

AGENDA



SHIRE OF MORAWA **17th March**

Councillors and Senior Staff are reminded that the next Ordinary Meeting of the Morawa Shire Council will be held in the **Morawa Shire Chambers, Winfield Street, Morawa** on **Tuesday 17th March 2015**

Ordinary Council Meeting

1pm



John Roberts
Chief Executive Officer
Date: 13th March 2015



Tuesday 17th March 2015

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Next Meeting

Ordinary Meeting 16th April, 2015

DISCLAIMER

INFORMATION FOR PUBLIC ATTENDING COUNCIL MEETINGS

PLEASE NOTE:

THE RECOMMENDATIONS CONTAINED IN THIS AGENDA ARE OFFICERS RECOMMENDATIONS ONLY AND SHOULD NOT BE ACTED UPON UNTIL COUNCIL HAS RESOLVED TO ADOPT THOSE RECOMMENDATIONS.

THE RESOLUTIONS OF COUNCIL SHOULD BE CONFIRMED BY PERUSING THE MINUTES OF THE COUNCIL MEETING AT WHICH THESE RECOMMENDATIONS WERE CONSIDERED.

MEMBERS OF THE PUBLIC SHOULD ALSO NOTE THAT THEY ACT AT THEIR OWN RISK IF THEY ENACT ANY RESOLUTION PRIOR TO RECEIVING AN OFFICIAL WRITTEN NOTIFICATION OF COUNCILS DECISION.

**JOHN ROBERTS
CHIEF EXECUTIVE OFFICER**

COUNCIL MEETING INFORMATION NOTES

1. Your Council generally handles all business at Ordinary or Special Council Meetings.
2. From time to time Council may form a Committee to examine subjects and then report to Council.
3. Generally all meetings are open to the public, however, from time to time Council will be required to deal with personal, legal and other sensitive matters. On those occasions Council will generally close that part of the meeting to the public. Every endeavour will be made to do this as the last item of business of the meeting.
4. Public Question Time. It is a requirement of the Local Government Act 1995 to allow at least fifteen (15) minutes for public question time following the opening and announcements at the beginning of the meeting. Should there be a series of questions the period can be extended at the discretion of the Chairman.

Written notice of each question should be given to the Chief Executive Officer fifteen (15) minutes prior to the commencement of the meeting. A summary of each question and response is included in the Minutes.

When a question is not able to be answered at the Council Meeting a written answer will be provided after the necessary research has been carried out. Council staff will endeavour to provide the answers prior to the next meeting of Council.

5. **Councillors** may from time to time have a financial interest in a matter before Council. Councillors must declare an interest and the extent of the interest in the matter on the Agenda. However, the Councillor can request the meeting to declare the matter **trivial, insignificant** or **in common with a significant number of electors** or **ratepayers**. The Councillor must leave the meeting whilst the matter is discussed and cannot vote unless those present agree as above.

Members of staff who have delegated authority from Council to act on certain matters, may from time to time have a financial interest in a matter on the Agenda. The member of staff must declare that interest and generally the Chairman of meeting will advise the Officer if he/she is to leave the meeting.

6. Agendas including an Information Bulletin are delivered to Councillors within the requirements of the Local Government Act 1995, ie seventy-two (72) hours prior to the advertised commencement of the meeting. Whilst late items are generally not considered there is provision on the Agenda for items of an urgent nature to be considered.

Should an elector wish to have a matter placed on the Agenda the relevant information should be forwarded to the Chief Executive Officer in time to allow the matter to be fully researched by staff. An Agenda item including a recommendation will then be submitted to Council for consideration. The Agenda closes the Monday week prior to the Council Meeting (ie ten (10) days prior to the meeting).

The Information Bulletin produced as part of the Agenda includes items of interest and information, which does not require a decision of Council.

7. Agendas for Ordinary Meetings are available in the Morawa Shire offices seventy two (72) hours prior to the meeting and the public are invited to secure a copy.
8. Agenda items submitted to Council will include a recommendation for Council consideration. Electors should not interpret and/or act on the recommendations until after they have been considered by Council. Please note the Disclaimer in the Agenda.
9. Public Question Time – Statutory Provisions – Local Government Act 1995.
 1. Time is to be allocated for questions to be raised by members of the public and responded to at:
 - (a) Every ordinary meeting of a council; and
 - (b) Such other meetings of councils or committees as may be prescribed

Procedures and the minimum time to be allocated for the asking of and responding to questions raised by members of the public at council or committee meetings are to be in accordance with regulations.

9A. Question Time for the Public at Certain Meeting - s5.24 (1) (b)

Local Government (Administration) Regulations 1996

- Reg 5 For the purpose of section 5.24(1)(b), the meetings at which time is to be allocated for questions to be raised by members of the public and responded to are:
- (a) every special meeting of a council; and
 - (b) every meeting of a committee to which the local government has delegated a power or duty.

Minimum Question Time for the Public – s5.24 (2)

- Reg 6 (1) The minimum time to be allocated for the asking of and responding to questions raised by members of the public at ordinary meetings of councils and meetings referred to in regulation 5 is fifteen (15) minutes.
- (2) Once all the questions raised by members of the public have been asked and responded to at a meeting referred to in sub regulation (1), nothing in these regulations prevents the unused part of the minimum question time period from being used for other matters.

Procedures for Question Time for the Public – s5.24 (2)

Local Government (Administration) Regulations 1996

- Reg 7 (1) Procedures for the asking of and responding to questions raised by members of the public at a meeting referred to in regulation 6 (1) are to be determined:
- (a) by the person presiding at the meeting; or
 - (b) in the case where the majority of members of the council or committee present at the meeting disagree with the person presiding, by the majority of members,
- having regard to the requirements of sub regulations (2) and (3).
- (2) The time allocated to the asking and responding to questions raised by members of the public at a meeting referred to in regulation 6(1) is to precede the discussion of any matter that requires a decision to be made by the council or the committee, as the case may be.
- (3) Each member of the public who wishes to ask a question at a meeting referred to in regulation 6(1) is to be given an equal and fair opportunity to ask the question and receive a response.
- (4) Nothing in sub regulation (3) requires:
- (a) A council to answer a question that does not relate to a matter affecting the local government;
 - (b) A council at a special meeting to answer a question that does not relate to the purpose of the meeting; or
 - (c) A committee to answer a question that does not relate to a function of the committee.

10. Public Inspection of Unconfirmed Minutes (Reg 13)

A copy of the unconfirmed Minutes of Ordinary and Special Meetings will be available for public inspection in the Morawa Shire Offices within ten (10) working days after the Meeting.

**DECLARATION OF
FINANCIAL INTEREST FORM**

TO: THE CHIEF EXECUTIVE OFFICER

AS REQUIRED BY SECTION 5.65 OF THE LOCAL GOVERNMENT ACT 1995,

I HEREBY DISCLOSE MY INTEREST IN THE FOLLOWING MATTERS OF

THE AGENDA PAPERS FOR THE COUNCIL MEETING DATED _____

AGENDA ITEM No.	SUBJECT	NATURE OF INTEREST	MINUTE No.

DISCLOSING PERSON'S NAME: _____

SIGNATURE: _____ DATE: _____

NOTES:

- For the purpose of the financial interest provisions you will be treated as having a financial Interest in a matter if either you, or a person with whom you are closely associated, have a Direct or indirect financial interest or a proximity interest in the matter.
NB: it is important to note that under the Act you are deemed to have a financial interest in a matter if a person with you are closely associated has financial interest or proximity interest. It is not necessary that there be a financial effect on you.
- This notice must be given to the Chief Executive Officer prior to the meeting.
- It is the responsibility of the individual Councillor or Committee Member to disclose a Financial interest. If in doubt, seek appropriate advice.
- A person who has disclosed an interest must not preside at the part of the meeting relating to The matter, or participate in, be present during any discussion or decision-making procedure relating to the matter unless allowed to do so under Section 5.68 or 5.69 of the Local Government Act 1995.

OFFICE USE ONLY:

- PARTICULARS OF DECLARATION GIVEN TO MEETING
- PARTICULARS RECORDED IN MINUTES
- PARTICULARS RECORDED IN REGISTER.

CHIEF EXECUTIVE OFFICER _____ DATED _____

SHIRE OF MORAWA
REQUEST FOR WORKS AND SERVICES

REPORT ON REQUESTS FOR WORKS AND SERVICES REQUIRING
ATTENTION BY THE CHIEF EXECUTIVE OFFICER OR DELEGATED TO
OTHER STAFF BY THE CHIEF EXECUTIVE OFFICER FOR ACTION.

*To the Chief Executive Officer,
I submit the following for consideration at the _____ meeting held*

*On _____ Council
Date*

Chief Executive Officer

Received Date

Filed On: _____
Date

Item No:	Subject Matter	CEO Action
1.		
2.		
3.		
4.		
5.		
6.		

Councillors Name/Signature _____

Date: _____

OFFICE USE ONLY	TICK
1. <i>Given to Chief Executive Officer</i>	
2. <i>Placed on Status/Information Report</i>	
3. <i>Action Recorded on Report</i>	

1 Declaration of Opening

The Shire President to declare that the meeting open at 1.00pm

1.1 Recording of Those Present

Cr K J Chappel	President
Cr D S Carslake	Deputy President
Cr D B Collins	
Cr D J Coaker	
Cr D S Agar	
Cr M J Thornton	
Cr K P Stokes	

Mr J Roberts	Chief Executive Officer
Ms S Smith	Executive Manager
Ms F Gledhill	Manager of Accounting and Finance
Mr P Buist	Principal Works Manager
Mr J Elliott	Project Officer
Ms S Hoad	Community Development Officer

1.2 Recording of Apologies

1.3 Recording Leave of Absence Previously Approved

1.4 Welcoming of Visitors to the Meeting

1.5 Announcements by the Presiding Member without Discussion

2 Public Question Time

2.1 Response to previous public questions taken on notice

2.2 Public question time

3 Declaration of Interest

Members are to declare financial, proximity and indirect interests.

4 Confirmation of Minutes of Previous Meeting

4.1 17th February 2015 – Ordinary Council Meeting

5 Public Statements, Petitions, Presentations and Approved Deputations

6 Method of Dealing with Agenda Business

7 Reports

7.1 Reports from Committees
Nil

7.2 Reports from the Chief Executive Officer

<i>Date of Meeting:</i>	17 March 2015
<i>Item No:</i>	7.2.1
<i>Subject:</i>	Status Report – February 2015
<i>Date & Author:</i>	13 March 2015 John Roberts
<i>Responsible Officer:</i>	Chief Executive Officer
<i>Applicant/Proponent:</i>	Chief Executive Officer John Roberts
<i>File Number:</i>	Various
<i>Previous minute/s &</i>	
<i>Reference:</i>	17 February 2015 (Last Update to Council)

SUMMARY

The Status Report provides an update on the progress of matters that have come before Council where a decision was made.

DECLARATION OF INTEREST

The author has no interest to declare in this report.

ATTACHMENTS

Shire of Morawa February 2015 Status Report.

BACKGROUND INFORMATION

The Status Report provides an update on the progress of matters that have come before Council where a decision was made.

OFFICER'S COMMENT

As per the Status Report

COMMUNITY CONSULTATION

As per the Status Report

COUNCILLOR CONSULTATION

As per the Status Report

STATUTORY ENVIRONMENT

Shire of Morawa Meeting Procedures Local Law 2012 (Standing Orders).

POLICY IMPLICATIONS

Not Applicable

FINANCIAL IMPLICATIONS

Not Applicable

STRATEGIC IMPLICATIONS

Not Applicable

RISK MANAGEMENT

Not Applicable

VOTING REQUIREMENT:

Simple Majority

OFFICER'S RECOMMENDATION

Council accepts the Shire of Morawa Status Report for February 2015.

MEETING	ITEM	ACTION REQUIRED	RESPONSE	OFFICER	TIME FRAME
Mar-08	8.1.2	Sinosteel Midwest Corporation Ltd – Entry Statement Project (Gateway Project)	<ul style="list-style-type: none"> DPI has offered assistance to ensure that Ministerial Directions in relation to the Rail Siding development are met. Council has agreed to undertake an internal design review to establish suitable on ground structures going forward. CYDO has been commissioned to manage this project with initial community meeting held. Review process will incorporate the main town entry statements and a new northern entry statement along the realigned Mingenew – Morawa Road. Preliminary designs were rejected by Council at September 2010 Meeting. Public tender process initiated to seek alternate design proposals has been suspended. Shire is seeking preliminary design proposals on an array of various concepts for further Council consideration. Visiting artists from Geraldton toured site on 15th March 2011. Preliminary concept designs rejected by Council. Council Working Group established and met to identify a way forward to further the concept design process. Landscape adviser identified and visitation to site occurred on 29th November 2011 with a following submission. TPG have provided a proposal to provide a scoping design role under the Morawa Super Town Project. Council sub-committee and SMC representative met with principal consultants in Perth on 27th February 2012. Initial design proposal received and on site meeting held on 7th May 2012. Further design received for Council consideration. Informal discussion held between ACEO and Scott Whitehead (SMC) – June 2013? Topics included: <ul style="list-style-type: none"> Gateway project; Future fund; Radio tower Options now required to address status of this project: <ul style="list-style-type: none"> CEO (Sean Fletcher) met with Scott Whitehead on 20 December 2013 and had a further meeting with SMC Legal Advisor Stuart Griffiths on 22 January 2014; Discussions highlighted that SMC is willing to allocate \$100,000 to the project or this level of funding to another town based project; Council informed of status at the Briefing Forum on 11 February 2014. The former CEO suggested to Council at the February Council meeting that perhaps it was time to revisit the Gateway Project. Council suggested that this should be done at the Briefing 	CEO / CYDO	Dec-13

			<p>Forum regarding the Old Morawa Hospital. Some preliminary discussion was had on 20 March 2014.</p> <ul style="list-style-type: none"> • SP, CEO & Stuart Griffiths (SMC) met on 17 July 2014 to discuss the Gateway Project and the Future Fund.. SMC stated that the \$100,000 allocation was not tied to the Gateway Project. It was suggested it could be used for community benefit infrastructure such as a childrens' playground. • CEO has had discussions with Paul Bremen of UHY Haines Norton regarding the most appropriate method of protecting the funds, particularly in the event of a future amalgamation. Paul is obtaining legal advice from McLeods Lawyers. Sinosteel are funding all costs associated with setting up the Trust Deed. • McLeods are in the process of drafting the Funds organisation structure and governing deed. 		
Oct-09	8.1.2	Morawa Sports Ground Amenities Upgrade	<p>Hand basin in Ladies Changeroom is affected by distance from the hot water system – pressure issue. A quote has been received to improve the pressure. The quote of \$44k is prohibitive. This not a problem during the winter months as watering of the grounds not required (watering reduces water pressure).</p>	CEO	Oct-13
Feb-10	8.2.2	Morawa Perenjori Trail Master Plan	<ul style="list-style-type: none"> • Initiate action to source grant funds to assist with development of Morawa Perenjori Trail Master Plan. R4R grant application lodged with the MWDC has been unsuccessful. Further grant funding options are being pursued. Approval for part funding for the Bush trial project has been received (\$65,000). Further funding for other projects is being sought from Lotteries West. A report was prepared for the August 2013 meeting for Council's consideration. Outcome was to defer project until Council's contribution could be budgeted. • Second application seeking \$65,000 was submitted in February 2013. There has been a delay due to State Elections in assessment of the application. Notification on the outcome of this application is expected January 2014; • Notified 5 March 2014 that the above application was unsuccessful; • The DCEO suggested on 20 March 2014 that perhaps there was an opportunity to combine the approved funding to the Gateway project. See Gateway Project comments. • No further action at this time. 	CEO	Dec-12
Jul-10	8.1.3	Heavy Industrial Land 10781 Stage 2	<ul style="list-style-type: none"> • Commence with heavy industrial land subdivision stage 2 at Lot 10781 Morawa – Yalgoo Road in accordance with Council resolution. Awaiting resolution of future access to 'Club Road' which will impact on the final lots to be made available. 	DCEO	Dec-12

