 Schedule 7 – Insurances**

INSURANCE TYPE	POLICY NO	EXTENT OF COVER		EXPIRY DATE	NAME OF INSURER
		Per Incident (\$A)	In Aggregate (\$A)		
Public Liability					
Vehicles Plant and Equipment					
Workers Compensation					

**(Attach Certificates of Currency or other verification of the above insurances)**

<b>Part 6</b>	<b>COMPLETE AND RETURN THIS PART</b>
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### 6.8 Schedule 8 – Nominated Subcontractors

**Note:** Written approval of all subcontractors by the Superintendent to the Contractor is required before commencement of the contract. The nomination of alternatives is acceptable. The Contractor shall be required to provide evidence that the subcontractors are registered and/or licensed (as required by law) in the work which is to be subcontracted and have the relevant policies of insurance.

NAME OF SUBCONTRACTOR	DESCRIPTION OF WORKS / PLANT ITEMS PROPOSED TO BE SUBCONTRACTED	Approx. Total No of Months the Subcontractor has worked for the Contractor over the last 2yrs	% of Total works which will be subcontracted

**A1 READ AND KEEP THIS PART**

## Appendix 1 – Works Specification

All as described in the pricing schedule and tender documentation.

### A1.1 Principal Supplied Materials

The Principal is **NOT** responsible for the supply of any items required for the completion of the works.

However, the Principal has completed some preliminary investigations into potential sources of water and gravel materials. The information below is provided for reference only; the contractor is responsible for the supply of all materials required for the works and ensuring the materials supplied meet the specifications.

- Material sources:
  - Gutha East Rd Slk 15.24 (RHS heading west)
  - Morawa Yalgoo Rd Slk 26.47 (LHS heading north)
  - Morawa Yalgoo Rd Slk 32.28 (RHS heading north)
- Water sources:
  - Gutha East Rd Slk 15.24 (RHS heading west)
  - Jewel's turkeys nest - Evaside Rd Slk 8.41 (RHS heading north)
  - Town standpipe – Wubin Mullewa Rd Slk 123.8 (RHS heading north)

### A1.2 Supplied Information - Survey Control

The Contractor will be responsible for all construction set-out. The works must be set-out by a qualified engineering surveyor with experience in road construction set-out.

### A1.3 Contractor's Site Facilities

The Contractor shall be responsible for all site establishments. Prior to erecting any facility or site office structures, the Contractor will ensure that the proposed location and positioning of the units and all associated services, have been nominated to the Superintendent on a layout plan and where applicable to the Local Authority (**HOLD POINT**).

All buildings and facilities established and used by the Contractor must be removed from the Site at no cost to the Principal on completion of the Works and the site must be left in a clean and tidy condition. Upon completion of the Works, the access tracks established by the Contractor must be removed and the ground rehabilitated.

**A1 READ AND KEEP THIS PART**

Sites for the storage of fuel, oil and other contaminant materials including plant maintenance sites must be specially designed to confine any spillages within the site in accordance with Statutory requirements. These sites must ensure that any spillages are confined. Adequate quantities of suitable material to counteract spillages will be kept on hand by the Contractor.

**A1.4 Superintendent's Representative**

The Superintendent for this contract will be the Shire of Morawa. The Shire will appoint a Superintendent's Representative prior to the works commencing and notify the successful contractor (s) of the contact details of that person.

Unless specified otherwise in writing, the nominated Superintendent's Representative will be delegated all the functions of the Superintendent under the Contract.

**A1.5 Entry to Land**

The protection and maintenance of the environment outside the Site, and the need to consult with and have regard for the landowner's or Lessee's property, must be observed by the Contractor.

Prior to the proposed entry by the Contractor onto any land outside the limits of clearing for the Works, the Contractor must obtain written approval of the land owner or Lessee detailing the standard of construction, maintenance and rehabilitation of any affected areas and give the Superintendent at least five (5) days' notice of any such intention (**HOLD POINT**).

Upon completion of the Works, all access tracks established by the Contractor must be removed and the ground rehabilitated.

**A1.6 Water Supply**

The Contractor is responsible for all works required for the supply of water required for construction. Water for the works must comply with **MRWA Specification 501 PAVEMENTS**.

**A1.7 Quality Assurance**

The Quality Plan shall be the document specifying the processes of the Contractor's quality management system and the resources to be applied to achieve the specific requirements of the Contract. The Quality Plan shall clearly detail how the Contractor's Quality Management System procedures and instructions shall be applied to meet the requirements of the Contract and shall clearly detail the cross referencing to all documents of the Contract.

The Quality Plan shall clearly detail the Contractor's delegation of its management responsibilities, authorities and communication requirements for any subcontracted work under the Contract.

**A1 READ AND KEEP THIS PART**

The Contractor shall develop and document Inspection Plan(s) [Inspection and Test Plan(s) (ITPs)] to undertake the Monitoring and Measurement of the Works. The Inspection Plans shall clearly describe the monitoring, verification and validation activities specific to the product and the criteria for product acceptance for each product or service specified in the Contract.

**A1.7.1 Lot Definition**

The principles used to define the limits of any Lot for the Contract shall be:

- a) the maximum size of a Lot is limited to the quantity of work that is the subject of a single conformance decision;
- b) the whole of the works included in the Lot shall be continuous;
- c) the Lot has been produced by the same works process;
- d) the Lot has been brought to completion at the same time; and
- e) the Lot shall appear to be of a constant quality without obvious changes in attribute values, whether or not these attributes form part of the acceptance criteria.

The extent of each Lot shall be clearly identified in the field prior to the commencement of any product realisation activity. The Lot shall be demarcated on Site with markers until the Lot has been brought to completion. As a minimum the markers shall detail the chainage and Lot identification clearly legible from the alignment centre line. The Contractor must establish and maintain a lot register for the works which must be provided to the Superintendent on completion of the works.

**A1.7.2 Hold Points**

A **HOLD POINT** is defined as that stage in the process of delivering the work under the Contract, beyond which the Contractor must NOT proceed to the next activity without the written approval of the Superintendent.

To obtain release of the Hold Point for a Lot, the Contractor shall comply with the following requirements:

- a) The Contractor shall have completed all conformance inspection reports for any underlying Lot(s) or any adjacent Lot(s) affected by the Lot in question.
- b) All underlying Lot(s) and any adjacent Lot(s) affected by the Lot in question shall be conforming.
- c) The Contractor shall request a "Hold Point Release" in writing with all supporting conformance test results at least 24 hours or such other period detailed in the

**A1 READ AND KEEP THIS PART**

Specification prior to the time when the Contractor wishes to proceed with the next activity which affects the Lot in question.

- d) The submission of any "Hold Point Release" to the Superintendent by the Contractor is the Contractor's "Certificate of Compliance" that the submitted Lot conforms to the Contract requirements.

**A1.7.3 Control of Non-Conforming Outputs**

All detected non-conformances shall constitute a **HOLD POINT** in the operations of the work under the Contract associated with the detected non-conformance and shall be reported to the Superintendent within 24 hours of being detected.

The Contractor shall submit to the Superintendent a proposed method for the rework, repair or removal of the non-conforming Lot to ensure conformance to the requirements of the Specification.

The Contractor shall develop and submit a proposed Corrective Action to eliminate the cause of a detected non-conformance for the Superintendent's approval. Associated action(s) to prevent any reoccurrence shall form part of the corrective action process.

Prior to the release of the **HOLD POINT** on a detected non-conformance and/or non-conforming Lot, the Contractor shall certify to the Superintendent and provide conformance records in accordance with the Contract that the reworked or repaired Lot conforms to the requirements of the Specification and the Improvement to the Quality Plan is approved by the Superintendent (**HOLD POINT**).

**A1.7.4 As-Constructed Information**

Within four (4) weeks from the Date of Practical Completion, the Contractor shall forward all records to the Superintendent.

**A1.8 Pits and Quarries****A1.8.1 General**

Where fill, pavement or any other materials are to be obtained from pits or sites nominated by the Principal, site operations shall be in accordance with this Specification.

For pits or sites arranged by the Contractor, the Contractor shall obtain any necessary permits required for entry onto the land and for the payment of any royalty for such borrow material.

Further to the above, there is a risk that imported sand fill and gravel basecourse material from outside the immediate vicinity of any work area may be contaminated with weeds and seeds. Therefore, the Contractor will require approval from the Superintendent prior to



**A1 READ AND KEEP THIS PART**

bringing in any sand fill or gravel basecourse material sourced from outside the immediate work area. The Superintendent may withhold approval of any materials source that is considered high risk with regards to weed and seed contamination.

Access to pits, quarries and water supply sites shall be made by following existing road alignments or access tracks wherever possible. Additional clearing to provide a maximum cleared width of four metres for one-way tracks and eight metres for two-way tracks shall be carried out by the Contractor, where approved by the Superintendent.

All gates on access tracks shall be kept closed when not in use to ensure the safety of stock.

**A1.8.2 Pit Reinstatement / Rehabilitation**

At the completion of operations, the Contractor shall rehabilitate used, exhausted and obsolete pits and quarries to the satisfaction of the Superintendent.

The sides and floors of pits shall be formed to a flowing finish with side slopes not steeper than 1 vertical to 6 horizontal.

During pit reshaping any material carted to the pit shall be spread uniformly over the entire shaped surface. The order of spreading shall be declared weeds and undesirable vegetation (if any), removed bituminous surfacing (lump form), demolition material, rock, oversize material, unsuitable material, spoil, overburden, topsoil and vegetation litter.

Following the spreading of topsoil, the entire pit shall be ripped along the contours to a depth of 300mm and at not more than 500mm spacing.

Pits with rock bases shall be ripped and reinstated in accordance with this Specification unless the Contractor can demonstrate that the rock base is not able to be ripped with D10 dozer.

**A1.9 Earthworks****A1.9.1 Materials for Earthworks**

The Contractor is responsible for the supply of road materials required for construction. Material for embankments shall be free from boulders having any dimension as detailed in the Oversize Material Section.

All suitable materials from excavations may be used in earthworks construction up to and including the subgrade layer. Imported material shall conform to the requirements given in Table A1.10.1.

Imported fill material shall have a linear shrinkage not exceeding 3.0% and a minimum California Bearing Ratio (CBR) of 10%. The Contractor shall be responsible for any

**A1 READ AND KEEP THIS PART**

assumptions made by the Contractor in relation to the nature and types of materials encountered in excavations and the bulking and compaction characteristics of materials incorporated in embankments.

**A1.9.2 Rock**

"Rock excavation material" shall describe all material to be excavated to achieve the road design cross section including table drains which cannot be ripped and excavated with a track dozer in good condition with matching hydraulic single shank ripper of combined mass not less than 52 tonnes (e.g. Caterpillar D10R or its equivalent) at a rate in excess of 90m<sup>3</sup> (solid) per hour. Isolated boulders each greater than 0.8m<sup>3</sup> in volume shall be defined as rock excavation.

Rock excavation in other drains is defined as that material that cannot be ripped and excavated as specified above at an effective total rate in excess of 40m<sup>3</sup> (solid) per hour.

**A1.9.3 Unsuitable and Oversize Material**

Material which the Superintendent deems to be unsuitable for use in Embankment Construction, Subgrade Preparation, or Embankment Foundation shall be excavated and then disposed of.

A void created from the excavation of unsuitable material during Embankment Foundation or Subgrade preparation shall be backfilled with suitable embankment quality material or as directed by the Superintendent and compacted in accordance with Section A1.9.5 Embankment Foundation.

All oversize material having any dimension between 100mm and 300mm shall be reduced in size or shall be removed from excavated material intended to be used as fill within 300mm of the subgrade and/or shoulder surfaces and/or batter face.

All oversize material having any dimension greater than 300 mm shall not be used as fill and shall be removed to spoil. Oversize material not used in the embankment shall be stockpiled in uniformly shaped heaps in spoil areas.

**A1.9.4 Embankment Foundation**

After the completion of clearing and topsoil removal, the material upon which embankment is to be constructed shall be compacted as specified in Table A1.9.6 to a depth of 150mm.

**A1.9.5 Embankment Construction**

Earthworks material shall be placed uniformly without abrupt changes in material type, quality or size. Earthworks material shall be worked in compacted layers not greater than 300mm or less than 100mm. Where less than 100mm is required to be worked the

**A1 READ AND KEEP THIS PART**

underlying material shall be grader scarified to such a depth that the resulting thickness of the layer to be worked is greater than 100mm. Each layer shall be compacted as specified in Table A1.9.6.

During the whole of the compaction process the Characteristic Moisture Content of the earthworks material shall be within -2% to +2% of the optimum moisture content.

Except during the construction of benched or stepped batters, batter slopes shall be smoothly shaped to a uniform plane from top to bottom.

#### **A1.9.6 Subgrade Preparation**

The subgrade compaction required over the entire area of sealed road construction, measured relative to the Modified Maximum Dry Density (MMDD) of the material, is detailed in Table A1.9.6.

The completed subgrade layer shall be in a homogeneous uniformly bonded condition with no evidence of layering or disintegration.

The level of the completed subgrade surface shall be deemed to be conforming when the level measured at any point on the surface is within -35mm, + 5mm of the subgrade level at that point as determined from the drawings.

<b>Layer</b>	<b>Characteristic Dry Density Ratio % (Mc)</b>
Embankment Foundation	90
Embankment Construction	92
Subgrade	94

**Table A1.9.6 – Earthworks compaction values**

The subgrade layer for sealed roads shall be dried back such that the Dryback Characteristic Moisture Content (DMC) is equal to or less than the proportion of Optimum Moisture Content as shown in Table A1.9.6B as determined by Test Method WA 133.1.

The Dryback required in the subgrade layer is given in Table A1.10.3.

#### **A1.9.7 Table Drains**

Generally speaking, if the edge of the subgrade section is below the existing ground profile then a formed table drain will be required as shown in the Standard Road Cross Section.

Drains shall be excavated to provide an even grade with no obstructions or hollows which

**A1 READ AND KEEP THIS PART**

would impede the flow of water.

Drains shall be constructed to conform to the cross-sections and levels as shown in the Drawings or as directed onsite. They shall be neatly finished to a standard obtainable with blade grader operations.

Material excavated from drains which conforms to the requirements for embankment material may be utilised as fill material more than 150mm below the subgrade surface.

The invert of the table drain shall be within 50mm vertically and 100 mm laterally of the position shown in the Drawings.

## **A1.10 Drainage**

### **A1.10.1 Scope**

This section of the specification deals with the extension of the existing multi barrel reinforced concrete box culvert structures.

### **A1.10.2 References**

All the culvert work shall be completed as specified in this specification, with additional reference documents listed in the table below. Where a conflict arises between this specification and any of the reference documents below, the more stringent requirement shall be provided.

<b>Reference Document</b>	<b>Description</b>
MRWA Specification 404	Culverts
MRWA Specification 406	Rock Protection
MRWA Specification 819	Falsework
MRWA Specification 821	Formwork

**Table A1.10.1 – Drainage specification references**

### **A1.10.3 Materials**

#### **Concrete**

All in-situ concrete shall be supplied in accordance with MRWA Specification 901 CONCRETE - GENERAL WORKS unless otherwise detailed.

#### **Reinforced Concrete Boxes**

**A1 READ AND KEEP THIS PART**

Concrete box culverts shall be precast reinforced box culverts (RCBC's).

***Cement Stabilised Backfill***

Cement stabilised backfill material shall consist of basecourse material, or other suitable material approved by the Superintendent, stabilised in the proportion of 100kg of Type GP Cement to one cubic metre of uncompacted backfill material.

Water for cement stabilisation shall be clean and potable.

***Joint Sealant***

Acceptable joint sealant for masking external joints are Flash Tac Scotch Wrap No.50 and Rock Wrap 3000 or a suitable equivalent approved by the Superintendent.

**A1.10.4 Culvert Extensions**

Construction of culvert extensions to existing culverts shall be in accordance with the relevant construction requirements for new culverts, except that extension of a culvert shall normally be completed before associated earthworks at the same location.

The culvert endwalls shall be broken out as required and the old endwall material removed to spoil areas. Care shall be taken not to damage retained culvert conduit.

Unless shown otherwise on the Drawings, the existing culvert barrel shall be excavated back to a minimum of 500mm from the end of the culvert. Prior to backfilling, the joint between the existing and the new conduit shall be masked with a suitable joint sealant in accordance with MRWA Specification 404 Clause 404.12 – 'Joint Sealant'.

The gradient of the culvert extension shall match the gradient of the retained portion of the existing culvert, or where required the extension shall be laid to a specified invert level.

Culvert extensions shall be thoroughly jointed with the existing culvert so as to provide a continuous structure with no internal projections to impede the flow of water.

Any damage to any culvert, end treatment or any other structure during the Contract shall be repaired by the Contractor at no cost to the Principal.

**A1.10.5 Installation**

The installation of box culverts shall include all trench excavations, construction and backfill to the details shown on the project drawings, Main Roads standard drawing Nos 201131-0064, 201131-0065 and 201131-0066 and as described in this Specification.

***Bedding***

Culverts shall be bedded on a 100mm layer of select bedding material. Select bedding

**A1 READ AND KEEP THIS PART**

material shall be compacted to a Characteristic Dry Density Ratio of 93%. The select bedding material shall be a granular material such as a lateritic sandy gravel, or coarse sand, or crusher dust that contains less than 20 % by mass of materials retained on the 37.5mm sieve as determined by Test Method WA 115.2 and constructed as detailed in ***Backfill and Compaction*** (below).

***Base Slab***

All box culverts shall be installed on a cast in-situ concrete base slab. Pre-cast concrete bases shall not be used.

The base slab construction for Box Culverts shall comply with the following requirements:

- a. Dimensions shall be within 10mm of those shown on the Drawings. Surface irregularities shall be less than 5mm abrupt and 8mm over a 3 metre straight edge.
- b. No construction equipment or public traffic is permitted to travel or work on or over the concrete base slab within seven days of the placement of concrete in the base slabs.
- c. The Contractor shall not operate any plant directly on the concrete base slabs without prior approval from the Superintendent.
- d. Reinforced concrete box culvert units shall not be placed on concrete base slabs within 24 hours of completing the concrete base slabs.

Box Culverts with a span of 1200mm or greater shall have shear keys as shown on the Drawings and constructed in accordance with this Specification.

***Placing Culverts***

Reinforced concrete box culvert units, including link slab units, shall be placed in position on a mortar bed in accordance with the Drawings. Unless specified otherwise on the Drawings, cement mortar is to be 0.4 : 1, water : cement ratio by mass and 3 : 1, sand : cement ratio by mass.

***Damage***

Precast concrete culverts shall be handled and installed in such a manner that no non-conforming cracking or other non-conforming defect occurs. Damaged box culverts shall be assessed and repaired or replaced as applicable, at no cost, to the Principal.

***Backfill and Compaction***

<b>A1</b>	<b>READ AND KEEP THIS PART</b>
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Cement stabilised backfill shall not be placed until the cement mortar used to seal culvert crown units has cured for 48 hours (**HOLD POINT**).

Unless otherwise shown on the Drawings backfill material, other than cement stabilised backfill, shall be embankment material placed and compacted to a Characteristic Dry Density Ratio of 93%. Backfill material shall be worked in compacted layers not greater than 300mm nor less than 100mm and shall be placed uniformly without abrupt changes in material type, quality or size. Backfill levels on each side of any conduit shall not differ by more than 150mm. The Contractor shall ensure that the equipment used during compaction of backfill does not damage the culvert.

Any culvert which is not true to line, level or grade, or shows settlement after laying, or which is damaged during backfilling, compaction or subsequent operations, shall be removed by the Contractor and replaced at no cost to the Principal.

#### **A1.10.6 End Treatments**

All culvert end treatments shall be constructed of cast in-situ concrete.

#### **A1.10.7 Formwork**

All formwork used to form and support the concrete shall conform to the requirements of MRWA Specification 821 FORMWORK. Associated requirements for false-work shall conform to the requirements of MRWA Specification 819 FALSEWORK.

The tolerances of formwork for concrete construction of all end treatments shall be as follows:

- |  |        |
|--|--------|
| a. Variation in cross-sectional dimensions | + 5mm  |
| b. Variation in overall dimensions         | + 10mm |
| c. Variation in surface level              | + 5mm  |

#### **A1.11 Pavements**

Prior to the construction of any pavement layer, the Contractor shall certify to the Superintendent that the underlying layer has been constructed as specified (**HOLD POINT**).

##### **A1.11.1 Materials for Sealed Pavements**

Material availability in the area is somewhat limited and therefore it is expected that the available material will need to be assessed, categorised and managed by the contractor based on the nominated target material properties given in the table below.

**A1 READ AND KEEP THIS PART**

The proposed basecourse material shall be tested prior to incorporating it into the works. The type of testing required is detailed in Table A1.11.2B. Pavement material shall conform to the specifications as described in Table A1.11.1.

MATERIAL PROPERTY	BASECOURSE GRAVEL FOR SEALED PAVEMENT	
	Grading Limit A	Grading Limit B
<b>Particle Size Distribution (WA 115.1)</b>		
37.5mm	85 – 100	85 – 100
19.0mm	75 – 100	62 – 100
9.5mm	60 – 90	50 – 82
4.75mm	39 – 72	48 – 78
2.36mm	20 – 40	33 – 58
1.18mm	14 – 34	22 – 43
0.600mm	12 – 28	16 – 34
0.425mm	11 – 25	13 – 31
0.300mm	9 – 22	10 – 29
0.150mm	6 – 17	6 – 21
0.075mm	4 – 13	4 – 14
0.0135mm	2 – 9	2 – 9
<b>Liquid Limit (WA 120.2)</b>	30.0% Maximum	
<b>Plasticity Index (WA 122.1)</b>	10.0% Maximum	
<b>Linear Shrinkage (WA 123.1)</b>	4.0% Maximum	
<b>CBR – 4 day soaked (WA 141.1)</b>	80% Minimum	

**Table A1.11.1 – Material properties**

### **A1.11.2 Sealed Pavement Construction**

Pavement construction shall not commence until the subgrade has dried back as described in Section A1.11.3.

Each pavement layer worked shall be generally parallel to the finished pavement surface and shall extend to the hinge point. Basecourse shall be worked in compacted layers not more than 250 mm nor less than 100 mm compacted thickness. Pavement material shall be spread and compacted to achieve uniformity free from any evidence of segregation. During the whole of the compaction process the Characteristic Moisture Content of the pavement material shall be within -2% to +2% of the optimum moisture content.



**A1 READ AND KEEP THIS PART**

The required pavement compaction, measured relative to the Modified Maximum Dry Density (MMDD) of the material, is detailed in Table A1.10.2A below.

Layer	Characteristic Dry Density Ratio % (Mc)
Basecourse	97

**Table A1.11.2A – Pavement Compaction Values**

The pavement compaction shall be tested at a depth of 150mm with a nuclear density meter. The minimum number of tests required for each area is 9.

PROCESS	QUALITY VERIFICATION REQUIREMENT	MINIMUM TESTING FREQUENCY
Basecourse	<b>FOR CONTROL OF IMPORTED MATERIAL:</b>	
	• Particle Size Distribution (WA 115.2)	3 per <b>Project</b>
	• Liquid Limit (WA 120.2)	3 per <b>Project</b>
	• Plasticity Index (WA 122.1)	3 per <b>Project</b>
	• Linear Shrinkage (WA 123.1)	3 per <b>Project</b>
	• Soaked CBR (WA 141.1)	3 per <b>Project</b>
	<b>FOR CONTROL OF COMPACTION:</b>	
	• Dry Density Ratio (WA 134.1)	9 per <b>Lot</b>

**Table A1.11.2B – Testing Frequencies**

### A1.11.3 Pavement Preparation for Bitumen Sealing

Pavement layers shall be dried back to the requirements given in table below prior to the construction of the bituminous sealing.

Layer	Dryback Characteristic Moisture Content (% of OMC)
Subgrade	85
Basecourse	80

**Table A1.11.3 – Dryback requirements**

**A1 READ AND KEEP THIS PART**

The finished surface should appear as a stone mosaic interlocked with fine material and shall be dense, even textured and tightly bound. The basecourse must retain those characteristics after rotary brooming and be suitable to receive bituminous surfacing.

Completed basecourse construction shall be maintained to the specified standards of surface shape, level, compaction and finish up to the time of application of the bituminous surfacing. Watering shall be continued as necessary to prevent shrinkage cracking, dusting or loosening of the surface. The contractor shall provide evidence that the basecourse is conforming prior to proceeding with the sealing (**HOLD POINT**).

### **A1.12 Bituminous Surfacing**

The appropriate bituminous surfacing treatment shall be applied in accordance with the requirements of MRWA Specification 503 **BITUMINOUS SURFACING**.

Bituminous sealing shall not commence until the basecourse has dried back as described in the Pavement Construction section. New bitumen seal shall overlap join with the existing sealed pavement by a minimum of 100mm.

**The Contractor shall ensure that the nominated aggregate source is sampled and tested to establish the aggregate ALD's (7 and 14mm). The tests must be taken at some time after the contract start date and before the sealing works.**

Typical application rates are shown in the tables below and are based on both coats being applied in the same day. Please note that the contractor is responsible for the actual seal design and is required to provide this to the Superintendent for approval prior to works commencing. The actual application rates may vary and are subject to verification of the actual ALD of the proposed sealing aggregates.

Surface Type	Binder Composition % by Volume			Binder Application Rate BAR @ 15°C (L/m <sup>2</sup> )
	Class 170 Bitumen	Medium Curing Cutting Oil	Slow Curing Cutting Oil	
Double/Double Seal				
First Coat	100	0	-	1.50
Second Coat	100	0	-	1.10

**Table A1.12.1 – Binder Composition and Application Rates**

**A1 READ AND KEEP THIS PART**

Surface type	Cover material and size (mm)	Aggregate spread rate (m <sup>2</sup> /m <sup>3</sup> )
First Coat	14mm	90
Second Coat	7mm	140

**Table A1.12.2 – Aggregate Type and Spread Rate**

The Contractor shall submit Preliminary Seal Design details to the Superintendent for review not less than 2 weeks before any materials are delivered to site.

All aspects of the Preliminary Seal Design shall comply with current Austroads Guidelines. The Seal Design submission shall identify sufficient information to allow for checking against Austroads guidelines. This includes ALD test certificates of the proposed aggregates. The ALD test certificates shall not be more than 6 weeks old.

The Superintendent shall respond to the design submission within 1 week of receipt, advising acceptance, rejection or proposed amendment.

The Preliminary Seal Application needs to make due allowance for actual surface texture depth and the variances that may be encountered on site

It is acknowledged that Preliminary Seal Designs submitted to the Superintendent may require some variance at the time of spraying - to cater for any site conditions at variance with those on which the preliminary seal design was based.

Responsibility for the final design application shall rest with the Contractor unless directed otherwise by the Superintendent.

The Superintendent will only certify payments based on the preliminary seal designs submitted by the Contractor and accepted by the Superintendent and any seal design variations **duly approved on site (in writing)** by the Superintendent.

All bitumen application rates shall be expressed only in terms of “ .. litres per square metre @15° C”

**A1 READ AND KEEP THIS PART**

Seal Type	Location	Design Responsibility
First Coat Seal	All Works	Contractor
Second Coat Seal	All Works	Contractor

**Table A1.12.3 – Design Responsibility****A1.13 Signage and Miscellaneous**

Signage shall be installed at locations in accordance with the project drawings. Generally, signs shall be installed on galvanised steel posts, have a concrete base domed to above ground level and be installed in accordance with the applicable MRWA standard contract drawing numbers 9548-103 and 8720-0762.

Guideposts shall be installed at the following locations:

Slk Location	LHS	RHS	Slk Location	LHS	RHS
31.80	X	X	34.20	X	X
32.10	X	X	34.49	X	X
32.40	X	X	34.54	X	X
32.70	X	X	34.59	X	X
33.00	X	X	34.64	X	X
33.25	X	X	34.69	X	X
33.29	X	X	34.73	X	X
33.34	X	X	34.95	X	X
33.39	X	X	35.14	X	X
33.44	X	X	35.19	X	X
33.49	X	X	35.24	X	X
33.54	X	X	35.29	X	X
33.59	X	X	35.34	X	X
33.64	X	X	35.39	X	X
33.69	X	X	35.44	X	X
33.73	X	X	35.70	X	X
33.90	X	X	36.00	X	X

**Table A1.13.1 – Guidepost Locations**

**A1 READ AND KEEP THIS PART**

**A1.14 Property Damage**

The Contractor shall implement a strategy to ensure that no damage is caused to public or private property including services during the course of the works. The contractor shall be held wholly liable for any damage to public or private property including services.

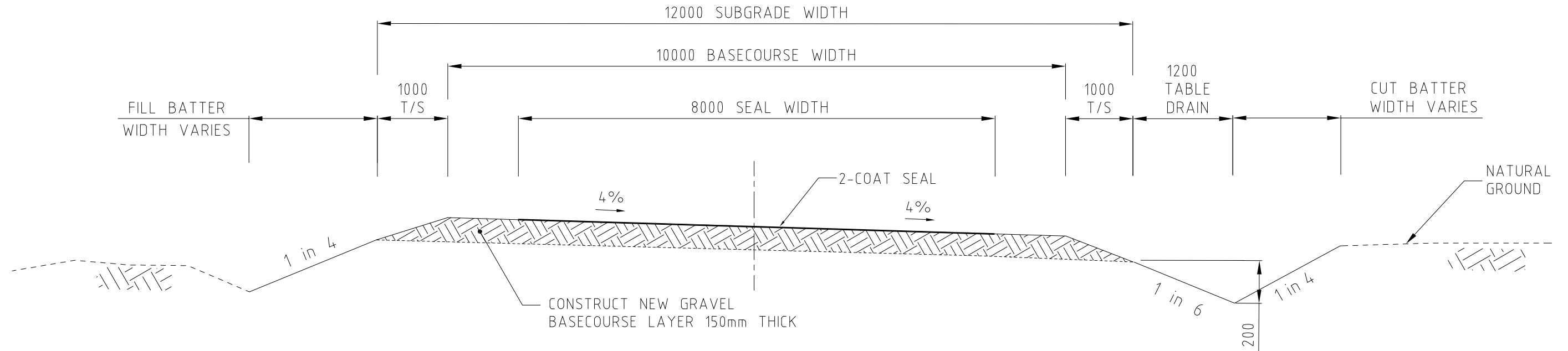
**A1.15 Variations**

The contractor shall not vary the works described within the RFT unless specifically directed in writing by the Superintendent.

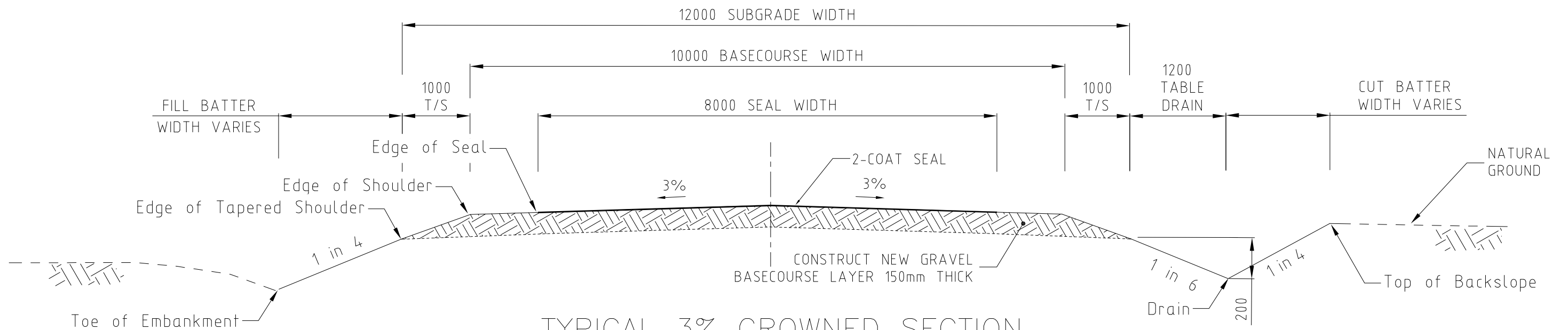
**A2      READ AND KEEP THIS PART**

## **Appendix 2 – Project Drawings**

1. Refer drawing SM0-J1035-101 for details of typical SUPERELEVATION transition details.







TYPICAL SUPERELEVATION SECTION



TYPICAL 3% CROWNED SECTION

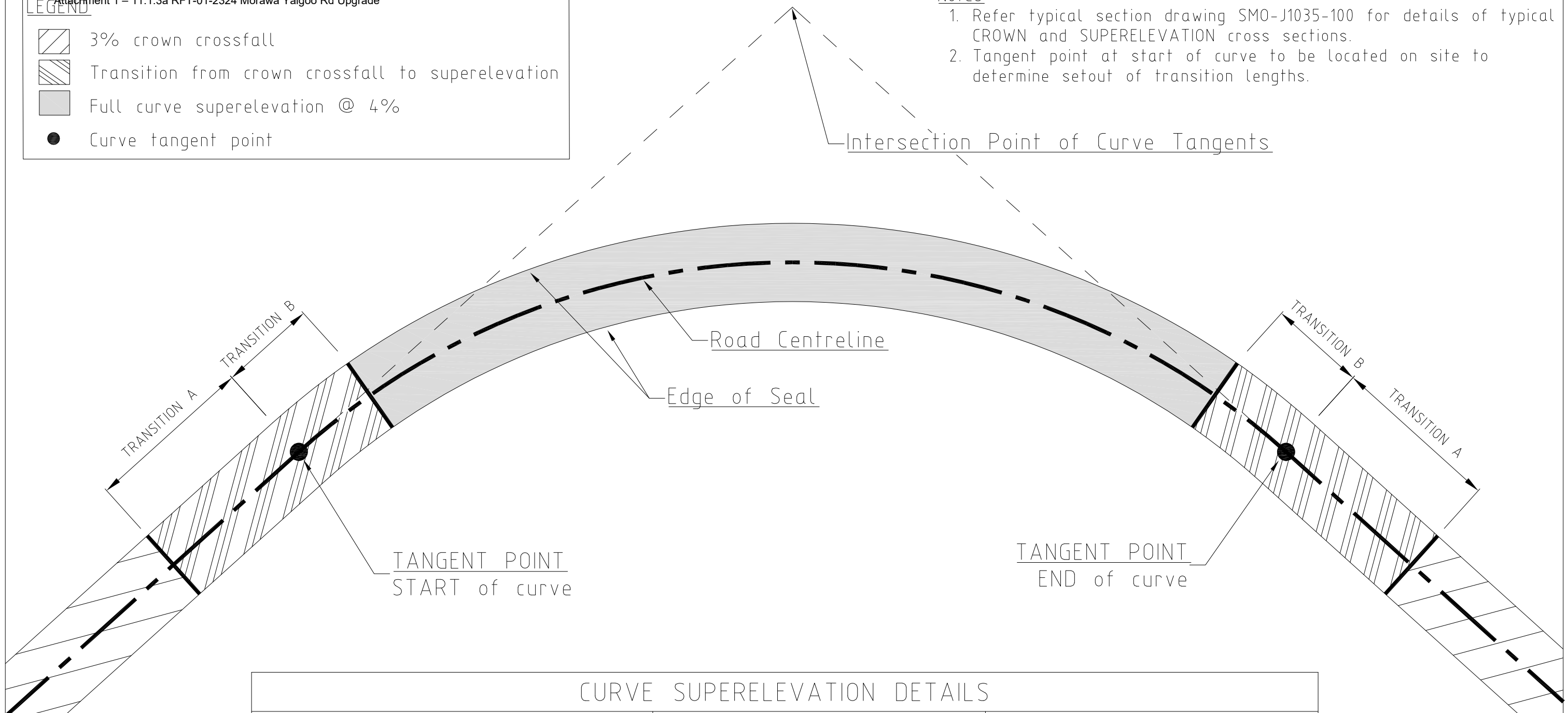
A		Issued for review		28-08-23				METADATA						MORAWA YALGOO RD RECONSTRUCTION		FILE NUMBER	
		DESCRIPTION		APPROVED & DATE				GROUND SURVEY STANDARD: DATE OF CAPTURE: MAPPING SURVEY STANDARD: DATE OF CAPTURE: HORIZONTAL DATUM: HEIGHT DATUM:		GERALDTON : 8/81 Forrest St Geraldton WA 6530 Ph - 9921 5547		PERTH : 3 Shakespeare Ave Yorkine WA 6060 Mob - 0498 999 484		PO Box 14, MORAWA WA 6623 Ph (08) 9971 1204		DRAWING NUMBER	
AMENDMENTS		AMENDMENTS		AMENDMENTS		AMENDMENTS								Typical Section Details		SMO-J1035-100	
																AMENDMENT A	

**LEGEND**

-  3% crown crossfall
-  Transition from crown crossfall to superelevation
-  Full curve superelevation @ 4%
-  Curve tangent point

**Notes**

1. Refer typical section drawing SMO-J1035-100 for details of typical CROWN and SUPERELEVATION cross sections.
2. Tangent point at start of curve to be located on site to determine setout of transition lengths.