			<p>LandCorp has confirmed its interest and intent to develop the site into a new Industrial Estate for Morawa. Joint stakeholder meeting scheduled for 7th February 2011. One landholder has indicated a preference to returning the block to the Shire and another landholder has expressed an interest in developing the site. The latter has received Council approval to a proposed land development plan, but has not met timeframe requirements as required under contractual agreement. LandCorp land development application also received and adopted as a preferred plan by Council. WAPC currently considering subdivision application.</p> <ul style="list-style-type: none"> • Stage 1 – Clearing: <ul style="list-style-type: none"> ◦ Landcorp Board met in October 2013 regarding the high cost of this project and has approved Stage 1 of a three stage program. (This will include Club Rd, clearing of the access roads and land to the subdivision). Work started 3 March 2014 and is completed; • Stage 2 – Headworks: <ul style="list-style-type: none"> ◦ Will be funded by Landcorp. Approval to finalise funding will not occur until November 2014 • Stage 3 – Installation of Roadways: <ul style="list-style-type: none"> ◦ Funded by Landcorp with work to be done by Shire. Discussions have been held to explore the possibility of utilising surplus funds from the Town Centre projects when projects are complete in January 2015. 		
Jul-10	Urgent Business	Club Road Access	<ul style="list-style-type: none"> • A cost estimate has been received to construct a new thoroughfare to the east of 'Club Road'. WNR has also issued advice offering a 5 year lease to the Shire of Morawa for continued access to 'Club Road'. During the lease term, it is proposed that both parties agree to work together as a means of jointly resolving future access or otherwise to Club Road at the completion of the 5 year term. Club road has now been included as part of the Industrial subdivision process. • Department of Environment and Regulation permits approved end of December 2013. • Landcorp has recommended local contractor to assist with the clearing. This work ties in with Stage 1 of Heavy Industrial Land <p><u>Note:</u> The progress on this project is now subject to the Industrial Sub-division outcomes. See previous item.</p>	CEO	Dec-13
Dec-10	8.3.4	Karara Mining Ltd Regional Community Trust	<ul style="list-style-type: none"> • Enter into discussions and negotiate a Regional Community Trust for Morawa, Perenjori, Three Springs and Mingenew with Karara Mining Ltd. 	CEO	Feb-13

Jun-11	8.2.1	Climate Change Risk Assessment & Adaptation Action Plan	<ul style="list-style-type: none"> Implement adaptation action plan strategies rated 'extreme' and 'high' as budgetary and human resources permit. Consideration required to start funding actions in 2014/15 	CEO	Jun-13
Apr-13	8.2.2	Regional Mobile Tower Coverage	<ul style="list-style-type: none"> DRD confirmed on 26 February 2014 that the \$1M from the CLGF-R component was approved by Cabinet and issued the FAA at the same time. Minister Redman made this announcement on 7 March 2014. In the interim, the CEO advised DRD (Meegan Babe – Project Officer) on 6 March 2014 that the project commencement date and access to funding is subject to endorsement by the MWDC Board re MWIP funding, which in turn is still subject to final approval by Cabinet. The MWDC Board met on 28 February 2014 to discuss the project. CEO asked for feedback on 6 March 2014 regarding the outcome of the meeting. The CEO and Project Officer also made a submission to the Commonwealth Government's \$100M Mobile Coverage Programme and have listed Merkanooka and Morawa East High as areas requiring a base station. The President based on comments made by some councillors at the Council meeting on 20 February 2014 suggested they contact the CEO on other potential locations. The CEO also asked for this information in the Councillor update issued on 28 February 2014 including whether Merkanooka North and Canna/Gutha North East was suitable; In an email to councillors on 19 March 2014, the author advised that the MWDC Board did not support the project. In short, the letter from the MWDC stated that funding from the Mid West Investment Plan to the seven sites is not supported (worth about \$2.2M) as: <ul style="list-style-type: none"> The MWDC is continuing to work with the State Government regarding the implementation of RMCP Round 2 and that three of the seven sites have been included on the initial draft list of priority sites for the Mid West (Arrino, Latham and Yandanooka); Suggests the shires fund the other four towers themselves (for Morawa this means funding both towers – Merkanooka and Morawa East). The letter was also sent to the participating member shire presidents. As discussed at a session with councillors on 20 March 2014: <ul style="list-style-type: none"> In Morawa's case, there is not the capacity to fund the two towers (the expected cost is in the order of \$2M). As a result, it is highly doubtful that this project will now proceed 	CEO	Jun-30

			<p>and leaves the recently awarded \$1M from the County Local Government Fund (CLGF) Regional component to this project at a loose end;</p> <ul style="list-style-type: none"> ○ Reallocate the \$1M CLGF – Regional component funding to another Morawa project that is regional in nature. In essence, the Shire of Morawa is entitled to the total allocation of this funding to a regional project due to the other shires already benefitting from earlier allocations out of the CLGF – Regional component; ○ The Shire President advised that she has spoken to Shane Love MLA on 19 March 2014 to advocate further on this matter re the MWDC and funding from the MWIP. The author also then provided supporting information to Mr Love; ○ In response, councillors suggested that the \$1M CLGF – R was allocated to the Morawa Airport project. The Shire President indicated that the other shires will need to agree. <ul style="list-style-type: none"> • On 1 April 2014 Megan from DRD contacted the author regarding whether the funds will be spent this financial year or next financial year. The author commented that the funds will be spent next financial year. Accordingly, Megan advised that the funds will be available from 1 July 2014 once the Shire needs this funding. • The CEO has advised the other CEOs that they need to meet to discuss the possibility of reallocating the \$1M CLGF – R funds to a Morawa project that is of regional benefit. He has also had the opportunity to have preliminary discussions with the CEOs of Three Springs and Mingenew and mention that the upgrade of the Morawa Airport meets the funding requirements. • Letter of Support received from the Shire of Mingenew 29 April 2014. • Business Plan completed and will be presented to December Council meeting. <p>Note: The 2013/14 Budget contained an additional \$250,000 for electrical works</p>		
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Council Resolutions for Actioning or Attention Completed

Chief Executive Officer					
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Feb 2014	7.2.6.1	Strategic Plan Update and Progress Report	Put forward for 2014/15 Budget consideration the requirements of Regulation 17 regarding risk management: <ul style="list-style-type: none"> CEO attended LGMA briefing session on 28 February 2014 regarding the requirements of Regulation 17; Quote received from LGIS to undertake this project on a group basis: Mingenew, Carnamah, Coorow, Morawa and Perenjori. Cost will be \$5,856. Project has been completed. Report to Council in October 2014. 	CEO	Completed
Feb 2014	7.2.6.2	Management of Morawa Community Care Units	This matter is now handled by the Morawa Community Aged Care Committee.	CEO	Completed
Mar 2014	12.1.1	Proposal to Reallocate Solar Thermal Feasibility Funding (\$500,000)	<ul style="list-style-type: none"> Letter requesting transfer of \$500,000 to the upgrade of the Morawa Airport issued 2 April 2014; This matter replaces the previous item on this matter (Western Power – September 2007) Business Plan completed and will be presented to December Council meeting. 	CEO	In Progress
	Deputy Chief Executive Officer				
Apr 2014	7.2.5.1	Agreement to Perform Works Level Crossing Upgrade Brookfield Rail – Shire of Morawa	<ul style="list-style-type: none"> Document executed 17 April 2014. Document re-executed 30 April 2014 and sent registered post 5 May 2014 	DCEO	Completed
	Manager Accounting & Finance				
	Nil			MAF	
	Project Officer				
	7.2.4.2	Morawa Freight Heavy haulage Road main Road Acquisition of Portion of Lot 454 Winfield Street Morawa	Also refer Status Update 8.2.1 April 13.	PO	In Progress
Apr 2014	7.2.4.1	Proposed Amendment No. 3 to Local Planning Scheme No. 2 (Omnibus Scheme Amendment)	<ul style="list-style-type: none"> Matter was deferred at the April 2014 meeting pending further information; To be presented to the 19 June 2014 OCM Period of advertising seeking submissions closed 7 July 2014. No submissions received. 	PO	In Progress

	Community Youth Development Officer			CYDO	
	Nil				

Legend

1. Text in red indicates current action.
2. Table items shaded in yellow refer to long outstanding items (generally six months or more).
3. Table items in green refer to matters within the last six months.

<i>Date of Meeting:</i>	17 th March 2015
<i>Item No:</i>	7.2.2.1
<i>Subject:</i>	Accounts Due for Payment
<i>Date & Author:</i>	09/03/2015 Jenny Mutter
<i>Responsible Officer:</i>	Finance Officer
<i>Applicant/Proponent:</i>	
<i>File Number:</i>	ADM 0135
<i>Previous minute/s &</i>	
<i>Reference:</i>	

SUMMARY

A list of accounts is attached for all payments made for the month of February 2015.

DECLARATION OF INTEREST

Nil

ATTACHMENTS

List of accounts Due & Submitted to council 17th March 2015

BACKGROUND INFORMATION

LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996 – REG 13
The local government has delegated to the CEO the exercise of power to make payments from the municipal fund or the trust fund, a list of accounts paid by the CEO is to be prepared each month showing for each account paid since the last such list was prepared.

OFFICER'S COMMENT

COMMUNITY CONSULTATION

COUNCILLOR CONSULTATION

STATUTORY ENVIRONMENT

LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996 – REG 13

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

As per list of accounts

STRATEGIC IMPLICATIONS

RISK MANAGEMENT

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

It is recommended that the list of accounts paid by the Chief Executive Officer under delegated authority, represented by:

- Municipal EFT Payment Numbers EFT 7180 to EFT 7234 inclusive, amounting to \$250,372.49
- Municipal Cheque Payments numbered 11357 to 11364 totalling \$2274.76;
- Municipal Direct Debit Payments Numbers DD4275.1 to DD4318.1 amounting to \$21,600.45 ;
- Payroll for February 2015
11/02/2015 - \$52,803.33
25/02/2015 - \$51,102.93

Be endorsed.

Chq/EFT	Date	Name	Description	Amount
EFT7180	11/02/2015	Star Track Express	Freight	769.93
EFT7181	11/02/2015	Morawa Medical Centre	Dr Consult	95.00
EFT7182	11/02/2015	Kats Rural	BBQ	165.50
EFT7183	11/02/2015	WesTrac Equipment Pty Ltd	Part	1798.47
EFT7184	11/02/2015	Midwest Chemical & Paper Distributors	Supplies	199.72
EFT7185	11/02/2015	Choices Flooring Geraldton	Blinds 2 Broad St	1683.00
EFT7186	11/02/2015	S & K Electrical Contracting Pty Ltd	Repair	167.11
EFT7187	11/02/2015	Sunny Sign Company Pty Ltd	Purchase	477.40
EFT7188	11/02/2015	Geraldton Toyota	Car Service	714.92
EFT7189	11/02/2015	Sigma Companies Group Pty Ltd	Purchases	1251.05
EFT7190	11/02/2015	Cramer & Neill	Repairs	1726.20
EFT7191	11/02/2015	Geraldton Mower & Repairs Specialists	Parts	1676.70
EFT7192	11/02/2015	Morawa Rural Enterprises	Parts	49.25
EFT7193	11/02/2015	Snap Osborne Park	Posters	144.00

Chq/EFT	Date	Name	Description	Amount
EFT7194	11/02/2015	Covs Parts Pty Ltd	Parts	806.43
EFT7195	13/02/2015	Australian Services Union	Payroll deductions	100.40
EFT7196	18/02/2015	Building Civil and Landscapes	Progress Claim 4	137989.60
EFT7197	18/02/2015	Open Spaces Productions Pty Ltd	1st Progress payment on commission 25%	26125.00
EFT7198	18/02/2015	David Lourland	Refund for accommodation over payment	420.00
EFT7199	20/02/2015	Australian Taxation Office	Bas for January 2015	11996.00
EFT7200	23/02/2015	Morawa News & Gifts	Purchases	256.71
EFT7201	23/02/2015	Morawa Roadhouse	Caravan park booking book holding on the weekends - 18 weeks	900.00
EFT7202	23/02/2015	Morawa IGA	Purchases	687.52
EFT7203	24/02/2015	Morawa Medical Centre	Consult	63.00
EFT7204	24/02/2015	UHY Haines Norton	Attendance for Audit committee meeting	440.00
EFT7205	24/02/2015	Morawa Traders	Purchases	31.20

Chq/EFT	Date	Name	Description	Amount
EFT7206	24/02/2015	Landmark Operations Limited	Purchases	114.04
EFT7207	24/02/2015	Midwest Chemical & Paper Distributors	Purchases	1337.56
EFT7208	24/02/2015	BL & MJ Thornton Waste Removal Services	Waste removal for Dec 14	17916.14
EFT7209	24/02/2015	Orica Australia	Packaging	201.87
EFT7210	24/02/2015	Geraldton Fuel Company Pty Ltd	Bulk fuel and card usage	12345.58
EFT7211	24/02/2015	Reliance Petroleum	Card purchases for Jan 2015	1683.08
EFT7212	24/02/2015	S & K Electrical Contracting Pty Ltd	Repairs	895.16
EFT7213	24/02/2015	Clarkson Freightliners	Freight from Orica	1760.00
EFT7214	24/02/2015	Canine Control	Ranger Services 22nd Jan. 2015	928.16
EFT7215	24/02/2015	GH Country Courier	Freight	253.78
EFT7216	24/02/2015	Courier Australia	Freight	44.95
EFT7217	24/02/2015	Vidguard Security Systems	Monitoring Fees	115.50
EFT7218	24/02/2015	Bob Waddell Consultant	Assistance with 14/15 budget review	528.00

Chq/EFT	Date	Name	Description	Amount
EFT7219	24/02/2015	Bunnings Group Limited	Purchases	417.96
EFT7220	24/02/2015	Leading Edge Computers Dongara & Geraldton	admin office purchases	2252.00
EFT7221	24/02/2015	Neverfail Springwater Limited	Monthly cooler rental	28.60
EFT7222	24/02/2015	WA Country Health Service - Midwest	Laundry	226.42
EFT7223	24/02/2015	Choices	supply and install floor coverings as per quote 2 Broad Street	4631.00
EFT7224	24/02/2015	Nothern Country Zone of WALGA	Annual Subscription 14/15	1700.00
EFT7225	24/02/2015	Shire of Three Springs	Shared Services Rick Ryan	4093.24
EFT7226	24/02/2015	J & K Hopkins	Return for Sally's desk	219.00
EFT7227	24/02/2015	Jimiece Coughlan	Lifesaving for Aus. Day	70.00
EFT7228	24/02/2015	Staples	Printing charges	815.75
EFT7229	24/02/2015	Energy and Water Ombudsman (Wester Australia) Limited	Annual Levy 14/15 instalment 3/3	18.34
EFT7230	24/02/2015	Colliers International	Rent of Depot	423.85
EFT7231	24/02/2015	Lets Party - Geraldton	Purchases	105.00

Chq/EFT	Date	Name	Description	Amount
EFT7232	24/02/2015	Els & Associates Pty Ltd	Claim Number 1 for Period 17-20 and 23/27 Feb 20115	5913.00
EFT7233	26/02/2015	Desmond Councillor	Refund for town hall booking 21/2/2015	500.00
EFT7234	26/02/2015	Australian Services Union	Payroll deductions	100.40 Eft Total = \$250,372.49
11357	11/02/2015	Synergy	Power Bill	120.70
11358	11/02/2015	Telstra Corporation Limited	Telstra Bill	124.80
11359	11/02/2015	Orana Cinemas	Movie Pass	180.00
11360	18/02/2015	Mark Coaker	Refund for pool pass	180.00
11361	24/02/2015	Shire of Morawa	Gun License	119.00
11362	24/02/2015	Telstra Corporation Limited	Usage	610.23
11363	24/02/2015	Morawa Licensed Post Office Emmlee's	Postage for Dec 14	478.50
11364	24/02/2015	McLeods Barristers and Solicitors	Future Fund Agreement	461.53 Chq Total \$2274.76

Chq/EFT	Date	Name	Description	Amount
DD4275.1	11/02/2015	WA Local Government Superannuation Plan	Payroll deductions	7645.76
DD4275.2	11/02/2015	AMP LIFE LTD - SUPERANNUATION	Superannuation contributions	227.56
DD4275.3	11/02/2015	BT FINANCIAL GROUP	Superannuation contributions	288.65
DD4275.4	11/02/2015	MLC Nominees Pty Ltd	Superannuation contributions	210.78
DD4275.5	11/02/2015	Asteron Client Services	Superannuation contributions	65.76
DD4275.6	11/02/2015	HOSTPLUS	Superannuation contributions	142.50
<i>DD4275.7</i>	<i>11/02/2015</i>	<i>Concept One</i>	<i>Superannuation contributions</i>	<i>201.88</i>
DD4275.8	11/02/2015	IOOF	Superannuation contributions	501.60
DD4297.1	25/02/2015	WA Local Government Superannuation Plan	Payroll deductions	7547.70
DD4297.2	25/02/2015	AMP LIFE LTD - SUPERANNUATION	Superannuation contributions	227.56

Chq/EFT	Date	Name	Description	Amount
DD4297.3	25/02/2015	BT FINANCIAL GROUP	Superannuation contributions	288.65
DD4297.4	25/02/2015	MLC Nominees Pty Ltd	Superannuation contributions	210.78
DD4297.5	25/02/2015	Asteron Client Services	Superannuation contributions	65.76
DD4297.6	25/02/2015	Australian Super	Superannuation contributions	74.10
DD4297.7	25/02/2015	HOSTPLUS	Superannuation contributions	152.48
DD4297.8	25/02/2015	Concept One	Superannuation contributions	201.88
DD4297.9	25/02/2015	IOOF	Superannuation contributions	456.00
DD4314.1	04/02/2015	Westnet Pty Ltd	Internet for Feb 2015	224.75
DD4316.1	02/02/2015	Ricoh Finance	Lease	294.59
DD4318.1	05/02/2015	BankWest	Mastercard Purchases January 2015	2571.71 <i>DD total \$21,600.45</i>

Chq/EFT	Date	Name	Description	Amount
Payroll	11/02/2015			\$52,803.33
Payroll	25/02/2015			\$51,102.93

Totals
Eft – \$250,372.49
Chq - \$2274.76
DD's - \$21,600.45
Payroll - \$76,906.26
Totals for February
\$351,153.96

Meeting Date:	17th March, 2015
Item No	7.2.2.2
Subject:	Reconciliations February, 2015
Date & Author:	10/03//2015– Fred Gledhill
Responsible Officer:	Fred Gledhill/Jenny Mutter
Proponent:	Manager Accounting & Finance
File No:	ADM 0189
Voting Requirements:	Simple Majority

SUMMARY

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

DECLARATION OF INTEREST

Nil

ATTACHMENTS

Nil

BACKGROUND INFORMATION

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

OFFICER'S COMMENT

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

The Bank Balances as at 28th February, 2014:-

- | | |
|--|----------------|
| - Municipal Account # | \$1,498,128.33 |
| - Trust Account | \$ 8,572.80 |
| - Business Telenet Saver (Reserve) | \$5,876,850.96 |
| - WA Treasury O/Night Facility (Super Towns) | \$1,403,186.30 |

BANK RECONCILIATION BALANCES

The Bank Reconciliation Balances for 28th February, 2015 with a comparison for 28th February, 2014 is as follows:

	2014	2015
Municipal Account #	\$856,332.12	\$1,498,128.33
Trust Account	\$17,924.70	\$8,572.80
Reserve Account	\$7,567,799.15	\$7,280,037.26

RESERVE ACCOUNT

The Reserve Funds of \$7,280,037.26 as at 28th February, 2015 were invested in:-

- Bank of Western Australia \$5,876,850,.96 in the Business Telenet Saver Account and
- \$1,403,186.30 in the WA Treasury O/Night Facility.

Breakdown for February, 2015 with a comparison for February, 2014 is as follows:-

	2014	2015
Sports Complex Upgrade Reserve	\$383,080.45	\$0.00
Land & Building Reserve	\$4,993.34	\$5117.13
Plant Reserve	\$623,964.58	\$737,797.34
Leave Reserve	\$130,158.62	\$220,155.60
Economic Development Reserve	\$102,845.15	\$105,394.37
Sewerage Reserve	\$42,557.03	\$79,142.63
Unspent Grants & Contributions Reserve	\$177,882.63	\$853,302.70
Community Development Reserve	\$1,449,206.47	\$1,485,127.82
Water Waste Management Reserve	\$0.00	\$0.00
Future Funds Reserve	\$2,096,151.52	\$2,148,108.66
Morawa Community Trust Reserve	\$24,528.70	\$18,810.33
Aged Care Units Reserve	\$8,591.29	8,804.23
Transfer Station Reserve	\$318,919.48	\$194,717.01
S/Towns Revitalisation Reserve	\$1,680,572.65	\$865,938.94
ST Solar Thermal Power Station Reserve	\$524,347.24	\$537,247.36
Business Units Reserve	\$0.00	\$20,373.14
Total	\$7,567,799.15	\$7,280,037.26

TRANSFER OF FUNDS

- \$42,537.35 from Municipal Fund to Plant Reserve being for the 4th Quarter Plant Depreciation for 13/14 (accounted for in the 13/14 Financial Statements)
- \$64,145.37 from Unspent Grants to Municipal Fund for the S/T Road Realignment (these funds are also accounted for in the 13/14 Financial Statement.
- \$50,000 from Plant Reserve to Municipal Fund for purchase of CEO Vehicle as per 2014/15 Adopted Budget on the 20th August, 2014.
- \$348,248 from Unspent Grants Reserve to Municipal Fund for the S/T Road Realignment on the 20th August, 2014.
- \$820,000 from Unspent Grants Reserve to Municipal Fund for the S/T Road Realignment on the 5th September, 2014.
- \$48,781.29 from Municipal Fund to Plant Reserve being for the 1st Quarter Plant Depreciation transfer as per Budget on the 11th December, 2014..
- \$48,781.29 from Municipal Fund to Plant Reserve being for the 2nd Quarter Depreciation transfer as per Budget on the 14th January, 2015.
- \$855,000.00 from S/towns Revitalisation Reserve to Municipal Fund for Town Street Upgrade on the 10th February, 2015.

STATUTORY ENVIRONMENT

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

POLICY IMPLICATIONS

Section 3 – Finance 3.4.7 Risk Management Controls – Monthly bank reconciliations to be prepared for each account and reported to Council Monthly

FINANCIAL IMPLICATIONS

As presented

STRATEGIC IMPLICATIONS

Nil

RISK MANAGEMENT

As per Policy Section 3 – Finance 3.4.7 Risk Management Controls

OFFICER'S RECOMMENDATION

It is recommended that the bank reconciliation report for 28th February, 2015 be received.

Item No	7.2.2.3
Subject:	Monthly Financial Statements
Proponent:	Manager Accounting & Finance
Date:	11th March, 2015
Voting Requirements:	Simple Majority
Meeting Date:	17th March, 2015

INTRODUCTION

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

COMMENT

The February Monthly Financial Activity Report pertaining to Councils operations is provided under separate. A copy of the schedules is available if required.

STATUTORY ENVIRONMENT

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

FINANCIAL IMPLICATIONS

As presented

STRATEGIC IMPLICATIONS

Nil

OFFICER'S RECOMMENDATION

It is recommended that Council receive the Statement of Financial Activity and Variance Report for the period ending the 28th February, 2015.



SHIRE OF MORAWA
MONTHLY STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY 2014 TO 28 FEBRUARY 2015

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SHIRE OF MORAWA

STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2014 TO 28 FEBRUARY 2015

	NOTE	February 2015 Actual \$	February 2015 Y-T-D Budget \$	2014/15 Budget \$	Variances Actuals to Budget \$	Variances Actual Budget to Y-T-D %	
<u>Operating</u>							
Revenues/Sources	1,2						
Governance		9,899	5,664	99,469	(56,414)	(85.07%)	▼
General Purpose Funding		1,325,875	1,313,379	1,771,830	12,496	0.95%	
Law, Order, Public Safety		26,487	40,712	56,425	(14,225)	(34.94%)	▼
Health		4,119	7,410	13,910	(3,291)	(44.41%)	
Education and Welfare		18,320	299,420	451,500	(281,100)	(93.88%)	▼
Housing		31,723	33,920	101,470	(2,197)	(6.48%)	
Community Amenities		426,848	485,723	1,875,532	(58,875)	(12.12%)	▼
Recreation and Culture		107,962	69,921	741,147	38,041	54.41%	▲
Transport		789,968	2,742,684	3,034,974	(1,952,716)	(71.20%)	▼
Economic Services		107,295	271,212	949,685	(163,917)	(60.44%)	▼
Other Property and Services		96,939	66,681	101,566	30,258	45.38%	▲
		2,945,435	5,336,726	9,197,507	(2,451,940)	(44.81%)	
(Expenses)/(Applications)	1,2						
Governance		(271,961)	(303,614)	(487,308)	52,911	16.29%	▼
General Purpose Funding		(108,122)	(120,304)	(186,774)	12,182	10.13%	▼
Law, Order, Public Safety		(80,409)	(110,890)	(160,132)	30,481	27.49%	▼
Health		(155,042)	(201,764)	(301,800)	46,722	23.16%	▼
Education and Welfare		(150,250)	(427,345)	(725,601)	277,095	64.84%	▼
Housing		(74,602)	(76,524)	(174,422)	1,922	2.51%	
Community Amenities		(291,886)	(365,692)	(526,191)	73,806	20.18%	▼
Recreation & Culture		(805,768)	(632,157)	(905,233)	(173,611)	(27.46%)	▲
Transport		(1,314,696)	(1,183,858)	(1,722,847)	(130,838)	(11.05%)	▲
Economic Services		(350,390)	(417,285)	(593,829)	66,895	16.03%	▼
Other Property and Services		(181,784)	(57,618)	(29,037)	(124,166)	(215.50%)	▲
		(3,784,910)	(3,897,051)	(5,813,176)	133,399	(2.88%)	
Net Result Excluding Rates		(839,475)	1,439,675	3,384,331	(2,318,541)		
<u>Adjustments for Non-Cash</u>							
<u>(Revenue) and Expenditure</u>							
(Profit)/Loss on Asset Disposals	4	(3,636)	5,255	14,036	(8,891)	169.19%	
Movement in Leave Reserve (Added Back)		3,562	0	0	3,562	0.00%	
Movement in Deferred Pensioner Rates/ESL (no		0	0	0	0	0.00%	
Movement in Employee Benefit Provisions (non-		0	0	0	0	0.00%	
Rounding Adjustment		2	0	0	2	0.00%	
Depreciation on Assets		936,810	728,632	1,093,212	208,178	(28.57%)	▲
<u>Capital Revenue and (Expenditure)</u>							
Purchase of Investments		0	0	0	0	0.00%	
Purchase Land Held for Resale	3	0	0	0	0	0.00%	
Purchase Land and Buildings	3	(75,632)	(636,192)	(925,865)	560,560	88.11%	▼
Purchase Plant and Equipment	3	(55,407)	(827,376)	(1,090,078)	771,969	93.30%	▼
Purchase Furniture and Equipment	3	(16,322)	(20,000)	(25,000)	3,678	18.39%	
Purchase Infrastructure Assets - Roads	3	(1,482,698)	(2,011,623)	(2,561,561)	528,925	26.29%	▼
Purchase Infrastructure Assets - Footpaths	3	(4)	0	(36,650)	(4)	0.00%	
Purchase Infrastructure Assets - Drainage	3	0	0	0	0	0.00%	
Purchase Infrastructure Assets - Parks & Ovals	3	(4,306)	(24,819)	(49,641)	20,513	82.65%	▼
Purchase Infrastructure Assets - Airfields	3	0	(2,600,000)	(2,600,000)	2,600,000	100.00%	▼
Purchase Infrastructure Assets - Playground E	3	0	0	0	0	0.00%	
Purchase Infrastructure Assets - Sewerage	3	(3,460)	0	0	(3,460)	0.00%	
Purchase Infrastructure Assets - Dams	3	0	0	0	0	0.00%	
Purchase Infrastructure Assets - Other	3	(530,852)	(2,806,848)	(4,124,517)	2,275,996	81.09%	▼
Proceeds from Disposal of Assets	4	16,364	66,056	69,091	(49,692)	(75.23%)	▼
Repayment of Debentures	5	(42,920)	(43,288)	(66,467)	368	0.85%	
Proceeds from New Debentures	5	0	73,336	110,000	(73,336)	(100.00%)	▼
Advances to Community Groups		0	0	0	0	0.00%	
Self-Supporting Loan Principal Income	5	0	0	0	0	0.00%	
Transfers to Restricted Assets (Reserves)	6	(233,027)	(334,274)	(444,153)	101,247	30.29%	▼
Transfers from Restricted Asset (Reserves)	6	2,073,248	3,634,300	5,184,561	(1,561,052)	(42.95%)	▼
ADD Net Current Assets July 1 B/Fwd	7	606,653	602,176	602,176	4,477	0.74%	
LESS Net Current Assets Year to Date	7	1,786,025	(1,287,167)	0	3,073,192	238.76%	
Amount Raised from Rates	8	(1,437,125)	(1,467,823)	(1,466,525)	30,698	(2.09%)	

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

Material Variances Symbol

Above Budget Expectations

▲

Greater than 10,000 and greater than 10%

Below Budget Expectations

▼

Less than 10,000 and less than 10%

SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2014 TO 28 FEBRUARY 2015

1. SIGNIFICANT ACCOUNTING POLICIES

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

(a) Basis of Accounting

The budget has been prepared in accordance with applicable Australian Accounting Standards (as they apply to local government and not-for-profit entities), Australian Accounting Interpretations, other authoritative pronouncements of the Australian Accounting Standards Board, the Local Government Act 1995 and accompanying regulations.

The budget has also been prepared on the accrual basis and is based on historical costs, modified, where applicable, by the measurement at fair value of selected non-current assets, financial assets and liabilities.

(b) The Local Government Reporting Entity

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

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

All monies held in the Trust Fund are excluded from the statement, but a separate statement of those monies appears at Note 9.

(c) Rounding Off Figures

All figures shown in this statement, other than a rate in the dollar, are rounded to the nearest dollar.

(d) Rates, Grants, Donations and Other Contributions

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

(e) Goods and Services Tax

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

(f) Superannuation

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

(g) Cash and Cash Equivalents

Cash and cash equivalents include cash on hand, cash at bank, deposits held at call with banks, other short term highly liquid investments with original maturities of three months or less that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value and bank overdrafts.

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

SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2014 TO 28 FEBRUARY 2015

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(h) Trade and Other Receivables

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

(i) Inventories

General

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

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

Land Held for Resale

Land purchased for development and/or resale is valued at the lower of cost and net realisable value. Cost includes the cost of acquisition, development, borrowing costs and holding costs until completion of development. Finance costs and holding charges incurred after development is complete are expensed.

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

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

(j) Fixed Assets

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

Initial Recognition

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

Revaluation

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

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

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

Those assets carried at a revalued amount, being their fair value at the date of revaluation less any subsequent accumulated depreciation and accumulated impairment losses, are to be revalued with sufficient regularity to ensure the carrying amount does not differ materially from that determined using fair value at reporting date.

SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2014 TO 28 FEBRUARY 2015

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(j) Fixed Assets (Continued)

Land Under Roads

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

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

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

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

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

Depreciation of Non-Current Assets

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

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

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

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

Depreciation of Non-Current Assets (Continued)

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

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

SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2014 TO 28 FEBRUARY 2015

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(j) Fixed Assets (Continued)

Capitalisation Threshold

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

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

Capitalisation Threshold

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

(k) Financial Instruments

Initial Recognition and Measurement

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

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

Classification and Subsequent Measurement

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

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

Amortised cost is calculated as:

(a) the amount in which the financial asset or financial liability is measured at initial recognition;

(b) less principal repayments;

(c) plus or minus the cumulative amortisation of the difference, if any, between the amount initially recognised and the maturity amount calculated using the effective interest rate method; and

(b) less any reduction for impairment.

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

SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2014 TO 28 FEBRUARY 2015

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(k) Financial Instruments (Continued)

Classification and Subsequent Measurement (Continued)

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

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

(ii) Loans and receivables

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

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

(iii) Held-to-maturity investments

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

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

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

(iv) Available-for-sale financial assets

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

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

(v) Financial liabilities

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

Impairment

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

SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2014 TO 28 FEBRUARY 2015

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(l) Estimation of Fair Value

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

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

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

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

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

(m) Impairment

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

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

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

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

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

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

(n) Trade and Other Payables

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

SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2014 TO 28 FEBRUARY 2015

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(o) Employee Benefits

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

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

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

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

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

(p) Borrowing Costs

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

(q) Provisions

Provisions are recognised when:

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

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

Provisions are not recognised for future operating losses.