**CURVE SUPERELEVATION DETAILS**

CURVE No	Type	Radius	Superelevation	START OF CURVE			END OF CURVE		
				Tangent Point	TRANSITION A Length	TRANSITION B Length	Tangent Point	TRANSITION B Length	TRANSITION A Length
A	RIGHT	700m	4%	SLK 33.280	74m	12m	SLK 33.710	12m	74m
B	LEFT	1100m	4%	SLK 34.490	74m	12m	SLK 34.710	12m	74m
C	RIGHT	1100m	4%	SLK 35.130	74m	12m	SLK 35.450	12m	74m

**METADATA**

GROUND SURVEY STANDARD:  
 DATE OF CAPTURE:  
 MAPPING SURVEY STANDARD:  
 DATE OF CAPTURE:  
 HORIZONTAL DATUM:  
 HEIGHT DATUM:

**GREENFIELD TECHNICAL SERVICES**  
 GERALDTON : 8/81 Forrest St : Geraldton WA 6530 : Ph - 9921 5547  
 PERTH : 3 Shakespeare Ave : Yorkine WA 6060 : Mob - 0498 999 484  
 M.BARNES / M.BARNES / M.BARNES  
 28/08/23 / 28/08/23

**SHIRE OF MORAWA**  
 PO Box 14, MORAWA WA 6623  
 Ph (08) 9971 1204  


MORAWA YALGOO RD RECONSTRUCTION  
 Horizontal Curve Details

FILE NUMBER	
DRAWING NUMBER	SMO-J1035-101
AMENDMENT	A

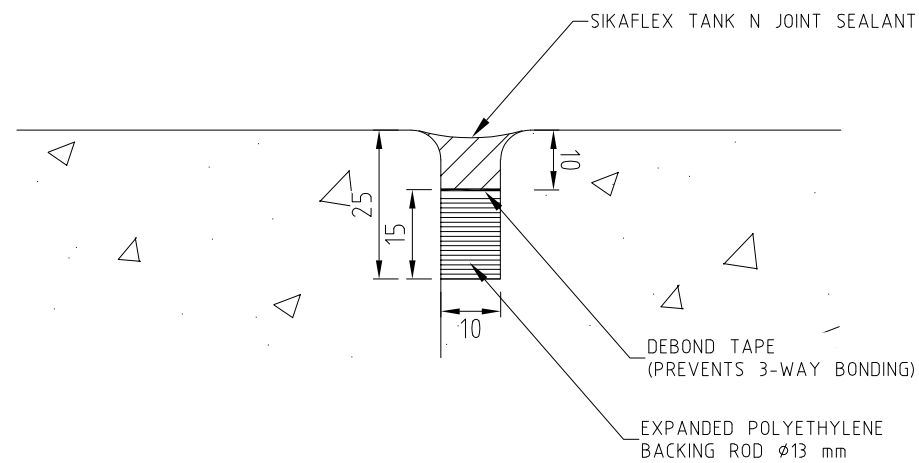
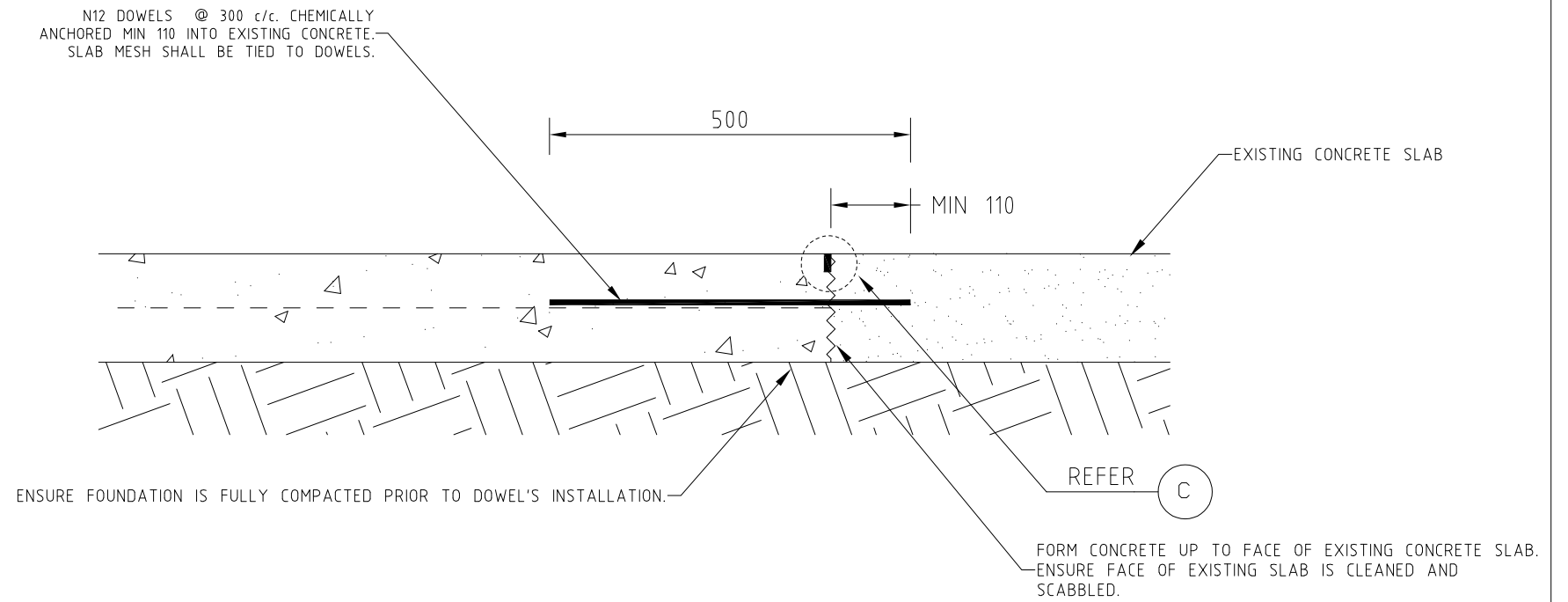
No.	DESCRIPTION	APPROVED & DATE	No.	DESCRIPTION	APPROVED & DATE
A	Issued for review	28-08-23			
AMENDMENTS					



**Attachment 1 – 11.1.3a RFT-01-2324 Morawa Yalgoo Rd Upgrade**

- NOTES**
1. ALL CULVERT AND HEADWALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH MAIN ROADS STANDARD DRAWINGS 201131-0064, 201131-0065 AND 201131-0066.
  2. FOUNDATION MATERIAL SHALL BE COMPACTED TO ACHIEVE A MINIMUM COMPACTION OF 95% MODIFIED MAXIMUM DRY DENSITY.
  3. ALL CONCRETE SHALL BE GRADE N40/80/20. CONCRETE TO BE THOROUGHLY COMPACTED WITH IMMERSION TYPE VIBRATORS.
  4. STEEL REINFORCEMENT BAR DEFORMED TO AS/NZS 4671:2001 WITH CLASS DESIGNATION D500N AND MINIMUM CHARACTERISTIC YIELD STRENGTH OF 500MPa. ENSURE MINIMUM 65mm COVER STEEL REINFORCEMENT IS MAINTAINED. ALL REINFORCEMENT BARS SHALL BE SECURELY WIRED TO PREVENT SHIFTING WHEN CONCRETE IS PLACED.

5. INSTALL N12 DOWELS AT 300mm c/c MINIMUM 100 mm INTO EXISTING CONCRETE. DOWELS SHALL BE CHEMICALLY ANCHORED USING HILTI HIT-RE 500 V3 INJECTABLE ADHESIVE WITH N12 GRADE 500 REBAR TO BE INSTALLED IN ACCORDANCE WITH HILTI TECHNICAL DATA SHEET. DRILLED HOLES SHALL BE  $\phi 14$ mm WITH MINIMUM DEPTH OF 110mm. CLEAN DUST AND DEBRIS FROM HOLE WITH STIFF WIRE OR NYLON BRUSH AND BLOWER IN THE FOLLOWING SEQUENCE: BLOW x 2, BRUSH x 2, BLOW x 2, BRUSH x 2, BLOW x 2.
6. NO DAMAGE TO EXISTING CONCRETE TOP EDGE WHEN SCABBLING.
7. CONTROL JOINT TO BE CUT AFTER 24 HOURS OF CONCRETE POUR/SET.



TYPICAL EXTENSION OF CULVERT BASE SLAB

TYPICAL CONTROL JOINT - SAW CUT

		METADATA		 GERALDTON : 8/81 Forrest St Geraldton WA 6530 Ph - 9921 5547    PERTH : 3 Shakespeare Ave Yorkine WA 6000 Mob - 0498 999 484		 SHIRE OF MORAWA PO Box 14, MORAWA WA 6623 Ph (08) 9971 1204		MORAWA YALGOO RD RECONSTRUCTION CULVERT SLAB EXTENSION DETAIL		FILE NUMBER	
A		28-08-23								DRAWING NUMBER	
AMENDMENTS		AMENDMENTS								SMO-J1035-102	
										AMENDMENT	
										A	

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## Ordinary Council Meeting 19 October 2023

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***Attachment 1- 11.2.1a Monthly Financial Report for the period ending 30 September 2023***

***Attachment 2- 11.2.1b Bank Reconciliation for the period ending 30 September 2023***

***Attachment 3- 11.2.1c List of Accounts Paid for the period ending 30 September 2023***

***Item 11.2.1- Statement of Financial Activity – September 2023***

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# SHIRE OF MORAWA

## MONTHLY FINANCIAL REPORT

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INCLUDES THE STATEMENT OF  
FINANCIAL ACTIVITY

FOR THE YEAR ENDING  
30 JUNE 2024





**SHIRE OF MORAWA**  
**MONTHLY FINANCIAL REPORT**  
**(Containing the Statement of Financial Activity)**  
**For the Period Ended 30 September 2023**

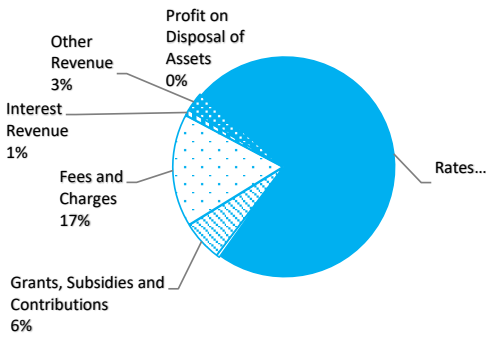
**LOCAL GOVERNMENT ACT 1995**  
**LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996**

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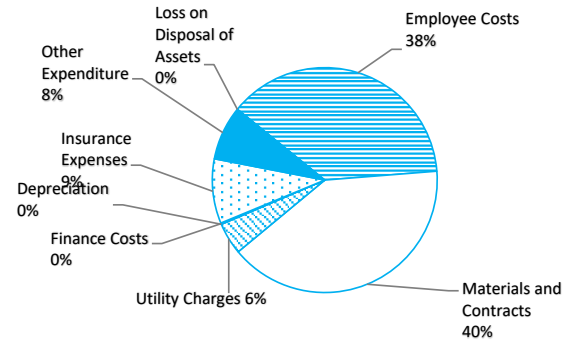
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OPERATING ACTIVITIES

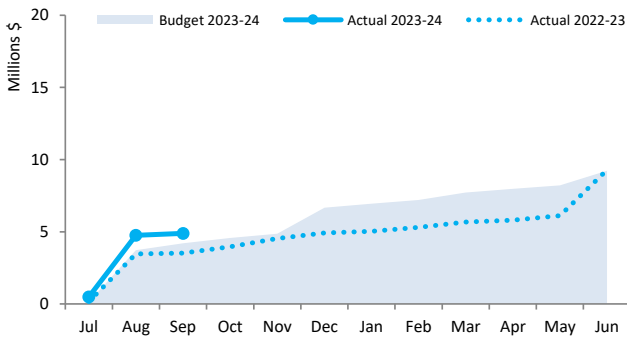
OPERATING REVENUE



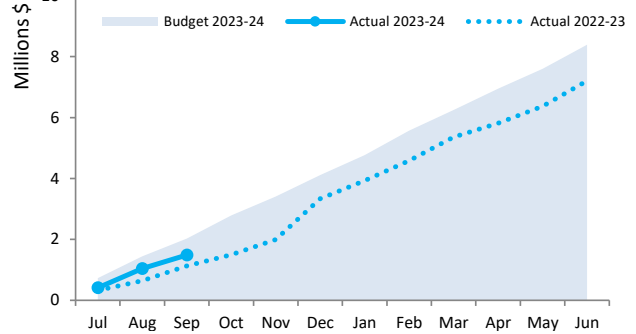
OPERATING EXPENSES



Budget Operating Revenues -v- Actual

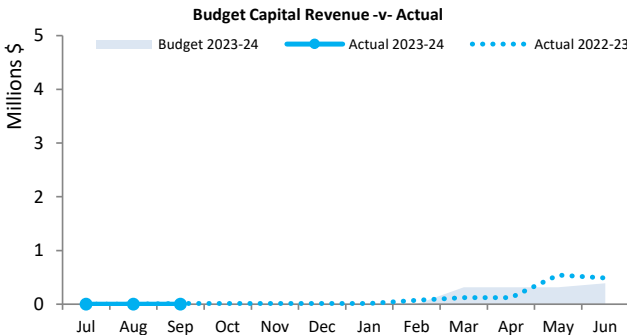


Budget Operating Expenses -v- YTD Actual

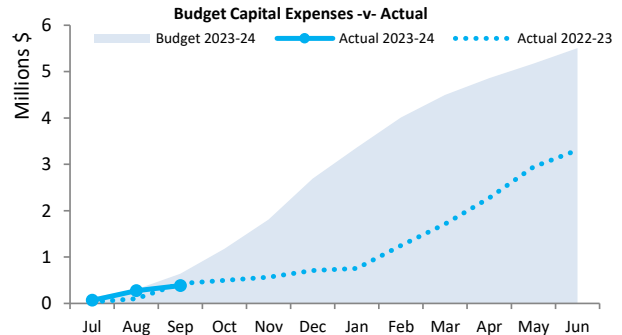


INVESTING ACTIVITIES

CAPITAL REVENUE



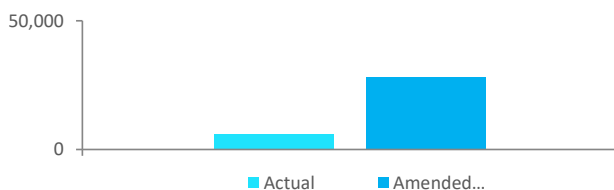
CAPITAL EXPENSES



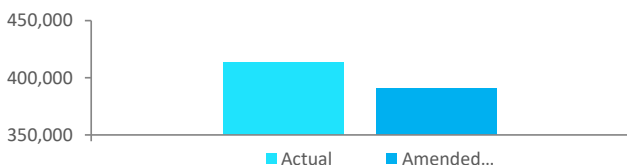
FINANCING ACTIVITIES

BORROWINGS

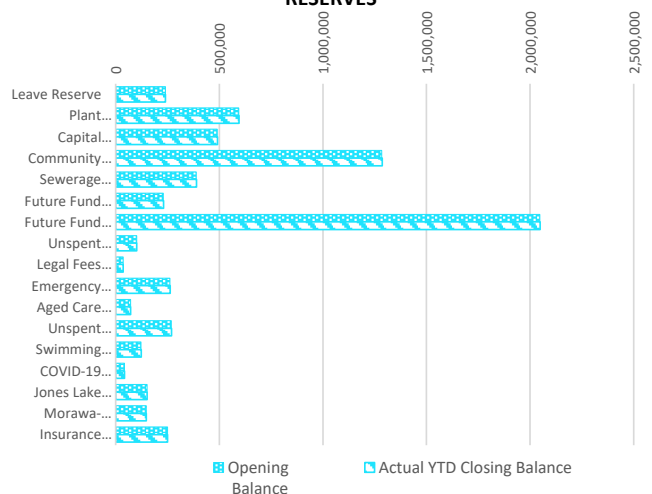
Principal Repayments



Principal Outstanding



RESERVES



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

Funding surplus / (deficit) Components

Funding surplus / (deficit)				
	Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
Opening	\$2.48 M	\$2.48 M	\$2.48 M	\$0.00 M
Closing	\$0.35 M	\$4.56 M	\$5.48 M	\$0.92 M

Refer to Statement of Financial Activity

Cash and cash equivalents		
	\$	% of total
Unrestricted Cash	\$4.82 M	41.7%
Restricted Cash	\$6.74 M	58.3%
<b>Total</b>	<b>\$11.56 M</b>	

Refer to Note 2 - Cash and Financial Assets

Payables		
	\$	% Outstanding
Trade Payables	\$0.00 M	
0 to 30 Days		100.0%
30 to 90 Days		0.0%
Over 90 Days		0%

Refer to Note 5 - Payables

Receivables		
	\$	% Collected
Rates Receivable	\$1.27 M	67.6%
Trade Receivable	\$0.05 M	
30 to 90 Days		12.6%
Over 90 Days		12.4%

Refer to Note 3 - Receivables

Key Operating Activities

Amount attributable to operating activities			
Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
(\$0.51 M)	\$2.22 M	\$2.41 M	\$0.20 M

Refer to Statement of Financial Activity

Rates Revenue		
	\$	% Variance
YTD Actual	\$2.87 M	
YTD Budget	\$2.90 M	(0.9%)

Refer to Note 6 - Rate Revenue

Grants and Contributions		
	\$	% Variance
YTD Actual	\$0.23 M	
YTD Budget	\$0.05 M	411.6%

Refer to Note 13 - Operating Grants and Contributions

Fees and Charges		
	\$	% Variance
YTD Actual	\$0.65 M	
YTD Budget	\$0.63 M	4.1%

Refer to Statement of Financial Activity

Key Investing Activities

Amount attributable to investing activities			
Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
(\$5.22 M)	(\$0.61 M)	(\$0.38 M)	\$0.22 M

Refer to Statement of Financial Activity

Proceeds on sale		
	\$	%
YTD Actual	\$0.00 M	
Amended Budget	\$0.07 M	(100.0%)

Refer to Note 7 - Disposal of Assets

Asset Acquisition		
	\$	% Spent
YTD Actual	\$0.38 M	
Amended Budget	\$5.22 M	(92.6%)

Refer to Note 8 - Capital Acquisitions

Capital Grants		
	\$	% Received
YTD Actual	\$0.99 M	
Amended Budget	\$3.49 M	(71.7%)

Refer to Note 8 - Capital Acquisitions

Key Financing Activities

Amount attributable to financing activities			
Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
\$0.03 M	(\$0.03 M)	(\$0.02 M)	\$0.02 M

Refer to Statement of Financial Activity

Borrowings	
Principal repayments	\$0.01 M
Interest expense	\$0.00 M
Principal due	\$0.41 M

Refer to Note 9 - Borrowings

Reserves	
Reserves balance	\$6.74 M
Interest earned	\$0.01 M

Refer to Note 11 - Cash Reserves

Lease Liability	
Principal repayments	\$0.00 M
Interest expense	\$0.00 M
Principal due	\$0.00 M

Refer to Note 10 - Lease Liabilities

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

## KEY TERMS AND DESCRIPTIONS

FOR THE PERIOD ENDED 30 SEPTEMBER 2023

## STATUTORY PROGRAMS

Shire operations as disclosed in these financial statements encompass the following service orientated activities/programs.

### PROGRAM NAME AND OBJECTIVES

### ACTIVITIES

#### GOVERNANCE

To manage Councils' Elected Members

Includes Members of Council, Civic Functions and Public Relations, Council Elections, Training/Education of members.

#### GENERAL PURPOSE FUNDING

To manage Council's finances

Includes Rates, Loans, Investments & Grants.

#### LAW, ORDER, PUBLIC SAFETY

To provide, develop & manage services in response to community needs.

Includes Emergency Services, Fire Services and Animal Control

#### HEALTH

To provide, develop & manage services in response to community needs.

Includes Environmental Health, Medical and Health facilities and providers

#### EDUCATION AND WELFARE

To provide, develop & manage services in response to community needs.

Includes Education, Welfare & Children's Services, Youth Development

#### HOUSING

To ensure quality housing and appropriate infrastructure is maintained.

Includes Staff and other housing, including aged care units and Dreghorn Street units.

#### COMMUNITY AMENITIES

To provide, develop & manage services in response to community needs.

Includes Refuse Collection, Sewerage, Cemetery, Building Control and Town Planning.

#### RECREATION AND CULTURE

To ensure the recreational & cultural needs of the community are met.

Includes the Swimming Pool, Halls, Library, Oval, Parks and Gardens and Recreational Facilities.

#### TRANSPORT

To effectively manage transport infrastructure within the shire.

Includes Roads, Footpaths, Private Works, Plant Operating Costs, Outside Crew wages and maintenance of the Airstrip.

#### ECONOMIC SERVICES

To foster economic development, tourism & rural services in the district.

Includes Tourism, Rural Services, Economic Development & Caravan Park.

#### OTHER PROPERTY AND SERVICES

To provide control accounts and reporting facilities for all other operations.

Includes Private Works, Public Works Overheads, Plant Recovery Costs, Administration Overheads and Unclassified Items



**STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 30 SEPTEMBER 2023**

**BY PROGRAM**

	Ref Note	YTD Adopted Budget (a)	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var.
		\$	\$	\$	\$	%	
<b>OPERATING ACTIVITIES</b>							
<b>Revenue from operating activities</b>							
Governance		525	129	657	528	409.50%	
General purpose funding - general rates	6	2,889,437	2,889,437	2,891,721	2,284	0.08%	
General purpose funding - other		308,467	79,068	41,728	(37,340)	(47.23%)	▼
Law, order and public safety		32,950	8,410	9,032	622	7.40%	
Health		9,050	2,261	1,476	(785)	(34.70%)	
Education and welfare		10,500	1,871	400	(1,471)	(78.62%)	
Housing		96,000	23,856	21,900	(1,956)	(8.20%)	
Community amenities		767,830	520,790	725,239	204,449	39.26%	▲
Recreation and culture		93,500	5,040	4,010	(1,030)	(20.44%)	
Transport		1,190,627	89,092	91,618	2,526	2.84%	
Economic services		252,100	63,000	74,156	11,156	17.71%	▲
Other property and services		88,500	22,117	37,916	15,799	71.43%	▲
		<b>5,739,486</b>	<b>3,705,071</b>	<b>3,899,854</b>	194,783		
<b>Expenditure from operating activities</b>							
Governance		(545,801)	(140,290)	(150,539)	(10,249)	(7.31%)	
General purpose funding		(316,323)	(78,825)	(93,185)	(14,360)	(18.22%)	▼
Law, order and public safety		(174,139)	(30,300)	(31,816)	(1,516)	(5.00%)	
Health		(196,663)	(47,897)	(19,641)	28,256	58.99%	▲
Education and welfare		(225,990)	(59,751)	(39,910)	19,841	33.21%	▲
Housing		(247,717)	(67,384)	(42,352)	25,032	37.15%	▲
Community amenities		(916,604)	(175,475)	(121,600)	53,875	30.70%	▲
Recreation and culture		(1,515,770)	(408,516)	(253,673)	154,843	37.90%	▲
Transport		(3,317,171)	(715,391)	(341,930)	373,461	52.20%	▲
Economic services		(732,708)	(186,765)	(173,587)	13,178	7.06%	
Other property and services		(201,724)	(119,499)	(218,549)	(99,050)	(82.89%)	▼
		<b>(8,390,610)</b>	<b>(2,030,093)</b>	<b>(1,486,782)</b>	543,311		
Non-cash amounts excluded from operating activities	1(a)	2,143,914	540,373	562	(539,811)	(99.90%)	▼
<b>Amount attributable to operating</b>		<b>(507,210)</b>	<b>2,215,351</b>	<b>2,413,633</b>	198,282		
<b>INVESTING ACTIVITIES</b>							
<b>Inflows from investing activities</b>							
Proceeds from Capital grants, subsidies and contributions	14	3,489,854	502,639	987,753	485,114	96.51%	▲
Proceeds from disposal of assets	7	73,000	0	0	0	0.00%	
		<b>3,562,854</b>	<b>502,639</b>	<b>987,753</b>	485,114		
<b>Outflows from investing activities</b>							
Payments for Infrastructure	9	(3,438,821)	(307,967)	(236,667)	71,300	23.15%	▲
Payments for property, plant and equipment	8	(1,781,787)	(299,475)	(147,960)	151,515	50.59%	▲
		<b>(5,220,608)</b>	<b>(607,442)</b>	<b>(384,627)</b>	222,815		
<b>Amount attributable to investing</b>		<b>(1,657,754)</b>	<b>(104,803)</b>	<b>603,126</b>	707,929		
<b>FINANCING ACTIVITIES</b>							
<b>Inflows from financing activities</b>							
Transfer from reserves	11	316,640	0	0	0	0.00%	
		<b>316,640</b>	<b>0</b>	<b>0</b>	0		
<b>Outflows from financing activities</b>							
Repayment of debentures	9	(28,156)	(10,128)	(6,159)	3,970	39.19%	
Transfer to reserves	11	(258,520)	(22,116)	(10,261)	11,855	53.60%	▲
		<b>(286,676)</b>	<b>(32,244)</b>	<b>(16,419)</b>	15,825		
<b>Amount attributable to financing activities</b>		<b>29,964</b>	<b>(32,244)</b>	<b>(16,419)</b>	15,825		
<b>MOVEMENT IN SURPLUS OR DEFICIT</b>							
Surplus or deficit at the start of the financial year	1(c)	2,135,000	2,481,613	2,481,613	0	0.00%	
Amount attributable to operating activities		(507,210)	2,215,351	2,413,633			
Amount attributable to investing activities		(1,657,754)	(104,803)	603,126			
Amount attributable to financing activities		29,964	(32,244)	(16,419)			
<b>Surplus or deficit after imposition of general rates</b>	1(c)	<b>0</b>	<b>4,559,917</b>	<b>5,481,954</b>			

**KEY INFORMATION**

▲ ▼ Indicates a variance between Year to Date (YTD) Actual and YTD Actual data as per the adopted materiality threshold.

Refer to Note ` for an explanation of the reasons for the variance.

The material variance adopted by Council for the 2023-24 year is \$10,000 or 10.00% whichever is the greater.

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

## KEY TERMS AND DESCRIPTIONS FOR THE PERIOD ENDED 30 SEPTEMBER 2023

### REVENUE

#### RATES

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

#### GRANTS, SUBSIDIES AND CONTRIBUTIONS

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

#### CAPITAL GRANTS, SUBSIDIES AND CONTRIBUTIONS

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

#### REVENUE FROM CONTRACTS WITH CUSTOMERS

Revenue from contracts with customers is recognised when the local government satisfies its performance obligations under the contract.

#### FEES AND CHARGES

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

#### SERVICE CHARGES

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

#### INTEREST REVENUE

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

#### OTHER REVENUE / INCOME

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

#### PROFIT ON ASSET DISPOSAL

Excess of assets received over the net book value for assets on their disposal.

## NATURE DESCRIPTIONS

### EXPENSES

#### EMPLOYEE COSTS

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

#### MATERIALS AND CONTRACTS

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

#### UTILITIES (GAS, ELECTRICITY, WATER, ETC.)

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

#### INSURANCE

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

#### LOSS ON ASSET DISPOSAL

Shortfall between the value of assets received over the net book value for assets on their disposal.

#### DEPRECIATION

Depreciation expense raised on all classes of assets.

#### FINANCE COSTS

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

#### OTHER EXPENDITURE

Statutory fees, taxes, allowance for impairment of assets, member's fees or State taxes. Donations and subsidies made to community groups.

**STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 30 SEPTEMBER 2023**

**BY NATURE**

	Ref Note	YTD Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var.
		\$	\$	\$	\$	%	
<b>OPERATING ACTIVITIES</b>							
<b>Revenue from operating activities</b>							
General rates	6	2,889,437	2,889,437	<b>2,891,721</b>	2,284	0.08%	
Rates excluding general rates	6	8,706	9,831	<b>(18,041)</b>	(27,872)	(283.51%)	▼
Grants, subsidies and contributions	13	1,271,451	45,383	<b>232,176</b>	186,793	411.59%	▲
Fees and charges		993,020	625,355	<b>651,165</b>	25,810	4.13%	
Interest revenue		139,020	27,927	<b>32,464</b>	4,537	16.24%	
Other revenue		427,425	106,096	<b>110,369</b>	4,273	4.03%	
Profit on disposal of assets	7	10,427	1,042	<b>0</b>	(1,042)	(100.00%)	
Gain on FV Adjustment of Financial Asstes through P&L		0	0	<b>0</b>	0	0.00%	
		<b>5,739,486</b>	<b>3,705,071</b>	<b>3,899,854</b>	194,783		
<b>Expenditure from operating activities</b>							
Employee costs		(2,103,390)	(518,129)	<b>(563,573)</b>	(45,444)	(8.77%)	
Materials and contracts		(3,053,569)	(609,594)	<b>(598,391)</b>	11,203	1.84%	
Utility charges		(385,053)	(96,141)	<b>(68,142)</b>	27,999	29.12%	▲
Depreciation		(2,150,541)	(537,615)	<b>0</b>	537,615	100.00%	▲
Finance costs		(15,353)	(975)	<b>(2,867)</b>	(1,892)	(194.02%)	
Insurance expenses		(260,440)	(166,957)	<b>(137,982)</b>	28,975	17.35%	▲
Other expenditure		(422,264)	(100,682)	<b>(115,830)</b>	(15,148)	(15.04%)	▼
		<b>(8,390,610)</b>	<b>(2,030,093)</b>	<b>(1,486,784)</b>	543,309		
Non-cash amounts excluded from operating activities	1(a)	2,143,914	540,373	<b>562</b>	(539,811)	(99.90%)	▼
<b>Amount attributable to operating activities</b>		<b>(507,210)</b>	<b>2,215,351</b>	<b>2,413,633</b>	198,280		
<b>INVESTING ACTIVITIES</b>							
<b>Inflows from investing activities</b>							
Proceeds from capital grants, subsidies and contributions	14	3,489,854	502,639	<b>987,753</b>	485,114	96.51%	▲
Proceeds from disposal of assets	7	73,000	0	<b>0</b>	0	0.00%	
		<b>3,562,854</b>	<b>502,639</b>	<b>987,753</b>	485,114		
<b>Outflows from investing activities</b>							
Payments for infrastructure	8	(3,438,821)	(307,967)	<b>(236,667)</b>	71,300	(23.15%)	
Payments for property, plant and equipment	8	(1,781,787)	(299,475)	<b>(147,960)</b>	151,515	(50.59%)	▲
		<b>(5,220,608)</b>	<b>(607,442)</b>	<b>(384,627)</b>	1,193,044		
<b>Amount attributable to investing activities</b>		<b>(1,657,754)</b>	<b>(104,803)</b>	<b>603,126</b>	707,929		
<b>FINANCING ACTIVITIES</b>							
<b>Inflows from financing activities</b>							
Transfer from reserves	11	316,640	0	<b>0</b>	0	0.00%	
		<b>316,640</b>	<b>0</b>	<b>0</b>	0		
<b>Outflows from financing activities</b>							
Repayment of borrowings	9	(28,156)	(10,128)	<b>(6,159)</b>	3,970	39.19%	
Transfer to reserves	11	(258,520)	(22,116)	<b>(10,261)</b>	11,855	53.60%	▲
		<b>(286,676)</b>	<b>(32,244)</b>	<b>(16,419)</b>	15,825		
<b>Amount attributable to financing activities</b>		<b>29,964</b>	<b>(32,244)</b>	<b>(16,419)</b>	15,825		
<b>MOVEMENT IN SURPLUS OR DEFICIT</b>							
<b>Surplus or deficit at the start of the financial year</b>	1(c)	2,135,000	2,481,613	<b>2,481,613</b>	0	0.00%	
Amount attributable to operating activities		(507,210)	2,215,351	<b>2,413,633</b>	198,282	8.95%	
Amount attributable to investing activities		(1,657,754)	(104,803)	<b>603,126</b>	707,929	(675.49%)	
Amount attributable to financing activities		29,964	(32,244)	<b>(16,419)</b>	15,825	(49.08%)	
<b>Surplus or deficit after imposition of general rates</b>	1(c)	<b>0</b>	<b>4,559,917</b>	<b>5,481,954</b>			

**KEY INFORMATION**

▲ ▼ Indicates a variance between Year to Date (YTD) Actual and YTD Actual data as per the adopted materiality threshold.

Refer to Note ` for an explanation of the reasons for the variance.

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

**STATEMENT OF FINANCIAL POSITION  
FOR THE PERIOD ENDED 30 SEPTEMBER 2023**

	<b>30 June 2023</b>	<b>30 September 2023</b>
	<b>\$</b>	<b>\$</b>
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	9,688,904	11,562,927
Trade and other receivables	499,237	1,305,626
Inventories	8,639	8,639
Other assets	20,750	20,750
<b>TOTAL CURRENT ASSETS</b>	<b>10,217,530</b>	<b>12,897,942</b>
<b>NON-CURRENT ASSETS</b>		
Trade and other receivables	14,282	14,282
Other financial assets	61,117	61,117
Property, plant and equipment	30,108,789	30,256,749
Infrastructure	61,421,056	61,657,723
<b>TOTAL NON-CURRENT ASSETS</b>	<b>91,605,244</b>	<b>91,989,871</b>
<b>TOTAL ASSETS</b>	<b>101,822,774</b>	<b>104,887,813</b>
<b>CURRENT LIABILITIES</b>		
Trade and other payables	655,356	325,728
Other liabilities	274,221	274,221
Borrowings	56,312	50,153
Employee related provisions	313,930	313,930
<b>TOTAL CURRENT LIABILITIES</b>	<b>1,299,820</b>	<b>964,033</b>
<b>NON-CURRENT LIABILITIES</b>		
Borrowings	362,917	362,917
Employee related provisions	38,855	38,855
<b>TOTAL NON-CURRENT LIABILITIES</b>	<b>401,772</b>	<b>401,772</b>
<b>TOTAL LIABILITIES</b>	<b>1,701,592</b>	<b>1,365,805</b>
<b>NET ASSETS</b>	<b>100,121,182</b>	<b>103,522,007</b>
<b>EQUITY</b>		
Retained surplus	37,092,522	40,483,087
Reserve accounts	6,732,381	6,742,642
Revaluation surplus	56,296,279	56,296,279
<b>TOTAL EQUITY</b>	<b>100,121,182</b>	<b>103,522,007</b>

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

## **BASIS OF PREPARATION**

The financial report has been prepared in accordance with Australian Accounting Standards (as they apply to local governments and not-for-profit entities) and interpretations of the Australian Accounting Standards Board, and the *Local Government Act 1995* and accompanying regulations.

The *Local Government Act 1995* and accompanying Regulations take precedence over Australian Accounting Standards where they are inconsistent.

The *Local Government (Financial Management) Regulations 1996* specify that vested land is a right-of-use asset to be measured at cost. All right-of-use assets (other than vested improvements) under zero cost concessionary leases are measured at zero cost rather than at fair value. The exception is vested improvements on concessionary land leases such as roads, buildings or other infrastructure which continue to be reported at fair value, as opposed to the vested land which is measured at zero cost. The measurement of vested improvements at fair value is a departure from AASB 16 which would have required the Shire to measure any vested improvements at zero cost.

Accounting policies which have been adopted in the preparation of this financial report have been consistently applied unless stated otherwise. Except for cash flow and rate setting information, the financial report has 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.

### **THE LOCAL GOVERNMENT REPORTING ENTITY**

All funds through which the Shire controls resources to carry on its functions have been included in the financial statements forming part of this financial report.

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 financial statements. A separate statement of those monies appears at Note 15 to these financial statements.

## **SIGNIFICANT ACCOUNTING POLICES**

### **CRITICAL ACCOUNTING ESTIMATES**

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

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

### **GOODS AND SERVICES TAX**

Revenues, expenses and assets are recognised net of the amount of GST, except where the amount of GST incurred is not recoverable from the Australian Taxation Office (ATO). Receivables and payables are stated inclusive of GST receivable or payable. The net amount of GST recoverable from, or payable to, the ATO is included with receivables or payables in the statement of financial position. Cash flows are presented on a gross basis. The GST components of cash flows arising from investing or financing activities which are recoverable from, or payable to, the ATO are presented as operating cash flows.

### **ROUNDING OFF FIGURES**

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

## **PREPARATION TIMING AND REVIEW**

Date prepared: All known transactions up to 30 September 2023

(a) Non-cash items excluded from operating activities

The following non-cash revenue and expenditure has been excluded from operating activities within the Statement of Financial Activity in accordance with Financial Management Regulation 32.

	Notes	Adopted Budget	Amended Budget	YTD Budget (a)	YTD Actual (b)
<b>Non-cash items excluded from operating activities</b>					
		\$	\$	\$	\$
<b>Adjustments to operating activities</b>					
Less: Profit on asset disposals	7	(10,427)	(10,427)	(1,042)	0
Less: Movement in liabilities associated with restricted cash		3,800	3,800	3,800	562
Add: Depreciation on assets		2,150,541	2,150,541	537,615	0
<b>Total non-cash items excluded from operating activities</b>		<b>2,143,914</b>	<b>2,143,914</b>	<b>540,373</b>	<b>562</b>

(b) Adjustments to net current assets in the Statement of Financial Activity

The following current assets and liabilities have been excluded from the net current assets used in the Statement of Financial Activity in accordance with *Financial Management Regulation 32*.

		Last Year Closing	This Time Last Year	Year to Date
		30 June 2023	30 Sep 2022	30 Sep 2023
<b>Adjustments to net current assets</b>				
Less: Reserves - restricted cash	11	(6,732,381)	(6,133,421)	(6,742,642)
Add Back: Component of Leave Liability not Required to be Fun	12	239,972	236,188	240,534
Add: Borrowings	9	56,312	21,295	50,153
Add: Lease liabilities	10	0	14,443	0
<b>Total adjustments to net current assets</b>		<b>(6,436,097)</b>	<b>(5,861,495)</b>	<b>(6,451,955)</b>

(c) Net current assets used in the Statement of Financial Activity

<b>Current assets</b>				
Cash and cash equivalents	2	9,687,207	10,044,215	11,561,402
Rates receivables	3	443,606	1,116,395	1,250,853
Receivables	3	55,631	75,335	54,773
Other current assets	4	29,389	35,468	29,389
<b>Less: Current liabilities</b>				
Payables	5	(653,659)	(163,432)	(324,203)
Borrowings	9	(56,312)	(21,295)	(50,153)
Contract liabilities	12	(274,221)	(528,111)	(274,221)
Lease liabilities	10	0	(14,443)	0
Provisions	12	(313,930)	(357,043)	(313,930)
<b>Less: Total adjustments to net current assets</b>	1(b)	<b>(6,436,097)</b>	<b>(5,861,495)</b>	<b>(6,451,955)</b>
<b>Closing funding surplus / (deficit)</b>		<b>* 2,481,613</b>	<b>4,325,593</b>	<b>5,481,954</b>

**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. Unless otherwise stated assets or liabilities are classified as at current if expected to be settled within the next 12 months, being the Council's operational cycle.

Liabilities under transfers to acquire or construct non-financial assets to be controlled by the entity

The 30 June 2023 closing surplus differs from the budgeted amounts shown in the SFA due to incompleting and unaudited financials. The above figure may change in future statements up to adoption of the financial statements

Description	Classification	Unrestricted \$	Restricted \$	Total Cash \$	Trust \$	Institution	Interest Rate	Maturity Date
<b>Cash on hand</b>								
Cash On Hand	Cash and cash equivalents	400		400			NIL	On Hand
<b>At Call Deposits</b>								
Municipal Cash at Bank	Cash and cash equivalents	4,273,904		4,273,904		Bankwest	0.10%	At Call
Muni Business Telenet Saver	Cash and cash equivalents	544,456		544,456		Bankwest	0.10%	At Call
CAB - Future Fund Grant (Interest) Reserve	Cash and cash equivalents	0	230,819	230,819		Bankwest	0.10%	At Call
CAB - Leave Reserve Account	Cash and cash equivalents	0	240,534	240,534		Bankwest	0.10%	At Call
CAB - Swimming Pool Reserve	Cash and cash equivalents	0	123,002	123,002		Bankwest	0.10%	At Call
CAB - Plant Replacement Reserve	Cash and cash equivalents	0	595,787	595,787		Bankwest	0.10%	At Call
CAB - Capital Works Reserve	Cash and cash equivalents	0	491,357	491,357		Bankwest	0.10%	At Call
CAB - Sewerage Reserve	Cash and cash equivalents	0	390,157	390,157		Bankwest	0.10%	At Call
CAB - Unspent Loans Reserve	Cash and cash equivalents	0	101,640	101,640		Bankwest	0.10%	At Call
CAB - Community & Economic Development Reserve	Cash and cash equivalents	0	786,453	786,453		Bankwest	0.10%	At Call
CAB - Future Funds (Principal) Reserve	Cash and cash equivalents	0	447,867	447,867		Bankwest	0.10%	At Call
CAB - Legal Reserve	Cash and cash equivalents	0	36,747	36,747		Bankwest	0.10%	At Call
CAB - Emergency Response Reserve	Cash and cash equivalents	0	262,700	262,700		Bankwest	0.10%	At Call
CAB - Aged Care Units 1-4 (JVA) Reserve	Cash and cash equivalents	0	72,263	72,263		Bankwest	0.10%	At Call
CAB - Aged Care Units (Excl. 1-4) Reserve	Cash and cash equivalents	0	269,641	269,641		Bankwest	0.10%	At Call
CAB - COVID-19 Emergency Response Reserve	Cash and cash equivalents	0	43,149	43,149		Bankwest	0.10%	At Call
CAB - Jones Lake Road Rehab Reserve	Cash and cash equivalents	0	152,233	152,233		Bankwest	0.10%	At Call
CAB - Morawa-Yalgoo Road Maintenance Reserve	Cash and cash equivalents	0	147,708	147,708		Bankwest	0.10%	At Call
CAB - Insurance Works Reserve	Cash and cash equivalents	0	250,585	250,585		Bankwest	0.10%	At Call
<b>Term Deposits</b>								
TD: ... 8410 (Future Funds 1)	Cash and cash equivalents	0	800,000	800,000		Bankwest	4.20%	2/10/2023
TD: ... 8428 (Future Funds 2)	Cash and cash equivalents	0	800,000	800,000		Bankwest	4.20%	2/10/2023
TD: ... 8436 (Community Development Fund)	Cash and cash equivalents	0	500,000	500,000		Bankwest	4.20%	2/10/2023
<b>Trust Deposits</b>								
Trust Bank	Cash and cash equivalents	0			1,525		0.10%	At Call
<b>Total</b>		<b>4,818,760</b>	<b>6,742,642</b>	<b>11,561,402</b>	<b>1,525</b>			
<b>Comprising</b>								
Cash and cash equivalents		4,818,760	6,742,642	11,561,402	1,525			
		<b>4,818,760</b>	<b>6,742,642</b>	<b>11,561,402</b>	<b>1,525</b>			

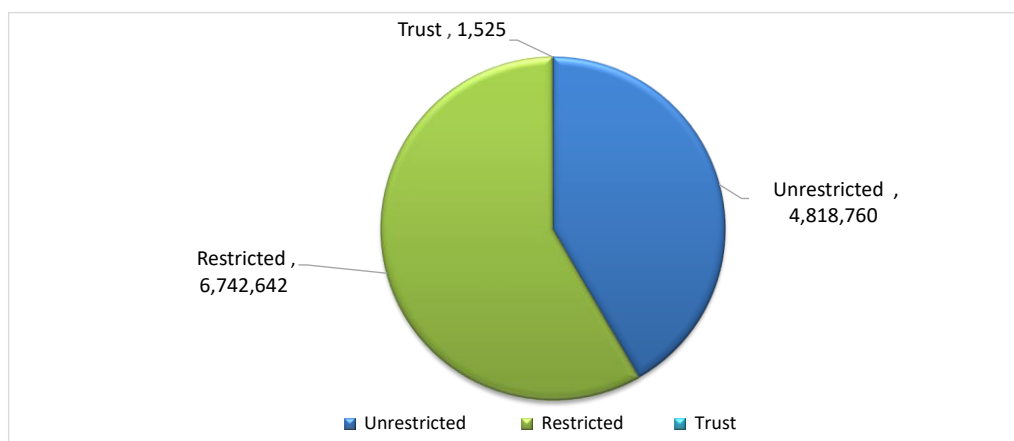
**KEY INFORMATION**

Cash and cash equivalents include cash on hand, cash at bank, deposits available on demand with banks and 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 reported as short term borrowings in current liabilities in the statement of net current assets.