(r) Current and Non-Current Classification

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

(s) Comparative Figures

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

SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2014 TO 28 FEBRUARY 2015

2. STATEMENT OF OBJECTIVE

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

GOVERNANCE

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

GENERAL PURPOSE FUNDING

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

LAW, ORDER, PUBLIC SAFETY

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

HEALTH

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

EDUCATION AND WELFARE

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

HOUSING

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

COMMUNITY AMENITIES

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

RECREATION AND CULTURE

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

TRANSPORT

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

ECONOMIC SERVICES

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

OTHER PROPERTY & SERVICES

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

SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2014 TO 28 FEBRUARY 2015

	2014/15 Budget \$	February 2015 YTD Budget \$	February 2015 Actual \$
3. ACQUISITION OF ASSETS			
The following assets have been acquired during the period under review:			
<u>By Program</u>			
Governance			
Upgrade to Old Council Chambers	230,000	172,500	14,578.95
General Purpose Funding			
Health			
Ford Sedan (Doctor Vehicle)	32,500	21,664	0.00
Housing			
Staff Housing - Lot 375 Barnes- Benschtops/patio	14,000	9,328	49,489.00
Staff Housing - Lot 377 Barnes - Repaint bathroom/lift ceiling roc	6,000	4,000	0.00
Staff Housing - Lot 347 Broad Avenue- bathroom renovations	12,500	8,328	0.00
Staff Housing - Lot 372 (7) White Ave - Replace Lino	3,000	2,000	0.00
Aged Person Units x 4 -fence	6,000	3,600	1,725.80
Community Amenities			
Cemetery Upgrade	4,365	4,365	0.00
Sewerage Upgrade	49,682	29,796	0.00
Sewerage Upgrade	0	0	3,460.00
Construction of Transfer Station	1,220,000	915,000	225.00
Compactors/Transfer Bins for Transfer Station	40,000	0	0.00
Storage Shed/Land for Transfer Station	355,000	266,244	0.00
Recreation and Culture			
Morawa Town Hall Kitchen Rendering	110,000	73,328	0.00
Swimming Pool Lane Ropes	15,000	10,000	10,786.76
Upgrade to Pool Pump House	170,000	84,999	0.00
Pool Pump and Filtration System	587,578	391,712	0.00
Sports Complex - Ramps	15,000	7,500	9,838.00
Recreation Centre Floor Restoration	0		0.00
Skate Park	49,641	24,819	4,306.23
Skate Park	28,200	14,100	0.00
Transport			
Road Construction			
- Rural Roads Construction	854,000	810,624	109,519.44
- Townsite Roads Construction	187,965	187,943	0.00
Drainage Construction	0	0	0.00
Footpath Construction	36,650	0	3.50
Plant & Equipment - Road Plant Purchases	315,000	315,000	0.00
Airfield Infrastructure	2,600,000	2,600,000	0.00
Economic Services			
Morawa Gateway Project	100,000	60,000	0.00
Morawa Perenjori Trails Project	467,000	280,200	0.00
Caravan Park RV Waste dumpsite	4,000	4,000	0.00
Investment in North Midlands Solar Thermal Power	40,000	24,000	0.00
Phase 2 - Road Freight Alignment	1,519,596	1,013,056	1,373,178.67
Phase 1 - Civic Square/Pedestrian Crossing	0	0	190,813.27
Phase 2 - Road Freight Alignment	2,255,635	1,503,752	339,813.78
Other Property & Services			
Administration Furniture & Equipment	10,000	10,000	5,535.22
CEO Vehicle	75,000	75,000	55,406.82
	<u>11,413,312</u>	<u>8,926,858</u>	<u>2,168,680.44</u>

SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2014 TO 28 FEBRUARY 2015

3. ACQUISITION OF ASSETS (Continued)	2014/15 Budget \$	February 2015 YTD Budget \$	February 2015 Actual \$
The following assets have been acquired during the period under review:			
<u>By Class</u>			
Land Held for Resale	0	0	0.00
Investments	0	0	0.00
Land	0	0	0.00
Buildings	925,865	636,192	75,631.75
Plant and Equipment	1,090,078	827,376	55,406.82
Furniture and Equipment	25,000	20,000	16,321.98
Infrastructure Assets - Roads	2,561,561	2,011,623	1,482,698.11
Infrastructure Assets - Footpaths	36,650	0	3.50
Infrastructure Assets - Drainage	0	0	0.00
Infrastructure Assets - Parks & Ovals	49,641	24,819	4,306.23
Infrastructure Assets - Airfields	2,600,000	2,600,000	0.00
Infrastructure Assets - Playground Equipment	0	0	0.00
Infrastructure Assets - Sewerage	0	0	3,460.00
Infrastructure Assets - Dams	0	0	0.00
Infrastructure Assets - Other	4,124,517	2,806,848	530,852.05
	<u>11,413,312</u>	<u>8,926,858</u>	<u>2,168,680</u>

SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2014 TO 28 FEBRUARY 2015

4. DISPOSALS OF ASSETS

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

By Program	Written Down Value		Sale Proceeds		Profit(Loss)	
	2014/15 Budget \$	February 2015 Actual \$	2014/15 Budget \$	February 2015 Actual \$	2014/15 Budget \$	February 2015 Actual \$
Health Asset 364 - Ford FG G6 Sedan(Drs)	24,100	0.00	9,091	0.00	(15,009)	0.00
Transport Asset 272 - Case Backhoe - P192	46,300	0.00	35,000	0.00	(11,300)	0.00
Other Property & Services Asset 340 Trade Kluger 4WD Grande 7 seat	12,727	12,727.27	25,000	16,363.64	12,273	3,636.37
	83,127	12,727.27	69,091	16,363.64	(14,036)	3,636.37

By class of asset	Written Down Value		Sale Proceeds		Profit(Loss)	
	2014/15 Budget \$	February 2015 Actual \$	2014/15 Budget \$	February 2015 Actual \$	2014/15 Budget \$	February 2015 Actual \$
Plant & Equipment Asset 364 - Ford FG G6 Sedan(Drs)	24,100	0.00	9,091	0.00	(15,009)	0.00
Asset 340 Trade Kluger 4WD Grande 7 seat	12,727	12,727.27	25,000	16,363.64	12,273	3,636.37
Asset 272 - Case Backhoe - P192	46,300	0.00	35,000	0.00	(11,300)	0.00
	83,127	12,727.27	69,091	16,363.64	(14,036)	3,636.37

Summary

Profit on Asset Disposals
Loss on Asset Disposals

	2014/15 Budget \$	February 2015 Actual \$
Profit on Asset Disposals	12,273	3,636.37
Loss on Asset Disposals	(26,309)	0.00
	(14,036)	3,636.37

SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2014 TO 28 FEBRUARY 2015

5. INFORMATION ON BORROWINGS
(a) Debenture Repayments

Particulars	Principal 1-Jul-14	New Loans		Principal Repayments		Principal Outstanding		Interest Repayments	
		2014/15 Budget \$	2014/15 Actual \$	2014/15 Budget \$	2014/15 Actual \$	2014/15 Budget \$	2014/15 Actual \$	2014/15 Budget \$	2014/15 Actual \$
Housing									
Loan 133 - GEHA House	160,651	0	0	28,070	13,805	132,581	146,846	10,234	4,173
Loan 134 - 2 Broad Street	114,055	0	0	20,112	20,112	93,943	93,943	7,185	1,516
Loan 135 - Staff Housing	37,722	0	0	18,285	9,003	19,437	28,719	2,156	1,020
Recreation & Culture									
Loan 139 - Hall Kitchen Rendering	0	110,000	0	0	0	110,000	0	0	0
	312,428	110,000	0	66,467	42,920	355,961	269,508	19,575	6,709

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

SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2014 TO 28 FEBRUARY 2015

5. INFORMATION ON BORROWINGS (Continued)

(b) New Debentures - 2014/15

Particulars/Purpose	Amount Borrowed		Loan Type	Total Interest & Charges \$	Amount Used		Balance Unspent \$
	Actual \$	Budget \$			Actual \$		
Loan 139 - Hall Kitchen Rendering	0	110,000	Debenture	Unknown	0		0

SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2014 TO 28 FEBRUARY 2015

	2014/15 Budget \$	February 2015 Actual \$
6. RESERVES - CASH BACKED		
(a) Leave Reserve		
Opening Balance	216,594	216,593
Amount Set Aside / Transfer to Reserve	59,746	3,562
Amount Used / Transfer from Reserve	(59,000)	0
	<u>217,340</u>	<u>220,155</u>
(b) Sports and Recreation Facilities Reserve		
Opening Balance	0	0
Amount Set Aside / Transfer to Reserve	0	0
Amount Used / Transfer from Reserve	0	0
	<u>0</u>	<u>0</u>
(c) Plant Reserve		
Opening Balance	679,388	679,387
Amount Set Aside / Transfer to Reserve	184,042	108,410
Amount Used / Transfer from Reserve	(388,409)	(50,000)
	<u>475,021</u>	<u>737,797</u>
(d) Building Reserve		
Opening Balance	5,034	5,034
Amount Set Aside / Transfer to Reserve	110	83
Amount Used / Transfer from Reserve	0	0
	<u>5,144</u>	<u>5,117</u>
(e) Economic Development Reserve		
Opening Balance	103,689	103,689
Amount Set Aside / Transfer to Reserve	2,272	1,705
Amount Used / Transfer from Reserve	0	0
	<u>105,961</u>	<u>105,394</u>
(f) Community Development Reserve		
Opening Balance	1,461,097	1,461,098
Amount Set Aside / Transfer to Reserve	47,020	24,030
Amount Used / Transfer from Reserve	(389,041)	0
	<u>1,119,076</u>	<u>1,485,128</u>
(g) Sewerage Reserve		
Opening Balance	77,862	77,862
Amount Set Aside / Transfer to Reserve	1,706	1,281
Amount Used / Transfer from Reserve	(49,682)	0
	<u>29,886</u>	<u>79,143</u>
(h) Unspent Grants and Contributions Reserve		
Opening Balance	2,001,459	2,001,459
Amount Set Aside / Transfer to Reserve	28,860	20,092
Amount Used / Transfer from Reserve	(1,992,855)	(1,168,248)
	<u>37,464</u>	<u>853,303</u>

SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2014 TO 28 FEBRUARY 2015

	2014/15 Budget \$	February 2015 Actual \$
6. RESERVES (Continued)		
(i) Business Units Reserve		
Opening Balance	20,043	20,043
Amount Set Aside / Transfer to Reserve	20,439	330
Amount Used / Transfer from Reserve	0	0
	<u>40,482</u>	<u>20,373</u>
(j) Morawa Community Trust Reserve		
Opening Balance	24,730	18,482
Amount Set Aside / Transfer to Reserve	542	328
Amount Used / Transfer from Reserve	(16,196)	0
	<u>9,076</u>	<u>18,810</u>
(k) Morawa Community Future Funds Reserve		
Opening Balance	2,113,351	2,113,351
Amount Set Aside / Transfer to Reserve	66,312	34,758
Amount Used / Transfer from Reserve	0	0
	<u>2,179,663</u>	<u>2,148,109</u>
(l) Refuse Transfer Station Reserve		
Opening Balance	191,567	191,566
Amount Set Aside / Transfer to Reserve	4,198	3,151
Amount Used / Transfer from Reserve	(95,000)	0
	<u>100,765</u>	<u>194,717</u>
(m) Aged Care Units Reserve		
Opening Balance	8,662	8,662
Amount Set Aside / Transfer to Reserve	190	142
Amount Used / Transfer from Reserve	-	0
	<u>8,852</u>	<u>8,804</u>
(n) ST-N/Midlands Solar Thermal Power		
Opening Balance	528,654	528,654
Amount Set Aside / Transfer to Reserve	11,585	8,593
Amount Used / Transfer from Reserve	(500,000)	0
	<u>40,239</u>	<u>537,247</u>
(o) ST-Morawa Revitalisation Reserve		
Opening Balance	1,694,377	1,694,377
Amount Set Aside / Transfer to Reserve	17,131	26,562
Amount Used / Transfer from Reserve	(1,694,378)	(855,000)
	<u>17,130</u>	<u>865,939</u>
Total Cash Backed Reserves	4,386,099	7,280,036

SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2014 TO 28 FEBRUARY 2015

	2014/15 Budget \$	February 2015 Actual \$
6. RESERVES (Continued)		
Summary of Transfers		
To Cash Backed Reserves		
Transfers to Reserves		
Leave Reserve	59,746	3,562
Sports and Recreation Facilities Reserve	0	0
Plant Reserve	184,042	108,410
Building Reserve	110	83
Economic Development Reserve	2,272	1,705
Community Development Reserve	47,020	24,030
Sewerage Reserve	1,706	1,281
Unspent Grants and Contributions Reserve	28,860	20,092
Business Units Reserve	20,439	330
Morawa Community Trust Reserve	542	328
Morawa Community Future Fund Reserve	66,312	34,758
Refuse Transfer Station Reserve	4,198	3,151
Aged Care Units Reserve	190	142
ST-N/Midlands Solar Thermal Power	11,585	8,593
ST-Morawa Revitalisation Reserve	17,131	26,562
	<u>444,153</u>	<u>233,027</u>
Transfers from Reserves		
Leave Reserve	(59,000)	0
Sports and Recreation Facilities Reserve	0	0
Plant Reserve	(388,409)	(50,000)
Building Reserve	0	0
Economic Development Reserve	0	0
Community Development Reserve	(389,041)	0
Sewerage Reserve	(49,682)	0
Unspent Grants and Contributions Reserve	(1,992,855)	(1,168,248)
Business Units Reserve	0	0
Morawa Community Trust Reserve	(16,196)	0
Morawa Community Future Fund Reserve	0	0
Refuse Transfer Station Reserve	(95,000)	0
Aged Care Units Reserve	0	0
ST-N/Midlands Solar Thermal Power	(500,000)	0
ST-Morawa Revitalisation Reserve	(1,694,378)	(855,000)
	<u>(5,184,561)</u>	<u>(2,073,248)</u>
Total Transfer to/(from) Reserves	<u>(4,740,408)</u>	<u>(1,840,221)</u>

SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY FOR THE PERIOD 1 JULY 2014 TO 28 FEBRUARY 2015

6. RESERVES (Continued)

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

Leave Reserve

To be used to fund leave requirements.

Sportsground Complex Upgrade Reserve

To be used to upgrade the Sporting Complex Facilities.

Plant Reserve

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

Building Reserve

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

Economic Development Reserve

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

Community Development Reserve

To be used for Community Projects within the Shire of Morawa

Sewerage Reserve

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

Unspent Grants and Contributions Reserve

To be used as a quarantine for unspent committed funds.

Business Units Reserve

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

Morawa Community Trust Reserve

To be used for Morawa Community Projects

Refuse Transfer Station Reserve

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

Aged Persons Units Reserve

To be used for the construction of 4 Aged Care Units at the Morawa Perenjori Health Centre

ST - N/Midlands Solar Thermal Power

Reserves

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

ST-Morawa Revitalisation Reserve

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

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

SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2014 TO 28 FEBRUARY 2015

	2013/14 B/Fwd Per 2014/15 Budget \$	2013/14 B/Fwd Per Financial Report \$	2014/15 Actual \$
7. NET CURRENT ASSETS			
Composition of Estimated Net Current Asset Position			
CURRENT ASSETS			
Cash - Unrestricted	589,985	278,718	1,496,508
Cash - Restricted Unspent Grants	0	317,600	0
Cash - Restricted Unspent Loans	0	0	0
Cash - Restricted Reserves	9,126,507	9,120,259	7,280,038
Rates - Current	166,160	166,707	351,744
Sundry Debtors	159,396	159,396	105,285
GST Receivable	120,492	120,492	27,292
Accrued Income/Prepayments	16,328	16,328	16,328
Provision for Doubtful Debts	(2,301)	(2,632)	(2,632)
Other Current Debtors	0	0	27
Inventories	12,905	12,905	12,905
	<u>10,189,472</u>	<u>10,189,773</u>	<u>9,287,495</u>
LESS: CURRENT LIABILITIES			
Sundry Creditors	(105,954)	(106,044)	(40,766)
Income Received in Advance	(26,953)	0	(21,635)
GST Payable	(164,271)	(164,271)	(15,806)
Payroll Creditors	0	0	0
Accrued Expenditure	0	0	0
Other Payables	7,885	(13,695)	(25,273)
Withholding Tax Payable	0	0	0
Payg Payable	(30,104)	(30,104)	(30,795)
Accrued Interest on Debentures	0	(7,030)	0
Accrued Salaries and Wages	0	(50,998)	0
Current Employee Benefits Provision	(50,998)	(307,312)	(307,312)
Current Loan Liability	(306,988)	(66,467)	(23,546)
	<u>(677,383)</u>	<u>(745,921)</u>	<u>(465,133)</u>
NET CURRENT ASSET POSITION	9,512,089	9,443,852	8,822,362
Less: Cash - Reserves - Restricted	(9,126,507)	(9,120,259)	(7,280,038)
Less: Cash - Unspent Grants - Restricted	0	0	0
Adjustment for Trust Transactions Within Muni	0	0	0
Add Back : Component of Leave Liability not Required to be Funded	216,594	216,593	220,155
Add Back : Current Loan Liability	0	66,467	23,546
SURPLUS/(DEFICIENCY) C/FWD	<u>602,176</u>	<u>606,653</u>	<u>1,786,025</u>

SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2014 TO 28 FEBRUARY 2015

8. RATING INFORMATION

RATE TYPE

	Rate in \$	Number of Properties	Rateable Value \$	2014/15 Rate Revenue \$	2014/15 Interim Rates \$	2014/15 Back Rates \$	2014/15 Total Revenue \$	2014/15 Budget \$
General Rate								
GRV Residential/Commercial	6.82360	263	2,792,472	190,547	4,672	0	195,219	190,547
UV Rural	2.07750	218	56,206,000	1,167,680	0	0	1,167,680	1,167,680
UV Mining	27.45800	19	471,650	129,506	0	0	129,506	129,506
Sub-Totals		500	59,470,122	1,487,733	4,672	0	1,492,405	1,487,733
Minimum Rates	Minimum \$							
GRV Residential/Commercial	257	54	42,985	13,878		0	13,878	13,878
UV Rural	257	7	49,800	1,799	0	0	1,799	1,799
UV Mining	622	12	10,301	7,464	0	0	7,464	7,464
Sub-Totals		73	103,086	23,141	0	0	23,141	23,141
Ex-Gratia Rates								
							1,515,546	1,510,874
							5,331	5,950
Discounts								
Rates Written Off							1,520,877	1,516,824
Movement in Excess Rates							(56,423)	(49,000)
							(374)	(1,300)
							(26,953)	0
Totals							1,437,127	1,466,524

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

The general rates detailed above for the 2013/14 financial year have been determined by Council on the basis of raising the revenue required to meet the deficiency between the total estimated expenditure proposed in the budget and the estimated revenue to be received from all sources other than rates and also bearing considering the extent of any increase in rating over the level adopted in the previous year.

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

SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2014 TO 28 FEBRUARY 2015

9. TRUST FUNDS

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

Detail	Balance 01-Jul-14 \$	Amounts Received \$	Amounts Paid (\$)	Balance \$
Housing Bonds Lisa Porter	520	0	(520)	0
Housing Bonds Paul Fraser	0	720	0	720
Child Care Bonds	155	0	(155)	0
Bonds Hall/Rec Centre Hire	0	0	0	0
Extractive Industries Licence	0	0	0	0
Youth Centre	865	0	0	865
Council Nominations	0	0	0	0
Bill Johnson Unit 1 Bond	520	0	(520)	0
Haulmore Trailers Land Dep	4,641	0	0	4,641
Social Club Payments	1,570	0	(1,570)	0
Local Drug Action Group	384	200	0	584
BCITF/BRB Training Levy	107	973	(1,079)	1
DPI Licensing	0	0	0	0
Morawa Oval Function Centre	1,762	0	0	1,762
	10,525	1,893	(3,844)	8,574

SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2014 TO 28 FEBRUARY 2015

10. OPERATING STATEMENT

	February 2015 Actual \$	2014/15 Budget \$	2013/14 Actual \$
OPERATING REVENUES			
Governance	9,899	99,469	15,946
General Purpose Funding	2,763,002	3,238,354	2,318,384
Law, Order, Public Safety	26,487	56,425	45,722
Health	4,119	13,910	9,533
Education and Welfare	18,320	451,500	18,710
Housing	31,723	101,470	50,675
Community Amenities	426,848	1,875,532	479,151
Recreation and Culture	107,962	741,147	929,733
Transport	789,968	3,034,974	1,532,340
Economic Services	107,295	949,685	2,753,230
Other Property and Services	96,939	101,566	134,705
TOTAL OPERATING REVENUE	4,382,562	10,664,031	8,288,128
OPERATING EXPENSES			
Governance	271,961	487,308	445,701
General Purpose Funding	108,122	186,774	216,542
Law, Order, Public Safety	80,409	160,132	214,281
Health	155,042	301,800	211,764
Education and Welfare	150,250	725,601	248,473
Housing	74,602	174,422	115,909
Community Amenities	291,886	526,191	616,295
Recreation & Culture	805,768	905,233	968,776
Transport	1,314,696	1,722,847	1,979,877
Economic Services	350,390	593,829	594,151
Other Property and Services	181,784	29,037	(17,347)
TOTAL OPERATING EXPENSE	3,784,910	5,813,176	5,594,421
CHANGE IN NET ASSETS RESULTING FROM OPERATIONS	<u>597,652</u>	<u>4,850,855</u>	<u>2,693,707</u>

SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2014 TO 28 FEBRUARY 2015

11. BALANCE SHEET

	February 2015 Actual \$	2013/14 Actual \$
CURRENT ASSETS		
Cash Assets	8,776,546	9,716,577
Receivables	498,045	460,291
Inventories	12,905	12,905
TOTAL CURRENT ASSETS	<u>9,287,496</u>	<u>10,189,773</u>
NON-CURRENT ASSETS		
Receivables	5,302	5,302
Inventories	0	0
Property, Plant and Equipment	26,815,334	27,180,582
Infrastructure	22,567,691	20,983,302
TOTAL NON-CURRENT ASSETS	<u>49,388,327</u>	<u>48,169,186</u>
TOTAL ASSETS	<u>58,675,823</u>	<u>58,358,959</u>
CURRENT LIABILITIES		
Payables	134,276	372,142
Interest-bearing Liabilities	23,546	66,467
Provisions	307,312	307,312
TOTAL CURRENT LIABILITIES	<u>465,134</u>	<u>745,921</u>
NON-CURRENT LIABILITIES		
Interest-bearing Liabilities	245,961	245,962
Provisions	41,323	41,323
TOTAL NON-CURRENT LIABILITIES	<u>287,284</u>	<u>287,285</u>
TOTAL LIABILITIES	<u>752,418</u>	<u>1,033,206</u>
NET ASSETS	<u>57,923,405</u>	<u>57,325,753</u>
EQUITY		
Retained Surplus	34,060,857	31,622,984
Reserves - Cash Backed	7,280,038	9,120,259
Reserves - Asset Revaluation	16,582,510	16,582,510
TOTAL EQUITY	<u>57,923,405</u>	<u>57,325,753</u>

SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2014 TO 28 FEBRUARY 2015

12. FINANCIAL RATIO

	2015 YTD	2014	2013	2012
Current Ratio	8.190	7.880	1.870	2.230

The above rates are calculated as follows:

Current Ratio equals

$$\frac{\text{Current assets minus restricted current assets}}{\text{Current liabilities minus liabilities associated with restricted assets}}$$

SHIRE OF MORAWA
FOR THE PERIOD 1 JULY 2014 TO 28 FEBRUARY 2015
Report on Significant variances Greater than 10% and \$10,000

Purpose

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

The Materiality variances adopted by Council are:

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

REPORTABLE OPERATING REVENUE VARIATIONS

Governance - Variance below budget expectations.

Grant income associated with the upgrade to the old Council Chambers will not be received until project completed.

Law, Order & Public Safety - Variance below budget expectations.

FESA/ESL grant income still to be received - Timing

Education and Welfare - Variance below budget expectations

Industry Training Centre - timing

Community Amenities - Variance below budget expectations.

Grants for Super Towns Planning yet to be received - timing - Project completed

Recreation & Culture - Variance above budget expectations.

Music/Arts Festival income received that was not budgeted for - Permanent

Transport - Variance within expectations.

MRWA Direct Grant received - \$108,500
Income from R2R still to be received
Income from Main Roads RRG still to be invoiced when work has commenced

Economic Services - Variance below budget expectations.

Timing of Super Towns projects
Income from Caravan Park and Chalets below budget - should pick up around April

SHIRE OF MORAWA
FOR THE PERIOD 1 JULY 2014 TO 28 FEBRUARY 2015
Report on Significant variances Greater than 10% and \$10,000

REPORTABLE OPERATING EXPENSE VARIATIONS

Law, Order and Public Safety - Variance below budget expectations.

Expense relating Fire Services Manager is less than budget.

SES expenses below budget

Health - Variance below budget expectations.

Contribution to Mobile Dental Clinic is yet to happen.

Education and Welfare - Variance below budget expectations

Industry training centre expenditure yet to commence.

Child Care Mtce below budget

Community Amenities - Variance below budget expectations.

Town Planning Expenses below budget expectations

Other Sport & Recreation - Variance above budget expectations.

Maintenance to Sports & Rec Ovals & Buildings - timing

Maintenance to Parks and Gardens - timing

Transport - Variance within budget expectations.

Maintenance of Rural Roads within budget, Town Streets and the Depot is below budget - timing.

Department of Transport licensing reflected in budget - off set by income

Aerodrome Master Plan - over budget

Economic Services - Variance below budget expectations

Caravan Park operations under budget

Tourist Bureau operations under budget

Super Town expenditure is currently under expended - timing

Other Property & Services - Variance above budget expectations.

Allocations to works - timing

Private Works expenditure over budget

SHIRE OF MORAWA
FOR THE PERIOD 1 JULY 2014 TO 28 FEBRUARY 2015
Report on Significant variances Greater than 10% and \$10,000

REPORTABLE NON-CASH VARIATIONS

Depreciation on Assets - Variance above budget expectations.

Depreciation on buildings now based on fair value valuations - Permanent

REPORTABLE CAPITAL EXPENSE VARIATIONS

Purchase of Land & Buildings - Variance above budget expectations.

Upgrade to Old Council Chambers yet to commence

Swimming Pool Upgrade - included in 14/15 budget.

Purchase of Plant & Equipment - Variance below budget expectations.

Swimming Pool Plant & Equipment after pool season

Purchase of CEO Vehicle - under budget

Purchase of Infrastructure Assets Roads - Variance below budget expectations.

Capital Road Works for roads under budget - timing (NB: Includes Road Freight realignment works)

Purchase Infrastructure Assets - Parks & Ovals - Variance above budget expectations.

Expenditure on Skate Park under budget - timing

Purchase Infrastructure Assets - Airfields- Variance below budget expectations.

Expenditure on new airfield under budget - timing

Purchase Infrastructure Assets - Other- Variance below budget expectations.

Construction of the Transfer Station in progress

Morawa Gateway Project awaiting grants

Morawa Perenjori Trails Project awaiting grants

Civic Square/Pedestrian Crossing below budget

Transfer to Reserves - Variance below budget expectations.

Some transfers to reserves will not happen till the end of the year - Timing

REPORTABLE CAPITAL INCOME VARIATIONS

Proceeds from Disposal of Assets - Variance below budget expectations.

The proceeds from the sale of the backhoe and the Dr's vehicle not yet realised - timing

Proceeds from New Borrowings- Variance below budget expectations.

Loan borrowings relating to the rendering of the hall kitchen not yet raised - Timing

Transfer from Reserves - Variance below budget expectations.

Transfers from reserves below budget expectations due to timing of the completion of the S/towns project.

<i>Date of Meeting:</i>	17th March 2015
<i>Item No:</i>	7.2.3.1
<i>Subject:</i>	ANZAC Centenary – Out of budget funds request
<i>Date & Author:</i>	25 February; Sally Hoad, CDO
<i>Responsible Officer:</i>	Community Development Officer
<i>Applicant/Proponent:</i>	Morawa-Gutha RSL Sub-Branch
<i>File Number:</i>	
<i>Previous minute/s & Reference:</i>	Raised at February Briefing Session

SUMMARY

The purpose of this report is to seek approval for an out of budget funds allocation towards the 2015 ANZAC Centenary Event.

DECLARATION OF INTEREST

ATTACHMENTS

Letter from Morawa-Gutha RSL Sub-Branch, received on 10th February 2015.
Budget for 2015 ANZAC Centenary Event

BACKGROUND INFORMATION

As the 25th April 2015 marks 100 years since the ANZAC landings in Gallipoli, the Morawa RSL would like to hold a special commemorative event. The event has been in discussions for the past two years, and the RSL have expressed that they will need assistance from the Shire to plan and run the proceedings.

A grant was applied for by a consultant, on behalf of the Shire, to attract funds to go towards this event. The Shire has recently received information that they have been granted \$2200 for this event.

The CDO met with the RSL on Thursday 29th January, and was able to have lengthy discussions about what the RSL had in mind for the event.

The CDO was able to highlight the ways that the Shire may be able to assist in the lead up to the event, such as preparing both areas for the ceremony's to take place, assistance with road closure and event set up at both locations.

OFFICER'S COMMENT

Although a \$2,200 grant has been received, the costing's of this event, together with purchase of plaque, and catering for both services will exceed this amount. The Morawa-Gutha RSL Sub-Branch have submitted a letter to the Council, to request that extra funds can be allocated towards this event.

This is an important event to take place in Morawa, and the CDO feels that the relatively small contribution from Council will ensure that the event is a very special and memorable occasion.

A full budget is attached which outlines the contributions required by the Shire.

COMMUNITY CONSULTATION

The CDO has been working with the Morawa-Gutha RSL to determine the plans for the event, and the RSL have commenced advertising the event in the Morawa Scene. The community are aware that the Shire and the RSL have plans to hold a ANZAC Centenary event.

COUNCILLOR CONSULTATION

The matter was raised at the February Briefing Session, and a full report on the plans for the event was given to Council. The Morawa-Gutha RSL Sub-Branch have now written a letter to Council for their consideration.

STATUTORY ENVIRONMENT

Local Government Act 1995

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

As the amount requested was not budgeted for, the funds will need to be approved as an out of budget funds allocation.

These funds would be allocated from the Area Promotions budget which has not been fully expended. As there are funds available in this area of the budget, the funds can be re-allocated towards the ANZAC Centenary.

STRATEGIC IMPLICATIONS

Nil

RISK MANAGEMENT

The CDO and RSL are meeting regularly to discuss the plans for the event, to ensure that appropriate risk management plans are put in place.

VOTING REQUIREMENT:

Simple Majority

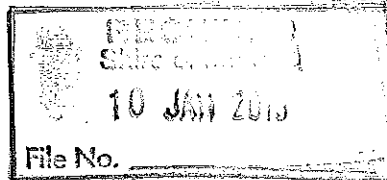
OFFICER'S RECOMMENDATION

It is recommended:-

Council approve the out of budget funds request of \$2,700.00 to go towards the ANZAC Centenary event in April 2015.

2015 ANZAC Centenary Event Budget

Incoming Funds	Expenditure
\$2,200.00 - ANZAC Centenary Local Grants Program	\$1931.60 - Plaques
\$2,700.00 - Shire of Morawa Contribution	\$541.50 - Pull up banners
\$573.10 - Morawa-Gutha RSL Sub Branch Contribution	\$1800.00 - Lunch Catering
	\$200.00 – Gunfire Breakfast
	\$100.00 - Wreaths
	\$500.00 – Brass Band
	\$400.00 - Printing
TOTAL: \$5,473.10	TOTAL: \$5,473.10



Morawa – Gutha RSL Sub-Branch
Sue Offszanka (Secretary/Treasurer)
PO Box 175 Morawa 6623

6 / 2 / 2015.

Morawa Shire Councillors.
Morawa

CDO

Dear Councillors,

I write on behalf of the Morawa – Gutha RSL Sub-Branch. The Sub-Branch is preparing for the ANZAC Centenary commemorations. The members wish to inform you of our ideas for this day and ask for your assistance towards these celebrations.

Our plans so far, for the day, are to begin with a Dawn Service at the Morawa Airport in front of (on the East side) of the Gliding Club rooms. We seek your permission to enter the Airport and, following the short Dawn Service, to offer a Gunfire breakfast at the Oval Function-rooms. We are seeking permission to use both these facilities. The Sub-Branch is prepared and would be pleased to organise the Dawn Service and Gunfire Breakfast.

The Sub-Branch suggests that the main Anzac service be run by the Shire, with RSL support. The service starts at 10.45am with the march from the Post Office corner to the War Memorial. After the service a luncheon will be held in the Lesser Hall (with approval). We would like to see this light finger food luncheon catered for.

The branch has 2 new plaques to be mounted on the War Memorial wall. One plaque has the names of more service personnel who were Morawa residents at the time of their signing-up. The second is a centenary Anzac plaque. We request that the Shire assist us with the purchase and placement of the plaques on the wall. We propose that the plaques be unveiled during the Anzac service, by the guest speaker, Shire President or RSL member.

The Sub-Branch acquired some seeds of the Lone Pine tree (the Gallipoli tree). Mr Rowley Reynolds has been able to germinate one of the seeds. We ask that this small tree be planted in an appropriate location within the War Memorial precinct during the service.

The branch wishes to present a display of memorabilia and information in the Shire Hall for the day. We hope to be able to use the hall and the display boards to hang information.

Following are some other points to be considered.

- ..Flag pole required at the airport.
- ..Tidy up of the War Memorial (the Sub-Branch is considering requirements)
- ..Guest speaker Major Warren Coaker , with a reserve on hand.
- ..Invitations to guests.
- ..Printing of the Order of Service.

The Sub-Branch members are few in number and well on in their years, and our funds are relatively limited. We are seeking your assistance with the implementation of our ideas and plans.

Costings.. 2 plaques \$1931.60
(hope that this cost is covered by the grant applied for by Sally Hoad)
Banners \$550.00 +
Breakfast ?
War Memorial ?