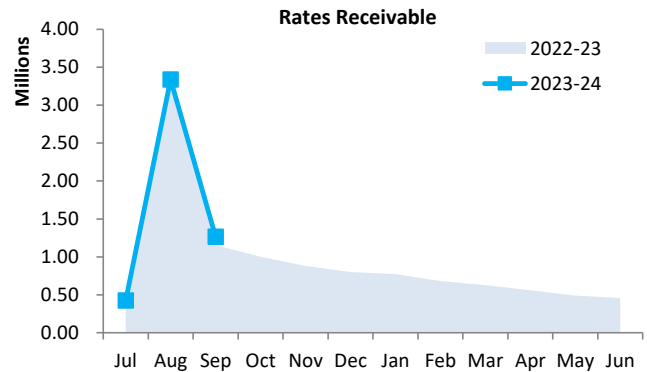
The local government classifies financial assets at amortised cost if both of the following criteria are met:

- the asset is held within a business model whose objective is to collect the contractual cashflows, and
- the contractual terms give rise to cash flows that are solely payments of principal and interest.

Financial assets at amortised cost held with registered financial institutions are listed in this note other financial assets at amortised cost are provided in Note 4 - Other assets.



Rates receivable	30 Jun 2023	30 Sep 2023
	\$	\$
Opening arrears previous years	556,973	457,888
Levied this year	3,052,549	3,447,815
Less - collections to date	(3,151,634)	(2,640,568)
Equals current outstanding	<b>457,888</b>	<b>1,265,135</b>
<b>Net rates collectable</b>	<b>457,888</b>	<b>1,265,135</b>
% Collected	87.3%	67.6%

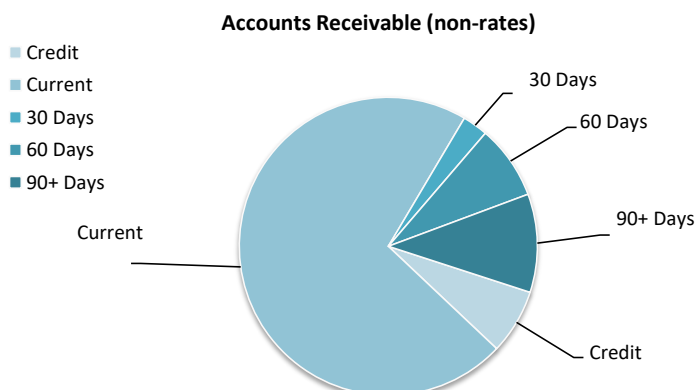


Receivables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Receivables - general	(3,498)	35,441	1,369	3,987	5,293	42,592
Percentage	(8.2%)	83.2%	3.2%	9.4%	12.4%	
<b>Balance per trial balance</b>						
Sundry receivable						42,592
GST receivable						32,534
Increase in Allowance for impairment of receivables from contracts with customers						(25,012)
<b>Total receivables general outstanding</b>						<b>54,773</b>

Amounts shown above include GST (where applicable)

**KEY INFORMATION**

Trade and other receivables include amounts due from ratepayers for unpaid rates and service charges and other amounts due from third parties for goods sold and services performed in the ordinary course of business. Receivables expected to be collected within 12 months of the end of the reporting period are classified as current assets. All other receivables are classified as non-current assets. Collectability of trade and other receivables is reviewed on an ongoing basis. Debts that are known to be uncollectible are written off when identified. An allowance for impairment of receivables is raised when there is objective evidence that they will not be collectible.





	Opening Balance 1 July 2023	Asset Increase	Asset Reduction	Closing Balance 30 Sep 2023
	\$	\$	\$	\$
<b>Other current assets</b>				
<b>Inventory</b>				
Fuel, Oils and Materials on Hand	8,639	0	0	8,639
<b>Other current assets</b>				
Accrued income	20,750	0	0	20,750
<b>Total other current assets</b>	<b>29,389</b>	<b>0</b>	<b>0</b>	<b>29,389</b>
<b>Amounts shown above include GST (where applicable)</b>				

KEY INFORMATION

**Inventory**

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

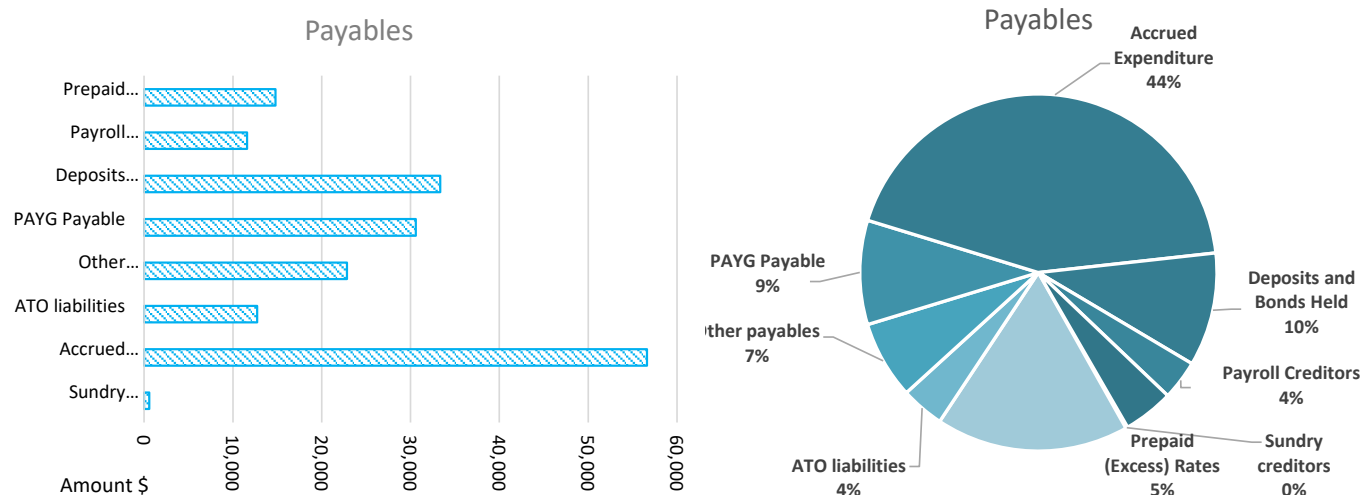
Net realisable value is the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated costs necessary to make the sale.

Payables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Payables - general	0	586	0	0	0	586
Percentage	0%	100%	0%	0%	0%	
<b>Balance per trial balance</b>						
Sundry creditors						586
Accrued Salaries & Wages GEN						56,633
ATO liabilities						12,741
Other payables						22,845
PAYG Payable						30,603
Accrued Expenditure						141,063
Deposits and Bonds Held						33,336
Payroll Creditors						11,611
Prepaid (Excess) Rates						14,785
<b>Total payables general outstanding</b>						<b>324,203</b>

Amounts shown above include GST (where applicable)

KEY INFORMATION

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



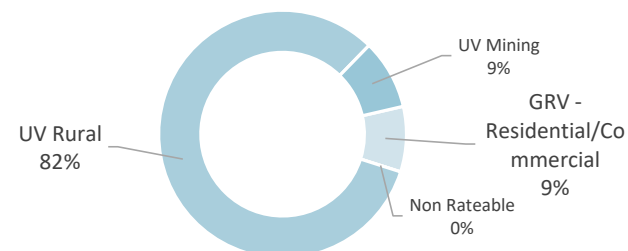
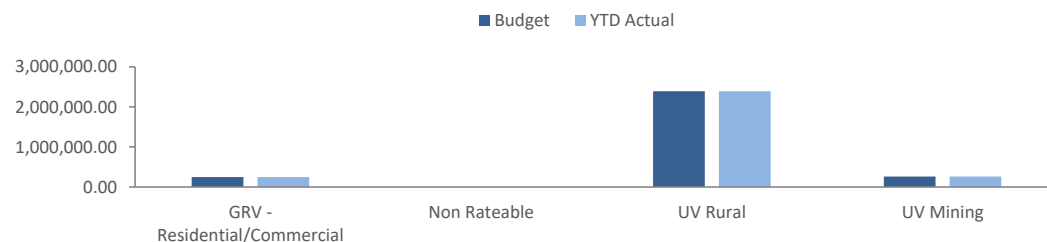
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 30 SEPTEMBER 2023

OPERATING ACTIVITIES  
NOTE 6  
RATE REVENUE

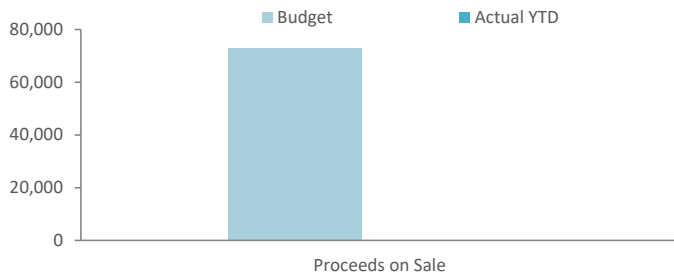
General rate revenue	Budget							YTD Actual			
	Rate in \$ (cents)	Number of Properties	Rateable Value	Rate Revenue	Interim Rate	Back Rate	Total Revenue	Rate Revenue	Interim Rates	Back Rates	Total Revenue
RATE TYPE				\$	\$	\$	\$	\$	\$	\$	\$
<b>General Rate</b>											
<b>Gross rental valuations</b>											
GRV - Residential/Commercial	0.088342	268	2,799,272	247,293	0.00	0.00	247,293.00	247,293.34	0.00	0.00	247,293
Non Rateable	0.000000	137	494,713	0	0.00	0.00	0.00	0.00	0.00	0.00	0
<b>Unimproved value</b>											
UV Rural	0.022728	209	105,039,500	2,387,338	0.00	0.00	2,387,338.00	2,387,337.77	0.00	0.00	2,387,338
UV Mining	0.301974	30	873,066	263,643	0.00	0.00	263,643.00	263,643.24	0.00	0.00	263,643
<b>Sub-Total</b>		<b>644</b>	<b>109,206,551</b>	<b>2,898,274</b>	<b>0</b>	<b>0</b>	<b>2,898,274</b>	<b>2,898,274</b>	<b>0</b>	<b>0</b>	<b>2,898,274</b>
<b>Minimum payment</b>											
<b>Gross rental valuations</b>											
GRV - Residential/Commercial	339	46	27,993	15,594	0	0	15,594	15,594	50	0	15,644
<b>Unimproved value</b>											
UV Rural	339	7	47,900	2,373	0	0	2,373	2,373	0	0	2,373
UV Mining	683	12	13,674	8,196	0	0	8,196	8,196	0	0	8,196
<b>Sub-total</b>		<b>65</b>	<b>89,567</b>	<b>26,163</b>	<b>0</b>	<b>0</b>	<b>26,163</b>	<b>26,163</b>	<b>50</b>	<b>0</b>	<b>26,213</b>
		<b>709</b>	<b>109,296,118</b>	<b>2,924,437</b>	<b>0</b>	<b>0</b>	<b>2,924,437</b>	<b>2,924,437</b>	<b>50</b>	<b>0</b>	<b>2,924,487</b>
Discount							(35,000)				(33,866)
<b>Amount from general rates</b>							<b>2,889,437</b>				<b>2,890,621</b>
Rates Written Off							(1,500)				(18,041)
Ex-gratia rates		0	0	10,206	0.00	0.00	10,206				0
<b>Total general rates</b>							<b>2,898,143</b>				<b>2,872,580</b>

KEY INFORMATION

Prepaid rates are, until the taxable event for the rates has occurred, refundable at the request of the ratepayer. Rates received in advance give rise to a financial liability. On 1 July 2021 the prepaid rates were recognised as a financial asset and a related amount was recognised as a financial liability and no income was recognised. When the taxable event occurs the financial liability is extinguished and income recognised for the prepaid rates that have not been refunded.



Asset Ref.	Asset description	Updated Budget				YTD Actual			
		Value	Proceeds	Profit	(Loss)	Value	Proceeds	Profit	(Loss)
		\$	\$	\$	\$	\$	\$	\$	\$
	<b>Plant and equipment</b>	62,573	73,000	10,427	0	0	0	0	0
		<b>62,573</b>	<b>73,000</b>	<b>10,427</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>



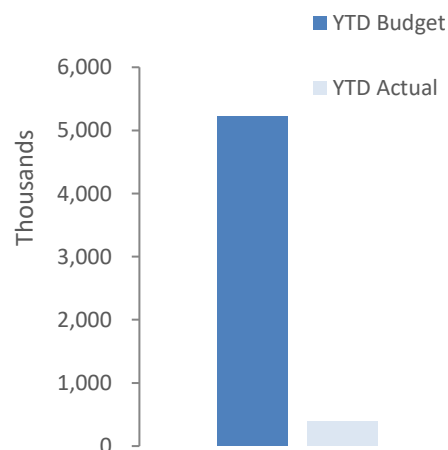
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 30 SEPTEMBER 2023**

**INVESTING ACTIVITIES  
NOTE 8  
CAPITAL ACQUISITIONS**

Capital acquisitions	Adopted	Amended		YTD Actual	YTD Actual Variance
	Budget	Budget	YTD Budget		
		\$	\$	\$	\$
Land and Buildings	1,271,787	1,271,787	248,475	146,120	(102,355)
Furniture and equipment	0	0	0	1,840	1,840
Plant and equipment	510,000	510,000	51,000	0	(51,000)
Infrastructure - roads	2,720,000	2,720,000	44,995	101,146	56,151
Infrastructure - Footpaths	74,650	74,650	0	0	0
Infrastructure - Drainage	30,000	30,000	3,000	0	(3,000)
Infrastructure - Parks & Ovals	201,640	201,640	100,819	25,825	(74,994)
Infrastructure - Sewerage	30,000	30,000	7,500	0	(7,500)
Infrastructure - Playground Equipment	12,318	12,318	9,237	25,384	16,147
Infrastructure - Other	206,857	206,857	60,741	84,311	23,570
Infrastructure - Airfields	163,356	163,356	81,675	0	(81,675)
<b>Payments for Capital Acquisitions</b>	<b>5,220,608</b>	<b>5,220,608</b>	<b>607,442</b>	<b>384,627</b>	<b>(222,815)</b>
<b>Total Capital Acquisitions</b>	<b>5,220,608</b>	<b>5,220,608</b>	<b>607,442</b>	<b>384,627</b>	<b>(222,815)</b>
<b>Capital Acquisitions Funded By:</b>					
		\$	\$	\$	\$
Capital grants and contributions	3,489,854	3,489,854	502,639	987,753	485,114
Other (disposals & C/Fwd)	73,000	73,000	0	0	0
Cash backed reserves					
Future Fund Grants (Interest) Reserve	0	10,000	0	0	0
Unspent Loans Reserve	0	101,640	0	0	0
Morawa-Yalgoo Road Maintenance Reserve	0	30,000	0	0	0
Insurance Works Reserve	0	175,000	0	0	0
Contribution - operations	1,657,754	1,341,114	104,803	(603,126)	(707,929)
<b>Capital funding total</b>	<b>5,220,608</b>	<b>5,220,608</b>	<b>607,442</b>	<b>384,627</b>	<b>(222,815)</b>

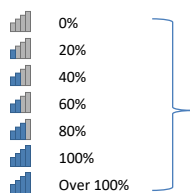
**SIGNIFICANT ACCOUNTING POLICIES**

All assets are initially recognised at cost. Cost is determined as the fair value of the assets given as consideration plus costs incidental to the acquisition. For assets acquired at no cost or for nominal consideration, cost is determined as fair value at the date of acquisition. The cost of non-current assets constructed by the local government includes the cost of all materials used in the construction, direct labour on the project and an appropriate proportion of variable and fixed overhead. Certain asset classes may be revalued on a regular basis such that the carrying values are not materially different from fair value. Assets carried at fair value are to be revalued with sufficient regularity to ensure the carrying amount does not differ materially from that determined using fair value at reporting date.



Capital expenditure total

Level of completion indicators



Percentage Year to Date Actual to Annual Budget expenditure where the expenditure over budget highlighted in red.

Level of completion indicator, please see table at the end of this note for further detail.

Account/Job Description	Adopted		Amended		Variance (Under)/ Over
	Budget	Budget	YTD Budget	YTD Actual	
<b>Buildings</b>					
Land & Buildings Renewal - Other Culture	(8,000)	(8,000)	(6,000)	(4,040)	1,960
Purchase Land & Buildings	(70,000)	(70,000)	(17,499)	(2,069)	15,430
Old Roads Board Building - Storage, entrance, water tank	(221,430)	(221,430)	(110,709)	0	110,709
Recreation Centre - Renewals	(700,000)	(700,000)	0	0	0
Purchase Land and Buildings	(20,000)	(20,000)	0	0	0
Caravan Park Disabled Toilets Addition	(152,357)	(152,357)	(114,267)	(139,899)	(25,632)
Admin Office Upgrade/Renewal	(100,000)	(100,000)	0	0	0
	(1,271,787)	(1,271,787)	(248,475)	(146,120)	102,355
<b>Plant &amp; Equipment</b>					
Purchase Plant & Equipment - Road Plant Purchases	(510,000)	(510,000)	(51,000)	0	51,000
	(510,000)	(510,000)	(51,000)	0	51,000
<b>Furniture &amp; Equipment</b>					
Purchase Furniture & Equipment Administration	0	0	0	(1,840)	(1,840)
	0	0	0	(1,840)	(1,840)
<b>Infrastructure Other</b>					
Cemetery Entrance Road & Carpark	(96,857)	(96,857)	(38,742)	(83,357)	(44,615)
Street Lights - Townsite Roads	(110,000)	(110,000)	(21,999)	0	21,999
Caravan Park - Landscaping	0	0	0	(69)	(69)
	(206,857)	(206,857)	(60,741)	(84,242)	(23,501)
<b>Infrastructure Sewerage</b>					
Sewerage Upgrade	(30,000)	(30,000)	(7,500)	0	7,500
	(30,000)	(30,000)	(7,500)	0	7,500
<b>Infrastructure Parks &amp; Ovals</b>					
Electric Vehicle Charging Stations	(50,000)	(50,000)	(24,999)	(24,007)	992
Netball Courts - Shed Replacement	(101,640)	(101,640)	(50,820)	(1,818)	49,002
Purchase Infrastructure parks & Gardens	(50,000)	(50,000)	(25,000)	0	25,000
	(201,640)	(201,640)	(100,819)	(25,825)	74,994
<b>Infrastructure Roads</b>					
Morawa Yalgoo Road	(300,000)	(300,000)	0	0	0
Morawa Yalgoo Road	(450,000)	(450,000)	0	(272)	(272)
Nanekine Road	(450,000)	(450,000)	0	(1,398)	(1,398)
State Freight Network	(1,000,000)	(1,000,000)	0	0	0
Gutha West Rd	(100,000)	(100,000)	0	(31,203)	(31,203)
White Road - Gravel Resheeting	(100,000)	(100,000)	(39,996)	(34)	39,962
Norton Road	(100,000)	(100,000)	0	(68)	(68)
Stephens Road	0	0	0	(2,193)	(2,193)
Collins Road	(100,000)	(100,000)	0	(18,900)	(18,900)
White Avenue	0	0	0	(120)	(120)
Sign Renewals	(20,000)	(20,000)	0	0	0
Main Street Lighting Upgrade	0	0	0	(34)	(34)
Townsite Roads	(50,000)	(50,000)	0	(46,923)	(46,923)
Kerbing Construction - Townsite Roads	(50,000)	(50,000)	0	0	0
	(2,720,000)	(2,720,000)	(44,995)	(101,146)	(56,151)
<b>Infrastructure Footpaths</b>					
Granville Street - Footpath	(74,650)	(74,650)	0	0	0
	(74,650)	(74,650)	0	0	0
<b>Infrastructure Drainage</b>					
Drainage Construction	(30,000)	(30,000)	(3,000)	0	3,000
	0	0	0	0	0
	(30,000)	(30,000)	(3,000)	0	3,000
<b>Infrastructure - Playground Equipment</b>					
Purchase Playground Equipment	(12,318)	(12,318)	(6,158)	(25,384)	(19,226)
	(12,318)	(12,318)	(9,237)	(25,384)	(16,147)
<b>Infrastructure Aerodrome</b>					
Aerodrome - Vermin Proof Fence	0	0	0	0	0
	(163,356)	(163,356)	(81,675)	0	81,675
	(163,356)	(163,356)	(81,675)	0	81,675
	(5,220,608)	(5,220,608)	(607,442)	(384,593)	222,849

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 30 SEPTEMBER 2023**

**FINANCING ACTIVITIES**

**NOTE 9  
BORROWINGS**

**Repayments - borrowings**

Information on borrowings			New Loans			Principal Repayments			Principal Outstanding			Interest Repayments		
Particulars	Loan No.	1 July 2023	Actual	Amended Budget	Adopted Budget	Actual	Amended Budget	Adopted Budget	Actual	Amended Budget	Adopted Budget	Actual	Amended Budget	Adopted Budget
		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
<b>Housing</b>														
24 Harley Street - Staff Housing	136	249,285	0	0	0	0	15,789	15,789	249,285	233,496	233,496	890	11,443	11,443
<b>Recreation and culture</b>														
Netball Courts Redevelopment	139	169,944	0	0	0	6,159	12,367	12,367	163,785	157,577	157,577	1,977	3,910	3,910
<b>Total</b>		<b>419,229</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6,159</b>	<b>28,156</b>	<b>28,156</b>	<b>413,071</b>	<b>391,073</b>	<b>391,073</b>	<b>2,867</b>	<b>15,353</b>	<b>15,353</b>
Current borrowings		56,312							50,153					
Non-current borrowings		362,917							362,917					
		419,229							413,070					

All debenture repayments were financed by general purpose revenue.

**Unspent borrowings**

Particulars	Date Borrowed	Unspent Balance	Borrowed During Year	Expended During Year	Unspent Balance
		30 June 2023			30 Sep 2023
		\$	\$	\$	\$
New Shed	1 Sep 2020	99,535	0	0	99,535
		99,535	0	0	99,535

**KEY INFORMATION**

All loans and borrowings are initially recognised at the fair value of the consideration received less directly attributable transaction costs. After initial recognition, interest-bearing loans and borrowings are subsequently measured at amortised cost using the effective interest method. Fees paid on the establishment of loan facilities that are yield related are included as part of the carrying amount of the loans and borrowings.

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 30 SEPTEMBER 2023**

**FINANCING ACTIVITIES  
NOTE 10  
LEASE LIABILITIES**

The Shire has no lease liabilities to report as at 30 September 2023

**KEY INFORMATION**

At inception of a contract, the Shire assesses if the contract contains or is a lease. A contract is, or contains, a lease if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration. At the commencement date, a right of use asset is recognised at cost and lease liability at the present value of the lease payments that are not paid at that date. The lease payments are discounted using that date. The lease payments are discounted using the interest rate implicit in the lease, if that rate can be readily determined. If that rate cannot be readily determined, the Shire uses its incremental borrowing rate.

All contracts classified as short-term leases (i.e. a lease with a remaining term of 12 months or less) and leases of low value assets are recognised as an operating expense on a straight-line basis over the term of the lease.



Cash backed reserve

Reserve name	Opening Balance	Budget Interest Earned	Actual Interest Earned	Budget Transfers In (+)	Actual Transfers In (+)	Budget Transfers Out (-)	Actual Transfers Out (-)	Budget Closing Balance	Actual YTD Closing Balance
	\$	\$	\$	\$	\$	\$	\$	\$	\$
Leave Reserve	239,972	0	562	3,800	0	0	0	243,772	240,534
Plant Replacement Reserve	594,395	0	1,392	9,500	0	0	0	603,895	595,787
Capital Works Reserve	490,210	0	1,148	56,600	0	0	0	546,810	491,357
Community & Economic Development Reserve	1,284,516	0	1,938	19,000	0	0	0	1,303,516	1,286,453
Sewerage Reserve	389,246	0	911	65,200	0	0	0	454,446	390,157
Future Fund Grants (Interest) Reserve	230,280	0	539	21,200	0	(10,000)	0	241,480	230,819
Future Fund (Principal) Reserve	2,046,821	0	1,046	10,100	0	0	0	2,056,921	2,047,867
Unspent Loans Reserve	101,640	0	0	0	0	(101,640)	0	(0)	101,640
Legal Fees Reserve	36,661	0	86	10,420	0	0	0	47,081	36,747
Emergency Response Reserve	262,087	0	614	4,200	0	0	0	266,287	262,700
Aged Care Units 1-4 (JVA) Reserve	72,095	0	169	1,200	0	0	0	73,295	72,263
Unspent Loans Reserve	269,011	0	630	14,000	0	0	0	283,011	269,641
Swimming Pool Reserve	122,715	0	287	21,700	0	0	0	144,415	123,002
COVID-19 Emergency Response Reserve	43,149	0	0	0	0	0	0	43,149	43,149
Jones Lake Road Rehab Reserve	151,877	0	356	21,600	0	0	0	173,477	152,233
Morawa-Yalgoo Road Maintenance Reserve	147,708	0	0	0	0	(30,000)	0	117,708	147,708
Insurance Works Reserve	250,000	0	585	0	0	(175,000)	0	75,000	250,585
	<b>6,732,381</b>	<b>0</b>	<b>10,261</b>	<b>258,520</b>	<b>0</b>	<b>(316,640)</b>	<b>0</b>	<b>6,674,261</b>	<b>6,742,642</b>

	Note	Opening Balance 1 July 2023	Liability transferred from/(to) non current	Liability Increase	Liability Reduction	Closing Balance 30 Sep 2023
		\$		\$	\$	\$
<b>Other current liabilities</b>						
<b>Other liabilities</b>						
- Contract liabilities		274,221	0	0	0	274,221
<b>Total other liabilities</b>		274,221	0	0	0	274,221
<b>Provisions</b>						
Provision for annual leave		156,384	0	0	0	156,384
Provision for long service leave		157,547	0	0	0	157,547
<b>Total Provisions</b>		313,931	0	0	0	313,931
<b>Total other current liabilities</b>		<b>588,152</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>588,152</b>
<b>Amounts shown above include GST (where applicable)</b>						

#### KEY INFORMATION

##### Provisions

Provisions are recognised when the Shire has a present legal or constructive obligation, as a result of past events, for which it is probable that an outflow of economic benefits will result and 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.

##### Employee benefits

###### Short-term employee benefits

Provision is made for the Shire's obligations for short-term employee benefits. Short-term employee benefits are benefits (other than termination benefits) that are expected to be settled wholly before 12 months after the end of the annual reporting period in which the employees render the related service, including wages, salaries and sick leave. Short-term employee benefits are measured at the (undiscounted) amounts expected to be paid when the obligation is settled.

The Shire's obligations for short-term employee benefits such as wages, salaries and sick leave are recognised as a part of current trade and other payables in the calculation of net current assets.

###### Other long-term employee benefits

The Shire's obligations for employees' annual leave and long service leave entitlements are recognised as provisions in the statement of financial position.

Long-term employee benefits are measured at the present value of the expected future payments to be made to employees. Expected future payments incorporate anticipated future wage and salary levels, durations of service and employee departures and are discounted at rates determined by reference to market yields at the end of the reporting period on government bonds that have maturity dates that approximate the terms of the obligations. Any remeasurements for changes in assumptions of obligations for other long-term employee benefits are recognised in profit or loss in the periods in which the changes occur. The Shire's obligations for long-term employee benefits are presented as non-current provisions in its statement of financial position, except where the Shire does not have an unconditional right to defer settlement for at least 12 months after the end of the reporting period, in which case the obligations are presented as current provisions.

##### Contract liabilities

An entity's obligation to transfer goods or services to a customer for which the entity has received consideration (or the amount is due) from the customer. Grants to acquire or construct recognisable non-financial assets to identified specifications be constructed to be controlled by the Shire are recognised as a liability until such time as the Shire satisfies its obligations under the agreement.

Grants, subsidies and contributions revenue

Provider	Adopted Budget Revenue	Amended YTD Budget	Budget Variations	YTD Revenue Actual
	\$	\$	\$	\$
<b>Grants, contributions and subsidies</b>				
<b>General purpose funding</b>				
Grants- FAGS WALGGC - General	80,823	20,205	5,075	15,131
Grants- FAGS WALGGC - Local Roads	40,428	10,107	1,169	8,938
<b>Law, order, public safety</b>				
Grant - ESL BFB Operating Grant	21,590	5,397	2,650	2,747
Grant - YES Cadets	5,360	2,680	(2,680)	5,360
<b>Education and welfare</b>				
Grant - Youth Events	5,000	500	500	0
Other Income	2,000	498	498	0
<b>Community amenities</b>				
Grants Income	20,000	0	0	0
Drummuster Contribution	250	0	0	0
Grant Income	200,000	0	(200,000)	200,000
Community Benefit Contribution	20,000	5,000	5,000	0
Grant Income.	19,000	0	0	0
Event Income - Other Culture	1,000	249	249	0
<b>Recreation and culture</b>				
Grant Income - Arts & Culture Plan GEN	25,000	0	0	0
Grant - NAIDOC week	2,000	0	0	0
Australia Day Grant	2,000	498	498	0
<b>Transport</b>				
Grant - Main Roads - Direct	166,000	0	0	0
Street Light Subsidy	5,000	0	0	0
Maintenance Contribution -Silverlake - Morawa Yalgoo Road	100,000	0	0	0
Flood Damage Reimbursements	500,000	0	0	0
Road Maintenance Contribution	55,000	0	0	0
<b>Other property and services</b>				
Income related to Unclassified	1,000	249	249	0
<b>TOTALS</b>	<b>1,271,451</b>	<b>45,383</b>	<b>(186,793)</b>	<b>232,176</b>

Capital grants, subsidies and contributions revenue

Provider	Adopted Budget Revenue	Amended YTD Budget	Budget Variations	YTD Revenue Actual
	\$	\$	\$	\$
<b>Capital grants and subsidies</b>				
<b>Law, order, public safety</b>				
<b>Community amenities</b>				
Grants - LRCIP GEN	266,041	66,510	30,146	36,364
<b>Recreation and culture</b>				
Grant - LRCIP - Old Roads Board Building	258,340	64,584	21,562	43,022
Grant - Non Operating Contributions	500,000	0	(500,000)	500,000
<b>Transport</b>				
Grant - Regional Road Group - Road Projects	800,000	320,000	(80,903)	400,903
Grant - Roads to Recovery	400,000	0	0	0
Grant - WA Bicycle Network	37,325	14,930	7,465	7,465
MWSGF	1,000,000	0	0	0
Grant - Airstrip Upgrade	81,678	0	0	0
Grant - LRCIP - Tourism & Area Development. GEN	146,470	36,615	36,615	0
	<b>3,489,854</b>	<b>502,639</b>	<b>(485,114)</b>	<b>987,753</b>

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 30 SEPTEMBER 2023**

**NOTE 15  
TRUST FUND**

Funds held at balance date which are required by legislation to be credited to the trust fund and which are not included in the financial statements are as follows:

Description	Opening Balance 1 July 2023	Amount Received	Amount Paid	Closing Balance 30 Sep 2023
	\$	\$	\$	\$
Drug Action Group	660	0	0	<b>660</b>
Youth Fund Raising	865	0	0	<b>865</b>
BRB/BCITF	172	0	(172)	<b>0</b>
	<b>1,697</b>	<b>0</b>	<b>(172)</b>	<b>1,525</b>

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 30 SEPTEMBER 2023**

**EXPLANATION OF MATERIAL VARIANCES**

The material variance thresholds are adopted annually by Council as an indicator of whether the actual expenditure or revenue varies from the year to date Actual materially.

The material variance adopted by Council for the 2023-24 year is \$10,000 or 10.00% whichever is the greater.

Reporting Program	Var. \$	Var. %	Explanation of positive variances		Explanation of negative variances	
			Timing	Permanent	Timing	Permanent
<b>Revenue from operating activities</b>	\$	%				
General purpose funding - other	(37,340)	(47.23%)	▼			Ex-gratia rates not received in the current year, budgeted for September 23 and Grant commission Grant s tracking lower than budgeted.
Community amenities	204,449	39.26%	▲	The phasing for Department of Fire and Emergency Services Grant Income budget differs from actuals.		
Economic services	11,156	17.71%	▲			the phasing of various Governance expenditure budget differs from actuals.
Other property and services	15,799	71.43%	▲	Income from Private Work tracking higher than budgeted.		
<b>Expenditure from operating activities</b>						
Health	28,256	58.99%	▲	The phasing of various Other Health expenditure budget differs from actuals and the fact depreciation has not been run also has an impact.		
Education and welfare	19,841	33.21%	▲	The phasing of various Other Welfare expenditure budget differs from actuals and the fact depreciation has not been run also has an impact.		
Housing	25,032	37.15%	▲	The phasing of various all Housing expenditure is tracking lower than budgeted and the fact depreciation has not been run has an impact.		
Community amenities	53,875	30.70%	▲	The phasing of various Community Amenities expenditure with the exception of Sanitation Other are tracking lower the budgeted the fact depreciation has not been run has an impact.		
Recreation and culture	154,843	37.90%	▲	The phasing of all Recreation and culture programmes are tracking lower than budgeted the fact depreciation has not been run also has an impact.		
Transport	373,461	52.20%	▲	The phasing of all Transport expenditure is tracking lower than budgeted with the exception of Transport licensing the fact depreciation has not been run has an impact.		
Other property and services	(99,050)	(82.89%)	▼			The phasing of Public work overhead expenditure and Fuel & oil budget tracking higher than budget. Other property and services are tracking positively due to phasing and depreciation not being run.
<b>Investing activities</b>						
Proceeds from Capital grants, subsidies and contributions	485,114	96.51%	▲	Proceeds from Capital grants, subsidies and contributions receivable are tracking higher than budgeted due phasing.		
Payments for Infrastructure	71,300	23.15%	▲	Proceeds from Capital grants, subsidies and contributions receivable are tracking higher than budgeted due to phasing phasing.		
Payments for property, plant and equipment	151,515	50.59%	▲	Payments for property, plant and equipment are tracking higher than budgeted due to phasing.		
<b>Financing activities</b>						
Transfer to reserves	11,855	53.60%	▲			Transfer to reserves general occur at the end of the year.