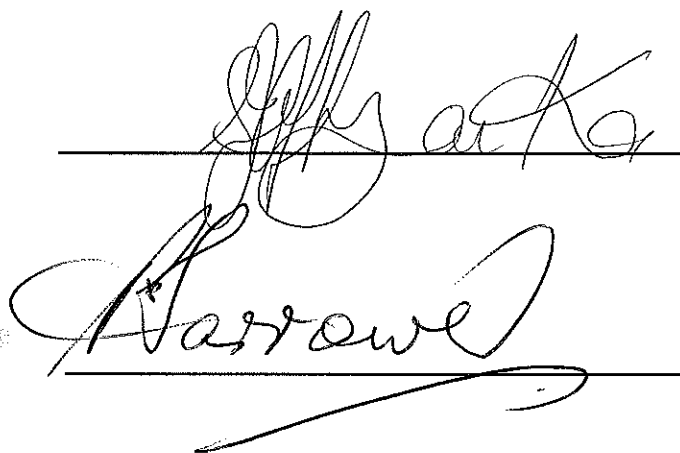
At this stage the Sub-Branch request \$1000.00 to assist in presenting these ideas.

We have been in touch with Sally Hoad who knows our thoughts and ideas.

We request that you consider our proposals, and to this end I am prepared to be available to attend any meeting to discuss these matters in more detail.

Yours Sincerely,
Sue Offszanka
Sec/Treas.
Morawa – Gutha RSL.

President.
Peter Harrower.

The image shows two handwritten signatures. The top signature is written over a horizontal line and appears to be 'Sue Offszanka'. The bottom signature is also written over a horizontal line and appears to be 'Peter Harrower'.

<i>Date of Meeting:</i>	17th March 2015
<i>Item No:</i>	7.2.3.2
<i>Subject:</i>	Morawa Hotspot Security
<i>Date & Author:</i>	11th March; Sally Hoad, CDO
<i>Responsible Officer:</i>	Community Development Officer
<i>Applicant/Proponent:</i>	Community Development Officer
<i>File Number:</i>	
<i>Previous minute/s & Reference:</i>	Raised at March Briefing Session

SUMMARY

The purpose of this report is for Council to authorise the Chief Executive Officer to sign off on acceptance of a grant from the Strategic Crime Prevention Unit WA Police, in respect of the Morawa Hotspot Security project.

DECLARATION OF INTEREST

ATTACHMENTS

Letter from WA Police re: grant success.

BACKGROUND INFORMATION

The CDO submitted an application to the Community Crime Prevention Fund to cover the cost of four CCTV cameras. Two cameras are to be placed at the Skate Park, one at the rear of the Youth Centre, and one at the South side of the Youth Centre building to capture the area surrounding the Town Hall and Prater St Carpark. The footage will be wirelessly transmitted to a monitoring station which will be set up at the Morawa Youth Centre. The footage will not be continuously monitored however the footage can be checked if an incident occurs. The CDO has recently received confirmation that an amount of \$9,091.00 has been approved from the Community Crime Prevention Fund for this project.

OFFICER'S COMMENT

The CDO hopes that the CCTV being placed in the designated areas will prevent crime and anti-social behaviour from taking place.

COMMUNITY CONSULTATION

The CDO has discussed with youth of Morawa the reasons as to why CCTV would be installed in these areas.

COUNCILLOR CONSULTATION

The success of the grant application was raised at the March briefing session.

STATUTORY ENVIRONMENT

Local Government Act 1995

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

A contribution of \$909.09 (excluding GST) would be required to contribute towards the project. This amount has not been budgeted for however the funds could come out of the 'Youth Centre – Other Equipment' budget.

STRATEGIC IMPLICATIONS

Nil

RISK MANAGEMENT

Signs would be placed around the areas that would be covered by the cameras to alert the general public that CCTV is in place.

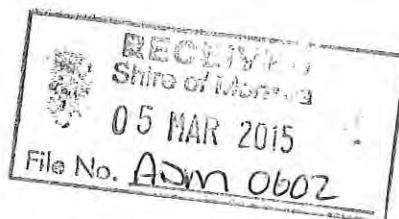
VOTING REQUIREMENT:

Simple Majority

OFFICER'S RECOMMENDATION

It is recommended:-

Council give authorisation for the Chief Executive Officer to sign off on the acceptance of the Morawa Hotspot Security grant.



WESTERN AUSTRALIA POLICE

**COMMUNITY ENGAGEMENT DIVISION
JUDICIAL SERVICES**

POLICE HEADQUARTERS

3 rd FLOOR

2 ADELAIDE TERRACE, EAST PERTH

WESTERN AUSTRALIA 6004

TELEPHONE : (08) 9222 1941

FACSIMILE : (08) 9222 1698

Your Ref: Sally Hoad
Our Ref: CCPF771415
Enquiries: 9222 1423

Mr John Roberts
Chief Executive Officer
Shire of Morawa
PO Box 14
Morawa WA 6623

Dear Mr Roberts

OFFER OF GRANT: \$9,091
PROJECT NAME: Morawa Hotspot Security
GRANT TERM: March 2015 to May 2015

I am pleased to offer my congratulations and advise that a grant of \$9,091 has been approved for the above project, subject to the *Terms and Conditions* attached to this letter.

Special Conditions - CCTV Projects

1. The CCTV cameras, funded by this grant, must be listed in your organisation's asset/equipment register and also registered with the WAPOL Blue Iris system at <https://blueiris.police.wa.gov.au>. A copy of the Blue Iris registration acknowledgement should be submitted with the grant acquittal documentation.
2. The Shire of Morawa will ensure that the proposed CCTV project addresses relevant CCTV issues such as protecting the privacy of individuals, secure storage of camera footage, signage and the *WA Police Preferred Minimum CCTV System Standards*. The publication [CCTV Guidelines](#) is a useful reference for background information on such matters.
3. Licensing Requirements - Private security activities within Western Australia are governed by the *Security and Related Activities (Control) Act 1996* and the *Security and Related Activities (Control) Regulations 1997*. Shire of Morawa will check the credentials of all contractors involved in the CCTV project, to ensure they hold the security licences required by this legislation. Licence details for all agents, consultants, suppliers and installers engaged to work on the project should be entered on the attached Licensing Report Form and submitted to this office before installation begins.

NOTE: It is important that licence checks are made before contracting services as grants provided by WA Police cannot be used to fund CCTV systems, cameras, security devices and CCTV/security related services, provided by a person or company/business that does not satisfy the requirements of the *Security and Related Activities (Control) Act 1996* and the *Security and Related Activities (Control) Regulations 1997*.

Your Obligations

By accepting this offer of grant, you are agreeing to implement the project, as specified in the application form.

I would like to draw your attention to Items 11 and 12 of the *Terms and Conditions*, which outline the requirements for financial acquittal and project evaluation. It is important that you ensure processes are put in place before the project begins, to enable the collection of information and data to support/measure your expected outcomes. A copy of the financial acquittal and evaluation templates are enclosed.

The Service Specifications form attached will assist your organisation to fulfil its project and financial reporting obligations. This information will be used by the Strategic Crime Prevention Unit, WA Police to establish 'best practice' models that aim to identify evidence-based strategies to maximise the investment of crime prevention funds.

Outcome Measures

To assist you in completing the evaluation requirements of this grant, a number of additional points to consider have been added to the project goals table (*in italics*). These are additional tools which you may wish to use to measure if your expected outcomes have been achieved.

Acceptance of Offer

If you wish to accept this Letter of Offer, please return the original signed *Acceptance Form* along with a tax invoice for \$9,091 plus 10% GST by **27th March 2015**. This letter and the attachments should be retained for your records.

Should you require further clarification on any matter relating to this Offer of Grant, please call Carolyn Brooks, Senior Grants Officer on 9222 1423.

Yours sincerely



**DOM WOOD
SUPERINTENDENT
COMMUNITY ENGAGEMENT & YOUTH POLICING DIVISION**

25 February 2015

enc.

<i>Date of Meeting:</i>	12 March 2015
<i>Item No:</i>	7.2.3.3
<i>Subject:</i>	Gundduwa Regional Conservation Association Grant Application
<i>Date & Author:</i>	12 March 2015, Sally Hoad – Community Development Officer
<i>Responsible Officer:</i>	Community Development Officer
<i>Applicant/Proponent:</i>	Community Development Officer
<i>File Number:</i>	
<i>Previous minute/s & Reference:</i>	

SUMMARY

The purpose of this report is for Council to approve the Community Development Officers application to the Gundduwa Regional Conservation Association Project Fund for the amount of \$20,000.

DECLARATION OF INTEREST

The author has no interest to declare in this report.

ATTACHMENTS

BACKGROUND INFORMATION

During 2014, the Shire's of Morawa and Perenjori partnered to deliver a successful program called *Gundduwa Young Leaders*. The program engaged 12 local young people in a 6 month leadership program, with an underlying theme of conservation and the environment. The young people were selected to take part in the program through the knowledge that they all had the ability to become leaders amongst their peers or community.

The main aims of the program were to connect the participants with the environment and the land, increase their knowledge on the importance of conservation, educate about aspects of cultural history and heritage, and enhance their teamwork and leadership skills. These aims were achieved through two camps held at the Charles Darwin Reserve, focusing on environment and conservation, practical bush work and activities, and a range of leadership and team work activities. The program also

involved a range of other activities including; project planning sessions, career development, presentation and performance skills, and first aid training.

The program is unique in that it connects the young people with the land and away from technology or other distractions, teaches them important life skills, and encourages them to reflect on how they can play a part in conserving our environment. The program was primarily funded by Gunduwa Regional Conservation Association, who contributed \$20,000 towards the project. The Shires of Morawa and Perenjori both made a contribution of \$1,500. Various partners from Bush Heritage, Geraldton Regional Community Education Centre, Mt Gibson Iron, and both the Shire of Morawa and Perenjori worked together to ensure that the program was successful.

Gunduwa Regional Conservation Association has now advertised round two of their funding, and the Shires of Morawa and Perenjori would once again like to apply for \$20,000, to partner and deliver another leadership program with young people from both towns.

OFFICER'S COMMENT

The CDO's from both Morawa and Perenjori can see areas in which the program can be developed and improvements made in order to have a greater impact on both the young people and their communities. Aspects of the program which can be developed include; each young leader taking on a position within a local community group, the possibility of creating a 'Youth Committee' where the young people are given experience with chairing meetings and minute taking tasks, implementing a 'day with a CEO' program so that the young people can see what it is like to take on a position of leadership within their chosen field, and a guided wilderness camp which includes a cultural heritage walk.

The CDO feels that this is an important program to continue in our community, and feels that the \$20,000 from Gunduwa Regional Conservation Association can greatly assist the two Shires to develop the project further. Gunduwa have indicated that they would like to see an application from both Shires, and are interested in funding the project again.

COMMUNITY CONSULTATION

The CDO has consulted with the Principal of the Morawa District High School (MDHS) who has expressed support for this program to continue in 2015. The CDO has also presented to a MDHS assembly to promote the leadership program to all secondary school students.

COUNCILLOR CONSULTATION

Nil

STATUTORY ENVIRONMENT

Nil

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

The Shires of Morawa and Perenjori can access up to \$20,000 from Gunduwa. Each Shire would need to contribute \$1,500. This contribution amount could be included into the 15/16 budget.

STRATEGIC IMPLICATIONS

RISK MANAGEMENT

All risks related to the project are well considered by the CDO and full risk management plans are completed prior to each aspect of the project taking place.

VOTING REQUIREMENT

Absolute Majority

OFFICER'S RECOMMENDATION

That Council supports the Community Development Officers application to the Gunduwa Regional Conservation Association Project Fund, for \$20,000 to run a Young Leaders Program in conjunction with the Shire of Perenjori.

<i>Date of Meeting:</i>	17 March 2015
<i>Item No:</i>	7.2.4.1
<i>Subject:</i>	Road Dedication Mullewa- Wubin Road
<i>Date & Author:</i>	11 March 2015, John Elliot (Project Officer)
<i>Applicant/ Proponent:</i>	Shire of Morawa
<i>File Number:</i>	ADM 0287
<i>Previous Minute/s and Reference:</i>	

SUMMARY

The purpose of this report is for Council to consider the proposed dedication of land by Main Roads Western Australia as detailed on drawings 1460-051 to 1460-056.

This report seeks the consent of the Council to dedicate portions of land as road under Section 56 of *Land Administration Act 1997*.

DECLARATION OF INTEREST

Author of report has no declaration of interest.

ATTACHMENTS

- Attachment 1– Letter from Main Roads Western Australia
- Attachment 2– Drawing 1460-051 to 1460-056
- Attachment 3– Main Roads Consultation Report

BACKGROUND INFORMATION

Main Roads Western Australia (MRWA) has advised that a section of land located on the Mullewa-Wubin Road within the Shire of Morawa Local Government boundary was cleared as part of the road reserve and fenced in 2011.

To dedicate the section of land to form part of the Mullewa- Wubin road reserve MRWA require Shire of Morawa approval to dedicate the portions of land as detailed in attachment 2 (MRWA Drawing 1460-151 to 1460-156).

OFFICER'S COMMENT

While MRWA has care, control and management responsibility of the Mullewa-Wubin Road, the *Land Administration Act 1997* requires that the local government provides consent be given to the dedication action.

Associated road works and fencing was completed in 2011 and the completion of this dedication process will formalise the current constructed road design.

MRWA has consulted with landowners directly impacted from the road works and associated fencing and now seeks to formalise the dedication process. MRWA has formally written to the Shire of Morawa requesting that the dedication of land is completed under section 56 of the *Land Administration Act 1997*.

MRWA indemnifies Council against all costs and charges in pursuant of section 56 *Land Administration Act 1997*. Land will be acquired by MRWA in accordance with the *Land Administration Act 1997*.

COMMUNITY CONSULTATION

No Community Consultation is required under the Section 56 process.

MRWA have completed individual consultation, as detailed in Attachment 3, with all private landowners directly affected by the dedication.

COUNCILLOR CONSULTATION

Nil.

STATUTORY ENVIRONMENT

Land Administration Act 1997
Local Government Act 1995

POLICY IMPLICATIONS

Nil.

FINANCIAL IMPLICATIONS

MRWA has advised that the dedication of all sections of land detailed in attachment 2 (MRWA Drawing 1460-151 to 1460-156) will be at the cost and completed by Main Roads Western Australia. The Shire of Morawa will also be indemnified against all costs and charges that relate to the dedication action.

STRATEGIC IMPLICATIONS

The completed verge road works and associated fencing comply with Main Roads Western Australia policy and procedures.

RISK MANAGEMENT

The procedure follows the formal Section 56 process under the Land Administration Act 1997.

VOTING REQUIREMENT:

Simple majority.

OFFICER'S RECOMMENDATION

It is recommended:-

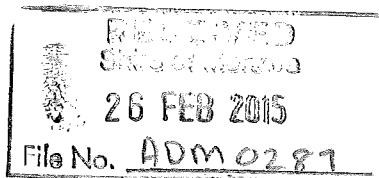
Council at its meeting of the 17 March 2015 concurred to the dedication of the land, the subject to Main Roads Drawings 1460-151 to 1460-156, as road under Section 56 of the Land Administration Act 1997.



Enquiries: Hayley Graham on 08 9956 1200
Our Ref: File No 14/6946
Your Ref:

19 February 2015

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



Dear Sir

MULLEWA WUBIN ROAD

Attached for consideration by Council are plans showing the extended road reserve on the Mullewa Wubin Road, 152.55 SLK to 163.5 SLK in the locality of Gunna. Works in the area have concluded and the new boundary has already been fenced however, the land has not been formally dedicated. The required land is shown shaded on plans 1460-051 to 1460-056 and is required to be included in the road reserve.

To enable the additional land to be dedicated as road reserve it is a requirement of the *Land Administration Act 1997* that Local Authority concurrence be given to the dedication action.

It would be appreciated if Council could consider the matter at its next meeting and provide the following statement in its letter of concurrence to satisfy State Land Services requirements:

"Council at its meeting of Day Month Year concurred to the dedication of the land, the subject of Main Roads' Drawings/s 1460-051 to 1460-056, as road under Section 56 of the Land Administration Act."

In addition, State Land Services require a copy of the Council meeting minutes relating to the concurrence.

Main Roads will indemnify Council against all costs and charges that relate to this dedication action. Please forward both the letter of concurrence and a copy of the relevant minutes to Main Roads Mid-West Gascoyne at the below address.

If you have any queries or require further information please do not hesitate to contact Hayley Graham on 08 9956 1200.