# Shire of Morawa

## SCHEDULE 02 - GENERAL FUND SUMMARY Financial Statement for Period Ended 30 September 2023

	2023-24 Adopted Budget		2023-24 YTD Budget		2023-24 YTD Actuals	
	Income	Expense	Income	Expense	Income	Expense
	\$	\$	\$	\$	\$	\$
<b>OPERATING</b>						
General Purpose Funding	3,197,904	316,323	2,968,505	78,825	2,933,449	93,185
Governance	525	545,801	129	140,290	657	150,539
Law, Order, Public Safety	32,950	174,139	8,410	30,300	9,032	31,816
Health	9,050	196,663	2,261	47,897	1,476	19,641
Education & Welfare	10,500	225,990	1,871	59,751	400	39,910
Housing	96,000	247,717	23,856	67,384	21,900	42,352
Community Amenities	1,033,871	916,604	587,300	175,475	761,602	121,600
Recreation & Culture	851,840	1,515,770	69,624	408,516	547,032	253,673
Transport	3,509,630	3,317,171	424,022	715,391	499,986	341,930
Economic Services	398,570	732,708	99,615	186,765	74,156	173,587
Other Property & Services	88,500	201,724	22,117	119,499	37,918	218,551
<b>TOTAL - OPERATING</b>	<b>9,229,340</b>	<b>8,390,610</b>	<b>4,207,710</b>	<b>2,030,093</b>	<b>4,887,609</b>	<b>1,486,784</b>
<b>CAPITAL</b>						
General Purpose Funding	0	10,420	0	105	0	86
Governance	0	0	0	0	0	0
Law, Order, Public Safety	0	0	0	0	0	886
Health	0	0	0	0	0	0
Education & Welfare	0	0	0	0	0	112
Housing	0	100,989	0	22,743	0	2,868
Community Amenities	0	213,657	0	47,940	0	84,624
Recreation & Culture	101,640	1,177,455	0	233,371	0	61,695
Transport	30,000	3,641,706	0	206,092	0	103,152
Economic Services	10,000	202,657	0	126,837	0	143,490
Other Property & Services	175,000	160,400	0	2,598	0	4,135
<b>TOTAL - CAPITAL</b>	<b>316,640</b>	<b>5,507,284</b>	<b>0</b>	<b>639,686</b>	<b>0</b>	<b>401,046</b>
	<b>9,545,980</b>	<b>13,897,894</b>	<b>4,207,710</b>	<b>2,669,779</b>	<b>4,887,609</b>	<b>1,887,831</b>
Less Depreciation Written Back		(2,150,541)		(537,615)		0
Less Profit/Loss Written Back	(10,427)	0	(1,042)	0	0	0
Less Movement in Leave Reserve		(3,800)		(3,800)		(562)
Plus Proceeds from Sale of Assets	73,000		0		0	
<b>TOTAL REVENUE &amp; EXPENDITURE</b>	<b>9,608,553</b>	<b>11,743,553</b>	<b>4,206,668</b>	<b>2,128,364</b>	<b>4,887,609</b>	<b>1,887,269</b>
Surplus/Deficit July 1st B/Fwd	2,135,000		2,481,613		2,481,613	
	<b>11,743,553</b>	<b>11,743,553</b>	<b>6,688,281</b>	<b>2,128,364</b>	<b>7,369,223</b>	<b>1,887,269</b>
Surplus/Deficit C/Fwd		0		4,559,917		5,481,954
	<b>11,743,553</b>	<b>11,743,553</b>	<b>6,688,281</b>	<b>6,688,281</b>	<b>7,369,223</b>	<b>7,369,223</b>

# Shire of Morawa

## SCHEDULE 03 - GENERAL PURPOSE FUNDING Financial Statement for Period Ended 30 September 2023

PROGRAMME SUMMARY	2023-24 Adopted Budget		2023-24 YTD Budget		2023-24 YTD Actuals	
	Income	Expense	Income	Expense	Income	Expense
	\$	\$	\$	\$	\$	\$
<b><u>OPERATING EXPENDITURE</u></b>						
Rates		257,510		64,125		73,139
Other General Purpose Funding		58,813		14,700		20,046
<b><u>OPERATING REVENUE</u></b>						
Rates	2,970,133		2,911,565		2,884,563	
Other General Purpose Funding	227,771		56,940		48,887	
<b>SUB-TOTAL</b>	<b>3,197,904</b>	<b>316,323</b>	<b>2,968,505</b>	<b>78,825</b>	<b>2,933,449</b>	<b>93,185</b>
<b><u>CAPITAL EXPENDITURE</u></b>						
Rates		0		0		0
Other General Purpose Funding		10,420		105		86
<b><u>CAPITAL REVENUE</u></b>						
Rates	0		0		0	
Other General Purpose Funding	0		0		0	
<b>SUB-TOTAL</b>	<b>0</b>	<b>10,420</b>	<b>0</b>	<b>105</b>	<b>0</b>	<b>86</b>
<b>TOTAL -</b>	<b>3,197,904</b>	<b>326,743</b>	<b>2,968,505</b>	<b>78,930</b>	<b>2,933,449</b>	<b>93,271</b>



**Shire of Morawa**  
**SCHEDULE 04 - GOVERNANCE**  
**Financial Statement for Period Ended**  
**30 September 2023**

<b>PROGRAMME SUMMARY</b>	<b>2023-24 Adopted Budget</b>		<b>2023-24 YTD Budget</b>		<b>2023-24 YTD Actuals</b>	
	<b>Income</b>	<b>Expense</b>	<b>Income</b>	<b>Expense</b>	<b>Income</b>	<b>Expense</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b><u>OPERATING EXPENDITURE</u></b>						
Members of Council		452,801		132,922		150,539
Governance General		93,000		7,368		0
<b><u>OPERATING REVENUE</u></b>						
Members of Council	25		6		27	
Governance General	500		123		630	
<b>SUB-TOTAL</b>	<b>525</b>	<b>545,801</b>	<b>129</b>	<b>140,290</b>	<b>657</b>	<b>150,539</b>
<b><u>CAPITAL EXPENDITURE</u></b>						
Members of Council		0		0		0
Governance General		0		0		0
<b><u>CAPITAL REVENUE</u></b>						
Members of Council	0		0		0	
Governance General	0		0		0	
<b>SUB-TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL - PROGRAMME SUMMARY</b>	<b>525</b>	<b>545,801</b>	<b>129</b>	<b>140,290</b>	<b>657</b>	<b>150,539</b>

**Shire of Morawa**  
**SCHEDULE 05 - LAW, ORDER & PUBLIC SAFETY**  
**Financial Statement for Period Ended**  
**30 September 2023**

<b>PROGRAMME SUMMARY</b>	<b>2023-24</b>		<b>2023-24</b>		<b>2023-24</b>	
	<b>Adopted Budget</b>		<b>YTD Budget</b>		<b>YTD Actuals</b>	
	<b>Income</b>	<b>Expense</b>	<b>Income</b>	<b>Expense</b>	<b>Income</b>	<b>Expense</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b><u>OPERATING EXPENDITURE</u></b>						
Fire Prevention		115,213		15,579		17,132
Animal Control		54,749		13,680		14,450
Other Law, Order & Public Safety		4,177		1,041		234
<b><u>OPERATING REVENUE</u></b>						
Fire Prevention	30,950		8,077		8,107	
Animal Control	2,000		333		925	
Other Law, Order & Public Safety	0		0		0	
<b>SUB-TOTAL</b>	<b>32,950</b>	<b>174,139</b>	<b>8,410</b>	<b>30,300</b>	<b>9,032</b>	<b>31,816</b>
<b><u>CAPITAL EXPENDITURE</u></b>						
Fire Prevention		0		0		886
Animal Control		0		0		0
Other Law, Order & Public Safety		0		0		0
<b><u>CAPITAL REVENUE</u></b>						
Fire Prevention	0		0		0	
Animal Control	0		0		0	
Other Law, Order & Public Safety	0		0		0	
<b>SUB-TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>886</b>
<b>TOTAL - PROGRAMME SUMMARY</b>	<b>32,950</b>	<b>174,139</b>	<b>8,410</b>	<b>30,300</b>	<b>9,032</b>	<b>32,702</b>

**Shire of Morawa**  
**SCHEDULE 07 - HEALTH**  
**Financial Statement for Period Ended**  
**30 September 2023**

<b>PROGRAMME SUMMARY</b>	<b>2023-24</b>		<b>2023-24</b>		<b>2023-24</b>	
	<b>Adopted Budget</b>		<b>YTD Budget</b>		<b>YTD Actuals</b>	
	<b>Income</b>	<b>Expense</b>	<b>Income</b>	<b>Expense</b>	<b>Income</b>	<b>Expense</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>OPERATING EXPENDITURE</b>						
Preventative Services - Meat Inspection		350		87		0
Preventative Services - Inspections & Admin		41,738		10,431		5,062
Preventative Services - Pest Control		6,361		1,017		1,165
Other Health		148,214		36,362		13,415
<b>OPERATING REVENUE</b>						
Preventative Services - Meat Inspection	350		87		0	
Preventative Services - Inspections & Admin	700		174		291	
Preventative Services - Pest Control	0		0		0	
Other Health	8,000		2,000		1,186	
<b>SUB-TOTAL</b>	<b>9,050</b>	<b>196,663</b>	<b>2,261</b>	<b>47,897</b>	<b>1,476</b>	<b>19,641</b>
<b>CAPITAL EXPENDITURE</b>						
Preventative Services - Meat Inspection		0		0		0
Preventative Services - Inspections & Admin		0		0		0
Preventative Services - Pest Control		0		0		0
Other Health		0		0		0
<b>CAPITAL REVENUE</b>						
Preventative Services - Meat Inspection	0		0		0	
Preventative Services - Inspections & Admin	0		0		0	
Preventative Services - Pest Control	0		0		0	
Other Health	0		0		0	
<b>SUB-TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL - PROGRAMME SUMMARY</b>	<b>9,050</b>	<b>196,663</b>	<b>2,261</b>	<b>47,897</b>	<b>1,476</b>	<b>19,641</b>

**Shire of Morawa**  
**SCHEDULE 08 - EDUCATION & WELFARE**  
**Financial Statement for Period Ended**  
**30 September 2023**

<b>PROGRAMME SUMMARY</b>	<b>2023-24</b>		<b>2023-24</b>		<b>2023-24</b>	
	<b>Adopted Budget</b>		<b>YTD Budget</b>		<b>YTD Actuals</b>	
	<b>Income</b>	<b>Expense</b>	<b>Income</b>	<b>Expense</b>	<b>Income</b>	<b>Expense</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b><u>OPERATING EXPENDITURE</u></b>						
Other Education		6,731		2,930		2,276
Care of Families & Children		60,516		15,117		12,417
Other Welfare		158,743		41,704		25,217
<b><u>OPERATING REVENUE</u></b>						
Other Education	0		0		0	
Care of Families & Children	3,500		873		400	
Other Welfare	7,000		998		0	
<b>SUB-TOTAL</b>	<b>10,500</b>	<b>225,990</b>	<b>1,871</b>	<b>59,751</b>	<b>400</b>	<b>39,910</b>
<b><u>CAPITAL EXPENDITURE</u></b>						
Other Education		0		0		0
Care of Families & Children		0		0		112
Other Welfare		0		0		0
<b><u>CAPITAL REVENUE</u></b>						
Other Education	0		0		0	
Care of Families & Children	0		0		0	
Other Welfare	0		0		0	
<b>SUB-TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>112</b>
<b>TOTAL - PROGRAMME SUMMARY</b>	<b>10,500</b>	<b>225,990</b>	<b>1,871</b>	<b>59,751</b>	<b>400</b>	<b>40,022</b>

**Shire of Morawa**  
**SCHEDULE 09 - HOUSING**  
**Financial Statement for Period Ended**  
**30 September 2023**

<b>PROGRAMME SUMMARY</b>	<b>2023-24</b>		<b>2023-24</b>		<b>2023-24</b>	
	<b>Adopted Budget</b>		<b>YTD Budget</b>		<b>YTD Actuals</b>	
	<b>Income</b>	<b>Expense</b>	<b>Income</b>	<b>Expense</b>	<b>Income</b>	<b>Expense</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b><u>OPERATING EXPENDITURE</u></b>						
Staff Housing		94,361		26,176		20,409
Other Housing		96,856		25,687		17,664
Aged Housing		56,500		15,521		4,279
<b><u>OPERATING REVENUE</u></b>						
Staff Housing	11,000		2,745		4,387	
Other Housing	17,000		4,122		5,030	
Aged Housing	68,000		16,989		12,483	
<b>SUB-TOTAL</b>	<b>96,000</b>	<b>247,717</b>	<b>23,856</b>	<b>67,384</b>	<b>21,900</b>	<b>42,352</b>
<b><u>CAPITAL EXPENDITURE</u></b>						
Staff Housing		85,789		21,444		2,069
Other Housing		0		0		0
Aged Housing		15,200		1,299		799
<b><u>CAPITAL REVENUE</u></b>						
Staff Housing	0		0		0	
Other Housing	0		0		0	
Aged Housing	0		0		0	
<b>SUB-TOTAL</b>	<b>0</b>	<b>100,989</b>	<b>0</b>	<b>22,743</b>	<b>0</b>	<b>2,868</b>
<b>TOTAL - PROGRAMME SUMMARY</b>	<b>96,000</b>	<b>348,706</b>	<b>23,856</b>	<b>90,127</b>	<b>21,900</b>	<b>45,219</b>

**Shire of Morawa**  
**SCHEDULE 10 - COMMUNITY AMENITIES**  
**Financial Statement for Period Ended**  
**30 September 2023**

<b>PROGRAMME SUMMARY</b>	<b>2023-24</b>		<b>2023-24</b>		<b>2023-24</b>	
	<b>Adopted Budget</b>		<b>YTD Budget</b>		<b>YTD Actuals</b>	
	<b>Income</b>	<b>Expense</b>	<b>Income</b>	<b>Expense</b>	<b>Income</b>	<b>Expense</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b><u>OPERATING EXPENDITURE</u></b>						
Sanitation - Household Refuse		270,178		67,644		43,486
Sanitation - Other		301,489		18,990		18,861
Sewerage		130,056		34,703		12,577
Urban Stormwater Drainage		9,500		2,370		0
Town Planning & Regional Development		70,329		17,577		19,210
Other Community Amenities		135,052		34,191		27,466
<b><u>OPERATING REVENUE</u></b>						
Sanitation - Household Refuse	136,176		135,048		134,676	
Sanitation - Other	289,370		88,819		299,072	
Sewerage	290,482		288,980		288,480	
Town Planning & Regional Development	7,500		1,875		987	
Other Community Amenities	310,343		72,578		38,387	
<b>SUB-TOTAL</b>	<b>1,033,871</b>	<b>916,604</b>	<b>587,300</b>	<b>175,475</b>	<b>761,602</b>	<b>121,600</b>
<b><u>CAPITAL EXPENDITURE</u></b>						
Sanitation - Household Refuse		21,600		399		356
Sewerage		95,200		8,799		911
Urban Stormwater Drainage		0		0		0
Other Community Amenities		96,857		38,742		83,357
<b><u>CAPITAL REVENUE</u></b>						
<b>SUB-TOTAL</b>	<b>0</b>	<b>213,657</b>	<b>0</b>	<b>47,940</b>	<b>0</b>	<b>84,624</b>
<b>TOTAL - PROGRAMME SUMMARY</b>	<b>1,033,871</b>	<b>1,130,261</b>	<b>587,300</b>	<b>223,415</b>	<b>761,602</b>	<b>206,223</b>

**Shire of Morawa**  
**SCHEDULE 11 - RECREATION & CULTURE**  
**Financial Statement for Period Ended**  
**30 September 2023**

PROGRAMME SUMMARY	2023-24 Adopted Budget		2023-24 YTD Budget		2023-24 YTD Actuals	
	Income	Expense	Income	Expense	Income	Expense
	\$	\$	\$	\$	\$	\$
<b><u>OPERATING EXPENDITURE</u></b>						
Public Halls and Civic Centres		169,776		49,353		22,900
Swimming Areas & Beaches		332,361		89,386		46,259
Other Recreation and Sport		845,265		226,960		151,344
TV and Radio Re-broadcasting		2,000		498		0
Libraries		26,104		6,522		6,987
Other Culture		140,264		35,797		26,182
<b><u>OPERATING REVENUE</u></b>						
Public Halls and Civic Centres	259,840		64,959		44,467	
Swimming Areas & Beaches	20,000		249		0	
Other Recreation and Sport	541,800		3,621		502,565	
TV and Radio Re-broadcasting	0		0		0	
Libraries	200		48		0	
Other Culture	30,000		747		0	
<b>SUB-TOTAL</b>	<b>851,840</b>	<b>1,515,770</b>	<b>69,624</b>	<b>408,516</b>	<b>547,032</b>	<b>253,673</b>
<b><u>CAPITAL EXPENDITURE</u></b>						
Public Halls and Civic Centres		221,430		110,709		0
Swimming Areas & Beaches		21,700		423		287
Other Recreation and Sport		926,325		116,239		57,368
TV and Radio Re-broadcasting		0		0		0
Libraries		0		0		0
Other Culture		8,000		6,000		4,040
<b><u>CAPITAL REVENUE</u></b>						
Public Halls and Civic Centres	0		0		0	
Swimming Areas & Beaches	0		0		0	
Other Recreation and Sport	101,640		0		0	
TV and Radio Re-broadcasting	0		0		0	
Libraries	0		0		0	
Other Culture	0		0		0	
<b>SUB-TOTAL</b>	<b>101,640</b>	<b>1,177,455</b>	<b>0</b>	<b>233,371</b>	<b>0</b>	<b>61,695</b>
<b>TOTAL - PROGRAMME SUMMARY</b>	<b>953,480</b>	<b>2,693,225</b>	<b>69,624</b>	<b>641,887</b>	<b>547,032</b>	<b>315,368</b>

**Shire of Morawa**  
**SCHEDULE 12 - TRANSPORT**  
**Financial Statement for Period Ended**  
**30 September 2023**

<b>PROGRAMME SUMMARY</b>	<b>2023-24</b>		<b>2023-24</b>		<b>2023-24</b>	
	<b>Adopted Budget</b>		<b>YTD Budget</b>		<b>YTD Actuals</b>	
	<b>Income</b>	<b>Expense</b>	<b>Income</b>	<b>Expense</b>	<b>Income</b>	<b>Expense</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b><u>OPERATING EXPENDITURE</u></b>						
Construction Roads, Bridges and Depots		0		0		0
Maintenance Roads, Bridges and Depots		2,862,628		599,144		222,396
Plant Purchases		12,092		3,021		2,470
Transport Licensing		355,313		88,326		109,212
Aerodromes		87,138		24,900		7,853
<b><u>OPERATING REVENUE</u></b>						
Construction Roads, Bridges and Depots	2,237,325		334,930		408,368	
Maintenance Roads, Bridges and Depots	826,000		0		0	
Plant Purchases	10,427		1,042		0	
Transport Licensing	354,200		88,050		91,618	
Aerodromes	81,678		0		0	
<b>SUB-TOTAL</b>	<b>3,509,630</b>	<b>3,317,171</b>	<b>424,022</b>	<b>715,391</b>	<b>499,986</b>	<b>341,930</b>
<b><u>CAPITAL EXPENDITURE</u></b>						
Construction Roads, Bridges and Depots		2,958,850		71,044		101,760
Maintenance Roads, Bridges and Depots		0		0		0
Plant Purchases		519,500		53,373		1,392
Aerodromes		163,356		81,675		0
<b><u>CAPITAL REVENUE</u></b>						
Construction Roads, Bridges and Depots	0		0		0	
Maintenance Roads, Bridges and Depots	30,000		0		0	
Plant Purchases	0		0		0	
Aerodromes	0		0		0	
<b>SUB-TOTAL</b>	<b>30,000</b>	<b>3,641,706</b>	<b>0</b>	<b>206,092</b>	<b>0</b>	<b>103,152</b>
<b>TOTAL - PROGRAMME SUMMARY</b>	<b>3,539,630</b>	<b>6,958,877</b>	<b>424,022</b>	<b>921,483</b>	<b>499,986</b>	<b>445,082</b>



**Shire of Morawa**  
**SCHEDULE 13 - ECONOMIC SERVICES**  
**Financial Statement for Period Ended**  
**30 September 2023**

<b>PROGRAMME SUMMARY</b>	<b>2023-24</b>		<b>2023-24</b>		<b>2023-24</b>	
	<b>Adopted Budget</b>		<b>YTD Budget</b>		<b>YTD Actuals</b>	
	<b>Income</b>	<b>Expense</b>	<b>Income</b>	<b>Expense</b>	<b>Income</b>	<b>Expense</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b><u>OPERATING EXPENDITURE</u></b>						
Rural Services		18,401		4,590		3,522
Tourism & Area Promotion		357,699		91,912		94,893
Building Control		48,427		12,102		14,031
Other Economic Services		61,529		15,375		9,389
Economic Development		246,652		62,786		51,752
<b><u>OPERATING REVENUE</u></b>						
Tourism & Area Promotion	343,470		85,857		58,878	
Building Control	8,500		2,121		1,141	
Other Economic Services	25,000		6,249		2,559	
Economic Development	21,600		5,388		11,578	
<b>SUB-TOTAL</b>	<b>398,570</b>	<b>732,708</b>	<b>99,615</b>	<b>186,765</b>	<b>74,156</b>	<b>173,587</b>
<b><u>CAPITAL EXPENDITURE</u></b>						
Tourism & Area Promotion		152,357		114,267		139,968
Economic Development		50,300		12,570		3,523
<b><u>CAPITAL REVENUE</u></b>						
Economic Development	10,000		0		0	
<b>SUB-TOTAL</b>	<b>10,000</b>	<b>202,657</b>	<b>0</b>	<b>126,837</b>	<b>0</b>	<b>143,490</b>
<b>TOTAL - PROGRAMME SUMMARY</b>	<b>408,570</b>	<b>935,365</b>	<b>99,615</b>	<b>313,602</b>	<b>74,156</b>	<b>317,078</b>

**Shire of Morawa**  
**SCHEDULE 14 - OTHER PROPERTY & SERVICES**  
**Financial Statement for Period Ended**  
**30 September 2023**

<b>PROGRAMME SUMMARY</b>	<b>2023-24</b>		<b>2023-24</b>		<b>2023-24</b>	
	<b>Adopted Budget</b>		<b>YTD Budget</b>		<b>YTD Actuals</b>	
	<b>Income</b>	<b>Expense</b>	<b>Income</b>	<b>Expense</b>	<b>Income</b>	<b>Expense</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b><u>OPERATING EXPENDITURE</u></b>						
Private Works		26,724		6,675		1,295
Public Works Overheads		0		(11,718)		144,123
Plant Operation Costs		0		9,417		127,550
Stock, Fuels and Oils		0		0		(54,417)
Administration		0		27,625		0
Unclassified		175,000		87,500		0
<b><u>OPERATING REVENUE</u></b>						
Private Works	35,000		8,748		23,673	
Public Works Overheads	1,000		250		0	
Plant Operation Costs	38,000		9,498		13,832	
Stock, Fuels and Oils	1,500		375		165	
Administration	12,000		2,997		198	
Unclassified	1,000		249		51	
<b>SUB-TOTAL</b>	<b>88,500</b>	<b>201,724</b>	<b>22,117</b>	<b>119,499</b>	<b>37,918</b>	<b>218,551</b>
<b><u>CAPITAL EXPENDITURE</u></b>						
Administration		160,400		2,598		3,549
<b><u>CAPITAL REVENUE</u></b>						
Administration	0		0		0	
<b>SUB-TOTAL</b>	<b>175,000</b>	<b>160,400</b>	<b>0</b>	<b>2,598</b>	<b>0</b>	<b>4,135</b>
<b>TOTAL - PROGRAMME SUMMARY</b>	<b>263,500</b>	<b>362,124</b>	<b>22,117</b>	<b>122,097</b>	<b>37,918</b>	<b>222,686</b>

**Shire of Morawa**  
**Bank Reconciliation Report**  
For Period Ending 30 September 2023

	Municipal Account	Municipal Online Saver	Trust Account	Reserve Account	Term Deposits - Reserves
<b>Balance as per Bank Statement</b>	4,239,842.96	544,455.99	1,525.11	4,642,641.95	2,100,000.00
<b>Balance as per General Ledger</b>	4,273,904.23	544,455.99	1,525.11	4,642,641.95	2,100,000.00
<b>Unpresented Payments</b>					
Unpresented Payments	-250.00				
Muni to Reserve					
Unpresented Payments					
Transfer BCITF from Trust					
<b>Outstanding Deposits</b>					
Unallocated Bank Deposits					
Outstanding Deposits	34,311.27				
	4,273,904.23	544,455.99	1,525.11	4,642,641.95	2,100,000.00
<b>Difference</b>	0.00	0.00	0.00	0.00	0.00

**Shire of Morawa**  
**List of Payments Report**  
For Period Ending 30 September 2023

Chq/EFT	Date	Name	Description	Amount	Bank
EFT17085	07/09/2023	Karen Jeanette Chappel	Member Sitting Fees & President Allowance - Jul - Sep 2023	8,457.00	1
EFT17086	07/09/2023	Shirley Denise Katona	Member Sitting Fees - Jul - Sep 2023	2,050.00	1
EFT17087	07/09/2023	Department of Fire & Emergency Services	2023/24 ESLB Quarter 1 Contribution	16,447.50	1
EFT17088	07/09/2023	Hersey's Safety Pty Ltd	Protective Clothing	1,162.60	1
EFT17089	07/09/2023	Kats Rural	Various Sundry Items/Parts, New Keys Cut, Garden Mix Seedlings & Tools, Laundry & Bathroom fittings: Caravan Park, Shire Storage Unit & Housing, Depot, Swimming Pool, Shire Parks & Gardens.	2,213.48	1
EFT17090	07/09/2023	Think Water Geraldton	Reticulation parts for Caravan Park, Oval & Recreation Park.	2,196.10	1
EFT17091	07/09/2023	Canine Control	Ranger Services - Aug 23	2,108.94	1
EFT17092	07/09/2023	Geraldton Mower & Repairs Specialists	Sundry parts for minor equipment - Depot	1,648.00	1
EFT17093	07/09/2023	Logo Appointments WA	Contract Services - Aug - Sep 2023	3,852.20	1
EFT17094	07/09/2023	Aerodrome Management Services Pty Ltd	Consultant Services Jun - Aug 23	4,376.63	1
EFT17095	07/09/2023	Kenneth Peter Stokes	Member Sitting Fees & Deputy President Allowance - Jul - Sep 2023	3,139.25	1
EFT17096	07/09/2023	Coates Hire	Hire of 2 Multi Tyre Adjustable Balance Rollers	1,223.09	1
EFT17097	07/09/2023	Herrings Coastal Plumbing & Gas	Replace of solar hot water system - 20 Barnes St	7,494.77	1
EFT17098	07/09/2023	Jane Coaker	Member Sitting Fees - Jul - Sep 2023	2,050.00	1
EFT17099	07/09/2023	Yvette A Harris	Member Sitting Fees - Jul - Sep 2023	2,050.00	1
EFT17100	07/09/2023	AFGRI Equipment	Sensor wiring harness fitted on John Deere Grader	942.90	1
EFT17101	07/09/2023	Walter George Anderson	Refund of Bond & Rent	1,778.87	1
EFT17102	07/09/2023	Iknoyx Medical Services Pty Ltd	Pre employment Medical	610.00	1
EFT17103	07/09/2023	Modus Australia (Landmark Engineering & Design Pty Ltd)	Installation of Disability Toilet Building - Caravan Park	103,726.70	1
EFT17104	07/09/2023	J & M Asphalt	Supply and lay approx 1350sqm @30mm - Access to Cemetery Carpark	51,615.30	1
EFT17105	07/09/2023	Gerry Canavan	Gym Toggle Reimbursement	30.00	1
EFT17106	07/09/2023	Debbie Collins	Member Sitting Fees - Jul - Sep 2023	2,050.00	1
EFT17107	07/09/2023	Winc	Meter Read 21 August 2023	1,414.57	1
EFT17108	07/09/2023	Mark Coaker	Member Sitting Fees - Jul - Sep 2023	2,050.00	1

**Shire of Morawa**  
**List of Payments Report**  
For Period Ending 30 September 2023

Chq/EFT	Date	Name	Description	Amount	Bank
EFT17109	07/09/2023	Seek	Job Ad - Plant Operator	346.50	1
EFT17110	15/09/2023	Ript Security Shredding	Archive documents August 2023	104.50	1
EFT17111	15/09/2023	Morawa Drapery Store	Protective Clothing	337.95	1
EFT17112	15/09/2023	IT Vision Australia Pty Ltd	2 new user license for SynergySoft	3,651.52	1
EFT17113	15/09/2023	Landgate	Certificate titles - Aug 2023	226.50	1
EFT17114	15/09/2023	McDonalds Wholesalers	Coffee & Milk for Caravan park	327.15	1
EFT17115	15/09/2023	Refuel Australia	Fuel Card Transaction, 20kg Mobile Grease & Ad Blue	1,129.34	1
EFT17116	15/09/2023	Canine Control	Ranger Services - Sep 2023	2,108.94	1
EFT17117	15/09/2023	GH Country Courier	Freight - Double Mattress & Ensemble Base & Oven	365.64	1
EFT17118	15/09/2023	Quantum Surveys Pty Ltd	Topographic Survey Waste Facility	3,630.00	1
EFT17119	15/09/2023	Winchester Industries	Sand for Cemetery	3,004.65	1
EFT17120	15/09/2023	Geraldton Lock and Key Specialists	Shire facilities	8,879.23	1
EFT17121	15/09/2023	Greenfield Technical Services	15% progress Invoice Blackspot Funding Evaside Rd	3,093.75	1
EFT17122	15/09/2023	Frank Gilmour	General pest spray at Industrial units	1,605.00	1
EFT17123	15/09/2023	Left of Centre Concepts & Events Pty Ltd	Project Management Jubilee Park	2,846.25	1
EFT17124	15/09/2023	Logo Appointments WA	Contract services - Sept 2023	7,415.49	1
EFT17125	15/09/2023	Officeworks	Ergonomic office chair	818.95	1
EFT17126	15/09/2023	Prime Media Group	Tourism Airtime - Aug 2023	2,750.00	1
EFT17127	15/09/2023	Talis Consultants Pty Ltd	Consultancy services period ending 31 Aug 2023	654.50	1
EFT17128	15/09/2023	Batavia Furniture & Bedding	Mattress & Ensemble - Staff Housing	1,249.00	1
EFT17129	15/09/2023	Infinitum Technologies Pty Ltd	IT Services Support	10,925.09	1
EFT17130	15/09/2023	Avon Waste	Waste Services - Aug 2023	8,223.75	1
EFT17131	15/09/2023	Pat's Mobile Mechanical	Service & Repair Truck, Roller Repair & Service John Deere Backhoe.	3,664.33	1
EFT17132	15/09/2023	Breeze Connect Pty Ltd	Office telephone lines 01 Aug to 31 Aug 2023	232.00	1
EFT17133	15/09/2023	Little West Wood	Postage - Aug 2023	683.43	1
EFT17134	15/09/2023	Bob Waddell Consultant	Monthly financial statements	1,938.75	1
EFT17135	15/09/2023	AFGRI Equipment	Parts - Grader	2,317.17	1
EFT17136	15/09/2023	Resonline Pty Ltd	Monthly Fee August 2023	134.31	1
EFT17137	15/09/2023	Gabriel Wani	Refund Housing Bond	1,000.00	1
EFT17138	15/09/2023	Cleanpak Total Solutions	Cleaning Products - Caravan Park	52.65	1

## Shire of Morawa

### List of Payments Report

For Period Ending 30 September 2023

Chq/EFT	Date	Name	Description	Amount	Bank
EFT17139	15/09/2023	Jill Cameron and Associates	First Payment Business Case Morawa ECEC	6,600.00	1
EFT17140	15/09/2023	LG Best Practices Pty Ltd	Rates Service - Aug 2023	1,320.00	1
EFT17141	15/09/2023	Mohammad Mohammadi	Refund Housing Bond	500.00	1
EFT17142	15/09/2023	Iknoyx Medical Services Pty Ltd	Clinical Collections - Waste Disposals	1,245.02	1
EFT17143	15/09/2023	Norwest Building Group	1st Installment Engineer Drawings - Job B44369 Netball Courts - Shed Replacement	2,000.00	1
EFT17144	15/09/2023	Katherine Smith	Reimburse Conference Accomodation	475.20	1
EFT17145	15/09/2023	Lisa Smith	Kmart reimbursement Cutlery - Town Hall	185.50	1
EFT17146	15/09/2023	Founder Enterprises T/as Fortus Group	Parts for John Deere Grader	734.80	1
EFT17147	15/09/2023	Wallace Plumbing and Gas	Plumbing maintenance - 24 Barnes St & Caravan Park	6,989.61	1
EFT17148	15/09/2023	Promotional Exposure	Comedy Workshop Balance - Community Event	1,375.00	1
EFT17149	15/09/2023	Yasmine Organ	Reimburse Bond for Gym toggle	30.00	1
EFT17150	20/09/2023	Australian Services Union	Payroll Deductions/Contributions	106.00	1
EFT17151	20/09/2023	Department of Human Services	Payroll Deductions/Contributions	729.74	1
EFT17152	21/09/2023	Chris Collins	Piano Tuning - Town Hall	250.00	1
EFT17153	21/09/2023	Laurence Carslake	Refund Bond & overcharge on equipment hire	1,464.00	1
EFT17154	21/09/2023	Canine Control	Ranger Services - 11 Sept 2023	1,054.47	1
EFT17155	21/09/2023	Cramer & Neill	Air Conditioning Maintenance - Administration Office	11,612.98	1
EFT17156	21/09/2023	Geraldton Lock and Key Specialists	New System Keys	454.60	1
EFT17157	21/09/2023	RJ & LJ King	Grader Tyre Repair	324.50	1
EFT17158	21/09/2023	Infinitum Technologies Pty Ltd	IT Services Support	429.00	1
EFT17159	21/09/2023	Element Advisory Pty Ltd	2 x Information Sheets Caravan Park & Solomon Tce Master Plan	3,520.00	1
EFT17160	21/09/2023	Pat's Mobile Mechanical	Maintenance on Iveco Tip Truck	1,448.26	1
EFT17161	21/09/2023	Team Global Express	Freight Charge to Morawa	78.06	1
EFT17162	21/09/2023	Bob Waddell Consultant	Monthly financial statements	82.50	1
EFT17163	21/09/2023	Cohesis Pty Ltd	Provision of ICT Service	2,200.00	1
EFT17164	21/09/2023	Jill Cameron and Associates	2nd Instalment Business Case MECEC	6,600.00	1
EFT17165	21/09/2023	Winc	Administration Stationery items	244.23	1
EFT17166	29/09/2023	North Midlands Electrical	Air Conditioning unit - 7 White Ave	5,491.79	1
EFT17167	29/09/2023	Morawa Drapery Store	Protective Clothing	610.75	1
EFT17168	29/09/2023	Nutrien Ag Solutions	Farm Gate, Hinge, Cement	1,149.08	1

## Shire of Morawa

### List of Payments Report

For Period Ending 30 September 2023

Chq/EFT	Date	Name	Description	Amount	Bank
EFT17169	29/09/2023	Choices Flooring Geraldton	Supply & Install Depot Flooring	3,250.00	1
EFT17170	29/09/2023	IT Vision Australia Pty Ltd	Play Account Monthly Fee September 2023	275.00	1
EFT17171	29/09/2023	Refuel Australia	11500L Diesel @ \$2.1613	24,854.95	1
EFT17172	29/09/2023	Canine Control	Ranger Services - 19 - 26 Sep 2023 (3 weeks)	3,263.41	1
EFT17173	29/09/2023	Cramer & Neill	Air Conditioning Maintenance - 20 Barnes St	634.64	1
EFT17174	29/09/2023	Greenfield Technical Services	Prepare funding submissions 2024-2025: 2 x RRG 2024/25 funding submissions for the following two road segments Nanekine Rd & Morawa Yalgoo Rd Slk	7,150.00	1
EFT17175	29/09/2023	Geraldton Trophy Centre and Engraving Centre	Honour Board Plates	55.00	1
EFT17176	29/09/2023	Left of Centre Concepts & Events Pty Ltd	Art Officer	3,850.00	1
EFT17177	29/09/2023	Central West Pump Service	Retic Pump Service - Main Oval	13,956.80	1
EFT17178	29/09/2023	Logo Appointments WA	Contract Services week ending 23 Sept 23	6,933.96	1
EFT17179	29/09/2023	Total Toilets	Portable Toilet Hire 01 Aug to 31 Aug 2023	965.51	1
EFT17180	29/09/2023	Morawa IGA	Various IGA expenses 22 Aug 23 to 14 Sept 23	716.92	1
EFT17181	29/09/2023	RJ & LJ King	Tyre Repairs Loader	1,498.20	1
EFT17182	29/09/2023	Mitchell and Brown Communications	Security - Drs Surgery	161.08	1
EFT17183	29/09/2023	Element Advisory Pty Ltd	Consultant Stage 2 & Stage 3 Caravan Park Master Plan	7,073.00	1
EFT17184	29/09/2023	Terra Form Contracting	Road Verge Vegetation Management	34,408.00	1
EFT17185	29/09/2023	KelynTraining Services LNLC Pty Ltd	Traffic Management & White Card Training	3,945.00	1
EFT17186	29/09/2023	Megan Howlett Premium Business Concepts	HR Performance & Profiling	4,620.00	1
EFT17187	29/09/2023	Rahul Ramabhadran	Reimbursement CDO Conference & Holiday Slime workshop	684.00	1
EFT17188	29/09/2023	Jetline Kerbing Contractors	Cemetery Kerbing, Path, Pram Ramps	84,868.30	1
EFT17189	29/09/2023	Midmech Pty Ltd	45000km Maintenance Service 02MO	384.80	1
EFT17190	29/09/2023	Iknoyx Medical Services Pty Ltd	Drug & Alcohol Test (23)	2,403.50	1

## Shire of Morawa

### List of Payments Report

For Period Ending 30 September 2023

Chq/EFT	Date	Name	Description	Amount	Bank
EFT17191	29/09/2023	Wallace Plumbing and Gas	Plumbing Maintenance, Caravan Park, Public conveniences & shire properties	5,554.31	1
EFT17192	29/09/2023	Sequel Consulting Engineers	Solar Panel Roof Assessment - Shire Office	1,422.50	1
EFT17193	29/09/2023	Before You Dig Australia	Membership Fees - 2023/ 2024	1,538.24	1
EFT17194	29/09/2023	Coffee Lounge 6623	Depot Staff Training Lunch	100.00	1
EFT17195	29/09/2023	Winc	Photocopier Meter Read 26 Sep 23	902.39	1
EFT17196	29/09/2023	Shire of Morawa	Shire Properties - Rates Payments	2,563.58	1
<b>Total EFT Payments</b>				<b>575,742.42</b>	
12051	15/09/2023	Western Power	Power Disconnection Old Hospital	3,959.64	1
12052	19/09/2023	Water Corporation	Water Usage 12 Dreghorn St Morawa Lot 55	4,038.15	1
<b>Total Cheque Payments</b>				<b>7,997.79</b>	
DD9515.1	01/09/2023	Beam Super	Superannuation for Payrun #31	10,858.54	1
DD9525.1	18/09/2023	Beam Super	Superannuation on Payrun #34	10,980.37	1
	14/09/2023	Payroll	Altus Payroll Pay Run #34	56,578.32	1
	28/09/2023	Payroll	Altus Payroll Pay Run #35	58,355.65	1
DD9519.1	01/09/2023	Exetel Pty Ltd	Monthly Plan 01 Sep to 30 Sep 2023	780.00	1
DD9518.1	04/09/2023	Synergy	Electricity Usage: 18 Jul to 14 Aug 2023	221.95	1
DD9516.1	06/09/2023	Synergy	Electricity Usage 20 Jul to 16 Aug 2023	1,040.14	1
DD9532.1	12/09/2023	Synergy	Electricity Usage August 2023	197.12	1
DD9531.1	13/09/2023	Synergy	Electricity Usage 27 Jun to 23 Aug 2023	3,590.24	1
DD9530.1	14/09/2023	Synergy	Electricity Usage 28 Jun to 24 Aug 2023	11,425.18	1
DD9533.1	15/09/2023	Synergy	Electricity Usage 27 Jun to 23 Aug 2023	839.88	1
DD9546.1	18/09/2023	Synergy	Electricity Usage: 20 Jul 2023 to 16 Aug 2023	3,892.53	1
DD9559.1	19/09/2023	Synergy	Electricity usage 27 Jun to 23 Aug 23	75.57	1
DD9547.1	22/09/2023	Synergy	Electricity Usage: 25 July 2023 to 24 Aug 2023	4,269.36	1
DD9545.1	28/09/2023	Synergy	Electricity Usage: 27 Jun 2023 to 23 Aug 2023	232.67	1
DD9566.1	29/09/2023	Synergy	Energy Usage: 22 Jun to 18 Aug 2023	257.35	1
DD9541.1	06/09/2023	Telstra Corporation Limited	Telephone Expense for September 2023	50.00	1
DD9548.1	18/09/2023	Telstra Corporation Limited	Mobile Expense September 2023	1,041.36	1
DD9549.1	21/09/2023	Telstra Corporation Limited	Telephone Expense (08 9971 1710)	111.00	1



## Shire of Morawa

### List of Payments Report

For Period Ending 30 September 2023

Chq/EFT	Date	Name	Description	Amount	Bank
DD9551.1	26/09/2023	Telstra Corporation Limited	Telephone Expense Medical Centre 01Sep to 01 Oct 23	503.84	1
DD9519.2	01/09/2023	Water Corporation	Water Usage 12 Jun to 10 Aug 2023	8,127.86	1
DD9517.1	05/09/2023	Water Corporation	Water Usage 13 Jun to 14 Aug 2023	2,743.85	1
DD9516.2	06/09/2023	Water Corporation	Water Usage 12 Jun to 10 Aug 2023	1,340.81	1
DD9519.3	01/09/2023	Westnet Pty Ltd	Monthly Internet Tourism Centre 1 Sep to 1 Oct 2023	29.95	1
<b>Total Direct Debit Payments</b>				<b>177,543.54</b>	
	21/09/2023	Australian Taxation Office	BAS Payment - Aug 2023	552.00	1
	30/09/2023	Bank West	Centrelink Fees - Sep 2023	15.84	1
	30/09/2023	Bank West	Bank Charges - Sep 2023	71.40	1
	30/09/2023	Bank West	Merchant Fees - Sep 2023	759.82	1
	01/09/2023	Shire Caravan Park	Refunds	922.00	1
	01/09/2023	Shire of Morawa	Reallocation of Loan Repayment	7,538.61	1
	07/09/2023	Shire of Morawa	Return Election Nomination deposit	100.00	1
	27/09/2023	Shire of Morawa	Payroll Deductions	1,230.00	1
	27/09/2023	Shire of Morawa	Payroll Deductions	665.00	1
	29/09/2023	Shire of Morawa	Monthly Deductions - Dept of Transport - Sep 2023	20,982.95	1
<b>Total Bank Transfers/ Payments</b>				<b>32,837.62</b>	
<b>Fuel Card - 93926029 - MO 0</b>					
<b>Included in</b>	15/09/2023	Refuel Australia	Fuel Card transactions for July 2023	120.54	
<b>EFT17115</b>	15/09/2023	Refuel Australia	Fuel Card Transactions for August 2023	96.92	
<b>Fuel Card - 94937892 - 02 MO</b>					
<b>Included in</b>	15/09/2023	Refuel Australia	Fuel Card Transactions for August 2023	185.45	
<b>EFT17115</b>					
<b>TOTAL Fuel Card</b>				<b>402.91</b>	

## Shire of Morawa

### List of Payments Report

For Period Ending 30 September 2023

Chq/EFT	Date	Name	Description	Amount	Bank
J:2324-03.03	05/09/2023	BankWest	<b>Corporate card purchases in August 2023</b>	4,427.56	1
		<b>Coroprate Credit Card - EMCCS</b>			
	03/08/2023	CV Check Ltd	National Police Check - Cleaner	54.90	
	08/08/2023	Local Govt Prof (LGPA WA)	EMCCS	531.00	
	09/08/2023	CV Check Ltd	National Police Check - Administration Employee	54.90	
	10/08/2023	Spotlight Belmont	Linen - ShoeBox Accomodation	293.60	
	14/08/2023	Spotlight - Melbourne	Dinner ware - Town Hall	105.00	
	17/08/2023	Fuel Distributors	Gull Moora	78.47	
	21/08/2023	Quest Innaloo	Accomodation, Meals & Parking - Transport Trg - Admin Employee	1,269.80	
	21/08/2023	Planning Institute Australia	Registration Fee - Supporting Diverse & Affordable Housing Regional and Rural Australia - Coordinator Planning & Compliance Services	235.00	
	22/08/2023	DPI	Renewal Motor Drivers Licence - Depot Employee	32.70	
	25/08/2023	Hotel Products	Toiletries for caravan park	179.94	
	25/08/2023	CV Check Ltd	National Police Check - Depot Employee	54.90	
<b>Sub Total</b>				<b>2,890.21</b>	
		<b>Coroprate Credit Card - CEO</b>			
	07/08/2023	Zoom.US	Zoom Standard Pro Monthly Subscription for Council	22.39	
	07/08/2023	Drop Box	Annual Subscription	184.67	
	11/08/2023	Local Govtt Prof (LGPA WA)	Training	32.00	
	21/08/2023	Quest Innaloo	Accomodation & Meals - Transport Training	1,292.18	
	07/08/2023	Bank West	Foreign Transaction Fee - Exchange Fees - Jul - Sep 2023	5.45	
	07/08/2023	Bank West	Foreign Transaction Fee - Zoom	0.66	
<b>Sub Total</b>				<b>1,537.35</b>	
<b>TOTAL Corporate Credit Card Payment</b>				<b>4,427.56</b>	
<b>TOTAL PAYMENTS FOR COUNCIL APPROVAL</b>				<b>798,548.93</b>	

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## Ordinary Council Meeting 19 October 2023

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***Attachment 1- 12.1a Minutes of WALGA State Council Meeting, 13 September 2023***

***Item 12.1- September 2023 Minutes of WALGA State Council Meeting***

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# State Council

## Summary Minutes

13 September 2023

Ordinary meeting no. 4 of 2023 of the Western Australian Local Government Association (WALGA) State Council being a Regional meeting hosted by the Great Southern Country Zone in the Pioneer Room at the Shire of Katanning Leisure Centre, Katanning on Wednesday, 13 September 2023.

## OPEN and WELCOME

*The Chair declared the meeting open at 10:51am.*

## 1. ATTENDANCE & APOLOGIES

### 1.1 Attendance

<b>Members</b>	WALGA President - <b>Chair</b> WALGA Deputy President, Central Metropolitan Zone Avon-Midland Country Zone Central Country Zone Central Metropolitan Zone Goldfields Esperance Country Zone Great Eastern Country Zone Great Southern Country Zone Kimberley Country Zone Murchison Country Zone North Metropolitan Zone North Metropolitan Zone Northern Country Zone Peel Country Zone South East Metropolitan Zone South East Metropolitan Zone South Metropolitan Zone South Metropolitan Zone South Metropolitan Zone South West Country Zone	President Cr Karen Chappel JP Cr Paul Kelly  Cr Ken Seymour President Cr Phillip Blight Cr Kerry Smyth ( <b>Deputy</b> ) President Cr Laurene Bonza President Cr Stephen Strange President Cr Chris Pavlovich Cr Chris Mitchell JP Cr Les Price Cr Frank Cvitan JP Cr Russ Fishwick JP President Cr Moira Girando JP President Cr Michelle Rich Mayor Patrick Hall Cr Melissa Northcott ( <b>Deputy</b> ) Mayor Deb Hamblin ( <b>Deputy</b> ) Mayor Logan Howlett JP Cr Barry Winmar ( <b>Deputy</b> ) President Cr Tony Dean
<b>Ex Officio</b>	Local Government Professionals WA President	Ms Annie Riordan
<b>Secretariat</b>	Chief Executive Officer Executive Director Member Services Executive Manager Infrastructure Executive Manager Policy Manager Association and Corporate Governance Policy Manager, Planning and Building Governance Specialist / Great Southern Country Zone Executive Officer	Mr Nick Sloan Mr Tony Brown Mr Ian Duncan Ms Nicole Matthews Ms Kathy Robertson  Mr Chris Hossen Ms Lyn Fogg

### 1.2 Apologies

- The Rt. Hon. Lord Mayor Basil Zempilas
- State Councillor, Central Metropolitan Zone, Cr Helen Sadler
- State Councillor, East Metropolitan Zone, Cr Catherine Ehrhardt
- State Councillor, East Metropolitan Zone, Cr John Daw
- State Councillor, Gascoyne Country Zone, President Cr Cheryl Cowell
- State Councillor, North Metropolitan Zone, Cr David Lagan

- State Councillor, Pilbara Country Zone, Mayor Peter Long
- State Councillor, South Metropolitan Zone, Cr Doug Thompson
- State Councillor, South Metropolitan Zone, Mayor Carol Adams OAM
- State Councillor, South East Metropolitan Zone, Mayor Ruth Butterfield
- Deputy State Councillor, East Metropolitan Zone, Cr Paige McNeil
- Deputy State Councillor, East Metropolitan Zone, Cr Aaron Bowman
- Deputy State Councillor, Gascoyne Country Zone, President Cr Eddie Smith
- Deputy State Councillor, North Metropolitan Zone, Cr Felicity Farrelly
- Deputy State Councillor, North Metropolitan Zone, Cr Glynis Parker
- Deputy State Councillor, North Metropolitan Zone, Mayor Albert Jacob
- Deputy State Councillor, Pilbara Country Zone, Mayor Peter Carter
- WALGA Executive Manager Advocacy, Ms Narelle Cant

## **2. ACKNOWLEDGEMENT OF COUNTRY**

WALGA acknowledges the continuing connection of Aboriginal people to Country, culture and community. We embrace the vast Aboriginal cultural diversity throughout Western Australia, including Boorloo (Perth), on the land of the Whadjuk Noongar People, where WALGA is located and we acknowledge and pay respect to Elders past and present.

WALGA is committed to supporting the efforts of WA Local Governments to foster respectful partnerships and strengthen relationships with local Aboriginal communities.

## **3. ANNOUNCEMENTS**

Nil.

## **4. MINUTES OF THE PREVIOUS MEETINGS**

### **4.1 Minutes of the State Council meeting held 5 July 2023**

#### **RECOMMENDATION**

**Moved:** Cr Frank Cvitan JP  
**Seconded:** Cr Chris Mitchell

That the Minutes of the WALGA State Council meeting held on [Wednesday, 5 July](#) be confirmed as a true and correct record of proceedings.

#### **RESOLUTION 482.4/2023**

**CARRIED**

#### **4.1.1 Business arising from the Minutes of the State Council meeting held 5 July 2023**

Nil.

### **4.2 Flying Minute – Consistent Local Planning Schemes Planning Reform**

#### **RECOMMENDATION**

**Moved:** President Cr Stephen Strange  
**Seconded:** President Cr Phil Blight

That the [Flying Minute - Consistent Local Planning Schemes Planning Reform](#) be confirmed as a true and correct record of proceedings.

**RESOLUTION 483.4/2023**

**CARRIED**

4.2.1 Business arising from the Flying Minute – Consistent Local Planning Schemes Planning Reform

Nil.

#### **4.3 Flying Minute – Submission on the Draft State Waste Infrastructure Plan**

##### **RECOMMENDATION**

Moved: President Cr Stephen Strange

Seconded: President Cr Phil Blight

That the [Flying Minute - Submission on the Draft State Waste Infrastructure Plan](#) be confirmed as a true and correct record of proceedings.

**RESOLUTION 483.4/2023**

**CARRIED**

4.3.1 Business arising from the Flying Minute – Submission on the Draft State Waste Infrastructure Plan

Nil.

#### **4.4 Flying Minute – Submission on State Waste Strategy Directions Paper**

##### **RECOMMENDATION**

Moved: President Cr Stephen Strange

Seconded: President Cr Phil Blight

That the [Flying Minute - Submission on State Waste Strategy Directions Paper](#) be confirmed as a true and correct record of proceedings.

**RESOLUTION 483.4/2023**

**CARRIED**

4.4.1 Business arising from the Flying Minute – Submission on State Waste Strategy Directions Paper

Nil.

#### **4.5 Flying Minute – Biosecurity and Agriculture Management Act 2007 Review Stage 3 Submission**

##### **RECOMMENDATION**

Moved: President Cr Stephen Strange

Seconded: President Cr Phil Blight

That the [Flying Minute - Biosecurity and Agriculture Management Act 2007 Review Stage 3 Submission](#) be confirmed as a true and correct record of proceedings.

**RESOLUTION 483.4/2023**

**CARRIED**

**4.5.1 Business arising from the Flying Minute – *Biosecurity and Agriculture Management Act 2007* Review Stage 3 Submission**

Nil.

**4.6 Flying Minute – Independent Strategic Review of the Infrastructure Investment Program Submission**

**RECOMMENDATION**

Moved: President Cr Stephen Strange

Seconded: President Cr Phil Blight

That the [Flying Minute - Independent Strategic Review of the Infrastructure Investment Program Submission](#) be confirmed as a true and correct record of proceedings.

**RESOLUTION 483.4/2023**

**CARRIED**

**4.6.1 Business arising from the Flying Minute – Independent Strategic Review of the Infrastructure Investment Program Submission**

Nil.

**4.7 Flying Minute – Discussion Paper, Wired for Change: Regulation for small electrical products and solar photovoltaic system waste submission**

**RECOMMENDATION**

Moved: President Cr Stephen Strange

Seconded: President Cr Phil Blight

That the [Flying Minute – Discussion Paper, Wired for Change: Regulation for small electrical products and solar photovoltaic system waste submission](#) be confirmed as a true and correct record of proceedings.

**RESOLUTION 483.4/2023**

**CARRIED**

**4.7.1 Business arising from the Flying Minute – Discussion Paper, Wired for Change: Regulation for small electrical products and solar photovoltaic system waste submission**

Nil.

**4.8 Flying Minute – Submission to the Review of the Main Roads Pedestrian Crossing Facilities Guidelines**

**RECOMMENDATION**

Moved: President Cr Stephen Strange

Seconded: President Cr Phil Blight

That the [Flying Minute – Submission to the Review of the Main Roads Pedestrian Crossing Facilities Guidelines](#) be confirmed as a true and correct record of proceedings.



**RESOLUTION 483.4/2023**

**CARRIED**

**4.8.1 Business arising from the Flying Minute – Submission to the Review of the Main Roads Pedestrian Crossing Facilities Guidelines**

Nil.

**5. DECLARATIONS OF INTEREST**

Pursuant to our Code of Conduct, State Councillors must declare to the Chair any potential conflict of interest they have in a matter before State Council as soon as they become aware of it.

Nil.

**6. EMERGING ISSUES**

Nil.

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## 7. MATTERS FOR DECISION

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### 7.1 Local Emergency Management Arrangements (LEMA) Advocacy Position

*By Simone Ruane, LEMA Review Project Lead*

#### **WALGA RECOMMENDATION**

Moved: Cr Chris Mitchell  
Seconded: Cr Melissa Northcott

That WALGA endorse the following position on Local Emergency Management Arrangements (LEMA):

1. *The State Government should fund the implementation of the Local Emergency Management Arrangements (LEMA) Improvement Plan endorsed by the State Emergency Management Committee (SEMC).*
2. *A reformed LEMA system should:*
  - a) *Clearly articulate the roles and responsibilities of Local Governments in emergency management;*
  - b) *Simplify the reporting processes and reduce the administrative burden of maintaining compliance;*
  - c) *Provide a suite of scalable tools and guidance materials that are accessible through an online knowledge hub;*
  - d) *Build the emergency management capacity and capability of Local Governments through the provision of targeted training, exercising support, human resources and sustainable funding;*
  - e) *Assist Local Governments to continue to deliver their core business activities and provide public information during an emergency event;*
  - f) *Improve the connectivity of Local Governments' various risk management and hazard planning processes through an integrated approach; and*
  - g) *Enable resource sharing and collaboration across the Local Government sector.*

**RESOLUTION 484.4/2023**

**CARRIED**

## 7.2 Advocacy Position on Road Works during Total Fire Ban

*By Ian Duncan, Executive Manager Infrastructure*

### WALGA RECOMMENDATION

Moved: President Cr Stephen Strange  
Seconded: President Cr Moira Girando JP

That WALGA endorse the following principles in relation to the exemptions and conditions under which road works may be undertaken during a Total Fire Ban:

1. Road Activity Tiers: That there be a tiered risk approach for road work activities and associated controls, based on the proposed activities and fire danger forecast.
2. Local Government operations: That any controls specified in regulations to provide effective risk mitigation and response be able to be implemented within the works crew deployed for the task.
3. Reduce Red Tape: That the processes where repeated notification to DFES for the same task at the same location is required be streamlined.

RESOLUTION 485.4/2023

CARRIED

## MATTERS FOR CONSIDERATION BY STATE COUNCILLORS (UNDER SEPARATE COVER)

## 7.3 Aboriginal Cultural Heritage Act 2021 Update

*By Alina Hobson, Policy Officer Community*

### WALGA RECOMMENDATION

Moved: President Cr Laurene Bonza  
Seconded: Cr Ken Seymour

That State Council note the update on the *Aboriginal Cultural Heritage Act 2021*.

RESOLUTION 486.4/2023

CARRIED

**7.4 Finance and Services Committee Minutes – 23 August 2023 –  
CONFIDENTIAL**

*By Tony Brown, Executive Director Member Services*

**WALGA RECOMMENDATION**

**Moved: Cr Melissa Northcott**  
**Seconded: President Cr Moira Girando**

**That the Minutes of the Finance and Services Committee meeting held on 23 August 2023 be endorsed.**

**RESOLUTION 487.4/2023**

**CARRIED**

**7.5 LGIS Board Minutes – 6 July and 10 August 2023 – CONFIDENTIAL**

*By Craig Hansom, Manager Commercial Contract Services, Member Services*

**WALGA RECOMMENDATION**

**Moved: Cr Chris Mitchell**  
**Seconded: President Cr Phil Blight**

**That the Minutes of the LGISWA Scheme Board meetings held on 6 July and 10 August 2023 be noted.**

**RESOLUTION 488.4/2023**

**CARRIED**

**7.6 Local Government House Trust Board of Management Minutes – 23 August 2023 – CONFIDENTIAL**

*By Tony Brown, Executive Director Member Services*

**WALGA RECOMMENDATION**

**Moved: Cr Frank Cvitan**  
**Seconded: Cr Les Price**

**That the Minutes of the Local Government House Trust board of management meeting held on 23 August 2023 be noted.**

**RESOLUTION 489.4/2023**

**CARRIED**

## **8. POLICY TEAM AND COMMITTEE REPORTS**

### **8.1 Environment and Waste Policy Team Report**

*Presented by Policy Team Chair, Cr Les Price*

#### **WALGA RECOMMENDATION**

**Moved: Cr Les Price**  
**Seconded: Cr Chris Mitchell**

**That State Council note the matters considered by the Environment and Waste Policy Team at its meeting held on 5 July 2023.**

**RESOLUTION 490.4/2023**

**CARRIED**

### **8.2 Governance and Organisational Services Policy Team Report**

*Presented by Policy Team Chair, Cr Russ Fishwick JP*

#### **WALGA RECOMMENDATION**

**Moved: Cr Russ Fishwick JP**  
**Seconded: Mayor Logan Howlett**

**That State Council note the Governance and Organisational Services Policy Team Report.**

**RESOLUTION 491.4/2023**

**CARRIED**

### **8.3 Infrastructure Policy Team Report**

*Presented by Policy Team Chair, President Cr Chris Pavlovich*

#### **WALGA RECOMMENDATION**

**Moved: President Cr Chris Pavlovich**  
**Seconded: Cr Chris Mitchell**

**That State Council note the matters considered by the Infrastructure Policy Team at its meetings held on 5 July, 28 July and 9 August 2023.**

**RESOLUTION 492.4/2023**

**CARRIED**

## 8.4 People and Place Policy Team Report

*Presented by Policy Team Chair, President Cr Tony Dean*

### WALGA RECOMMENDATION

**Moved:** President Cr Tony Dean

**Seconded:** Cr Frank Cvitan JP

That State Council note the matters considered by the People and Place Policy Team at its meetings held on 5 July and 9 August 2023.

**RESOLUTION 493.4/2023**

**CARRIED**

## 8.5 Municipal Waste Advisory Council (MWAC) Report

*Presented by MWAC Chair, Cr Doug Thompson*

### WALGA RECOMMENDATION

**Moved:** President Cr Phil Blight

**Seconded:** Cr Chris Mitchell

That State Council:

1. rescind Advocacy Position 7.5 Waste Management Data Collection and accompanying Policy Statement; and
2. note the resolutions of the 28 June 2023 Municipal Waste Advisory Council Meeting.

**RESOLUTION 494.4/2023**

**CARRIED**

## 9. MATTERS FOR NOTING / INFORMATION

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### 9.1 Flying Minute – Consistent Local Planning Schemes

*By Coralie Claudio, Senior Policy Advisor Planning*

#### **WALGA RECOMMENDATION**

Moved: Mayor Logan Howlett JP  
Seconded: Cr Ken Seymour

That State Council note the submission on Consistent Local Planning Schemes to the Department of Planning, Lands and Heritage and updated advocacy position (6.2 Planning Reform), as endorsed via Flying Minute.

**RESOLUTION 495.4/2023**

**CARRIED**

### 9.2 Flying Minute – Submission on the Draft State Waste Infrastructure Plan

*By Rebecca Brown, Manager, Waste and Environment*

#### **WALGA RECOMMENDATION**

Moved: Mayor Logan Howlett JP  
Seconded: Cr Ken Seymour

That State Council note the Submission on the Draft Western Australian State Waste Infrastructure Plan, as endorsed via Flying Minute.

**RESOLUTION 495.4/2023**

**CARRIED**

### 9.3 Flying Minute – Submission on Directions Paper: Review of the Waste Avoidance and Resource Recovery Strategy 2023

*By Rebecca Brown, Manager, Waste and Environment*

#### **WALGA RECOMMENDATION**

Moved: Mayor Logan Howlett JP  
Seconded: Cr Ken Seymour

That State Council note the Submission on the Directions Paper: *Review of the Waste Avoidance and Resource Recovery Strategy 2030*, as endorsed via Flying Minute.

**RESOLUTION 495.4/2023**

**CARRIED**



#### **9.4 Flying Minute – Submission on Discussion Paper: Stage 3 Biosecurity and Agriculture Management Act 2007 Review**

*By Rebecca Brown, Manager Waste and Environment*

##### **WALGA RECOMMENDATION**

Moved: Mayor Logan Howlett JP  
Seconded: Cr Ken Seymour

That State Council note the Submission on the Discussion Paper: *Stage 3 Biosecurity and Agriculture Management Act Review*, as endorsed via Flying Minute.

**RESOLUTION 495.4/2023**

**CARRIED**

#### **9.5 Flying Minute – Independent Strategic Review of the Infrastructure Investment Program Submission**

*By Ian Duncan, Executive Manager Infrastructure*

##### **WALGA RECOMMENDATION**

Moved: Mayor Logan Howlett JP  
Seconded: Cr Ken Seymour

That State Council note the Independent Strategic Review of the Infrastructure Investment Program submission, as endorsed via Flying Minute.

**RESOLUTION 495.4/2023**

**CARRIED**

#### **9.6 Flying Minute – Submission on Discussion Paper – Wired for Change: regulation for small electrical products and solar photovoltaic system waste**

*By Rebecca Brown, Manager, Waste and Environment*

##### **WALGA RECOMMENDATION**

Moved: Mayor Logan Howlett JP  
Seconded: Cr Ken Seymour

That State Council note the Submission on the Discussion Paper: *Wired for Change: regulation for small electrical products and solar photovoltaic system waste*, as endorsed via Flying Minute.

**RESOLUTION 495.4/2023**

**CARRIED**

## 9.7 Flying Minute – Submission to the Review of the Main Roads Pedestrian Crossing Facilities Guidelines

*By Max Bushell, Policy Officer Road Safety and Infrastructure*

### **WALGA RECOMMENDATION**

**Moved:** Mayor Logan Howlett JP  
**Seconded:** Cr Ken Seymour

That State Council note the submission to Main Roads WA on the draft Pedestrian Crossing Facilities Guidelines, and the following principles regarding the design and implementation of pedestrian crossings, as endorsed via Flying Minute:

1. **Planning at the local level**  
A detailed understanding of modal networks at the local level and/or local transport plans should inform where and which pedestrian crossing types are implemented.
2. **Pedestrian Crossings are essential**  
High-speed, high-volume roads are the major barrier to active transport that must be resolved.
3. **Pedestrian Priority**  
Pedestrian travel should be given equal weight to vehicular travel. High-quality, cost-effective, pedestrian-priority crossings should be implemented wherever possible. Pedestrian Crossings on roads with heavy vehicles should also be given higher priority toward the implementation of a safe, pedestrian- priority crossings in the Guidelines, based on the risk to the pedestrian.
4. **Cost**  
Cost-effective pedestrian-priority crossings should be considered first, rather than high-cost facilities. The Guidelines should provide guidance on the cost of installing pedestrian crossing facilities and general information on which party may bear the costs.
5. **Proactive Approach**  
Forecast pedestrian demand based on network planning, rather than existing pedestrian counts should be used to plan appropriate crossings.
6. **Speed**  
Vehicle travel speed requirements for implementing pedestrian crossings must not be a barrier to selecting and installing pedestrian-priority crossings, but should be a consideration in selecting cost-effective designs.
7. **Intersections**  
Intersection designs, including roundabouts, should accommodate pedestrian crossing priority.

**RESOLUTION 495.4/2023**

**CARRIED**

## 9.8 Concurrent Commonwealth Disaster Reviews

*By Rachel Armstrong, Senior Policy Advisor Emergency Management*

### WALGA RECOMMENDATION

Moved: Cr Les Price  
Seconded: President Cr Chris Pavlovich

That State Council note that the National Emergency Management Agency (NEMA) is undertaking three separate but complimentary reviews to improve the effectiveness and efficiency of Commonwealth disaster funding and governance.

**RESOLUTION 496.4/2023**

**CARRIED**

## 10. ORGANISATIONAL REPORTS

### 10.1 Key Activity Reports

#### 10.1.1 Report on Key Activities, Infrastructure Portfolio

*By Ian Duncan, Executive Manager Infrastructure*

### WALGA RECOMMENDATION

Moved: Mayor Logan Howlett JP  
Seconded: Cr Russ Fishwick JP

That State Council note the Key Activity Report from the Infrastructure Portfolio for September 2023.

**RESOLUTION 497.4/2023**

**CARRIED**

#### 10.1.2 Report on Key Activities, Member Services Portfolio

*By Tony Brown, Executive Director Member Services*

### WALGA RECOMMENDATION

Moved: Mayor Logan Howlett JP  
Seconded: Cr Russ Fishwick JP

That State Council note the Key Activity Report from the Member Services Portfolio for September 2023.

**RESOLUTION 497.4/2023**

**CARRIED**

### **10.1.3 Report on Key Activities, Policy Portfolio**

*By Nicole Matthews, Executive Manager Policy*

#### **WALGA RECOMMENDATION**

**Moved: Mayor Logan Howlett JP**

**Seconded: Cr Russ Fishwick JP**

**That State Council note the Key Activity Report from the Policy Portfolio for September 2023.**

**RESOLUTION 497.4/2023**

**CARRIED**

### **10.1.4 Report on Key Activities, Advocacy Portfolio**

*By Narelle Cant, Executive Manager Advocacy*

#### **WALGA RECOMMENDATION**

**Moved: Mayor Logan Howlett JP**

**Seconded: Cr Russ Fishwick JP**

**That State Council note the Key Activity Report from the Advocacy Portfolio for September 2023.**

**RESOLUTION 497.4/2023**

**CARRIED**

### **10.2 President's Report**

#### **WALGA RECOMMENDATION**

**Moved: Cr Paul Kelly**

**Seconded: Cr Chris Mitchell**

**That the President's Report for September 2023 be received.**

**RESOLUTION 498.4/2023**

**CARRIED**

### **10.3 CEO's Report**

#### **WALGA RECOMMENDATION**

**Moved: Cr Paul Kelly**

**Seconded: Cr Chris Mitchell**

**That the CEO's Report for September 2023 be received.**

**RESOLUTION 498.4/2023**

**CARRIED**

## 10.4 Ex-Officio Reports

### 10.4.1 City of Perth Report

The Rt. Hon. Lord Mayor Basil Zempilas was an apology for this meeting.

### 10.4.2 LG Professional's Report

Ms Annie Riordan, President, LG Professionals WA, provided a report to the meeting.

## 11. ADDITIONAL ZONE RESOLUTIONS

### WALGA RECOMMENDATION

**Moved:** Mayor Logan Howlett JP  
**Seconded:** President Cr Moira Girando JP

That the additional Zone Resolutions from the August 2023 round of Zones meetings as follows be referred to the appropriate policy area for consideration and appropriate action, noting that some may have already been referred.

### RESOLUTION 499.4/2023

CARRIED

#### CENTRAL COUNTRY ZONE (Policy Portfolio)

##### ***Water Corporation – Non-Standard Water Services***

That the Central Country Zone:

1. Rejects Water Corporation attempts to classify regional sites as a 'Non-Standard Water Service' (unless specific agreement is reached with a Local Government Authority);
2. Formally writes to Water Corporation and the Minister for Water confirming this position;
3. Requests that WALGA supports the position of the Central Country Zone and rejects the Water Corporation's attempts to classify regional sites as a 'Non-Standard Water Service'; and
4. Requests WALGA to engage with the Minister for Water to retain the current services, unless specific agreement is reached with a Local Government Authority.

#### CENTRAL COUNTRY ZONE (Infrastructure Portfolio)

##### ***Heavy Vehicles - Accredited Mass Management Scheme***

That the Central Country Zone request WALGA to investigate the establishment of an Industry Working Group associated with Main Roads WA Accredited Mass Management Scheme across the Restricted Access Vehicle Network, with a view to reducing accelerated degradation and damage to rural and regional road networks as well as improving road safety for all users. Working Group membership shall be representative of relevant industry stakeholders but not necessarily be limited to (WALGA, Local Government, Main Roads WA, Department of Transport, CBH, relevant Heavy Vehicle Operators Association).

#### CENTRAL COUNTRY ZONE (Policy Portfolio)

##### ***Contaminated Sites***

That the Central Country Zone request WALGA to:

1. investigate the extent that this issue is impacting regional Local Governments with registered landfill sites; and
2. engage with the Department of Water and Environmental Regulation, on behalf of the sector, to ensure that the Department's requirements are proportionate to the risk associated with a particular site.

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### **EAST METROPOLITAN ZONE (Policy Portfolio)**

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#### ***Advocate for Changes to Planning – Staged Developments***

That, on the basis of previous SAT decisions (Stewart and Town of Cottesloe [2019] WASAT 100 and Point Grey Development Company Pty Ltd and Shire of Murray [2019] WASAT 106), the East Metropolitan Zone request WALGA to advocate for changes to the Planning Framework to clarify that a development proposal which amounts to a piecemeal approach to planning may be inconsistent with orderly and proper planning, and where that conclusion can properly be drawn in relation to a development proposal, that would be a reason for rejecting the proposal.

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### **EAST METROPOLITAN ZONE (Member Services Portfolio)**

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#### ***Enterprise Resource Planning – ICT Solution***

That WALGA:

1. Survey Western Australian Local Governments to determine those that are impacted by the legacy support issues.
2. Determine the interest from these Local Governments to participate in a WALGA led, shared service model solutions approach, and if demand warrants such an approach,
3. Engage a consultant on behalf of the participating Local Governments to define the problem and determine a shared cost solution model.

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### **KIMBERLEY COUNTRY ZONE (Policy Portfolio)**

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#### ***Funding Support for Arts in Regional Western Australia***

That the Kimberley Country Zone of WALGA request the WALGA State Council to lobby the State Government to:

1. Fund Regional Arts WA for the employment of Regional Arts Hub Coordinators to be based across regional WA; and
2. Extend the KidSport program to include arts activities.

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### **PEEL COUNTRY ZONE (Member Services Portfolio)**

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#### ***Query regarding WALGA Constitution***

The Peel Country Zone requests that WALGA provides advice on the purpose of the wording in the definition of "Legislative Review" under Schedule One Register of Powers (b) and the wording of Schedule One Register of Powers (c) management and pursuit of Local Government Act matters.

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### **SOUTH METROPOLITAN ZONE (Policy Portfolio)**

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#### ***National Construction Code Changes***

That the South Metropolitan Zone requests WALGA advocates for the introduction of the 2022 National Construction Codes Volume one and two on 1 May 2024 to ensure that WA remains in touch with the Eastern States of Australia, reducing the transitional period from two years to one.

## **12. DATE OF NEXT MEETING**

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The next ordinary meeting of the WALGA State Council will be held in the Boardroom at WALGA, ONE70, LV1, 170 Railway Parade, West Leederville on Wednesday, 6 December commencing at 4:15pm.

## **13. OTHER BUSINESS**

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### **13.1 Zone Forum and Regional State Council meeting**

President Cr Karen Chappel thanked the Great Southern Country Zone and Zone Chair, President Cr Chris Pavlovich for hosting the Zone Forum yesterday. Cr Chappel also thanked the Shire of Katanning and Shire President Cr Liz Guidera for their hospitality in hosting the 2023 September Regional State Council meeting.

### **13.2 Outgoing State Councillors**

President Cr Karen Chappel acknowledged that President Cr Chris Pavlovich and President Cr Moira Girando would not be renominating for Council at this year's Local Government elections. Cr Pavlovich and Cr Girando were thanked for their service to WALGA and State Council.

### **13.3 2023 Local Government Elections**

President Cr Karen Chappel wished everyone nominating for the 2023 October Local Government elections best of luck.

## **14. CLOSURE**

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*There being no further business the Chair declared the meeting closed at **11:22am**.*

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## Ordinary Council Meeting 19 October 2023

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***Attachment 1- 12.2a Minutes of WALGA 2023 Annual  
General Meeting, 18 September 2023***

***Item 12.2- Minutes of WALGA 2023 Annual  
General Meeting***

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# **WALGA Annual General Meeting Minutes**

**Monday, 18 September 2023**

**Crown Perth**

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## Order of Proceedings

- 2:00pm** Opening and welcome – WALGA President, Cr Karen Chappel AM JP
- 2:05pm** LGIS Address – Chief Executive Officer, Mr James Sheridan
- 2:15pm** Award Presentations
- 2:45pm** Commencement of Annual General Meeting (to follow formal Agenda)
- 5:00pm** Close of Annual General Meeting

## 1. Apologies and Announcements

*The Chair declared the meeting open at 2:45pm.*

### 1.1 Record of Apologies

- Shire of Dowerin
- Town of Mosman Park
- Shire of Williams

### 1.2 Announcements

Nil

## 2. Adoption of AGM Association Standing Orders

The Annual General Meeting Association Standing Orders were contained within the Agenda

### **RESOLUTION**

**Moved:** Cr Paul Kelly, Town of Claremont  
**Seconded:** President Cr Tony Dean, Shire of Nannup

**That the Annual General Meeting Association Standing Orders be adopted.**

**CARRIED**



### 3. Confirmation of Previous Minutes

The [Minutes of the 2022 WALGA Annual General Meeting](#) were contained within the Agenda, along with a report on the action taken on the 2022 AGM resolutions.

**RESOLUTION**

**Moved: President Cr Michelle Rich**  
**Seconded: Mayor Deb Hamblin, City of Rockingham**

**That the Minutes of the 2022 WALGA Annual General Meeting be confirmed as a true and correct record of proceedings.**

**CARRIED**

### 4. Adoption of Annual Report

The [2022-2023 Annual Report](#), including the 2022-2023 Audited Financial Statements, was distributed to Members separately.

**RESOLUTION**

**Moved: Cr Paul Kelly, Town of Claremont**  
**Seconded: President Cr Moira Girando, Shire of Coorow**

**That the 2022-2023 Annual Report, including the 2022-2023 Audited Financial Statements, be received.**

**CARRIED**



## 5. Consideration of Executive and Member Motions

### 5.1 Local Governments' representation at the State Administrative Tribunal relating to planning matters within its district

*Shire of York*

#### **RESOLUTION**

**Moved: President Cr Denese Smythe, Shire of York**

**Seconded: President Cr Rosemary Madacsi, Shire of Toodyay**

**That WALGA lobby the State Government for legislative reform to enable Local Governments the automatic right to be a represented party at all State Administrative Tribunal hearings related to planning matters within its district.**

**CARRIED**

#### **MEMBER COMMENT**

The Shire of York acknowledges WALGA's current position on Third Party Appeal rights for decisions made by Development Assessment Panels (DAPs). However, the Shire submits this motion requesting WALGA lobby for legislative change to enable local governments the right to be included as a Party at State Administrative Tribunal (SAT) proceedings relating to planning matters within their districts, even where the relevant DAP has been the responsible authority for considering the matter.

The Great Southern Landfill - Allawuna Farm development proposal is a key case in point. The original planning application for the landfill proposal was considered by the Joint DAP (JDAP) as required due to the cost of the development in accordance with the *Planning and Development (Development Assessment Panel) Regulations 2011*.

While the landfill proposal has been a matter of consideration since around 2011, most recently the JDAP refused the applicant's request for an extension of time for the development to occur. The applicant subsequently applied to the SAT for a review of the JDAP's decision.

The *Planning and Development (Development Assessment Panels) Regulations 2011* and the *State Administrative Tribunal Act 2004* do not currently enable local governments the automatic right to be included as a Party to the SAT proceedings.

Hence, although the development proposal is within the district of the Shire of York, and there are substantial impacts to the community and infrastructure should the proposal be approved, the Shire of York is currently unable to be represented at the SAT as it is not recognised as a Party. This significantly impacts the Shire's ability to provide viewpoints on the development proposal, and the ability for the Shire to appropriately represent and act on behalf of its community. It is clear the current planning system has woeful neglect of the community in planning matters.

Local governments have an intimate knowledge of their communities and relevant planning schemes hence it is considered appropriate that local governments should have the statutory right to 'opt out' of such representation, as opposed to having to make special request to the SAT for inclusion as an Intervener or Joinder under Section 36 of the *State Administrative Tribunal Act 2004*.



Making such an application under Section 36 to the SAT can be at considerable cost to the local government, and while larger local governments may have legal teams on staff, small local governments rarely have the skill set within the organisation. Adherence to procurement policies and working within budget constraints may prohibit smaller local governments from participating in the SAT process, which could be of significant detriment of their communities. This is particularly important where there may be a range of short and long term environmental, bushfire, social and safety risks applicable to the development proposal the SAT is determining. In some circumstances these risks may be considered unacceptable for the community and locality.

Relying on the JDAP to appoint appropriate legal representation may jeopardise a local governments' standpoint being given proper consideration at the SAT proceedings. Enabling local governments the statutory right to be included as a Party would reduce that risk.

This scenario is not considered to be unique to the Shire of York and could affect many other local governments throughout the State, hence this Notice of Motion is presented to WALGA's AGM for consideration.

It is noted the State Government is about to undertake changes to the DAP Regulations as part of its [Planning Reform Agenda](#). The Shire of York considers this timely as any further suggestions on other changes to the system could be incorporated into WALGA's advocacy position on the Government's reforms.

### **SECRETARIAT COMMENT**

Local Government has several responsibilities and functions under the current Development Assessment Panel (DAP) system. This includes receipting the application, undertaking the technical assessment of the proposal, writing the responsible authority report to be presented to the Panel with recommendations, and ensuring compliance of any proposal for the life of the development. Further, two Local Government Elected Members sit on all DAPs and vote on all matters.

Where the DAP makes a decision that is unsatisfactory to the proponent and they appeal the matter to the State Administrative Tribunal (SAT), the matter is managed by the Department of Planning, Lands and Heritage and the State Solicitors Office, as the DAP is a creature of the State.

Local Governments often seek to participate in such SAT matters as an interested third party. There is a strong argument for Local Government participation in such matters, as involvement of assessing officers and their understanding of the proposal and local planning framework can aid the SAT in their decision making.

The motion aligns with the intent of WALGA's [planning advocacy positions 6.3 Third Party Appeal rights and 6.4 Development Assessment Panels](#) in relation to both Third Party Appeal Rights and DAPs. While WALGA does not support the ongoing existence of DAPs, the advocacy position provides a number of recommended changes to the system that seek to address Local Government concerns and increase community involvement and transparency.



## 5.2 Land Use Policy

### *Shire of Moora*

#### **RESOLUTION**

**Moved:** President Cr Tracy Lefroy, Shire of Moora  
**Seconded:** Cr Denise Clydesdale-Gebert, Shire of Moora

**That WALGA establish and promote policies to protect and prioritise the preservation of agricultural land against its displacement by non-agricultural activities that lead to a net reduction of the State's productive agricultural land.**

**CARRIED**

#### **MEMBER COMMENT**

The future of the Australian agriculture sector holds tremendous potential, with the United Nations Food and Agriculture Organization (FAO) projecting a global population exceeding 9 billion by 2050, accompanied by a 75% increase in food demand compared to 2012. Expanding populations, especially in countries like China, Indonesia, and India, offer significant opportunities for Australia's agricultural exports.

To harness this potential, it is vital to ensure that our agricultural sector can access the necessary land and water resources. Currently, agriculture remains the dominant land use in Australia, but its share has been declining over the years. Urbanisation, lifestyle living, mining, gas activities, and renewable technology expansion have all contributed to the reduction of productive agricultural land.

The decisions made by governments at all levels can profoundly impact the success of the agriculture sector. We must address the challenges posed by the conversion of agricultural land to other uses, such as carbon sequestration, which may hinder innovative farming practices and compromise agricultural output.

Therefore, WALGA's commitment to preserving existing agricultural land and actively engaging in strategic land use planning is crucial. We should advocate for cohesive planning frameworks that prioritize the value of agricultural land for agricultural purposes.

#### **Background**

In 2005/06, approximately 59% of Australia's land was used for agriculture, covering around 456 million hectares. However, this proportion has been declining, with about a 4% reduction between 1992-93 and 2005-06. Recent data suggests that the decline has accelerated since 2006.

Changes in land use at regional and local levels can significantly impact the agriculture sector, such as displacing agriculture entirely, reducing net productivity, limiting farming practices, and risking essential natural resources like water. This situation is further exacerbated by land conversion to carbon sequestration areas and other non-agricultural uses.

#### **Issue**

The Shire of Moora notes the alarming loss of Wheatbelt agricultural land due to its conversion for carbon sequestration purposes. This conversion locks significant parcels of land away for extended periods, hindering innovative farming practices and shorter-term restorative initiatives. As such, the Shire urges WALGA to commit to a comprehensive strategic approach that actively preserves existing agricultural land from further loss to unproductive uses.



Local, state and federal governments each have responsibilities and decision-making powers that influence access to land for the agriculture sector. The responsibilities and powers are largely enshrined in planning and environmental protection laws.

The Shire of Moora urges WALGA to commit to an active policy of preserving the existing agricultural land mass from further loss to unproductive uses. The Shire encourages WALGA to actively engage in a comprehensive strategic approach that promotes the value of agricultural land in land use planning and establishes cohesive planning frameworks that ensure the preservation of productive agricultural land for agricultural purposes.

### **Call-to-Action**

The Shire of Moora urges WALGA to adopt a policy that actively preserves the existing agricultural land mass from further loss to unproductive uses. Additionally, WALGA should engage in a comprehensive strategic approach to promote the value of agricultural land in land use planning and establish cohesive planning frameworks that ensure the preservation of productive agricultural land for agricultural purposes.

By incorporating these suggested edits, your policy motion will become more focused, specific, and persuasive. It will provide a clearer picture of the issue at hand and the actions necessary to address it effectively. Feel free to make further adjustments as needed to align with your local government's preferences and requirements.

### **SECRETARIAT COMMENT**

Land use planning in Western Australia relies on an interaction between the state planning framework and the local planning framework of each Local Government. The planning framework operates on the principle of 'higher law' where local planning frameworks will only be approved by the State where they are consistent with the objectives, principles and policy measures of the relevant state framework. Policy direction at the state level is generally broader, with the local planning framework expected to deliver state policy measures in more detail in a manner supported by community and in line with local context.

*State Planning Policy 2.5 Rural Planning (SPP2.5)* provides the basis for planning and decision-making for rural and rural living land across Western Australia. The current state planning framework supports protecting prime agricultural land. The first objective of SPP2.5 is:

*to support existing, expanded and future primary production through the protection of rural land, particularly priority agricultural land and land required for animal premises and/or the production of food;*

Further, policy measure 5.1b of SPP2.5 states:

*The WAPC will seek to protect rural land as a state resource by retaining land identified as priority agricultural land in a planning strategy or scheme for that purpose;*

The implementation of these state-wide principles occurs through the local planning framework, including the Local Planning Strategy, Local Planning Scheme and Local Planning Policies.

SPP2.5 encourages Local Governments to identify priority agricultural land in their Local Planning Strategy and, with their community, set objectives and preferred development outcomes for such locations. Such a designation would then flow into a priority agriculture zone in a Local Planning Scheme, with land use permissibility and statutory provisions in line with the principles outlined in the Local Planning Strategy. Following this, a Local Government can develop Local Planning Policies to guide discretionary decision making for proposals on priority agricultural land.