Yours sincerely

Bernie Miller
REGIONAL MANAGER

Encl. Land Dealings Plans 1460-051 to 1460-056

7365

(2124.15)

8608

C/T: 1811/27
OWNER: C.I. & T.E. TUBBY
PROFIT A'PRENDRE: G627791
LEASE: I413803
MORTGAGE: M588823
AREA REQUIRED = 4.3415 ha

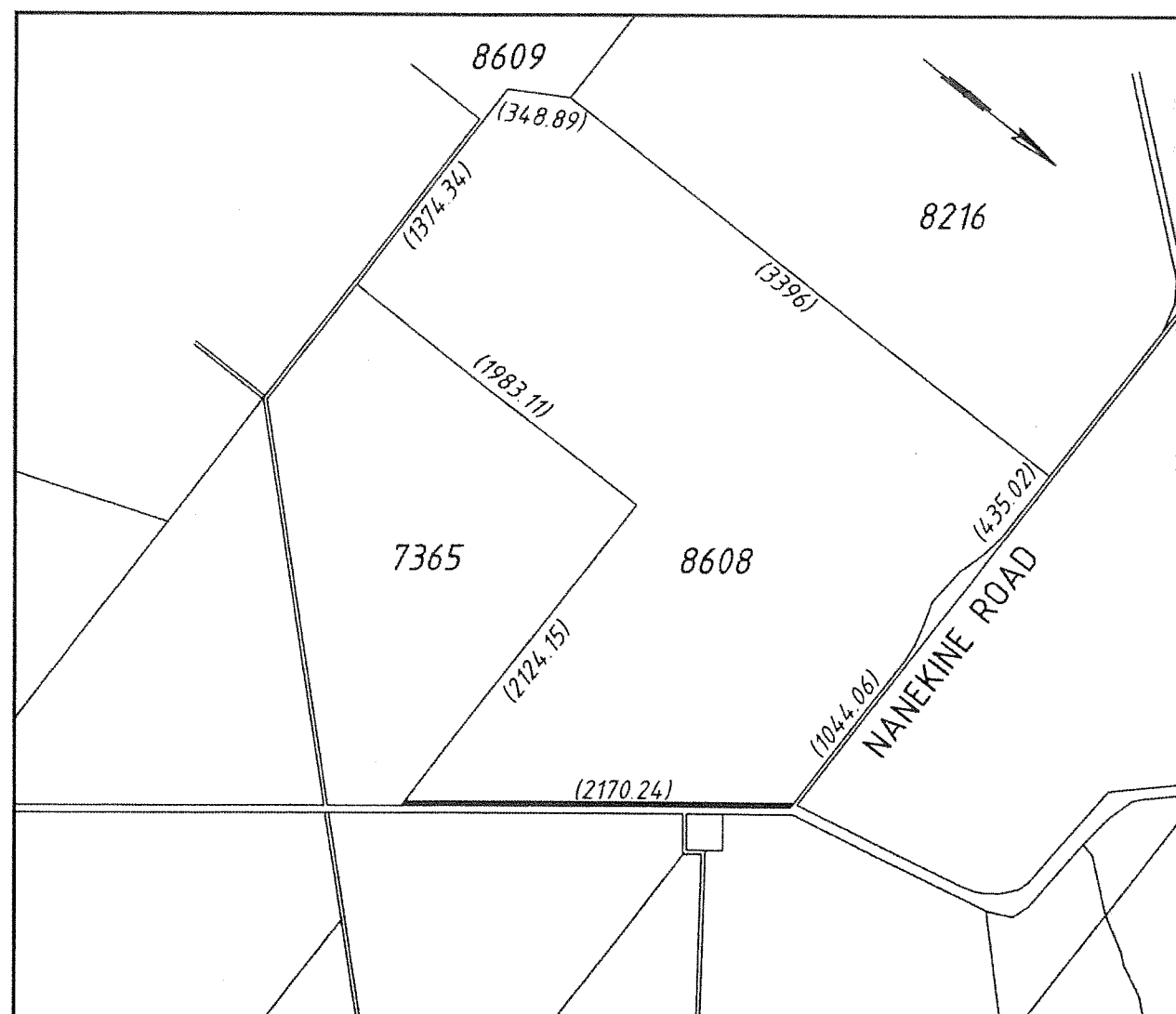
(2170.24)

20

(1044.06)

WUBIN - MULLEWA ROAD

NANEKINE ROAD



LEGEND

LAND REQUIRED FOR ROAD
PURPOSES

BOUNDARY TO BE SURVEYED.

NOTES

- 1 DIMENSIONS AND AREAS ARE APPROXIMATE ONLY AND ARE SUBJECT TO SURVEY.
- 2 S.L.K. IS A M.R. STRAIGHT LINE KILOMETRE AND IS APPROXIMATE ONLY
- 3 CADASTRAL MODEL: CAD1121A
- 4 HORIZONTAL DATUM IS MGA 94.
- 5 NOT TO BE USED FOR SURVEY
REFER TO DRG 1460-050

MID WEST-GASCOYNE REGION

Telephone (08) 9956 1200

Fax (08) 9956 1240

APPROVED FOR IMPLEMENTATION

FILE NUMBER	FOLIO	DATE	APPROVAL NUMBER
14/2985			

AUTHORISED	JERG	29/7/14
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APPROVED	B. M. M.	29/7/14
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FINANCE AND SERVICES
PROPERTY MANAGEMENT

Telephone 9323 4580

Fax 9323 4600

FILE No. 14/2985

DRAWN/DESIGNED W.M. ROLLINGS 7/7/14

AUDITED IN ACCORDANCE WITH STANDARD 67-08-48 IN THE
ROAD AND TRAFFIC ENGINEERING MANUAL WMB 30/7/14

WUBIN-MULLEWA RD M39

LAND DEALINGS

LOT 8608, 161.5 - 163.5 S.L.K.

LOCAL AUTHORITY (511) SHIRE OF MORAWA

DRAWING TYPE DRAWING NUMBER

7200

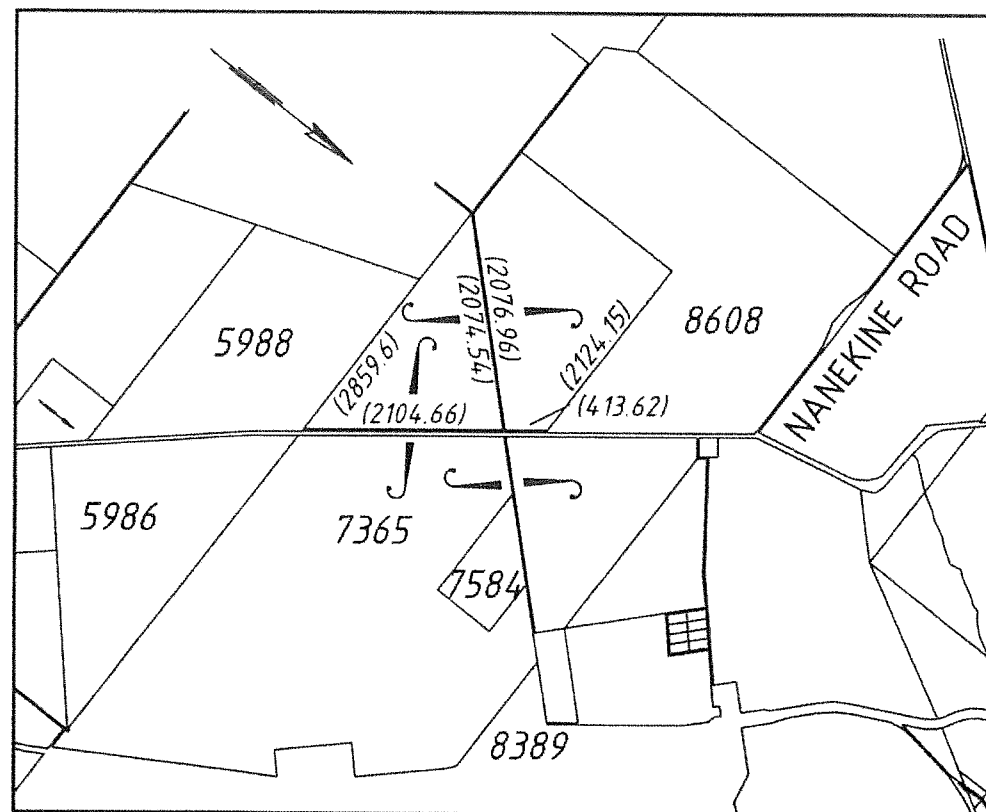
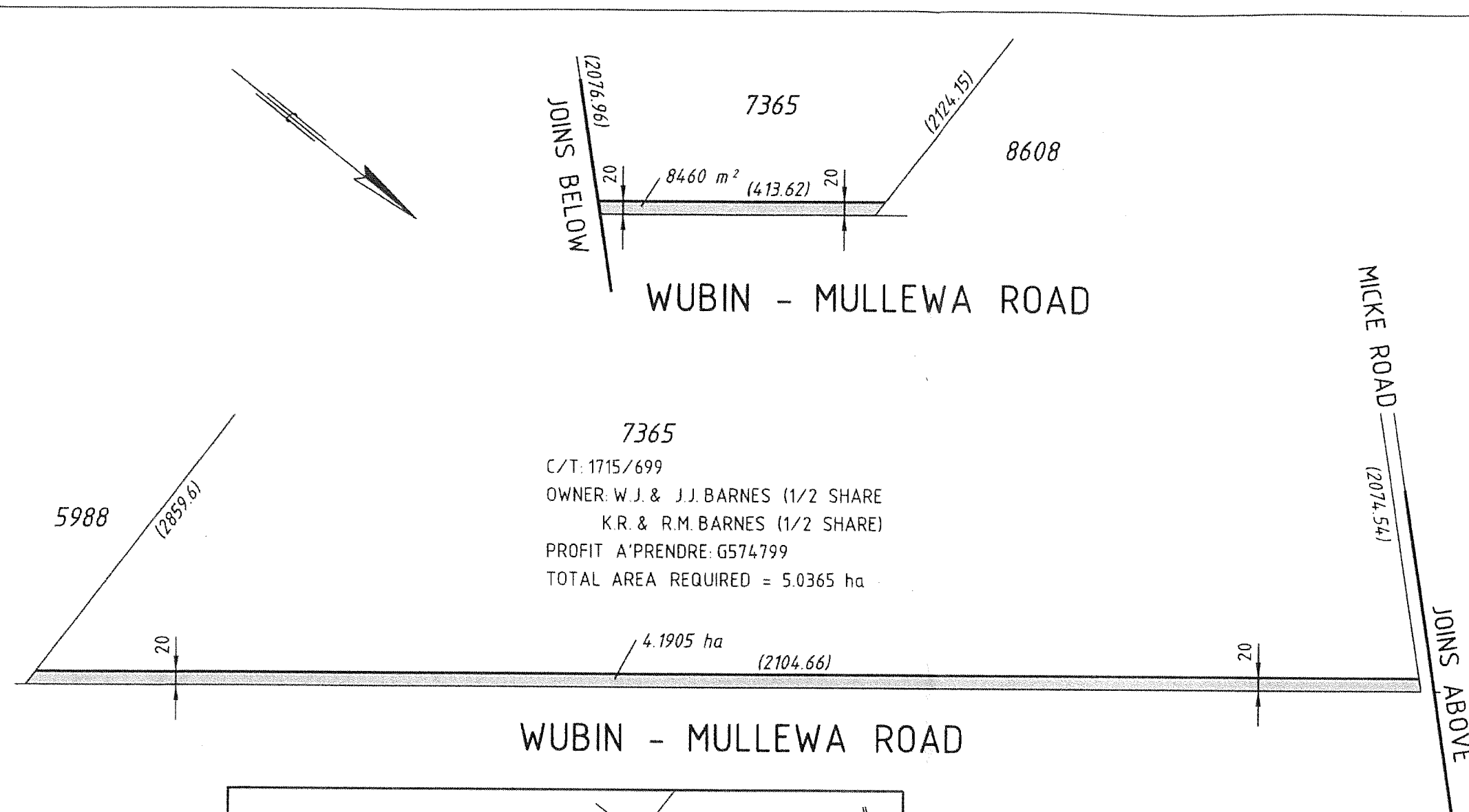
1460-051

AMEND.

SCALE 1:7500

SCAN DATE

A
3



LEGEND



LAND REQUIRED FOR ROAD
PURPOSES



BOUNDARY TO BE SURVEYED.

NOTES

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- 4 HORIZONTAL DATUM IS MGA 94.
- 5 NOT TO BE USED FOR SURVEY REFER TO DRG 1460-050

MID WEST-GASCOYNE REGION

Telephone (08) 9956 1200

Fax (08) 9956 1240

APPROVED FOR IMPLEMENTATION

FILE NUMBER	FOLIO	DATE	APPROVAL NUMBER
14/2985			
AUTHORISED	JERG	29/7/14	
APPROVED	B. M. M.	29/7/14	



FINANCE AND SERVICES
PROPERTY MANAGEMENT

Telephone 9323 4580

Fax 9323 4600

FILE No. 14/2985

DRAWN/DESIGNED W.M. ROLLINGS 7/7/14

AUDITED IN ACCORDANCE WITH STANDARD 67-08-48 IN THE
ROAD AND TRAFFIC ENGINEERING MANUAL

WUBIN-MULLEWA RD M39

LAND DEALINGS

LOT 7365, 158.9 - 161.46 S.L.K.

LOCAL AUTHORITY (511) SHIRE OF MORAWA

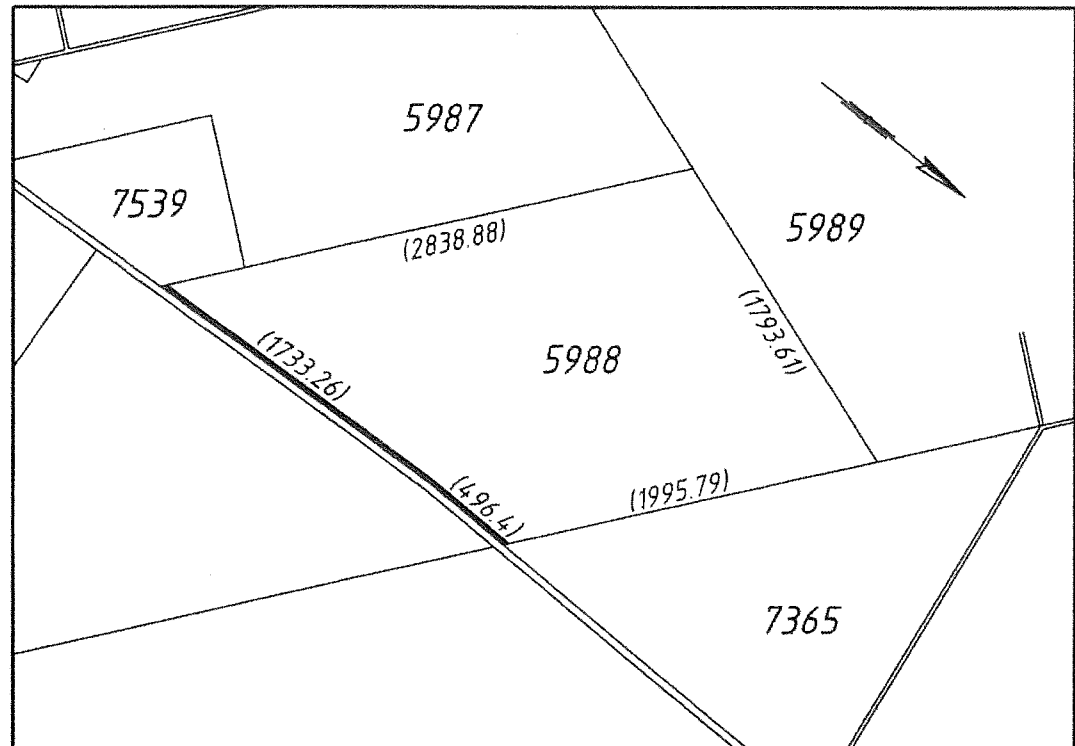
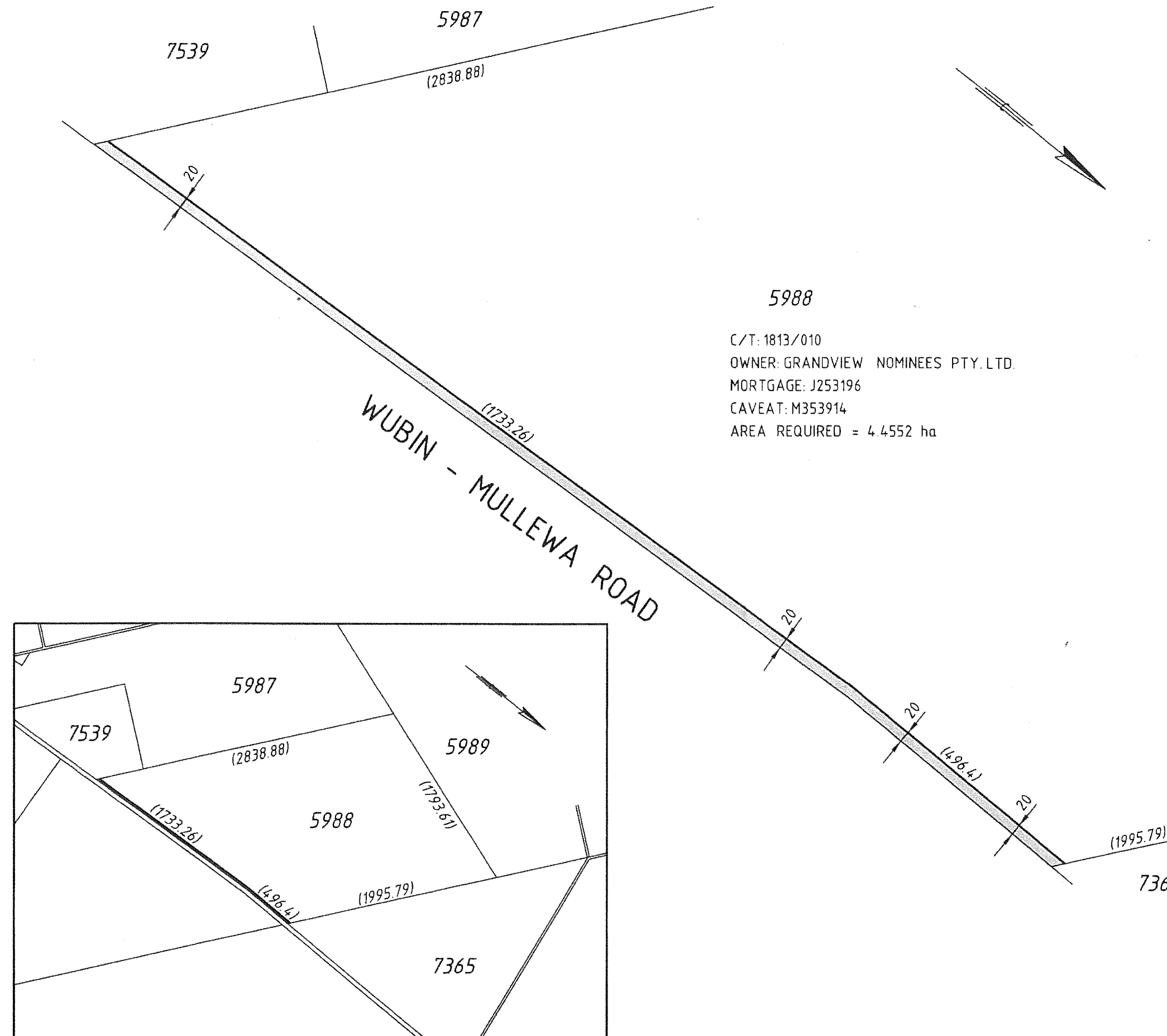
DRAWING TYPE