WALGA [advocacy positions 6.1 Planning Principles and 6.2 Planning Reform](#) support the ability of Local Governments to retain the ability to respond to local context and characteristics through Local Planning Frameworks.



## 5.3 Transparency – Management Order Determinations

### Shire of Carnarvon

#### RESOLUTION

**Moved:** President Cr Eddie Smith, Shire of Carnarvon  
**Seconded:** President Cr Cheryl Cowell, Shire of Shark Bay

#### That WALGA:

1. **Advocates for Department of Planning, Lands and Heritage to consult and collaborate with Local Governments in reviewing and publishing its policies, decision making criteria, guidelines and procedures associated with the administration of management orders;**
2. **Ensure the review recognises the cost burden on local governments in managing reserves and options for supporting local governments in meeting that responsibility; and**
3. **Calls for proactive consultation and advice to Local Government management bodies.**

**CARRIED**

#### MEMBER COMMENT

The Shire of Carnarvon, like most Local Governments across the State, have many reserves it manages on behalf of the State Government. The reserve is a form of tenure over Crown Land.

The reserve is usually created for the care of land that is used for community benefit or in the delivery of government services, and local governments have accepted management orders for reserves which comes with the responsibility for the care and control of the reserve, a responsibility that comes at a cost, sometimes a significant cost to the local government.

An extract from the Department of Planning, Lands and Heritage (DPLH) website states:

*“Reserves are not usually granted for long-term economic development or for a commercial purpose or benefit.”<sup>1</sup>*

The use of the word “usually” is ambiguous and subject to interpretation. The question therefore becomes, in what circumstance are leases on reserved land appropriate for a management body to be the lessor? The Shire of Carnarvon is seeking greater transparency on when and how this clause should be applied.

The Shire of Carnarvon has had several examples where an opportunity to recoup reserve management costs via a commercial lease has been offered, but not been able to be progressed due to the stipulation that the local government cannot enter into a commercial leases for a reserve; instead the Shire has been required to relinquish the reserve, or a portion of the reserve, so that the area can be leased direct by the State to the lessee so that the State benefits financially from the lease.

The Shire of Carnarvon is seeking support for a review of that considers the cost to local government for maintaining reserves on behalf of the State and considers and provides transparency for how and

<sup>1</sup> DPLH, (August, 2023) *Crown Land Reserves*. <https://www.wa.gov.au/organisation/department-of-planning-lands-and-heritage/crown-land-reserves>



when commercial leasing could be considered to allow local governments an opportunity to realise a financial return to reinvest into community facilities.

## **SECRETARIAT COMMENT**

A number of Local Governments have recently requested WALGA advocate for the State Government to review Management Order administration, specifically management body leasing approvals.

There have been examples of DPLH delays in resolving matters that enable new, variations to or revocation of Management Orders. The Departments website provides only limited information/guidance and does not provide management bodies (Local Governments) with access to the policies, decision making criteria, procedures and guidelines applied to the administration of Management Orders.

WALGA has been informed that DPLH, under delegated authority, is refusing some Local Government requests for new or renewed leasing of Crown Land subject to Management Orders.



## 5.4 Regional and Remote Housing

### *Shire of East Pilbara*

#### **RESOLUTION**

**Moved: President Cr Anthony Middleton, Shire of East Pilbara**

**Seconded: Cr Wendy McWhirter-Brooks, Shire of East Pilbara**

**That WALGA advocates to the WA State and Commonwealth Governments to address the dire shortage of affordable key worker family housing options in regional and remote towns to encourage families to live and work in regional and remote towns. Social housing is addressed at both the State and Federal levels.**

**CARRIED**

#### **MEMBER COMMENT**

A lack of affordable key worker housing continues to limit small business expansion and attract key workers and their families to remote and regional areas of WA.

Government does a good job addressing the supply of social housing but more investment is needed to provide housing for key workers in remote and regional areas.

Businesses and families should be encouraged to invest in our regional towns and a key part of the solution is addressing shortages in the cost of housing for workers.

#### **SECRETARIAT COMMENT**

A lack of affordable key worker housing is a significant barrier to economic development in many regional areas of the state. This issue was a key finding of research undertaken by WALGA last year to review WALGA's Economic Development Framework and gain contemporary information about how Local Governments in Western Australia support economic development which involved a survey of Local Governments and a series of focus group discussions which also identified barriers and challenges for the sector.

The State Government allocated \$61.6 million in additional funding for the Government Regional Officer Housing (GROH) Program in the 2023-24 State Budget to add new supply and refurbish existing homes to assist with the attraction and retention of key workers in regional areas. WALGA is advocating for the State Government to work with Local Governments on the delivery of this investment to ensure it does not further tighten the housing market in regional WA. The Department of Communities will also spend \$1.1 million to undertake a comprehensive review and reform of the GROH program.

In recent months, State Council approved WALGA's 2023-24 Budget, which included an additional resource to progress the economic development policy agenda. Issues related to housing will be a priority for this new role. The new role is expected to commence in October 2023.



## 5.5 Proposed New WALGA Constitution

### *Executive Motion*

#### **VOTING REQUIREMENT: SPECIAL MAJORITY**

*Amendments to the Constitution require endorsement by a Special (75 percent) Majority of Members at a General Meeting, whether present and voting or not.*

#### **MOTION**

**Moved: Mayor Rhys Williams, City of Mandurah**

**Seconded: President Cr Stephen Strange, Shire of Bruce Rock**

**That a new WALGA Constitution giving effect to an alternate governance model be adopted, as per the attached.**

**LOST**

### **Executive Summary**

- On [5 July](#), a special majority of State Council resolved to put two items to Members at the 2023 WALGA Annual General Meeting (AGM):
  1. To consider a new Constitution to give effect to an alternate governance model; and
  2. To amend the existing Constitution to retain the current governance model with some necessary changes.
- This is the first item, which considers a new Constitution to give effect to an alternate governance model for WALGA as per the [Best Practice Governance Review Final Report](#).
- The alternate governance model would establish a new Board above the existing State Council and Zone structure.
- Membership of the Board would be drawn from State Council representatives, as well as the option to appoint up to 3 'independent' Members.
- The Board would be responsible for the overall governance of WALGA, including financial oversight and strategic direction.
- The role of State Council under the new model would primarily be focused on policy development and advocacy priorities.

### **Attachment**

- Proposed New WALGA Constitution

### **Background**

In March 2022, State Council commissioned the Best Practice Governance Review and appointed a Steering Committee to oversee the Project.

Following the endorsement of a set of Governance Principles by Members at the [2022 Annual General Meeting](#) (AGM), the Steering Committee put forward a [Consultation Paper](#) for feedback from Members. Informed by the Governance Principles, the Paper detailed five possible model options for WALGA's governance structure (including the Current Model).

A total of 99 Council-endorsed submissions were received in response to the model options. After considering both the submissions received and results of independent research conducted with the sector, the Steering Committee produced its [Final Report](#) and recommendation to State Council in February 2023.



At the meeting on [1 March](#) this year, State Council resolved that:

1. *The Best Practice Governance Review Stage 3 Final Report be received;*
2. *The proposed changes to WALGA's governance structure as per the revised Model 1, detailed in the Stage 3 Final Report, be noted;*
3. *Members be engaged on the detail of the model and a Final Report be presented to the May 2023 State Council meeting for consideration;*
4. *Any recommendation to the 2023 AGM include Option 5 as the Current Model and Option 1 as an alternative to the Current Model; and*
5. *Subject to points 1, 2, 3 and 4 above, constitutional changes be developed for consideration by State Council.*

As per point 3 above, feedback was subsequently sought from Members in relation to the proposed alternate model.

A further report detailing the feedback was presented to State Council at its last meeting on [3 May](#). At that meeting, State Council resolved to receive the report, and that:

- Two sets of constitutional changes be developed for consideration by State Council at the July 2023 meeting to be put to the 2023 Annual General Meeting, that:*
- a. *Give effect to the revised Model 1, as per the Best Practice Governance Review Final Report; and*
  - b. *Refine the current constitution to address inconsistencies and other issues while maintaining the current governance model.*

As per the resolution above, two versions of the Association Constitution were presented to State Council for consideration at the meeting on 5 July:

1. The first being a new Constitution, giving effect to an alternate governance model, as per the [Best Practice Governance Review Final Report](#); and
2. The second being a marked-up version of the current Constitution, which retains the current governance model of WALGA, with necessary changes.

State Council [resolved](#) by special majority to put both versions to Members for consideration at the 2023 AGM.

## **Comment**

This item (recommending a new Constitution to give effect to the alternate model) will be presented first, as only one version of the Constitution can be endorsed. If this item does not receive 75 percent approval from Members, the next item (recommending amendments to the *current* Constitution but otherwise maintaining the current governance model) will be presented.

If this item (for a new Constitution) is successfully passed by a special majority of Members, the second item will not be put to the vote.

Amendments to the Constitution require endorsement by a special (75 percent) majority at State Council, as well as a 75 percent majority of Members at a General Meeting.

Assistance was provided by legal firm, Jackson McDonald, in preparing the new constitution for the alternate model.



The following provides a summary of the governance structure under the alternate model, as established by the proposed new WALGA Constitution:

<b>Body</b>	<b>Composition and Term</b>	<b>Role</b>
<b>Board</b>	<p>Minimum of 8 up to a maximum of 11 Board members:</p> <ul style="list-style-type: none"> <li>• President of State Council</li> <li>• Deputy President of State Council</li> <li>• 6 members elected from and by State Council members (3 from Metropolitan; 3 from Country)</li> <li>• Up to 3 'independent' members appointed by the Board for their skills which can include Elected Members. State Council members are not eligible.</li> </ul> <p>Board members elected for a 2 year term; maximum Board Tenure Limit is 8 years (4 terms).</p> <p>The President and Deputy President is limited to 2 terms, maximum limit of 4 years. This maximum is in addition to the Board Tenure Limit, which means a person serving as President or Deputy President (or both) could be a Board member for up to 16 years.</p>	<p>The President is the Chair and the Deputy President is the Deputy Chair.</p> <p>The Board is responsible for the overall governance of WALGA, strategic direction, financial oversight, approving the annual budget, appointing the CEO etc.</p> <p>The Board must consult with State Council before changing boundaries of the Constituencies and/or allocating Ordinary Members to Zones and Constituencies.</p> <p>All Board members have a deliberative vote and it makes decisions by simple majority vote, except to change the powers of the Association, or representation or voting rights on State Council or the number of Zones, which requires an Absolute Majority decision of both the Board and State Council. Amending the Constitution requires a Special Majority decision of the Board, before being put to Members. The Board will meet at least 6 times per year.</p>
<b>State Council</b>	<p>26 State Council members:</p> <ul style="list-style-type: none"> <li>• The President elected from and by the 24 State Council Representatives (Ex officio).</li> <li>• 12 elected by and from Metropolitan Zones</li> <li>• 12 elected by and from Country Zones</li> <li>• The President of Local Government Professionals Australia WA (Ex-officio) – does not have a right to vote.</li> </ul> <p>The Deputy President is elected from amongst and by the 24 State Council members from the alternative constituency to the President. (That is, if the President is from a Metropolitan Zone, the Deputy will be elected from the 12 Country Zone representatives).</p> <p>Once the President is elected, the Zone that they were elected to represent, appoints a replacement to State Council.</p> <p>The primary State Council members elected by the Zones are the primary State Council members, the deputies may attend the State Council meetings and vote if the primary representative is unable to attend. Only primary State Council members are eligible to be elected to the Board.</p>	<p>The President chairs State Council meetings but does not have a deliberative vote (has a casting vote).</p> <p>State Council elects the President, Deputy President and members to the Board.</p> <p>State Council considers matters referred to it by the Board for consultation or approval. State Council decisions are made by voting as per the current process.</p> <p>State Council will meet at least 3 times per year.</p> <p>State Council and the Board composition is based upon the principle that there should be equal representation from both Constituencies.</p>



	<p>State Council members are not eligible to be appointed as an independent Board member.</p> <p>State Council members are elected for a two year term. There is no tenure limit for State Council members.</p>	
<p><b>Zones</b></p>	<p>There are:</p> <ul style="list-style-type: none"> <li>• 5 Metropolitan Zones; and</li> <li>• 12 Country Zones.</li> </ul> <p>The boundaries of the Zones (i.e. Metropolitan v Country) are determined by the Board (in consultation with State Council) and documented in the Corporate Governance Charter.</p> <p>The Zones comprise of representatives from Ordinary Members as determined by the Board (in consultation with State Council).</p> <p>The number of Zones and the number of representatives that may be elected by a Zone to State Council are determined by an Absolute Majority decision of both the Board and State Council.</p>	<p>The Zones elect members to State Council, as follows:</p> <ul style="list-style-type: none"> <li>• Each Country Zone elects one primary representative and one deputy representative to State Council.</li> <li>• In the Metropolitan constituency:             <ul style="list-style-type: none"> <li>○ The North Zone elects 3 primary representatives and a deputy for each to State Council.</li> <li>○ The South Zone elects 3 primary representatives and a deputy for each to State Council.</li> <li>○ The other 3 Zones each elect 2 primary representatives and a deputy for each to State Council.</li> </ul> </li> </ul>





# Association Constitution

**Adopted:** 7 August 2001  
**Amended:** 8 August 2004  
6 August 2006  
5 August 2007  
6 August 2011  
7 August 2013  
3 August 2016  
1 August 2018  
20 September 2021  
18 September 2023



# Constitution

## Preamble

This Constitution serves as the instrument for establishment of the Western Australian Local Government Association (WALGA).

WALGA marks the progression from a structure in which the Western Australian Municipal Association (WAMA) serves as a federation of three separate constituent Associations to a single association tasked with directly representing the needs and interests of all Western Australia.

The Constituent Associations of WAMA were: the Country Shire Councils' Association (dissolved in August 2003), the Country Urban Councils' Association (dissolved in August 2002) and the Local Government Association (dissolved in August 2003).

The establishment of WALGA in 2001 represents an evolution in the process by Local Government to promote more effective representation on behalf of its elected membership and the broader community.

Central to this process is the recognition of the sense of history and significant contribution of WAMA's constituent Associations, both in terms of the creation of WALGA and in the pursuit of aims and objectives on behalf of all Western Australian Local Governments as represented within this Constitution.



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## 1. NAME

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The name of the Association is ***“Western Australian Local Government Association”***.

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## 2. INTERPRETATION

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(1) Throughout this Constitution, if not inconsistent with the context:

***“Absolute Majority”*** means, in relation to the Board, State Council or any General Meeting of the Association, a majority comprising enough of the Board Members, State Council Representatives or Delegates for the time being for their number to be more than 50% of the number of voting positions of Board Members, State Council Representatives or Delegates (whether Present and voting or not);

***“Annual General Meeting”*** means the meeting convened under clause 22 of this Constitution;

***“Association”*** means Western Australian Local Government Association (WALGA);

***“Associate Member”*** means:

- in relation to the Association, those Members of the Association referred to in sub-clause 5(7) and those persons admitted as Associate Members of the Association in accordance with sub-clause 5(11); or
- in relation to a Zone, those Ordinary Members of the Association admitted as Associate Members of a Zone in accordance with sub-clause 14(10);

***“Board”*** means the governing board of the Association established under clause 9;

***“Board Member”*** means a member appointed or elected to the Board;

***“Board Member Representative”*** means a State Council Representative elected to the Board under clause 18A or clause 19;

***“Chief Executive Officer”*** means the Chief Executive Officer of the Association;

***“Code of Conduct”*** means the written guidelines which define the minimum standards of professional conduct and integrity that are expected of all Board Members and State Council Representatives.

***“Commissioner”*** means a commissioner appointed to a Local Government under sections 2.6(4) or 2.36A(3) of the Local Government Act;

***“Constituency”*** means either or both of the Country Constituency and the Metropolitan Constituency (as the case may require);

***“Corporate Governance Charter”*** means the instrument approved by the Board and used to implement good governance policies, procedures and practices;

***“Councillor”*** has the same meaning as under the Local Government Act except that it includes a mayor or president elected by electors and includes a Commissioner;

***“Country Constituency”*** means the Ordinary Members as are grouped within the geographical area of the State of Western Australia as determined by the Board (in consultation with State Council), the details of which are contained in the Corporate Governance Charter;



**“Delegate”** means a Councillor or officer nominated or appointed to represent an Ordinary Member and exercise voting entitlements at General Meetings of the Association pursuant to clauses 22 and 23 of this Constitution, or at a Zone meeting pursuant to clause 14 of this Constitution;

**“Deputy President”** means the Deputy President for the time being of the Association;

**“Ex-officio”** means a person or organisation who has an entitlement to membership of the State Council or another committee, by virtue of their office, but is not entitled to exercise a deliberative vote on any matter before the State Council or another committee;

**“General Meeting”** means an Annual General Meeting or a Special General Meeting (as the case requires).

**“Independent Board Member”** means a person appointed to the Board under clause 9(4);

**“In Writing”** means notice provided by posting or transmission in electronic form;

**“Life Members”** means those persons admitted as Life Members of the Association in accordance with sub-clause 5(9) of this Constitution;

**“Local Government”** means an entity constituted under Part 2 of the Western Australian Local Government Act;

**“Local Government Act”** means the Western Australian *Local Government Act 1995*;

**“Local Government Professionals Australia WA”** means the Western Australian Division of Local Government Professionals Australia;

**“Member”** means:

- in relation to the Association, a Local Government, organisation or person admitted to Ordinary, Life or Associate membership of the Association in accordance with the provisions of this Constitution; or
- in relation to a Zone, those Ordinary Members of the Association that are determined to be members of a Zone with sub-clauses 5(5), 5(6) and 14(2).

**“Metropolitan Constituency”** means the Ordinary Members as are grouped within the geographical area of the State of Western Australia as determined by the Board (in consultation with State Council), the details of which are contained in the Corporate Governance Charter;

**“Ordinary Meeting of the Board”** means one of the six scheduled meetings of the Board referred to under clause 10(1);

**“Ordinary Meeting of the State Council”** means one of the three scheduled meetings of the State Council referred to under clause 12(1);

**“Ordinary Member”** means a Local Government admitted to membership of the Association in accordance with the provisions of this Constitution and includes a new Local Government created pursuant to a merger or amalgamation of existing Local Governments that were Ordinary Members of the Association prior to the merger or amalgamation;

**“President”** means the President for the time being of the Association;

**“Present”** means attendance in person or by electronic means deemed suitable by the Chief Executive Officer;



**“Secretariat”** means the staff of the Association appointed from time to time by the Chief Executive Officer or, in the case of the Chief Executive Officer, by the Board;

**“Special General Meeting”** means the meeting convened under clause 23 of this Constitution.

**“Special Majority”** means, in relation to the Board or of any General Meeting of the Association, a majority comprising enough of the Board Members or the Delegates for the time being for their number to be at least 75% of the total number of Board Members or Delegates (whether Present and voting or not);

**“Special Meeting of the Board”** means any Board meeting that is not an Ordinary Meeting of the Board;

**“Special Meeting of the State Council”** means any State Council meeting that is not an Ordinary Meeting of the State Council;

**“Simple Majority”** means, in relation to the State Council or any General Meeting of the Association, a majority comprising enough of the the State Council Representatives or Delegates for the time being for their number to be more than 50% of the number of State Council Representatives or Delegates that are Present;

**“State Council”** means the advisory policy council established pursuant to clause 11;

**“State Council Representative”** means a member on the State Council elected or appointed by the Constituencies in accordance with the provisions of sub-clauses 11(1) and 11(2) (or 17(4) as applicable) as the primary representative (and not as the deputy representative);

**“Transitional Provisions”** means those provisions of this Constitution appearing in Schedule Three;

**“WALGA”** means the Western Australian Local Government Association constituted under section 9.58 of the Local Government Act; and

**“Zone”** means a geographically based subdivision containing Ordinary Members and incorporated within a Constituency as determined under clause 14(3) and reflected in the Register of Zone Membership referred to in sub-clause 14(9).

- (2) In this Constitution:
- (a) a reference to any written law, whether specific or general, includes a reference to all amendments, modifications, re-enactments or replacements and includes all orders, ordinances, regulations, rules and by-laws made under or pursuant to that written law;
  - (b) words meaning persons include natural persons, corporations and associations; and
  - (c) the headings shall not affect the interpretation or construction of this Constitution.

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### 3. OBJECTS

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The objects of the Association shall be:

- (a) to provide a united voice for Local Government in Western Australia;
- (b) to promote the credibility and profile of Local Government;
- (c) to speak on behalf of Local Government in Western Australia;
- (d) to represent the views of the Association to the State and Federal Governments on financial, legislative, administration and policy matters;
- (e) to provide services to Local Government in Western Australia;
- (f) to promote Local Government issues of importance by involvement with national bodies;



- (g) to do all and any such other things as in the opinion of the Board may conveniently be carried on by the Association or which promote or assist or are incidental or conducive to the attainment of these objects or any of them, or anything considered beneficial to the members of the Association; and
- (h) to use the property and income of the Association solely for the promotion of the objects or purposes of the Association. No part of the property or income of the Association may be paid or otherwise distributed, directly or indirectly, to Members of the Association, except in good faith in the promotion of those objects or purposes.

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#### **4. POWERS**

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- (1) The Association shall have such specific powers as may be vested in it from time to time by the Ordinary Members or as amended under this Constitution. The initial powers of the Association are set out in the Register of Powers (Schedule One).
- (2) The powers of the Association may be added to, amended, withdrawn, modified or substituted in accordance with the provisions of sub-clauses 10(6) and 12(5).
- (3) The Chief Executive Officer shall keep an up-to-date copy of the Register of Powers which records all changes and the dates thereof. The Register of Powers shall be open for inspection to the representatives of Ordinary Members during office hours and on reasonable notice.
- (4) Subject to obtaining the requisite majority support, the Association shall have general power to act in connection with all other matters in its discretion.
- (5) The Association may do all acts and things as are necessary, incidental or conducive to the attainment or execution of its objects and shall have all the powers conferred on an association constituted under section 9.58 of the Local Government Act including, but without limitation, power to:
  - (a) acquire hold and dispose of real and personal property;
  - (b) accept any gift of any real or personal property or any interest or estate in that property or disclaim the benefit of any such gift;
  - (c) sue and be sued; and
  - (d) do all things that bodies corporate may do.

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#### **5. MEMBERSHIP OF THE ASSOCIATION**

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- (1) Three classes of membership to the Association shall be available:
  - (a) Ordinary Membership;
  - (b) Associate Membership; and
  - (c) Life Membership.
- (2) Ordinary Membership of the Association shall be open to all Local Governments.
- (3) Ordinary Membership shall be immediately conferred upon any new Local Government created by the merger of existing Local Governments that were Ordinary Members of the Association prior to the merger, provided that all membership fees and subscriptions owed to the Association up to the date of merger by the predecessor Local Government of that new Local Government have been paid.
- (4) An Ordinary Member shall belong to either the Metropolitan Constituency or the Country Constituency, but not both.
- (5) Subject to clause 5(6), the membership of Ordinary Members to Zones shall be determined from time to time by the Board in consultation with State Council.



- (6) The Board, on application from an Ordinary Member and in consultation with State Council, may resolve to permit an Ordinary Member to be a member of an alternate Constituency. In considering any application made pursuant to this subclause, the Board shall give regard to the reasons provided in support of the application and any views expressed by Ordinary Members within the two Constituencies. The Board may (in consultation with State Council) approve or refuse any application, advising accordingly and including any reason therefore.
- (7) Associate Members shall be:
  - (a) the Local Government Professionals Australia WA; and
  - (b) any other Associate Member admitted to membership pursuant to sub-clause 5(11).
- (8) Associate Members are ineligible to vote at all meetings of the Association.
- (9) The Board from time to time will determine nominations for Life Membership of the Association.
- (10) Additional Ordinary Members may be admitted from time to time through a decision of the Board.
- (11) Any person or organisation seeking admission as an Associate Member shall make written application to the Chief Executive Officer. The Board or its delegate shall consider the application and may admit or refuse the applicant, advising accordingly including any reason therefore.
- (12) If an application for membership is granted, the membership shall commence upon payment of the appropriate subscription.
- (13) The Chief Executive Officer shall keep and maintain in an up-to-date condition a Register of the Members of the Association. The Register shall be open for inspection to the representatives of Ordinary Members during office hours and on reasonable notice.

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## **6. TERMINATION OF MEMBERSHIP OF THE ASSOCIATION**

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- (1) Membership of the Association may be terminated upon:
  - (a) receipt by the Chief Executive Officer of not less than 3 months notice in writing from a Member requesting to withdraw from membership of the Association; or
  - (b) non-payment by a Member of the required subscription within three months of the date fixed by the Board for subscriptions to be paid, unless the Board decides otherwise; or
  - (c) expulsion of a Member in accordance with clause 30.
- (2) Pursuant to subclause 6(1), where the membership of an Ordinary Member is terminated, the Chief Executive Officer shall remove the name of the Ordinary Member from the Register of the Members of the Association and that Ordinary Member shall cease to be a Member of the Association.
- (3) A Member who withdraws from membership to the Association shall not be entitled to a refund of any portion of such subscription as the Member will have paid in advance for the period up to and including 30 June of that year.

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## **7. BUDGET**

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- (1) The Association's Budget shall be prepared annually by the Chief Executive Officer in consultation with the Board, including such other Committees as the Board may deem expedient pursuant to clause 21.
- (2) The Budget shall be submitted to the Board for approval not later than 31 July prior to the financial year to which it relates.



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## **8. SUBSCRIPTION**

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- (1) The annual subscriptions of all Members of the Association shall be as determined by the Board.
- (2) Subscription levels shall be submitted for approval by the Board together with the relevant Budget each year.
- (3) Subscriptions shall be due and payable on such date or dates as the Board may decide having regard to all relevant circumstances.

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## **9. THE BOARD**

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- (1) The Board is the governing board of the Association, responsible for the management and affairs of the Association.
- (2) The Board may exercise all of the powers of the Association except those which must, under this Constitution, be exercised by the State Council or the Members at a General Meeting.
- (3) The Board must consist of a minimum of 8 and a maximum of 11 members, comprising the following:
  - (a) The President;
  - (b) The Deputy President;
  - (c) 3 Board Member Representatives elected by State Council from amongst State Council Representatives from the Metropolitan Constituency;
  - (d) 3 Board Member Representatives elected by State Council from amongst State Council Representatives from the Country Constituency; and
  - (e) up to 3 eligible Independent Board Members appointed by the Board from time to time on the basis of their skills, experience or background.
- (4) In respect of the appointment of an Independent Board Member, the Board may determine its own procedures and:
  - (a) a State Council Representative is not eligible to be appointed;
  - (b) a Councillor or, subject to clause 9(4)(a), any other person is eligible to be appointed, subject to meeting any additional eligibility criteria, qualification or experience requirements determined by the Board (if any); and
  - (c) the person appointed, holds office for a term of two years from the date of their appointment, and subject to this clause and clause 9(5), is eligible for re-appointment.
- (5) An Independent Board Member may not serve as an Independent Board Member for more than four consecutive terms.
- (6) A Board Member Representative, the President and Deputy President is elected by State Council for a term as determined under clauses 16 – 19.
- (7) A deputy representative of a Zone as elected to State Council is not eligible to be elected as a Board Member Representative.
- (8) Subject to clauses 9(9) and 9(10), a Board Member Representative may not serve as a Board Member Representative for more than four consecutive terms.
- (9) A person serving as the President or Deputy President may not serve in that role for more than two consecutive terms, but for the avoidance of doubt, may serve two consecutive terms as President and two consecutive terms as Deputy President.





- (10) The Board tenure limit for a Board Member Representative is separate and in addition to the tenure limit for the role of the President or Deputy President.

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## **10. BOARD PROCEEDINGS**

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- (1) The Board must meet together for the dispatch of business not less than six times in each calendar year.
- (2) Ordinary Meetings of the Board shall be called by the Chief Executive Officer in accordance with the Corporate Governance Charter.
- (3) Special Meetings of the Board shall be called by the Chief Executive Officer by providing notice to Board Members of the date, time, place and purpose of the meeting upon the written request of the President or at least three Board Members.
- (4) Each Board Member Present shall be entitled to exercise one (1) deliberative vote on any matter considered by the Board (including the person presiding at the meeting).
- (5) Subject to clauses 10(6), 10(7) and 29(1), any resolution put forward at a Board meeting must be passed by a majority of Board Members Present.
- (6) The following resolutions shall not be passed by the Board unless they receive an Absolute Majority of the Board and of State Council:
- (a) any addition, amendment, withdrawal, modification or substitution to, of or in the powers of the Association; or
  - (b) any allocation or change in allocation of any representation or voting rights on the State Council; or
  - (c) any change to the number of Zones.
- (7) In the event of there being an equality of votes in respect of a matter considered by the Board, the person presiding at the meeting does not have a casting vote.
- (9) At any meeting of the Board, at least 50% of Board Members in office (rounded up to the nearly whole number), Present and entitled to vote shall form a quorum.
- (10) The President shall preside at all meetings of the Board.
- (11) In the absence of the President, or if the President is unwilling or unable to preside, the Deputy President shall preside at a meeting of the Board.
- (12) In the absence of both of the President and Deputy President, or if they are unwilling or unable to preside, the Board shall choose a Board Member to preside at the Board meeting.
- (13) The Board must establish a Corporate Governance Charter.
- (14) The Board must establish a Code of Conduct to which all Board Members and State Council Representatives must comply.
- (15) Subject to this Constitution, the Board Members Present at a Board meeting may determine the procedure and order of business to be followed at the Board meeting.
- (16) The Board is responsible for establishment and review of the processes which are to be applied by the Zones to determine the election of their representatives and deputy representatives to the State Council.



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## 11. STATE COUNCIL

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- (1) The State Council is to be a policy advisory council. Members of the State Council are:
  - (a) 12 Councillors elected as primary representatives from amongst the Delegates to the Zones of the Metropolitan Constituency;
  - (b) 12 Councillors elected as primary representatives from amongst the Delegates to the Zones of the Country Constituency;
  - (c) The President (Ex-officio); and
  - (d) The President of Local Government Professionals Australia WA (Ex-officio).
- (2) The primary State Council Representatives and deputy representatives to the State Council shall be elected by Zones of the Constituencies from amongst the Delegates to the Zones (in accordance with the procedures set out in the Corporate Governance Charter) for a term commencing on the day of the first Ordinary Meeting of State Council immediately following the biennial Local Government elections and concluding on the day before the first Ordinary Meeting of State Council of the following biennial Local Government elections.
- (3) The Secretariat shall be the body responsible for coordinating the nominations and election processes by which the Zones of the Constituencies elect their primary representatives and deputy representatives to the State Council.
- (4) A deputy representative elected from amongst the Delegates to that Zone to act in the capacity of a primary representative unable to attend a meeting of the State Council shall exercise all rights of that representative at a State Council meeting, except that a deputy representative is not eligible to be elected as a Board Member Representative.
- (5) If for any reason, a primary representative or deputy representative is unable to hold office for the full period for which the primary representative or deputy representative was appointed to State Council, the affected Zone shall be entitled to fill that vacancy by appointing some other Councillor from within that Zone as a primary representative or deputy representative. The primary representative or deputy representative so appointed shall hold office on State Council for the balance of the term of the primary representative or deputy representative originally elected.
- (6) The State Council must conduct the elections for President, Deputy President and the Board Member Representatives, from amongst State Council Representatives in accordance with the provisions in this Constitution and ensure an equal representation from the Constituencies, at the first Ordinary Meeting of State Council following the biennial Local Government elections.

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## 12. PROCEEDINGS OF STATE COUNCIL

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- (1) The State Council must meet together for the dispatch of business not less than three times in each calendar year.
- (2) Ordinary Meetings of the State Council shall be called by the Chief Executive Officer in accordance with the Corporate Governance Charter.
- (3) Special Meetings of the State Council shall be called by the Chief Executive Officer by providing notice to State Council Representatives of the date, time, place and purpose of the meeting upon the written request of the President or at least one quarter of State Council Representatives.
- (4) Each State Council Representative shall be entitled to exercise one (1) deliberative vote on any matter considered by the State Council provided that this clause shall not apply to any Ex-officio members of the State Council. The President shall exercise a casting vote only, in the event of there being an equality of votes in respect of a matter considered by the State Council but



excluding an election held in accordance with Clause 16 in which the President is entitled to a deliberative vote only.

- (5) Except as provided in this clause, all motions at a State Council meeting shall be passed by a Simple Majority of the State Council Representatives, or by their deputy representatives, Present and entitled to vote. The following resolutions shall not be passed by the State Council unless they receive an Absolute Majority of State Council:
  - (a) any addition, amendment, withdrawal, modification or substitution to, of or in the powers of the Association; or
  - (b) any allocation or change in allocation of any representation or voting rights on the State Council; or
  - (c) any change to the number of Zones.
- (6) At any meeting of the State Council, thirteen (13) State Council Representatives Present and entitled to vote shall form a quorum.
- (7) The President shall preside at all meetings of the State Council.
- (8) In the absence of the President, or if the President is unwilling or unable to preside, the Deputy President shall preside at a meeting of the State Council. In presiding, the Deputy President shall be entitled to exercise one (1) deliberative vote in respect of a matter considered by the State Council, and in the event of there being an equality of votes in respect of a matter considered, shall exercise a casting vote.
- (9) In the absence of the President and Deputy President, or if they are unwilling or unable to preside, the State Council shall choose a State Council Representative to preside at the meeting of the State Council. The representative chosen to preside shall exercise a deliberative vote in respect of a matter considered by the State Council, and in the event of there being an equality of votes in respect of a matter being considered, shall exercise a casting vote.
- (10) State Council shall adopt Standing Orders that will apply to all meetings.

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### **13. CHIEF EXECUTIVE OFFICER AND SECRETARIAT**

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- (1) The Board may appoint a Chief Executive Officer at such remuneration and on such terms and conditions and with such powers, authorities, discretions and duties as it deems appropriate and may terminate the appointment of the Chief Executive Officer.
- (2) The Board may delegate to the Chief Executive Officer the exercise of any of its powers or the discharge of any of its duties under this Constitution from time to time in such manner as the Board determines and as set out in the Corporate Governance Charter or in Schedule Two. The Chief Executive Officer shall be responsible for the establishment and maintenance of a Register of Powers, Authorities, Discretions and Duties delegated by the Board.
- (3) Subject to the control of the Board, the Chief Executive Officer shall be solely responsible for the appointment of the staff of the Secretariat and the administration of the Association.
- (4) The Chief Executive Officer shall be the custodian of records, books, documents and securities of the Association.

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### **14. ZONES**

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- (1) Ordinary Members of the Association shall be grouped into Zones of the Metropolitan and Country Constituencies.



- (2) Subject to clause 5(6), the membership of Ordinary Members to Zones shall be determined from time to time by the Board in consultation with State Council.
- (3) The number of Zones shall be determined from time to time by the Board and State Council under clauses 10(6)(c) and 12(5)(c) accordingly.
- (4) Each Ordinary Member of a Zone shall be entitled to be represented by a Delegate or Delegates elected or appointed by the Member to represent its interests. Zones shall determine the number of Delegates to which each Member is entitled to be represented by on the Zone.
- (5) The term of a person who is a Delegate of an Ordinary Member of a Zone expires when the person:
  - (a) dies;
  - (b) ceases to be a Councillor of the Ordinary Member;
  - (c) resigns the position by notice in writing given to the Ordinary Member who elected or appointed the person as its delegate and the resignation is accepted;
  - (d) becomes a member of State or Federal Parliament;
  - (e) is convicted of an offence under the *Local Government Act 1995*;
  - (f) is permanently incapacitated by mental or physical ill-health; or
  - (g) is the subject of a resolution passed by the Ordinary Member who appointed the person as its delegate terminating their appointment as the delegate of that Ordinary Member.
  - (h) is a Councillor that has been suspended by the Minister for Local Government under part 8 of the Local Government Act.
- (6) The management and affairs of the Zone shall be vested in the Delegates that are elected or appointed to the Zone by each Member of the Zone.
- (7) The functions of each Zone shall be:
  - (a) electing a representative or representatives and deputy representative or deputy representatives to the State Council;
  - (b) considering the State Council agenda;
  - (c) providing direction and/or feedback to their representative or representatives on the State Council; and
  - (d) any other functions deemed appropriate by the members of the Zone.
- (8) An application for change in membership between Zones may only be made by the Member seeking to change its membership and with the approval of the receiving Zone.
- (9) Applications for changes in membership between Zones shall be determined by the Board (in consultation with State Council). In considering such applications, the Board shall give regard to the reasons provided in support of the application and any views expressed by the Zones directly affected by the application and the views of State Council. The Board (in consultation with State Council) may approve or refuse any application, advising accordingly and including any reason therefore.
- (10) The Chief Executive Officer is to keep and maintain in an up-to-date condition a Register of Zone Membership, which may be varied from time to time by the Board. Upon request of an Ordinary Member, the Chief Executive Officer shall make the Register available for inspection by the representatives of an Ordinary Member during office hours and on reasonable notice.
- (11) A Zone may, from time to time, resolve to admit an Ordinary Member or Associate Member of the Association from outside their existing membership as an Associate Member of their Zone. In considering whether to admit an Ordinary Member or an Associate Member of the Association as an Associate Member of a Zone, the Zone shall give regard to the significance of communities of interest between the existing membership of the Zone and the Ordinary Member or Associate Member of the Association that is seeking to become an Associate Member of the Zone.



- (12) Subject to subclause (12), Zones shall determine the participation of any Associate Member admitted to the Zone, including the extent to which the representatives of an Associate Member may speak to and vote on matters considered by the Zone.
- (13) An Associate Member of a Zone may not:
  - (a) nominate a delegate for election to any office of the Zone;
  - (b) participate in an election held for any office bearer of the Zone; or
  - (c) vote on any matter considered by the Zone requiring a 75% majority.

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## **15. ANNUAL REPORT AND AUDITED FINANCIAL STATEMENTS**

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Prior to the Annual General Meeting, the President and Chief Executive Officer shall prepare the President's annual report and audited financial statements of the Association for presentation to Members at the Annual General Meeting.

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## **16. ELECTION PROCEDURE**

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Any election, other than to elect the President or Deputy President, held by the Association shall be conducted as follows:

- (a) the Chief Executive Officer or his/her delegate shall act as returning officer;
- (b) representatives are to vote on the matter by secret ballot;
- (c) votes are to be counted on the basis of "first-past-the post";
- (d) if the election is to fill one vacancy, the candidate who receives the greater or greatest number of votes is elected;
- (e) if the election is to fill two or more vacancies, the candidates elected are –
  - i. the candidate who receives the greatest number of votes; and
  - ii. the candidate who receives the next highest number of votes; and
  - iii. the candidate who receives the next highest number of votes,and so on up to the number of vacancies to be filled; and
- (f) if two or more candidates receive the same number of votes so that sub-section (d) or (e) cannot be applied, the Chief Executive Officer is to draw lots in the presence of any scrutineers who may be Present to determine which candidate is elected.

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## **17. ELECTION PROCEDURE – PRESIDENT AND DEPUTY PRESIDENT**

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An election to elect the President or Deputy President shall be conducted as follows:

- (a) the Chief Executive Officer or his/her delegate shall act as returning officer;
- (b) representatives are to vote on the matter by secret ballot;
- (c) votes are to be counted on the basis of "first-past-the-post";
- (d) the candidate who receives the greatest number of votes is elected;
- (e) if there is an equality of votes between two or more candidates who are the only candidates in, or remaining in, the count, the count is to be discontinued, and the meeting adjourned for not more than 30 minutes;
- (f) any nomination for the office may be withdrawn, and further nominations may be made, before or when the meeting resumes;
- (g) when the meeting resumes, an election will be held in accordance with sub-sections (a), (b), (c) and (d);
- (h) if two or more candidates receive the same number of votes so that sub-section (d) cannot be applied, the Chief Executive Officer is to draw lots in the presence of any scrutineers who may be Present to determine which candidate is elected.



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## **18. PRESIDENT**

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- (1) Subject to subclause 17(3) of this Constitution, the State Council shall elect the President from amongst the primary State Council Representatives.
- (2) The President shall be elected by the State Council at the first Ordinary Meeting of State Council following the biennial Local Government elections for a term commencing from the date of the election for President and concluding on the day of the first Ordinary Meeting of State Council held after the next following biennial Local Government elections.
- (3) A person, other than the incumbent President of the Association, shall not be eligible for election as President unless they have first been elected as a State Council Representative.
- (4) The Constituency from which the President is elected has the right to nominate a further representative to the State Council, with that representative being drawn from the same Zone and entitled to serve for the same term as their originally nominated representative.
- (5) Where the incumbent President seeks and is re-elected for a consecutive term, subject to clause 19(6), that person shall not hold office as President beyond two (2) full consecutive terms.

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## **19. ROTATION OF PRESIDENCY**

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- (1) At an election for the position of President conducted under sub-clause 17(2), only the incumbent President, subject to complying with sub-clause 17(5), or State Councillors from the alternate Constituency to the incumbent President will be eligible to be elected.
- (2) At an election for the position of President conducted under Clause 19, only State Councillors from the alternate Constituency to the incumbent President will be eligible to be elected.

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## **20. DEPUTY PRESIDENT**

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- (1) Following determination of the election of the President pursuant to clause 17 of this Constitution, the State Council shall elect a Deputy President from amongst its State Council Representatives, provided the Deputy President represents the alternate Constituency to the President elected pursuant to clause 17.
- (2) The Deputy President shall be elected by the State Council at the first Ordinary Meeting of State Council following the biennial Local Government elections for a term commencing from the date of the election for Deputy President and concluding on the day of the first Ordinary Meeting of State Council held after the next following biennial Local Government elections.
- (3) Prior to expiration of a term of office, a Deputy President may seek re-election for a consecutive term.
- (4) Where a Deputy President seeks and is re-elected for a consecutive term, subject to clause 19(6), that person shall not hold office as Deputy President beyond two (2) full consecutive terms.

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## **21. BOARD MEMBER REPRESENTATIVES**

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- (1) Following determination of the election of the President pursuant to clause 17 of this Constitution, and the election of the Deputy President pursuant to clause 18 of this Constitution, the State Council shall elect 6 Board Member Representatives from amongst its State Council



Representatives, provided that 3 are from the Metropolitan Constituency and 3 are from the Country Constituency.

- (2) The Board Member Representatives shall be elected by the State Council at the first Ordinary Meeting of State Council following the biennial Local Government elections for a term commencing from the date of the election for the Board Member Representatives and concluding on the day of the first Ordinary Meeting of State Council held after the next following biennial Local Government elections.
- (3) Prior to expiration of a term of office, a Board Member Representative may seek re-election for a consecutive term.
- (4) Where a Board Member Representative seeks and is re-elected for a consecutive term, subject to clause 19(9), that person shall not hold office as Board Member Representative beyond four (4) full consecutive terms.

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## **22. VACANCY – PRESIDENT, DEPUTY PRESIDENT AND BOARD MEMBER REPRESENTATIVES**

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- (1) If the office of the President becomes vacant or if for any other reason the President is unable to take or hold office at a period which exceeds six months from the date of the next scheduled election for that office, then the State Council shall meet to elect from among their number a President who, subject to this Constitution, shall hold the office of President for the balance of the term of the President replaced.
- (2) Where a vacancy occurs in the office of President at a period which is six months or less from the date of the next scheduled election for that office, the State Council may convene a meeting to elect from among their number a President who, subject to this Constitution, shall hold the office of President for the balance of the term of the President replaced, or the State Council may in its discretion, determine that the vacancy be filled by the Deputy President until the date of the next scheduled election.
- (3) An election pursuant to sub-clause 19(1) or sub-clause 19(2) shall cause the office of Deputy President to be declared vacant immediately prior to the conduct of the election.
- (4) Following an election pursuant to sub-clause 19(1) or sub-clause 19(2) an election pursuant to Clause 19(5) will be conducted for the office of Deputy President from amongst representatives of the alternative Constituency to that of the President just elected.
- (5) If the office of Deputy President becomes vacant or if for any other reason the Deputy President is unable to take or hold office, then the State Council shall meet to elect from among their number a Deputy President who shall hold the office for the balance of the term of the Deputy President replaced, provided the Deputy President represents the alternate Constituency to that of the President.
- (6) A State Council Representative elected to fill a vacancy of President or Deputy President pursuant to this clause 19 shall still be eligible for election for a subsequent two (2) full consecutive terms.
- (7) If a Board Member Representative is elected to fill a vacancy of President or Deputy President pursuant to this clause 19, their position as a Board Member Representative is declared vacant.
- (8) If the office of a Board Member Representative becomes vacant or if for any other reason the Board Member Representative is unable to take or hold office, then the State Council shall meet to elect from among their number a Board Member Representative who shall hold the office for the balance of the term of the Board Member Representative replaced, provided the new Board Member



Representative represents the same Constituency as the Board Member Representative who is being replaced.

- (9) A State Council Representative elected to fill a vacancy of Board Member Representative pursuant to this clause 19 shall still be eligible for election for a subsequent four (4) full consecutive terms.

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## **23. VACATION OF OFFICE**

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A person shall cease or be disqualified from being a Board Member, a representative or deputy representative on the State Council or from being President or Deputy President of the Association, if that person:

- (a) dies;
- (b) except in respect of an Independent Board Member, ceases to be a Councillor of the Ordinary Member;
- (c) resigns the position by notice in writing delivered or sent by post to the Chief Executive Officer, and such resignation is accepted;
- (d) is a member of State or Federal Parliament;
- (e) is convicted of an offence under the Local Government Act;
- (f) is permanently incapacitated by mental or physical ill-health;
- (g) is absent from more than 3 consecutive Ordinary Board or Ordinary State Council meetings (as applicable);
- (h) except in respect of an Independent Board Member, is a member of a Local Government that ceases to be a member of the Association;
- (i) except in respect of an Independent Board Member, is the subject of a resolution passed by the Zone from which that person was originally elected terminating his or her appointment as a representative or deputy representative of that Zone, except where that person is the subject of any resolution consequent upon his or her being elected President of the Association and in pursuance of sub-clause 17(4);
- (j) is a Councillor that has been suspended by the Minister for Local Government under Part 8 of the Local Government Act; or
- (k) is a candidate for election to State or Federal Parliament on or after the date the election writ is issued.

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## **24. COMMITTEES AND SUB-COMMITTEES**

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- (1) The Board may from time to time as it may deem necessary or expedient appoint, delegate or refer to any person or committee any of its powers, duties and functions as it thinks fit except the powers to:
  - (a) acquire, hold and dispose of real property;
  - (b) borrow money;
  - (c) set subscription levels; and
  - (d) progress any matter requiring a decision of the Board pursuant to sub-clause 10(6) of this Constitution.
- (2) The person or the members of any committee so appointed shall not be required to be representatives on the Board.
- (3) Any person or committee in the exercise of the powers, duties or functions so delegated or referred to it shall observe and perform any rules, regulations and directions that may be made by the Board.
- (4) Subject to the Corporate Governance Charter, each Committee shall elect a Chair from the members of the Committee.





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## **25. ANNUAL GENERAL MEETING**

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- (1) The Annual General Meeting of the Association shall be held at a date to be determined by the Board, provided that such date occurs prior to 31 October each year.
- (2) The Chief Executive Officer shall give at least ninety (90) days' notice of the date of the Annual General Meeting and the closing date on which notice of proposed business for the Annual General Meeting will be received by posting notice thereof to each Ordinary Member at the address appearing in the records of the Association for the time being. Such notice shall be deemed to have been delivered to the Ordinary Member immediately if transmitted electronically or on the second date after posting.
- (3) At an Annual General Meeting, greater than one half of the Delegates of Ordinary Members who are eligible to vote and are Present constitute a quorum.
- (4) At each such Annual General Meeting the order of business shall be as follows:
  - (a) attendance, apologies and announcements;
  - (b) confirmation of minutes from last Annual General Meeting;
  - (c) adoption of President's annual report;
  - (d) consideration of annual financial statements; and
  - (e) consideration of Executive and Member motions.
- (5) In respect of the Annual General Meeting:
  - (a) a notice of motion may only be submitted by the Board or an Ordinary Member; and
  - (b) a motion may only be moved seconded or voted upon by a delegate of an Ordinary Member.
- (6) An agenda paper shall be forwarded by the Chief Executive Officer to each Ordinary Member, at the address appearing in the records of the Association for the time being, at least thirty (30) days before the date of the Annual General Meeting. The agenda paper shall be deemed to have been delivered to the Ordinary Member immediately if transmitted electronically or on the second date after posting.
- (7) Where the Board considers that a direction or decision from an Annual General Meeting has been made without information of a material nature or in circumstances which have materially altered and such direction or decision is not in the best interests of the Association, the Board may decline to follow that direction or decision and, in that event, the Chief Executive Officer by notice shall advise the Ordinary Members of the decision of the Board and the reasons for that decision.
- (8) Notwithstanding the provisions of sub-clause (7), the Board is required to give consideration to any direction or decision made at an Annual General Meeting in its discharge of responsibilities and functions.

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## **26. SPECIAL GENERAL MEETING**

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- (1) A Special General Meeting shall be called by the Chief Executive Officer upon the instructions of the Board or the written demand of not less than any twenty (20) Ordinary Members.
- (2) The Chief Executive Officer shall give at least thirty (30) days notice of any Special General Meeting by posting notice thereof to each Ordinary Member at the address appearing in the records of the Association for the time being. Such notice shall specify the nature of the business to be transacted at the Special General Meeting and shall be deemed to have been delivered immediately if transmitted electronically or on the second date after posting.



- (3) At a Special General Meeting, greater than one half of the Delegates of Ordinary Members who are eligible to vote and are Present constitute a quorum.
- (4) Where the Board considers that a direction or decision from a Special General Meeting has been made without information of a material nature or in circumstances which have materially altered and such direction or decision is not in the best interests of the Association, the Board may decline to follow that direction or decision and, in that event, the Chief Executive Officer by notice shall advise the Ordinary Members of the decision of the Board and the reasons for that decision.
- (5) Notwithstanding the provisions of sub-clause (4), the Board is required to give consideration to any direction or decision made at a Special General Meeting in its discharge of responsibilities and functions.

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## **27. REPRESENTATION AND VOTING AT GENERAL MEETINGS**

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- (1) Subject to this Constitution, each Ordinary Member shall be entitled to be represented at any Annual General Meeting or Special General Meeting of the Association by two (2) Delegates.
- (2) A Delegate shall be entitled to one (1) deliberative vote at the Annual General Meeting or Special General Meeting of the Association.
- (3) A Delegate unable to attend any Annual General Meeting or Special General Meeting shall be entitled to cast a vote by proxy. A proxy shall be in writing and shall nominate the person in whose favour the proxy is given which person need not be a Delegate. Proxy authorisations shall be delivered to the Chief Executive Officer before the commencement of the General Meeting at which the proxy is to be exercised and shall be signed by the Delegate or by the Chief Executive Officer of the Ordinary Member that nominated the Delegate.
- (4) Except as provided in this Constitution, all matters considered at an Annual General Meeting or Special General Meeting of the Association shall be passed by a Simple Majority of the Ordinary Members' Delegates or by a duly authorised proxy vote exercised on their behalf.

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## **28. MINUTES OF MEETINGS OF ASSOCIATION**

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- (1) The Chief Executive Officer must cause proper minutes of all proceedings of all General Meetings, Board meetings and State Council meetings to be taken and then to be entered within 30 days after the holding of each General Meeting, Board meeting or State Council meeting, as the case requires, in a minute book kept for that purpose.
- (2) The President must ensure that the minutes taken of a General Meeting, Board meeting or State Council meeting under sub-clause (1) are checked and signed as correct by the person who presided at the General Meeting, Board meeting or State Council meeting to which those minutes relate or by the person who presides at the next succeeding general meeting, Board meeting or State Council meeting, as the case requires.
- (3) When minutes have been entered as correct under this clause, they are, until the contrary is proved, evidence that:
  - (a) the General Meeting, Board meeting or State Council meeting to which they relate (in this sub-clause called "the meeting") was duly convened and held;
  - (b) all proceedings recorded as having taken place at the meeting did in fact take place at the meeting; and
  - (c) all appointments or elections purporting to have been made at the meeting have been validly made.



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## **29. AUDIT**

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- (1) At least once a year the Board shall cause the Association's accounts to be audited by a person or persons appointed by the Board or its delegated body.
- (2) The accounting records of the Association shall be open for inspection by the representatives of Ordinary Members during office hours and on reasonable notice.

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## **30. BANKING**

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- (1) All moneys received by the Association shall be banked into an operating account established by the Board, in the name of the Association.
- (2) Payments drawn on the account and other documents relating to such account shall be authorised by the Chief Executive Officer and such other authorised persons as the Board may deem appropriate.
- (3)
  - (a) The operating account to be so established, may be utilised for the purposes of paying salaries and operating expenses and for other purposes authorised by a decision of the Board.
  - (b) The Board on the advice of the Chief Executive Officer, may appoint any member of the Secretariat to manage the operating account.

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## **31. COMMON SEAL**

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- (1) The Association shall have a common seal on which its corporate name appears in legible characters.
- (2) The common seal of the Association must not be used without the approval of the Board and every use of that common seal must be recorded in the minutes of the Board meeting.
- (3) The affixing of the common seal of the Association must be witnessed by any two of the Chief Executive Officer and any Board Member.
- (4) The common seal of the Association must be kept in the custody of the Chief Executive Officer or of such other persons as the Board from time to time decides.

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## **32. AMENDMENT TO THE CONSTITUTION**

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The Constitution of the Association may be altered, added to or repealed by:

- (1) A Special Majority resolution at any meeting of the Board; and
- (2) A resolution at an Annual General Meeting or Special General Meeting passed by a Special Majority of Delegates or duly authorise a proxy vote to be exercised on their behalf, provided that:
  - (a) 75% of Ordinary Members who are eligible to vote are present or represented; and
  - (b) the Chief Executive Officer has given not less than sixty (60) days notice of any proposal to alter, add or repeal the Constitution to all Ordinary Members.



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### **33. EXPULSION OF MEMBERS**

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- (1) An Ordinary Member may be expelled from the Association by resolution at a meeting of the Board on the consent in writing to the proposition for expulsion being first received from not less than 75% of the Ordinary Members.
- (2) The Ordinary Member whom it is proposed to expel must receive at least sixty (60) days notice of the Board meeting referred to in sub-clause (1) and shall be given the opportunity of attending the meeting and being heard with respect to the motion for expulsion.
- (3) An Associate Member may be expelled by decision of the Board.

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### **34. DISPUTES, MEDIATION AND ARBITRATION**

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- (1) The grievance procedure set out in this clause applies to disputes arising in connection with this Constitution between:
  - (a) a Member and another Member; or
  - (b) a Member and the Association.
- (2) The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within fourteen (14) days after the dispute comes to the attention of all of the parties.
- (3) If the parties are unable to resolve the dispute at the meeting, or if a party fails to attend that meeting, then the dispute must, within ten (10) days, be referred initially to a panel to settle the dispute by mediation and if the dispute cannot be resolved, to arbitrate the dispute.
- (4) The panel shall be established by the Board having regard to the nature and circumstances of the dispute and shall comprise such number of persons as the Board may decide, being not less than three (3), who shall be drawn from amongst the following:
  - (a) Life Members of the Association;
  - (b) the President or Past Presidents of Local Government Professionals Australia WA;
  - (c) the Director General, Department of Local Government; or
  - (d) such other persons as the Board considers appropriately qualified having regard to the nature and circumstances of the dispute.
- (5) The parties to the dispute must, in good faith, attempt to settle the dispute by mediation.
- (6) The panel, in conducting the mediation, must:
  - (a) give the parties to the mediation process every opportunity to be heard;
  - (b) allow due consideration by all parties of any written statement submitted by any party; and
  - (c) ensure that natural justice is accorded to the parties to the dispute throughout the mediation process.
- (7) Any arbitration shall be conducted in accordance with the provisions of the *Commercial Arbitration Act 1985* (WA) and, notwithstanding section 21 (1) of that Act, each disputant may be represented by a duly qualified legal practitioner or other representative.
- (8) If a matter proceeds to arbitration, then the decision of the panel shall be final and binding on the disputants.
- (9) Any mediation or arbitration conducted under this clause must be confidential and without prejudice.



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### **35. DISTRIBUTION OF SURPLUS PROPERTY ON WINDING UP OF ASSOCIATION**

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The Board shall if instructed in writing by all of the Ordinary Members dissolve the Association and, after paying and discharging out of the Association's funds and assets all debts and liabilities, transfer the funds or realise the same and transfer the proceeds to any organisation or organisations constituted with similar objects to those of the Association and which organisation or organisations prohibit the distribution of property among the Ordinary Members thereof or in the absence of such an organisation as determined by a Judge of the Supreme Court.

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### **36. TRANSITIONAL PROVISIONS**

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- (1) The Transitional Provisions shall apply in accordance with their terms as if set out in this Constitution in full.
- (2) In the case of any inconsistency between the Transitional Provisions and any other provision of this Constitution, the Transitional Provisions will prevail.
- (3) The Transitional Provisions shall have continuing force and effect in accordance with their terms.



## SCHEDULE ONE

### REGISTER OF POWERS

The powers of the Association on incorporation are the:

- (a) advocacy of Federal and State matters;
- (b) progression of Legislative Review;
- (c) management and pursuit of Local Government Act matters;
- (d) management and pursuit of Industrial (Labour) Relations matters;
- (e) direction of the Secretariat and management of the Association's offices; and
- (f) instigation of all things necessary to pursue and achieve the objectives of the Association.

In construing the above powers the following terms shall have the meanings set out opposite them:

- “Federal Affairs” means all matters from time to time under consideration by the Australian Local Government Association and all matters concerned with aspects of Federal legislation including all inter-governmental finance questions between Federal and State Governments but shall not extend to the intra-state distribution of grants;
- “Industrial (Labour) Relations” includes all issues concerned with conditions of employment within Local Government whether award or otherwise, personnel practices and training;
- “Legislative Review” means any review or proposed review of existing or proposed legislation whether State or Federal unless the Board resolves that it is of relevance only to one of either the metropolitan or country constituencies;
- “Local Government Act matters” means all questions pertaining to the provisions of the Local Government Act.

The above powers and definitions may be added to, amended, modified or substituted from time to time in accordance with clause 4 of the Constitution.



## SCHEDULE TWO

### REGISTER OF DELEGATED POWERS, AUTHORITIES, DISCRETIONS AND DUTIES

Date	Committee/Person	Detail on Delegations
2 December 2015	Chief Executive Officer	Chief Executive Officer delegated the authority to admit or refuse organisations seeking Associate Membership to WALGA on the basis that such organisations are: <ul style="list-style-type: none"> <li>• organisations constituted by Local Governments such as Regional Councils, Voluntary Regional Councils and Alliances;</li> <li>• not-for-profit organisations that can demonstrate a link or relationship with the Local Government sector, or</li> <li>• Government agencies, including Government Trading Entities.</li> </ul>
4 December 2002	President Deputy President Chief Executive Officer	<b>Affixation of the Common Seal</b> <ul style="list-style-type: none"> <li>• Affixation of the Association's common seal be undertaken upon the resolution of State Council except where it is impractical to obtain prior approval;</li> <li>• In instances where obtaining prior approval is impractical, authority to affix the common seal be delegated to the Chief Executive Officer and one of either the President or Deputy President;</li> <li>• A regular report be submitted to State Council "for noting" outlining all instances where the common seal has been used without prior resolution; and</li> <li>• WALGA give priority to preparing an appropriate instrument of delegation.</li> </ul>
6 February 2002  6 June 2007 (Updated)	Honours Panel	<b>Honours Panel</b> <ul style="list-style-type: none"> <li>• Overseeing the Association's annual Honours Program with delegated power from the State Council during the entire process.</li> <li>• Adjudicating in the selection of recipients for Association Honours and the Local Government Medal, annually.</li> <li>• Recommending, where appropriate, the conferral of alternative Association Honours where it is concluded that a nominated candidate is better suited to a different award category than the one they were originally nominated for.</li> <li>• Overseeing the annual budget set for the Association's Honours Program.</li> <li>• Encouraging, educating, promoting and raising the profile of all honours available to people in Local Government and all Western Australians.</li> <li>• Reviewing the Honours Policies and supporting documentation as deemed necessary.</li> </ul>



## **SCHEDULE THREE TRANSITIONAL PROVISIONS**

1. For the purposes of these Transitional Provisions:

“**Effective Date**” means 18 September 2023 OR the date of the Annual General Meeting at which the Members approved the amendments to this Constitution.

“**Transition Date**” means 6 December 2023 OR the date that the first Ordinary Meeting of State Council is held in December 2023 following the biennial Local Government elections.
2. These Transitional Provisions come into effect on and from the Effective Date.
3. With respect to those holding constitutionally recognised offices as at the Effective Date, the following provisions shall apply:
  - (a) Subject to clause 3(b) of this Schedule, the members of State Council remain in office until the day immediately before the Transition Date.
  - (b) The President and Deputy President remain in office until the newly formed State Council (as referred to in clause 4 of this Schedule) conducts its election on the Transition Date.
4. The election by the Zones for the primary State Council Representatives and deputy representatives to the State Council from amongst the Delegates to the Zones under clause 11(2) of the Constitution, shall be conducted in November 2023 to form the new State Council to take office on the Transition Date.
5. The Board is constituted at the conclusion of the elections conducted at the first Ordinary Meeting of State Council held on the Transition Date.
6. On and from the Effective Date until the close of the first Ordinary Meeting of State Council held on the Transition Date, all references to the Board, and its role, powers and functions as specified in the Constitution, are to be read as references to the State Council and may be exercised by State Council, and State Council remains the governing body of the Association during this period.
7. The Corporate Governance Charter and State Council Standing Orders in effect as at the Effective Date, remain in effect until the Transition Date. Upon the Transition Date:
  - (a) the Board is deemed to have approved the Corporate Governance Charter; and
  - (b) the State Council approves State Council Standing Orders,

to apply on and from the Transition Date, as tabled at the meeting, which have been amended to be consistent with the amendments made to the Constitution and to the governance structure of the Association.



## 5.6 Proposed Amendments to WALGA's Constitution

### *Executive Motion*

#### **VOTING REQUIREMENT: SPECIAL MAJORITY**

*Amendments to the Constitution require endorsement by a Special (75 percent) Majority of Members at a General Meeting, whether present and voting or not.*

#### **MOTION**

**Moved: President Cr Phil Blight, Shire of Wagin**  
**Seconded: Cr Chris Mitchell, Shire of Broome**

**That the WALGA Constitution be amended to retain the current governance model but with necessary changes, as per the attached mark-up.**

**LOST FOR LACK OF A SPECIAL MAJORITY**

### **Executive Summary**

- On [5 July](#), a special majority of State Council resolved to put two items to Members at the 2023 WALGA Annual General Meeting (AGM):
  1. To consider a new Constitution to give effect to an alternate governance model; and
  2. To amend the existing Constitution to retain the current governance model with some necessary changes.
- This is the second item, which proposes amendments to the existing Constitution to make some necessary changes whilst still retaining the current governance model.
- The proposed changes are intended to address inconsistencies that have emerged after several rounds of amendments since the Constitution was first adopted by WALGA in 2001.

### **Attachment**

- WALGA Constitution – Proposed Amendments Mark-Up

### **Background**

In March 2022, State Council commissioned the Best Practice Governance Review and appointed a Steering Committee to oversee the Project.

Following the endorsement of a set of Governance Principles by Members at the [2022 Annual General Meeting](#) (AGM), the Steering Committee put forward a [Consultation Paper](#) for feedback from Members. Informed by the Governance Principles, the Paper detailed five possible model options for WALGA's governance structure (including the Current Model).

A total of 99 Council-endorsed submissions were received in response to the model options. After considering both the submissions received and results of independent research conducted with the sector, the Steering Committee produced its [Final Report](#) and recommendation to State Council in February 2023.

At the meeting on [1 March](#) this year, State Council resolved that:

1. *The Best Practice Governance Review Stage 3 Final Report be received;*
2. *The proposed changes to WALGA’s governance structure as per the revised Model 1, detailed in the Stage 3 Final Report, be noted;*
3. *Members be engaged on the detail of the model and a Final Report be presented to the May 2023 State Council meeting for consideration;*
4. *Any recommendation to the 2023 AGM include Option 5 as the Current Model and Option 1 as an alternative to the Current Model; and*
5. *Subject to points 1, 2, 3 and 4 above, constitutional changes be developed for consideration by State Council.*

As per point 3 above, feedback was subsequently sought from Members in relation to the proposed alternate model.

A further report detailing the feedback was presented to State Council at its last meeting on [3 May](#). At that meeting, State Council resolved to receive the report, and that:

*Two sets of constitutional changes be developed for consideration by State Council at the July 2023 meeting to be put to the 2023 Annual General Meeting, that:*

- a. *Give effect to the revised Model 1, as per the Best Practice Governance Review Final Report; and*
- b. *Refine the current constitution to address inconsistencies and other issues while maintaining the current governance model.*

As per the resolution above, two versions of the Association Constitution were presented to State Council for consideration at the meeting on 5 July:

1. The first being a new Constitution, giving effect to an alternate governance model, as per the [Best Practice Governance Review Final Report](#); and
2. The second being a marked-up version of the current Constitution, which retains the current governance model of WALGA, with necessary changes.

State Council resolved by special majority to put both versions to Members for consideration at the 2023 AGM.

### **Comment**

This item (recommending amendments to the *current* Constitution but otherwise maintaining the current governance model) will only be presented to Members if the first item (recommending a new Constitution to give effect to the alternate model) does not receive 75 percent approval from Members.

If the first item (for a new Constitution) is successfully passed by a special majority of Members, this item will not be put to the vote.

Amendments to the Constitution require endorsement by a special (75 percent) majority at State Council, as well as a 75 percent majority of Members at a General Meeting.

The proposed amendments to the Constitution under this item will provide necessary changes, but otherwise retain the current governance model. The proposed changes are intended to fix inconsistencies that have emerged after several rounds of amendments since the Constitution was first adopted in 2001, as well as to address some potential issues that have been raised by State Council.

- There are several proposed amendments to the definitions contained in clause 2 Interpretation. In particular:
  - the inclusion of new definitions for “General Meeting”, “Ordinary Meeting” and “Special Meeting”; and

- the refinement of the current definitions for “Constituency”, “Country Constituency” and “Metropolitan Constituency” to move away from defining boundaries by way of the Metropolitan Region Planning Scheme.
- The deletion of clause 9(2) in light of clause 12(2)(b), which empowers State Council to decide the “allocation or change in allocation of any representation or voting rights on the State Council”, rather than Members. Similarly, clause 14(3) to be amended to again empower State Council to decide the number of Zones, rather than the Members at a General Meeting.
- A new reason for disqualification has been included in clause 22(k) that refers to a State Councillor, Deputy State Councillor, President or Deputy President vacating their office once they become a candidate for election to a State or Federal Parliament “on or after the date the election writ is issued”. This addition was prompted by State Council discussions in [September 2021](#) which resulted in similar changes to the Corporate Governance Charter.
- The deletion of clause 33(1)(c) as it deals with a non-Constitutional topic.
- In Schedule One, the meaning of subclause (f) was unclear and so has been deleted.
- The Register of Delegate Powers, Authorities, Discretions and Duties in Schedule Two has been amended to only include those powers as referred to in the Constitution, with those other powers to be captured in the Corporate Governance Charter.
- Finally, there has been a general tidy up of defined terms throughout the Constitution (that is, terms that are defined in clause 2 and require capitalisation).



# Association Constitution

**Adopted:** 7 August 2001  
**Amended:** 8 August 2004  
6 August 2006  
5 August 2007  
6 August 2011  
7 August 2013  
3 August 2016  
1 August 2018  
20 September 2021  
[18 September 2023]



# Constitution

## Preamble

This Constitution serves as the instrument for establishment of the Western Australian Local Government Association (WALGA).

WALGA marks the progression from a structure in which the Western Australian Municipal Association (WAMA) serves as a federation of three separate constituent Associations to a single association tasked with directly representing the needs and interests of all Western Australia.

The Constituent Associations of WAMA were: the Country Shire Councils' Association (dissolved in August 2003), the Country Urban Councils' Association (dissolved in August 2002) and the Local Government Association (dissolved in August 2003).

The establishment of WALGA in 2001 represents an evolution in the process by Local Government to promote more effective representation on behalf of its elected membership and the broader community.

Central to this process is the recognition of the sense of history and significant contribution of WAMA's constituent Associations, both in terms of the creation of WALGA and in the pursuit of aims and objectives on behalf of all Western Australian Local Governments as represented within this Constitution.




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## 1. NAME

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The name of the Association is **“Western Australian Local Government Association”**.

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## 2. INTERPRETATION

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(1) Throughout this Constitution, if not inconsistent with the context:

**“Absolute Majority”** means, in relation to the State Council or any General Meeting of the Association, a majority comprising enough of the representatives of the State Council or delegates of Ordinary Members for the time being for their number to be more than 50% of the number of voting positions of representatives or delegates (whether present and voting or not);

**“Annual General Meeting”** means the meeting convened under clause 22 of this Constitution;

**“Association”** means Western Australian Local Government Association (WALGA);

**“Associate Member”** means:

- in relation to the Association, those Members of the Association referred to in sub-clause 5(~~6~~7) and those persons admitted as Associate Members of the Association in accordance with sub-clause 5(~~9~~11); or
- in relation to a Zone, those Ordinary Members of the Association admitted as Associate Members of a Zone in accordance with sub-clause 14(9);

**“Chief Executive Officer”** means the Chief Executive Officer of the Association;

**“Code of Conduct”** means the written guidelines which define the minimum standards of professional conduct and integrity that are expected of all State Council members.

**“Commissioner”** means a commissioner appointed to a Local Government under sections 2.6(4) or 2.36A(3) of the Local Government Act ~~1995~~;

**“Constituency”** means the Country Constituency and the Metropolitan Constituency (as the case may require)~~such country and metropolitan groupings of Ordinary Members as the Association for the time being, may determine~~;

**“Corporate Governance Charter”** means the instrument approved by State Council and used to implement good governance policies, procedures and practices;

**“Councillor”** has the same meaning as under the Local Government Act ~~1995~~ except that it includes a mayor or president elected by electors and includes a Commissioner ~~appointed under section 2.6(4) or section 2.36A(3) of the Local Government Act 1995~~;

**“Country Constituency”** means the Ordinary Members as are grouped within the geographical area of the State of Western Australia ~~not included within the boundaries of the Metropolitan Region Planning Scheme, as determined by State Council, the details of which are contained in the Corporate Governance Charter~~;

**“Country Shire Councils’ Association”** means ~~the Country Shire Councils’ Association constituted under section 9.58 of the Local Government Act 1995~~;



~~“Country Urban Councils’ Association” means the Country Urban Councils’ Association of Western Australia constituted under section 9.58 of the Local Government Act 1995;~~

“**Delegate**” means a ~~e~~Councillor or officer nominated or appointed to represent an Ordinary Member and exercise voting entitlements at General Meetings of the Association pursuant to clauses 22 and 23 of this Constitution, or ~~on~~at a Zone meeting pursuant to clause 14 of this Constitution;

“**Deputy President**” means the Deputy President for the time being of the Association;

“**Ex-officio**” means a person or organisation who has an entitlement to membership of the State Council or another committee, by virtue of their office, but is not entitled to exercise a deliberative vote on any matter before the State Council or another committee;

“General Meeting” means an Annual General Meeting or a Special General Meeting (as the case requires);

~~“Governance Charter” means the written policy document that clearly defines the respective roles, responsibilities and authorities of the President, State Council members (individually and collectively) and the Chief Executive Officer in setting the direction, management and control of the Association.~~

“**In Writing**” means notice provided by posting or transmission in electronic form;

“**Life Members**” means ~~those members of the Association referred to in sub-clause 5(1) and~~ those persons admitted as Life Members of the Association in accordance with sub-clause 5(~~89~~) of this Constitution;

“**Local Government**” means an entity constituted under Part 2 of the Western Australian Local Government Act ~~1995~~;

“**Local Government Act**” means the Western Australian *Local Government Act 1995*;

~~“Local Government Association WALGA” means the Western Australian Local Government Association of Western Australia constituted under section 9.58 of the Local Government Act 1995;~~

“**Local Government Professionals Australia WA**” means the Western Australian Division of Local Government Professionals Australia;

“**Member**” means:

- in relation to the Association, a Local Government, organisation or person admitted to Ordinary, Life or Associate membership of the Association in accordance with the provisions of this Constitution; or
- in relation to a Zone, those Ordinary Members of the Association that are determined to be members of a Zone by State Council in accordance with sub-clause 14 (2); ~~or~~
- ~~a new Council created pursuant to a merger or amalgamation of existing Councils that were Ordinary Members of the Association prior to the merger or amalgamation.~~

“**Metropolitan Constituency**” means the Ordinary Members as are grouped within the geographical area of the State of Western Australia ~~within the Metropolitan Region~~



Planning Scheme, as determined by State Council, the details of which are contained in the Corporate Governance Charter;

“**Ordinary Meeting**” means one of the four scheduled meetings of the State Council referred to under clause 10(1);

**“Ordinary Member”** means a Local Government admitted to membership of the Association in accordance with the provisions of this Constitution and includes a new Council-Local Government created pursuant to a merger or amalgamation of existing Councils-Local Governments that were Ordinary Members of the Association prior to the merger or amalgamation;

**“President”** means the President for the time being of the Association;

**“Present”** means attendance in person or by electronic means deemed suitable by the Chief Executive Officer

**“Representative”** means a member on the State Council elected or appointed by the country and metropolitan constituencies in accordance with the provisions of sub-clause 9(1) and 9(3);

**“Secretariat”** means the staff of the Association appointed from time to time by the Chief Executive Officer or, in the case of the Chief Executive Officer, by State Council ~~and includes the Chief Executive Officer;~~

**“Special General Meeting”** means the meeting convened under clause 25 of this Constitution.

**“Special Majority”** means, in relation to the State Council or any General Meeting of the Association, a majority comprising enough of the representatives of the State Council or delegates of Ordinary Members for the time being for their number to be at least 75% of the number of representatives or delegates (whether present and voting or not);

“**Special Meeting**” means any State Council meeting that is not an Ordinary Meeting of the State Council;

**“Simple Majority”** means, in relation to the State Council or any General Meeting of the Association, a majority comprising enough of the representatives of the State Council or delegates of Ordinary Members for the time being for their number to be more than 50% of the number of representatives or delegates that are present;

**“State Council”** means the governing board of the Association established pursuant to clause 9; ~~and~~

“**WALGA**” means the Western Australian Local Government Association constituted under section 9.58 of the *Local Government Act 1995*; and

**“Zone”** means a geographically based subdivision containing Ordinary Members and incorporated within a country and metropolitan constituency. The country and metropolitan zones are set out in the Register of Zone Membership referred to in sub-clause 14(8).

(2) In this Constitution:





- (a) a reference to any written law, whether specific or general, includes a reference to all amendments, modifications, re-enactments or replacements and includes all orders, ordinances, regulations, rules and by-laws made under or pursuant to that written law;
- (b) words meaning persons include natural persons, corporations and associations; and
- (c) the headings shall not affect the interpretation or construction of this Constitution.

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### 3. OBJECTS

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The objects of the Association shall be:

- (a) to provide a united voice for Local Government in Western Australia;
- (b) to promote the credibility and profile of Local Government;
- (c) to speak on behalf of Local Government in Western Australia;
- (d) to represent the views of the Association to the State and Federal Governments on financial, legislative, administration and policy matters;
- (d) to provide services to Local Government in Western Australia;
- (e) to promote Local Government issues of importance by involvement with national bodies;
- (f) to do all and any such other things as in the opinion of the State Council may conveniently be carried on by the Association or which promote or assist or are incidental or conducive to the attainment of these objects or any of them, or anything considered beneficial to the members of the Association; and
- (g) to use the property and income of the Association solely for the promotion of the objects or purposes of the Association. No part of the property or income of the Association may be paid or otherwise distributed, directly or indirectly, to members of the Association, except in good faith in the promotion of those objects or purposes.

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### 4. POWERS

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- (1) The Association shall have such specific powers as may be vested in it from time to time by the Ordinary Members or as amended under this Constitution. The initial powers of the Association are set out in the Register of Powers (Schedule One).
- (2) The powers of the Association may be added to, amended, withdrawn, modified or substituted in accordance with the provisions of sub-clause 12(3).
- (3) The Chief Executive Officer shall keep an up-to-date copy of the Register of Powers which records all changes and the dates thereof. The Register of Powers shall be open for inspection to the representatives of Ordinary Members during office hours and on reasonable notice.
- (4) Subject to obtaining the requisite majority support, the Association shall have general power to act in connection with all other matters in its discretion.
- (5) The Association may do all acts and things as are necessary, incidental or conducive to the attainment or execution of its objects and shall have all the powers conferred on an association constituted under section 9.58 of the *Local Government Act 1995* including, but without limitation, power to:
  - (a) acquire hold and dispose of real and personal property;
  - (b) accept any gift of any real or personal property or any interest or estate in that property or disclaim the benefit of any such gift;

- (c) sue and be sued; and
- (d) do all things that bodies corporate may do.

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## 5. MEMBERSHIP OF THE ASSOCIATION

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- (1) Three classes of membership to the Association shall be available:
  - (a) Ordinary Membership;
  - (b) Associate Membership; and
  - (c) Life Membership.
- (2) Ordinary Membership of the Association shall be open to all ~~Western Australian~~ Local Governments.
- (3) Ordinary ~~m~~Membership shall be immediately conferred upon any new ~~Council Local Government~~ created by the merger of existing ~~Councils Local Governments~~ that were Ordinary Members of the Association prior to the merger, provided that all membership fees and subscriptions owed to the Association up to the date of merger by the predecessor ~~Councils Local Government~~ of that new ~~Council Local Government~~ have been paid.
- (4) An Ordinary Member shall belong to either the ~~m~~Metropolitan ~~e~~Constituency or the ~~e~~Country ~~e~~Constituency, but not both.
- (5) Subject to subclause (~~54~~), if an Ordinary Member has land both within and outside the Metropolitan Region Planning Scheme (MRPS), if the greater land area is in the MRPS, it will be deemed to be in the metropolitan constituency, otherwise it will be deemed to belong to the country constituency; or
- (6) State Council, on application from an Ordinary Member, may resolve to set aside the general rule prescribed in subclause (~~54~~) and permit an Ordinary Member to be a member of an alternate constituency. In considering any application made pursuant to this subclause, State Council shall give regard to the reasons provided in support of the application and any views expressed by Ordinary Members within the two constituencies. State Council may approve or refuse any application, advising accordingly and including any reason therefore.
- (7) Associate Members shall be:
  - (a) the Local Government Professionals Australia WA; and
  - (b) any other Associate Member admitted to membership pursuant to sub-clause 5(11).
- (8) Associate Members are ineligible to vote at all meetings of the Association.
- (9) The State Council from time to time will determine nominations for Life Membership of the Association.
- (10) Additional Ordinary Members may be admitted from time to time on a simple majority resolution of the State Council.
- (11) Any person or organisation seeking admission as an Associate Member shall make written application to the Chief Executive Officer. The State Council or its delegate shall consider the application and may admit or refuse the applicant, advising accordingly including any reason therefore.



- (12) If an application for membership is granted, the membership shall commence upon payment of the appropriate subscription.
- (13) The Chief Executive Officer shall keep and maintain in an up-to-date condition a Register of the Members of the Association. The Register shall be open for inspection to the representatives of Ordinary Members during office hours and on reasonable notice.

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## **6. TERMINATION OF MEMBERSHIP OF THE ASSOCIATION**

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- (1) Membership of the Association may be terminated upon:
  - (a) receipt by the Chief Executive Officer of not less than 3 months notice in writing from a Member requesting to withdraw from membership of the Association; or
  - (b) non-payment by a Member of the required subscription within three months of the date fixed by the State Council for subscriptions to be paid, unless the State Council decides otherwise; or
  - (c) expulsion of a Member in accordance with clause 30.
- (2) Pursuant to subclause 6(1), where the membership of an Ordinary Member is terminated, the Chief Executive Officer shall remove the name of the Ordinary Member from the Register of the Members of the Association and that Ordinary Member shall cease to be a Member of the Association.
- (3) A Member who withdraws from membership to the Association shall not be entitled to a refund of any portion of such subscription as the Member will have paid in advance for the period up to and including 30 June of that year.

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## **7. BUDGET**

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- (1) The Association's Budget shall be prepared annually by the Chief Executive Officer in consultation with the State Council, including such other Committees as the State Council may deem expedient pursuant to clause 21.
- (2) The Budget shall be submitted to the State Council for approval not later than 31 July prior to the financial year to which it relates.

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## **8. SUBSCRIPTION**

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- (1) The annual subscriptions of all Members of the Association shall be as determined by the State Council.
- (2) Subscription levels shall be submitted for approval by the State Council together with the relevant Budget each year.
- (3) Subscriptions shall be due and payable on such date or dates as the State Council may decide having regard to all relevant circumstances.

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## **9. STATE COUNCIL**

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- (1) The State Council is to be the governing board of the Association, responsible for the management and affairs of the Association. Members of the State Council shall include:



- (a) 12 Councillors elected as representatives from amongst the ~~e~~D~~e~~legates to the Zones of the ~~m~~M~~e~~tropolitan ~~e~~C~~o~~nstituency;
- (b) 12 Councillors elected as representatives from amongst the ~~e~~D~~e~~legates to the Zones of the ~~e~~C~~o~~untry ~~e~~C~~o~~nstituency;
- (c) The President (ex-officio); and
- (d) The President of Local Government Professionals Australia WA (ex-officio).

~~(2) The metropolitan constituency and country constituency shall determine the allocation of representational positions on State Council between the Zones within each respective constituency.~~

- (2) Representatives and deputy representatives to the State Council shall be elected by Zones of the ~~metropolitan and country~~ ~~e~~C~~o~~nstituencies from amongst the ~~e~~D~~e~~legates to the Zones for a term commencing on the day of the first Ordinary Meeting of State Council immediately following the biennial Local Government elections and concluding on the day before the first Ordinary Meeting of State Council of the following biennial Local Government elections.
- (3) The State Council shall be the body responsible for establishment and review of the processes which are to be applied by the Zones of the metropolitan and country constituencies to determine the election of their representatives and deputy representatives to the State Council.
- (4) The Secretariat shall be the body responsible for coordinating the nominations and election processes by which the Zones of the ~~metropolitan and country~~ ~~e~~C~~o~~nstituencies elect their representatives and deputy representatives to the State Council.
- (5) A deputy representative elected from amongst the delegates to that Zone to act in the capacity of a representative unable to attend a meeting of the State Council shall exercise all rights of that representative.
- (6) If for any reason, a representative or deputy representative is unable to hold office for the full period for which the representative or deputy representative was appointed, the affected Zone shall be entitled to fill that vacancy by appointing some other Councillor from within that Zone as a representative or deputy representative. The representative or deputy representative so appointed shall hold office for the balance of the term of the representative or deputy representative originally elected.

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## 10. PROCEEDINGS OF STATE COUNCIL

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- (1) The State Council must meet together for the dispatch of business not less than four times in each year.
- (2) Each representative on the State Council shall be entitled to exercise one (1) deliberative vote on any matter considered by the State Council provided that this clause shall not apply to any ex-officio members of the State Council. The President shall exercise a casting vote only, in the event of there being an equality of votes in respect of a matter considered by the State Council but excluding an election held in accordance with Clause 16 in which the President is entitled to a deliberative vote only.
- (3) At any meeting of the State Council, thirteen (13) representatives present and entitled to vote shall form a quorum.
- (4) The President shall preside at all meetings of the State Council.



- (5) In the absence of the President, or if the President is unwilling or unable to preside, the Deputy President shall preside at a meeting of the State Council. In presiding, the Deputy President shall be entitled to exercise one (1) deliberative vote in respect of a matter considered by the State Council, and in the event of there being an equality of votes in respect of a matter considered, shall exercise a casting vote.
- (6) In the absence of the President and Deputy President, or if they are unwilling or unable to preside, the State Council shall choose a representative of the State Council to preside at the meeting of the State Council. The representative chosen to preside shall exercise a deliberative vote in respect of a matter considered by the State Council, and in the event of there being an equality of votes in respect of a matter being considered, shall exercise a casting vote.
- (7) The State Council shall establish a Corporate Governance Charter as the instrument to be used by State Council in implementing good governance policies, procedures and practices.
- (8) The State Council shall establish a Code of Conduct to which all State Council members must comply.
- (9) State Council shall adopt Standing Orders that will apply to all meetings.

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## 11. NOTICE OF STATE COUNCIL MEETINGS

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- (1) Ordinary Meetings of the State Council shall be called by the Chief Executive Officer in accordance with the Corporate Governance Charter.
- (2) Special Meetings of the State Council shall be called by the Chief Executive Officer by providing notice to State Councillors of the date, time, place and purpose of the meeting upon the written request of the President or at least one quarter of the representatives to the State Council.

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## 12. RESOLUTIONS OF STATE COUNCIL

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- (1) Except as provided in this clause, all motions concerning the affairs of the Association shall be passed by a simple majority of the representatives of the State Council or by their deputy representatives.
- (2) The following resolutions shall not be passed unless they receive a ~~sSpecial~~ ~~mMajority~~ of not less than 75% of representatives of the State Council or by their deputy representatives:
  - (a) any addition, amendment, withdrawal, modification or substitution to, of or in the powers of the Association; or
  - (b) any allocation or change in allocation of any representation or voting rights on the State Council; or
  - (c) any change to the membership of Ordinary Members to Zones.
- (3) The annual budget, including annual subscriptions, shall not be adopted unless passed by an absolute majority of representatives of the State Council or by their deputy representatives.

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### 13. CHIEF EXECUTIVE OFFICER AND SECRETARIAT

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- (1) The State Council may appoint a Chief Executive Officer at such remuneration and on such terms and conditions and with such powers, authorities, discretions and duties as it deems appropriate and may terminate the appointment of the Chief Executive Officer.
- (2) The State Council may delegate to the Chief Executive Officer the exercise of any of its powers or the discharge of any of its duties under this Constitution from time to time in such manner as the State Council determines and the scope of which are set out in Schedule Two. The Chief Executive Officer shall be responsible for the establishment and maintenance of a Register of Powers, Authorities, Discretions and Duties delegated by the State Council.
- (3) Subject to the control of the State Council, the Chief Executive Officer shall be solely responsible for the appointment of the staff of the Secretariat and the administration of the Association.
- (4) The Chief Executive Officer shall be the custodian of records, books, documents and securities of the Association.

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### 14. ZONES

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- (1) Ordinary Members of the Association shall be grouped into Zones of the ~~m~~Metropolitan and ~~e~~Country ~~e~~Constituencies.
- (2) The membership of Ordinary Members to Zones shall be determined from time to time by State Council.
- (3) The number of Zones shall be determined from time to time by ~~the Ordinary Members of the Association at a Special or Annual General Meeting~~State Council.
- (4) Each ~~Ordinary~~ ~~m~~Member of a Zone shall be entitled to be represented by a ~~d~~Delegate or ~~d~~Delegates elected or appointed by the ~~m~~Member to represent its interests. Zones shall determine the number of ~~d~~Delegates to which each ~~m~~Member is entitled to be represented by on the Zone.
- (4a) The term of a person who is a ~~d~~Delegate of a ~~m~~Member of a Zone expires when the person:
  - (a) dies;
  - (b) ceases to be a Councillor of the Ordinary Member;
  - (c) resigns the position by notice in writing given to the Ordinary Member who elected or appointed the person as its delegate and the resignation is accepted;
  - (d) becomes a member of State or Federal Parliament;
  - (e) is convicted of an offence under the *Local Government Act 1995*;
  - (f) is permanently incapacitated by mental or physical ill-health; or
  - (g) is the subject of a resolution passed by the Ordinary Member who appointed the person as its delegate terminating their appointment as the delegate of that Ordinary Member.
  - (h) is a Councillor that has been suspended by the Minister for Local Government under part 8 of the *Local Government Act 1995*.
- (5) The management and affairs of the Zone shall be vested in the ~~d~~Delegates that are elected or appointed to the Zone by each ~~m~~Member of the Zone.
- (6) The functions of each Zone shall be:



- (a) electing a representative or representatives and deputy representative or deputy representatives to the State Council;
  - (b) considering the State Council agenda;
  - (c) providing direction and/or feedback to their representative or representatives on the State Council; and
  - (d) any other functions deemed appropriate by the members of the Zone.
- (7) An application for change in membership between Zones may only be made by the ~~m~~M member seeking to change its membership and with the approval of the receiving Zone.
- (8) Applications for changes in membership between Zones shall be determined by the State Council. In considering such applications, State Council shall give regard to the reasons provided in support of the application and any views expressed by the Zones directly affected by the application. State Council may approve or refuse any application, advising accordingly and including any reason therefore.
- (9) The Chief Executive Officer is to keep and maintain in an up-to-date condition a Register of Zone Membership, which may be varied from time to time by State Council. Upon request of an Ordinary Member, the Chief Executive Officer shall make the Register available for inspection by the representatives of an Ordinary Member during office hours and on reasonable notice.
- (10) A Zone may, from time to time, resolve to admit an Ordinary Member or Associate Member of the Association from outside their existing membership as an Associate Member of their Zone. In considering whether to admit an Ordinary Member or an Associate Member of the Association as an Associate Member of a Zone, the Zone shall give regard to the significance of communities of interest between the existing membership of the Zone and the Ordinary Member or Associate Member of the Association that is seeking to become an Associate Member of the Zone.
- (11) Subject to subclause (12), Zones shall determine the participation of any Associate Member admitted to the Zone, including the extent to which the representatives of an Associate Member may speak to and vote on matters considered by the Zone.
- (12) An Associate Member of a Zone may not:
- (a) nominate a delegate for election to any office of the Zone;
  - (b) participate in an election held for any office bearer of the Zone; or
  - (c) vote on any matter considered by the Zone requiring a 75% majority.

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## **15. ANNUAL REPORT AND AUDITED FINANCIAL STATEMENTS**

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Prior to the Annual General Meeting, the President and Chief Executive Officer shall prepare the President's annual report and audited financial statements of the Association for presentation to Members at the Annual General Meeting.

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## **16. ELECTION PROCEDURE**

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Any election other than to elect the President or Deputy President held by the Association shall be conducted as follows:

- (a) the Chief Executive Officer or his/her delegate shall act as returning officer;
- (b) representatives are to vote on the matter by secret ballot;
- (c) votes are to be counted on the basis of "first-past-the post";

- (d) if the election is to fill one vacancy, the candidate who receives the greater or greatest number of votes is elected;
- (e) if the election is to fill two or more vacancies, the candidates elected are –
  - (i) the candidate who receives the greatest number of votes; and
  - (ii) the candidate who receives the next highest number of votes; and
  - (iii) the candidate who receives the next highest number of votes,
 and so on up to the number of vacancies to be filled; and
- (f) if two or more candidates receive the same number of votes so that sub-section (d) or (e) cannot be applied, the Chief Executive Officer is to draw lots in the presence of any scrutineers who may be present to determine which candidate is elected.

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## **1746A. ELECTION PROCEDURE – PRESIDENT AND DEPUTY PRESIDENT**

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An election to elect the President or Deputy President shall be conducted as follows:

- (a) the Chief Executive Officer or his/her delegate shall act as returning officer;
- (b) representatives are to vote on the matter by secret ballot;
- (c) votes are to be counted on the basis of “first-past-the-post”;
- (d) the candidate who receives the greatest number of votes is elected;
- (e) if there is an equality of votes between two or more candidates who are the only candidates in, or remaining in, the count, the count is to be discontinued, and the meeting adjourned for not more than 30 minutes;
- (f) any nomination for the office may be withdrawn, and further nominations may be made, before or when the meeting resumes;
- (g) when the meeting resumes, an election will be held in accordance with sub-sections (a), (b), (c) and (d);
- (h) if two or more candidates receive the same number of votes so that sub-section (d) cannot be applied, the Chief Executive Officer is to draw lots in the presence of any scrutineers who may be present to determine which candidate is elected.

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## **187. PRESIDENT**

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- (1) Subject to subclause 17(3) of this Constitution, the State Council shall elect a President from amongst those of its members that are representatives from the Zones of the metropolitan and country constituencies or were originally elected to State Council in that capacity.
- (2) The President shall be elected by the State Council at the first Ordinary Meeting of State Council of an even numbered year. The President’s term shall commence from the date of election and shall conclude on the day of the first Ordinary Meeting of State Council of the following even numbered year.
- (3) A person, other than the incumbent President of the Association, shall not be eligible for election as President unless they have first been elected by the metropolitan or country constituencies as a representative on the State Council.
- (4) The metropolitan or country constituency from which the President is elected has the right to nominate a further representative to the State Council, with that representative being drawn from the same zZone and entitled to serve for the same term as their originally nominated representative.
- (5) Where the incumbent President seeks and is re-elected for a consecutive term, that person shall not hold office beyond two (2) full consecutive terms.



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## **197A. ROTATION OF PRESIDENCY**

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- (1) At an election for the position of President conducted under sub-clause 17(2), only the incumbent President, subject to complying with sub-clause 17(5), or State Councillors from the alternate constituency to the incumbent President will be eligible to be elected.
- (2) At an election for the position of President conducted under Clause 19, only State Councillors from the alternate constituency to the incumbent President will be eligible to be elected.

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## **2018. DEPUTY PRESIDENT**

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- (1) Following determination of the election of the President pursuant to clause 17 of this Constitution, the State Council shall elect a Deputy President from amongst its Metropolitan and Country representatives, provided the Deputy President represents the alternate Constituency to the President elected pursuant to clause 17.
- (2) The Deputy President shall be elected by the State Council at the first Ordinary Meeting of State Council of an even numbered year. The Deputy President's term shall commence from the date of election and shall conclude on the day of the first Ordinary Meeting of State Council of the following even numbered year.
- (3) Prior to expiration of a term of office, a Deputy President may seek re-election for a consecutive term.
- (4) Where a Deputy President seeks and is re-elected for a consecutive term, that person shall not hold office beyond two (2) full consecutive terms.

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## **2119. VACANCY – PRESIDENT AND DEPUTY PRESIDENT**

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- (1) If the office of the President becomes vacant or if for any other reason the President is unable to take or hold office at a period which exceeds six months from the date of the next scheduled election for that office, then the State Council shall meet to elect from among their number a President who, subject to this Constitution, shall hold the office of President for the balance of the term of the President replaced.
- (2) Where a vacancy occurs in the office of President at a period which is six months or less from the date of the next scheduled election for that office, the State Council may convene a meeting to elect from among their number a President who, subject to this Constitution, shall hold the office of President for the balance of the term of the President replaced, or the State Council may in its discretion, determine that the vacancy be filled by the Deputy President until the date of the next scheduled election.
- (3) An election pursuant to sub-clause 19(1) or sub-clause 19(2) shall cause the office of Deputy President to be declared vacant immediately prior to the conduct of the election.
- (4) Following an election pursuant to sub-clause 19(1) or sub-clause 19(2) an election pursuant to Clause 19 (5) will be conducted for the office of Deputy President from amongst representatives of the alternative Constituency to that of the President just elected.
- (5) If the office of Deputy President becomes vacant or if for any other reason the Deputy President is unable to take or hold office, then the State Council shall meet to elect from among their number a Deputy President who shall hold the office for the balance of the

term of the Deputy President replaced, provided the Deputy President represents the alternate ~~e~~Constituency to that of the President.

- (6) A State Council representative elected to fill a vacancy of President or Deputy President pursuant to clause 19 shall still be eligible for election for a subsequent two (2) full consecutive terms.

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## **2220. VACATION OF OFFICE**

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A person shall cease or be disqualified from being a representative or deputy representative on the State Council or from being President or Deputy President of the Association, ~~or from attending State Council in an ex-officio capacity,~~ if that person:

- (a) dies;
- (b) ceases to be a Councillor of the Ordinary Member;
- (c) resigns the position by notice in writing delivered or sent by post to the Chief Executive Officer, and such resignation is accepted;
- (d) is a member of State or Federal Parliament;
- (e) is convicted of an offence under the *Local Government Act 1995*;
- (f) is permanently incapacitated by mental or physical ill-health;
- (g) is absent from more than 3 consecutive ordinary State Council meetings;
- (h) is a member of a Local Government that ceases to be a member of the Association;
- (i) is the subject of a resolution passed by the Zone from which that person was originally elected terminating his or her appointment as a representative or deputy representative of that Zone, except where that person is the subject of any resolution consequent upon his or her being elected President of the Association and in pursuence of sub-clause 17(4); ~~or~~
- (j) is a Councillor that has been suspended by the Minister for Local Government under Part 8 of the *Local Government Act 1995*; or
- (k) is a candidate for election to State or Federal Parliament on or after the date the election writ is issued.

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## **2321. COMMITTEES AND SUB-COMMITTEES**

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- (1) The State Council may from time to time as it may deem necessary or expedient appoint, delegate or refer to any person or committee any of its powers, duties and functions as it thinks fit except the powers to:
- (a) acquire, hold and dispose of real property;
  - (b) borrow money;
  - (c) set subscription levels; and
  - (d) progress any matter requiring a resolution of the State Council pursuant to sub-clauses 12(2) or 12(3) of this Constitution.
- (2) The person or the members of any committee so appointed shall not be required to be representatives on the State Council.
- (3) Any person or committee in the exercise of the powers, duties or functions so delegated or referred to it shall observe and perform any rules, regulations and directions that may be made by the State Council.
- (4) Subject to the Corporate Governance Charter, ~~E~~each Committee shall elect a Chair from the members of the Committee.

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## **2422. ANNUAL GENERAL MEETING**

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- (1) The Annual General Meeting of the Association shall be held at a date to be determined by the State Council, provided that such date occurs prior to 31 October each year.
- (2) The Chief Executive Officer shall give at least ninety (90) days' notice of the date of the Annual General Meeting and the closing date on which notice of proposed business for the Annual General Meeting will be received by posting notice thereof to each Ordinary Member at the address appearing in the records of the Association for the time being. Such notice shall be deemed to have been delivered to the Ordinary Member immediately if transmitted electronically or on the second date after posting.
- (3) At an Annual General Meeting, greater than one half of the delegates of Ordinary Members who are eligible to vote and are present constitute a quorum.
- (4) At each such Annual General Meeting the order of business shall be as follows:
  - (a) attendance, apologies and announcements;
  - (b) confirmation of minutes from last Annual General Meeting;
  - (c) adoption of President's annual report;
  - (d) consideration of annual financial statements; and
  - (e) consideration of Executive and Member motions.
- (5) In respect of the Annual General Meeting:
  - (a) a notice of motion may only be submitted by the State Council or an Ordinary Member; and
  - (b) a motion may only be moved seconded or voted upon by a delegate of an Ordinary Member.
- (6) An agenda paper shall be forwarded by the Chief Executive Officer to each Ordinary Member, at the address appearing in the records of the Association for the time being, at least thirty (30) days before the date of the Annual General Meeting. The agenda paper shall be deemed to have been delivered to the Ordinary Member immediately if transmitted electronically or on the second date after posting.
- (7) Where the State Council considers that a direction or decision from an Annual General Meeting has been made without information of a material nature or in circumstances which have materially altered and such direction or decision is not in the best interests of the Association, the State Council may decline to follow that direction or decision and, in that event, the Chief Executive Officer by notice shall advise the Ordinary Members of the decision of the State Council and the reasons for that decision.
- (8) Notwithstanding the provisions of sub-clause (7), the State Council is required to give consideration to any direction or decision made at an Annual General Meeting in its discharge of responsibilities and functions.

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## **2523. SPECIAL GENERAL MEETING**

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- (1) A Special General Meeting shall be called by the Chief Executive Officer upon the instructions of the State Council or the written demand of not less than any twenty (20) Ordinary Members.
- (2) The Chief Executive Officer shall give at least thirty (30) days notice of any Special General Meeting by posting notice thereof to each Ordinary Member at the address appearing in the records of the Association for the time being. Such notice shall specify



the nature of the business to be transacted at the Special General Meeting and shall be deemed to have been delivered immediately if transmitted electronically or on the second date after posting.

- (3) At a Special General Meeting, greater than one half of the delegates of Ordinary Members who are eligible to vote and are present constitute a quorum.
- (4) Where the State Council considers that a direction or decision from a Special General Meeting has been made without information of a material nature or in circumstances which have materially altered and such direction or decision is not in the best interests of the Association, the State Council may decline to follow that direction or decision and, in that event, the Chief Executive Officer by notice shall advise the Ordinary Members of the decision of the State Council and the reasons for that decision.
- (5) Notwithstanding the provisions of sub-clause (4), the State Council is required to give consideration to any direction or decision made at a Special General Meeting in its discharge of responsibilities and functions.

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## **2624. REPRESENTATION AND VOTING AT GENERAL MEETINGS**

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- (1) Subject to this Constitution, each Ordinary Member shall be entitled to be represented at any Annual General Meeting or Special General Meeting of the Association by two (2) ~~e~~D~~e~~legates.
- (2) A ~~e~~D~~e~~legate shall be entitled to one (1) deliberative vote at the Annual General Meeting or Special General Meeting of the Association.
- (3) A ~~e~~D~~e~~legate unable to attend any Annual General Meeting or Special General Meeting shall be entitled to cast a vote by proxy. A proxy shall be in writing and shall nominate the person in whose favour the proxy is given which person need not be a delegate. Proxy authorisations shall be delivered to the Chief Executive Officer before the commencement of the general meeting at which the proxy is to be exercised and shall be signed by the ~~e~~D~~e~~legate or by the Chief Executive Officer of the Ordinary Member that nominated the ~~e~~D~~e~~legate.
- (4) Except as provided in this Constitution, all matters considered at an Annual General Meeting or Special General Meeting of the Association shall be passed by a ~~s~~S~~i~~mple ~~m~~M~~a~~jority of the Ordinary Members' ~~e~~D~~e~~legates or by a duly authorised proxy vote exercised on their behalf.
- (5) At any Annual General Meeting or Special General Meeting of the Association, greater than one half of the ~~e~~D~~e~~legates who are eligible to vote must be present to form a quorum.

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## **2725. MINUTES OF MEETINGS OF ASSOCIATION**

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- (1) The Chief Executive Officer must cause proper minutes of all ~~g~~G~~e~~neral ~~m~~M~~e~~etings and State Council meetings to be taken and then to be entered within 30 days after the holding of each ~~g~~G~~e~~neral ~~m~~M~~e~~eting or State Council meeting, as the case requires, in a minute book kept for that purpose.
- ~~(2) The President must ensure that the minutes taken of a general meeting or State Council meeting under sub-clause (1) are checked and signed as correct by the person who presided at the general meeting or State Council meeting to which those minutes~~

~~relate or by the person who presides at the next succeeding general meeting or State Council meeting, as the case requires.~~

- (23) When minutes have been entered ~~and signed~~ as correct under this clause, they are, until the contrary is proved, evidence that-
- (a) the ~~g~~General ~~m~~Meeting or State Council meeting to which they relate (in this sub-clause called "the meeting") was duly convened and held;
  - (b) all proceedings recorded as having taken place at the meeting did in fact take place at the meeting; and
  - (c) all appointments or elections purporting to have been made at the meeting have been validly made.

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### **2826. AUDIT**

- (1) At least once a year the State Council shall cause the Association's accounts to be audited by a person or persons appointed by the State Council or its delegated body.
- (2) The accounting records of the Association shall be open for inspection by the representatives of Ordinary Members during office hours and on reasonable notice.

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### **2927. BANKING**

- (1) All moneys received by the Association shall be banked into an operating account established by the State Council, in the name of the Association.
- (2) Payments drawn on the account and other documents relating to such account shall be authorised by the Chief Executive Officer and such other authorised persons as the State Council may deem appropriate.
- (3)
  - (a) The operating account to be so established, may be utilised for the purposes of paying salaries and operating expenses and for other purposes authorised by a resolution of the State Council.
  - (b) The State Council on the advice of the Chief Executive Officer, may appoint any member of the Secretariat to manage the operating account.

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### **3028. COMMON SEAL**

- (1) The Association shall have a common seal on which its corporate name appears in legible characters.
- (2) The common seal of the Association must not be used without the approval of the State Council and every use of that common seal must be recorded in the minutes of the State Council meeting.
- (3) The affixing of the common seal of the Association must be witnessed by any two of the Chief Executive Officer, the President and the Deputy President.
- (4) The common seal of the Association must be kept in the custody of the Chief Executive Officer or of such other persons as the State Council from time to time decides.

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### **3129. AMENDMENT TO THE CONSTITUTION**

The Constitution of the Association may be altered, added to or repealed by:

- (1) A resolution at any meeting of the State Council on the receipt of a ~~s~~Special ~~m~~Majority of ~~not less than 75%~~ of representatives or by their deputy representatives; and
- (2) A resolution at an Annual General Meeting or Special General Meeting passed by a Special mMajority of ~~not less than 75% of d~~Delegates or duly authorise a proxy vote to be exercised on their behalf, provided that:
  - (a) 75% of Ordinary Members who are eligible to vote are present or represented; and
  - (b) the Chief Executive Officer has given not less than sixty (60) days notice of any proposal to alter, add or repeal the Constitution to all Ordinary Members.

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### **320. EXPULSION OF MEMBERS**

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- (1) An Ordinary Member may be expelled from the Association by resolution at a meeting of the State Council on the consent in writing to the proposition for expulsion being first received from not less than 75% of the Ordinary Members.
- (2) The Ordinary Member whom it is proposed to expel must receive at least sixty (60) days notice of the State Council meeting referred to in sub-clause (1) and shall be given the opportunity of attending the meeting and being heard with respect to the motion for expulsion.
- (3) An Associate Member may be expelled by resolution of State Council.

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### **331. DISPUTES, MEDIATION AND ARBITRATION**

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- (1) The grievance procedure set out in this clause applies to disputes arising in connection with this Constitution between:
  - (a) a member and another member; or
  - (b) a member and the Association; ~~or~~
  - ~~(c) if the Association provides services to non-members, those non-members who receive services from the Association, and the Association.~~
- (2) The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within fourteen (14) days after the dispute comes to the attention of all of the parties.
- (3) If the parties are unable to resolve the dispute at the meeting, or if a party fails to attend that meeting, then the dispute must, within ten (10) days, be referred initially to a panel to settle the dispute by mediation and if the dispute cannot be resolved, to arbitrate the dispute.
- (4) The panel shall be established by the State Council having regard to the nature and circumstances of the dispute and shall comprise such number of persons as the State Council may decide, being not less than three (3), who shall be drawn from amongst the following:
  - (a) Life Members of the Association;
  - (b) the President or Past Presidents of Local Government Professionals Australia WA;
  - (c) the Director General, Department of Local Government; or
  - (d) such other persons as the State Council considers appropriately qualified having regard to the nature and circumstances of the dispute.
- (5) The parties to the dispute must, in good faith, attempt to settle the dispute by mediation.



- (6) The panel, in conducting the mediation, must:
  - (a) give the parties to the mediation process every opportunity to be heard;
  - (b) allow due consideration by all parties of any written statement submitted by any party; and
  - (c) ensure that natural justice is accorded to the parties to the dispute throughout the mediation process.
- (7) Any arbitration shall be conducted in accordance with the provisions of the *Commercial Arbitration Act 1985 (WA)* and, notwithstanding section 21 (1) of that Act, each disputant may be represented by a duly qualified legal practitioner or other representative.
- (8) If a matter proceeds to arbitration, then the decision of the panel shall be final and binding on the disputants.
- (9) Any mediation or arbitration conducted under this clause must be confidential and without prejudice.

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### **342. DISTRIBUTION OF SURPLUS PROPERTY ON WINDING UP OF ASSOCIATION**

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The State Council shall if instructed in writing by all of the Ordinary Members dissolve the Association and, after paying and discharging out of the Association's funds and assets all debts and liabilities, transfer the funds or realise the same and transfer the proceeds to any organisation or organisations constituted with similar objects to those of the Association and which organisation or organisations prohibit the distribution of property among the Ordinary Members thereof or in the absence of such an organisation as determined by a Judge of the Supreme Court.



## SCHEDULE ONE

### REGISTER OF POWERS

The powers of the Association on incorporation are the:

- (a) advocacy of Federal and State matters;
- (b) progression of Legislative Review;
- (c) management and pursuit of Local Government Act matters;
- (d) management and pursuit of Industrial (Labour) Relations matters;
- (e) direction of the Secretariat and management of the Association's offices; and
- ~~(f) appointment of delegates in the case of joint appointment from amongst the metropolitan and country constituencies; and~~
- (gf) instigation of all things necessary to pursue and achieve the objectives of the Association.

In construing the above powers the following terms shall have the meanings set out opposite them:

- “Federal Affairs” means all matters from time to time under consideration by the Australian Local Government Association and all matters concerned with aspects of Federal legislation including all inter-governmental finance questions between Federal and State Governments but shall not extend to the intra-state distribution of grants;
- “Industrial (Labour) Relations” includes all issues concerned with conditions of employment within Local Government whether award or otherwise, personnel practices and training;
- “Legislative Review” means any review or proposed review of existing or proposed legislation whether State or Federal unless the State Council resolves that it is of relevance only to one of either the metropolitan or country constituencies;
- “Local Government Act matters” means all questions pertaining to the provisions of the Local Government Act.

The above powers and definitions may be added to, amended, modified or substituted from time to time in accordance with clause 4 of the Constitution.



## SCHEDULE TWO

### REGISTER OF DELEGATED POWERS, AUTHORITIES, DISCRETIONS AND DUTIES

Date	Committee/Person	Detail on Delegations
2 December 2015	Chief Executive Officer	<p>Chief Executive Officer delegated the authority to admit or refuse organisations seeking Associate Membership to WALGA on the basis that such organisations are:</p> <ul style="list-style-type: none"> <li>organisations constituted by Local Governments such as Regional Councils, Voluntary Regional Councils and Alliances;</li> <li>not-for-profit organisations that can demonstrate a link or relationship with the Local Government sector, or</li> <li>Government agencies, including Government Trading Entities.</li> </ul>
<del>1 June 2011</del>	<del>Chief Executive Officer</del>	<p><del><b>Authorisation of Expenditure</b></del>  <del>Authorising all expenditures as approved in the budget, subject to:</del></p> <ul style="list-style-type: none"> <li><del>all Chief Executive Officer compensation, outside of normal monthly remuneration being authorised by the President; and</del></li> <li><del>all business-related expenses paid to the Chief Executive Officer being authorised or ratified by the President</del></li> </ul>
<del>27 March 2019</del>	<del>Chief Executive Officer</del>	<p><del><b>Reallocations of Budget</b></del>  <del>Subject to compliance with budgetary policies / limitations set by State Council, the CEO may reallocate budget allocations between activity areas up to a maximum amount of \$20,000 between State Council meetings, with such amendments to be reported to the next meeting of the Finance and Services Committee detailing the amount and reasons.</del></p>
4 December 2002	President Deputy President Chief Executive Officer	<p><b>Affixation of the Common Seal</b></p> <ul style="list-style-type: none"> <li>Affixation of the Association's common seal be undertaken upon the resolution of State Council except where it is impractical to obtain prior approval;</li> <li>In instances where obtaining prior approval is impractical, authority to affix the common seal be delegated to the Chief Executive Officer and one of either the President or Deputy President;</li> <li>A regular report be submitted to State Council "for noting" outlining all instances where the common seal has been used without prior resolution; and</li> <li>WALGA give priority to preparing an appropriate instrument of delegation.</li> </ul>
6 February 2002  6 June 2007 (Updated)	<del>Finance and Services Committee</del> <del>Insurance Board</del> <del>Municipal Waste Advisory Council</del> <del>Honours Panel</del> <del>Selection Committee</del>	<p><del><b>Finance and Services Committee</b></del></p> <p><del>On behalf of State Council, and in accordance with any policies, directions or limitations set by State Council, undertake the following functions:</del></p> <ul style="list-style-type: none"> <li><del>Determining key directions in relation to the establishment and/or development of new and current business opportunities that result in the delivery of outputs which enhance the financial and operational capacity of members and the Association.</del></li> <li><del>Adoption of business plans for the Association's service delivery units that deliver the key objectives within the Association's Strategic Plan, with regular monitoring of outcomes against agreed performance indicators.</del></li> <li><del>Oversee the financial management of the Association, including the recommendation of a draft annual Governance Budget to State Council, long term financial planning, monitoring/assessment of financial reports, approving and/or recommending budgetary reallocations to State Council, committing or reallocating reserve funds for special purposes, and auditing and presentation of the Association's annual accounts.</del></li> <li><del>Internal audit including monitoring/assessing compliance against financial and asset management and internal control policies.</del></li> <li><del>Oversee the delivery of business development, business management, human resource management and information management and corporate services.</del></li> <li><del>Establish a risk governance structure which ensures that management has implemented sound risk management policies and procedures across the Association, and which is regularly reviewed.</del></li> <li><del>Establish risk management and internal control performance indicators that are regularly evaluated through internal and external audit processes.</del></li> <li><del>Regularly report to State Council on the key activities and major decisions of the Committee.</del></li> </ul>

### Local Government Self Insurance Schemes Board

- To provide the overall strategic direction of the Schemes.
- To recommend the appointment of the Scheme Manager to State Council.
- To monitor the financial performance of the Schemes.
- To ensure the compliance of the Schemes with the law
- To ensure the proper management of risk.
- Communicating between the Scheme Manager and Stakeholders.
- To establish business plans for the Schemes with ongoing review.
- To establish performance indicators and set achievable targets in consultation with the Scheme Manager.
- To monitor the performance of the Scheme Manager's management of Scheme operations against key performance indicators.
- To require the Scheme Manager to put forward policy recommendations on key operational issues for the Services, including reinsurance, deductibles, level of contributions, levels of policy cover, investments, provisioning (reserves), risk management, rehabilitation etc, and to adopt policies on these issues and keep them under review.
- To make procedural determinations on process which are to be followed for the resolution of major claims.
- To satisfy itself that satisfactory reinsurance cover has been obtained for the Schemes for each Fund year.
- To accept members into the Schemes, with authority to place conditions for admission to membership, with authority for the Board to delegate this power to the Scheme Manager.
- To consider the advice of the Scheme Manager and make determinations on the levying of additional contributions on the Scheme Members where the Board considers such action to be necessary, and on the disbursement of surpluses.
- To consider the advice of the Scheme Manager and make determinations on the application of penalty loadings or other directives to members of the Schemes who have failed to comply with reasonable risk management standards or taken on additional risk exposures.
- To approve annual budgets, financial statements and annual reports for the Schemes.
- To appoint Scheme bankers, actuaries, auditors, legal panels, investment advisors and other service providers as required.
- To consider actuaries reports and set reserves.
- To consider auditors reports.
- To review the findings of Scheme performance reviews and customer satisfaction surveys.
- To adopt and keep under review Scheme Rules and Policy Wordings.
- To undertake such inquiries and seek such reports and information on the Schemes operations as the Board deems fit.
- To satisfy itself that the Scheme Manager maintains appropriate professional indemnity, public liability and other appropriate insurance policies that indemnify WALGA and the Schemes against Scheme Manager negligence.

### Municipal Waste Advisory Council (MWAC)

Representing the Western Australian Local Government Association in all matters relating to municipal waste management through delegation of appropriate powers and expenditure of budgeted funds, except the powers to acquire, hold and dispose of real property; borrow money; and set subscription levels. This delegation is further defined by the following:

- Decisions consistent with an existing formal Policy Statement of the Association can be made without reference to State Council.
- Decisions on issues where there is not an existing formal Policy Statement of the Association, may be made without prior reference to State Council – all decisions of this nature will be referred to State Council as soon as practicable for endorsement.
- Changes to the membership and voting entitlements of the Municipal Waste Advisory Council must be adopted by State Council prior to taking effect.

The objectives of the Municipal Waste Advisory Council Strategic Plan as amended from time to time define the primary areas of activity of the Council. The objectives of the current Strategic Plan are:

- Maintain MWAC as a credible, active and effective peak body in the area of waste management;
- Facilitate and encourage cooperative linkages between Local, State and Federal Government, Regional Councils, Industry and the Community.
- Promote economically sound, environmentally safe and socially acceptable waste management and minimisation strategies.
- Represent Local Governments' view on waste management issues.
- Coordinate and initiate research on waste management issues.



		<p><b>Honours Panel</b></p> <ul style="list-style-type: none"> <li>Overseeing the Association’s annual Honours Program with delegated power from the State Council during the entire process.</li> <li>Adjudicating in the selection of recipients for Association Honours and the Local Government Medal, annually.</li> <li>Recommending, where appropriate, the conferral of alternative Association Honours where it is concluded that a nominated candidate is better suited to a different award category than the one they were originally nominated for.</li> <li>Overseeing the annual budget set for the Association’s Honours Program.</li> <li>Encouraging, educating, promoting and raising the profile of all honours available to people in Local Government and all Western Australians.</li> <li>Reviewing the Honours Policies and supporting documentation as deemed necessary.</li> </ul> <p><b>Selection Committee</b></p> <ul style="list-style-type: none"> <li>Oversee the nominations and selection processes in accordance with the objectives and framework endorsed by the State Council.</li> <li>Call for and assess nominations for vacancies on Boards and Committees on the basis of objective selection criteria.</li> <li>Ensure that all steps in the selection process are completed before existing appointments to Boards and Committees expire.</li> <li>Make advisory recommendations to the State Council concerning the selection of applicants for vacancies on Boards and Committees which have been previously identified by State Council as being of strategic importance to the Association, including providing reasons for recommendations.</li> <li>For vacancies on boards and committees that have been identified as the highest strategic priority to Local Government, institute a process of formal interviews in the selection of candidates to ensure that the best person for the vacancy is recommended to State Council.</li> <li>Resolve upon preferred applicants for vacancies on Boards and Committees which have not been identified by State Council as being of strategic importance to the Association, including providing reasons for decision.</li> <li>Provide routine reports to State Council on the exercise of all delegated decision making authority concerning the selection process.</li> <li>Establish key performance indicators and set achievable targets for the Association’s selection process.</li> <li>Review the process for the selection of applicants for vacancies on Boards and Committees and the delegations provided to the Selection Committee annually or biennially.</li> <li>Develop and implement measures to increase the awareness and understanding of the selection process amongst the Association’s membership.</li> </ul>
<p><b>1 October 2002</b></p>	<p><b>Selection Committee</b></p>	<p><b>Nominations for Boards and Committees</b></p> <p>That the President be given authority to co-opt persons for vacancies where no nominations were received.</p>
<p><b>4 December 2002</b></p>	<p><b>Local Government Self Insurance Schemes Board Joint Venture Management Committee</b></p>	<p><b>Local Government Self Insurance Schemes</b></p> <p>In relation to the roles, relationships and responsibilities between the LGIS Management Committee and the Local Government Self Insurance Schemes Board:</p> <ul style="list-style-type: none"> <li>The name of the LGIS Management Committee be formally amended to ‘Joint Venture Management Committee’.</li> <li>The roles for the Local Government Self Insurance Schemes Board be: <ul style="list-style-type: none"> <li>providing the overall strategic direction of the Schemes;</li> <li>recommending appointment of the Scheme Manager to State Council;</li> <li>monitoring/evaluating Scheme Manager performance;</li> <li>monitoring the financial performance of the Schemes;</li> <li>ensuring compliance of the Schemes with the law;</li> <li>the proper management of risk; and</li> <li>communicating between the Scheme Manager and Stakeholders.</li> </ul> </li> <li>The roles for the Joint Venture Management Committee be: <ul style="list-style-type: none"> <li>policy oversight for the Municipal Insurance Broking Service (MIBS);</li> <li>monitoring the market share achieved by MIBS, by Council and by insurance type; and</li> <li>development of new insurance services or the enhancement of existing services and presenting such proposals to the WALGA Finance and Services Committee.</li> </ul> </li> <li>All responsibility for managing the contractual relationship between the Association and JLT reside with the WALGA Finance and Services Committee.</li> <li>All relevant documentation be amended accordingly to reflect these changes.</li> <li>Membership to the Joint Venture Management Committee comprise the President and CEO of WALGA or their nominees, the CEO or nominee of JLT and another senior officer of JLT.</li> </ul>



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## 6. Closure

*Upon the completion of business, the Chair declared the meeting closed **3:24pm**.*