DRAWING NUMBER

AMEND.

7200

1460-052



5988

C/T: 1813/010
 OWNER: GRANDVIEW NOMINEES PTY. LTD.
 MORTGAGE: J253196
 CAVEAT: M353914
 AREA REQUIRED = 4.4552 ha

LEGEND

- LAND REQUIRED FOR ROAD PURPOSES
- BOUNDARY TO BE SURVEYED

NOTES

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- 4 HORIZONTAL DATUM IS MGA 94.
- 5 NOT TO BE USED FOR SURVEY
REFER TO DRG 1460-049

MID WEST-GASCOYNE REGION

Telephone (08) 9956 1200 Fax (08) 9956 1240

APPROVED FOR IMPLEMENTATION

FILE NUMBER	FOLIO	DATE	APPROVAL NUMBER
14/2985			
AUTHORISED	<i>JRG</i>	29/7/14	
APPROVED	<i>B. Mulu</i>	29/7/14	

FINANCE AND SERVICES
 PROPERTY MANAGEMENT

Telephone 9323 4580 Fax 9323 4600

FILE No.	14/2985
DRAWN/DESIGNED	W.M. ROLLINGS 7/7/14
AUDITED IN ACCORDANCE WITH STANDARD 67-08-48 IN THE ROAD AND TRAFFIC ENGINEERING MANUAL	<i>W.M.</i> 29/7/14

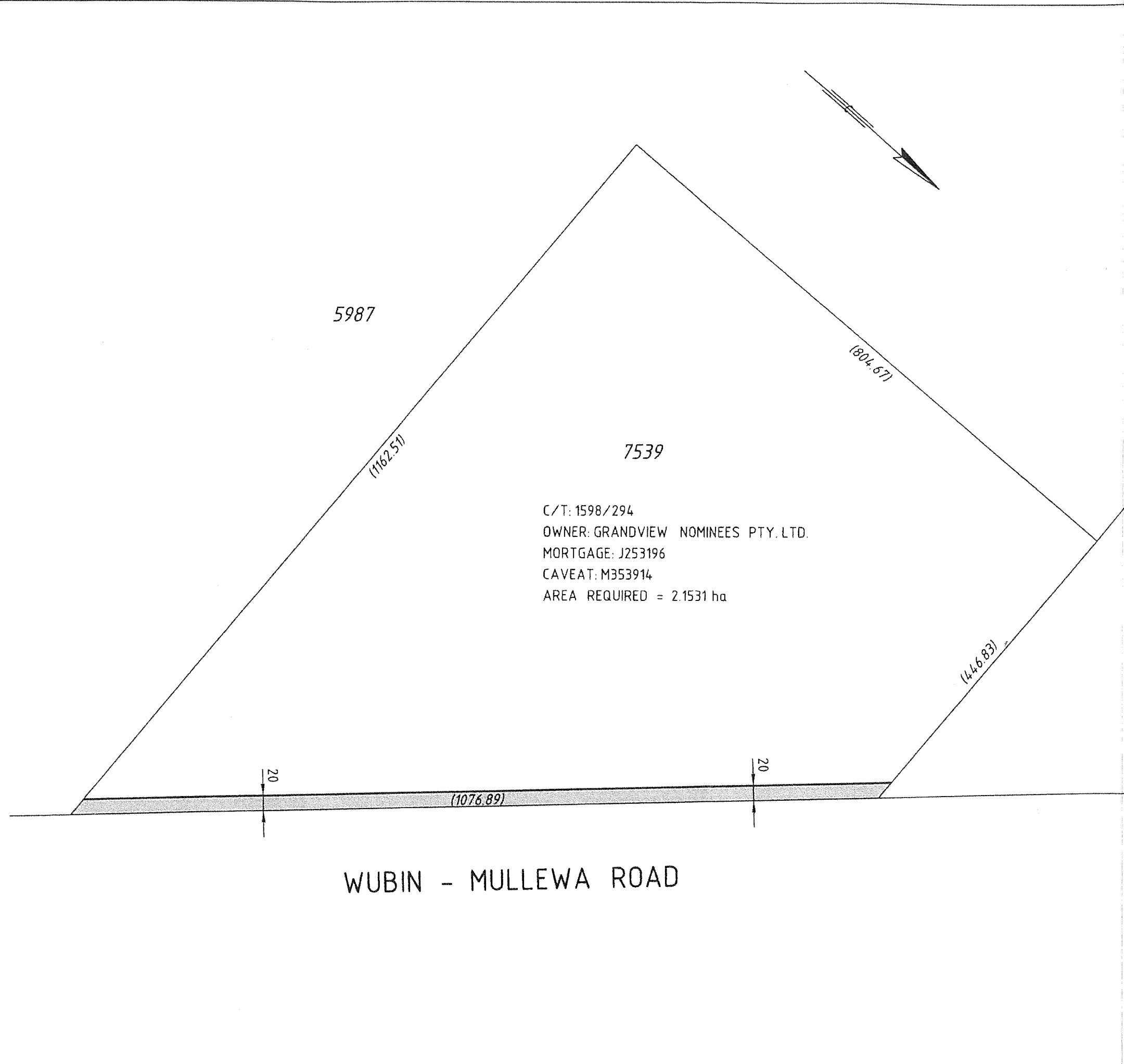
WUBIN-MULLEWA RD M39

LAND DEALINGS
 LOT 5988, 156.7 - 158.9 S.L.K.

LOCAL AUTHORITY (511) SHIRE OF MORAWA		
DRAWING TYPE	DRAWING NUMBER	AMEND.
7200	1460-053	





SCAN DATE
 A
 3



WUBIN - MULLEWA ROAD

LEGEND

-  LAND REQUIRED FOR ROAD PURPOSES
-  BOUNDARY TO BE SURVEYED.

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- 4 HORIZONTAL DATUM IS MGA 94.
- 5 NOT TO BE USED FOR SURVEY REFER TO DRG 1460-049

MID WEST-GASCOYNE REGION

Telephone (08) 9956 1200 Fax (08) 9956 1240

APPROVED FOR IMPLEMENTATION

FILE NUMBER	FOLIO	DATE	APPROVAL NUMBER
14/2985			
AUTHORISED	<i>JRG</i>	29/7/14	
APPROVED	<i>B. Allen</i>	29/7/14	



FINANCE AND SERVICES
PROPERTY MANAGEMENT

Telephone 9323 4580 Fax 9323 4600

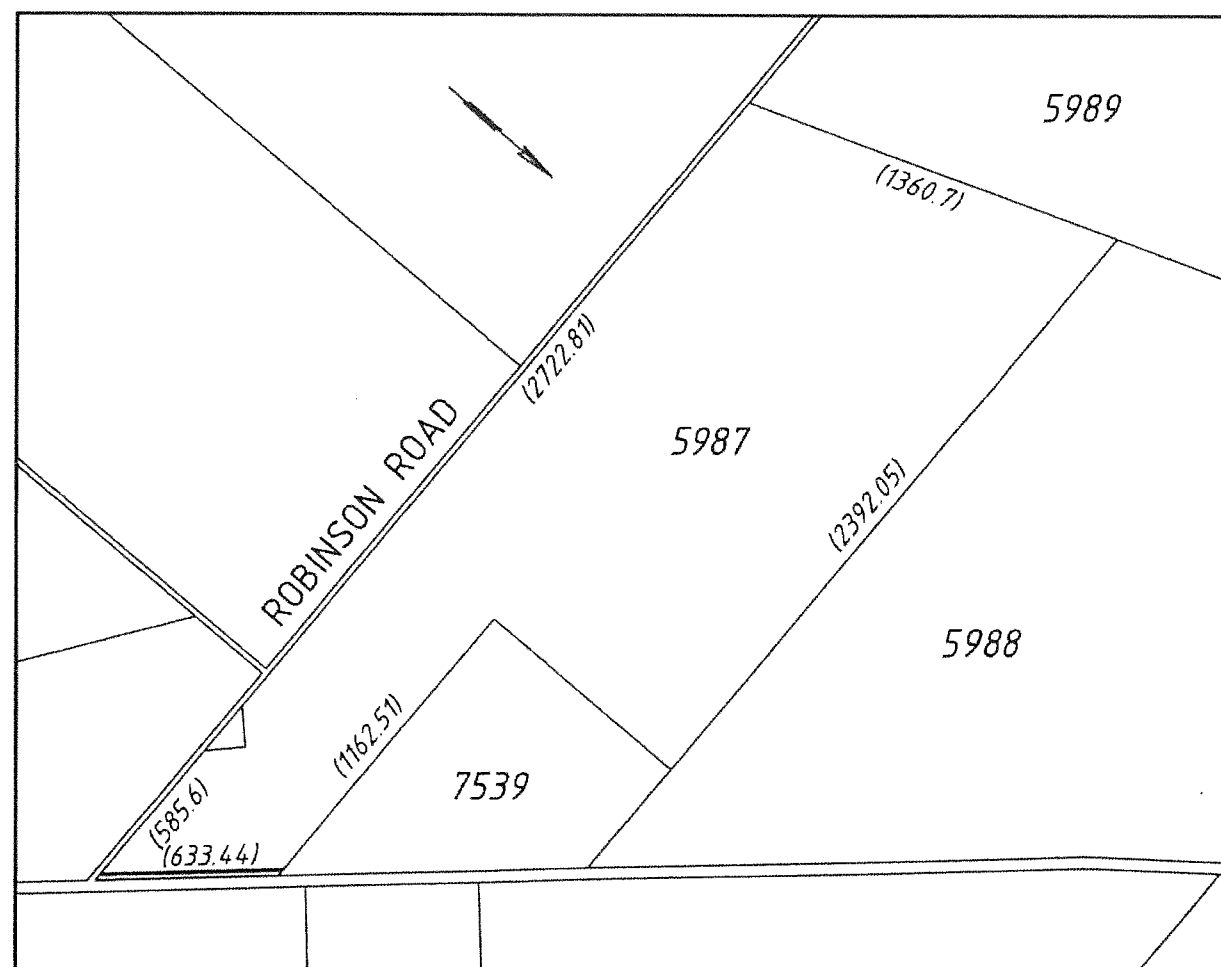
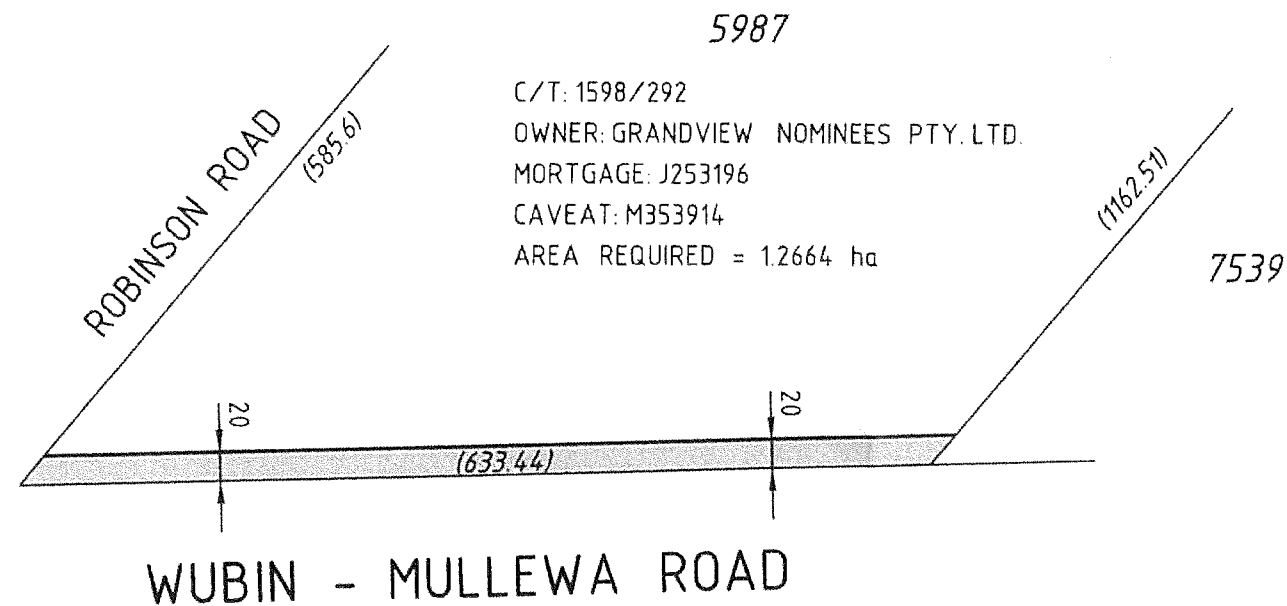
FILE No.	14/2985
DRAWN/DESIGNED	W.M. ROLLINGS 7/7/14
AUDITED IN ACCORDANCE WITH STANDARD 67-08-48 IN THE ROAD AND TRAFFIC ENGINEERING MANUAL	<i>WMB</i> 31/7/14

WUBIN-MULLEWA RD M39
LAND DEALINGS
LOT 7539, 155.6 - 156.7 S.L.K.

LOCAL AUTHORITY (511) SHIRE OF MORAWA

DRAWING TYPE	DRAWING NUMBER	AMEND.
7200	1460-054	

SCALE 1:5000
SCAN DATE



LEGEND



LAND REQUIRED FOR ROAD
PURPOSES



BOUNDARY TO BE SURVEYED.

NOTES

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- 5 NOT TO BE USED FOR SURVEY
REFER TO DRG 1460-049

MID WEST-GASCOYNE REGION

Telephone (08) 9956 1200

Fax (08) 9956 1240

APPROVED FOR IMPLEMENTATION

FILE NUMBER	FOLIO	DATE	APPROVAL NUMBER
14/2985			
AUTHORISED	JERG	29/7/14	
APPROVED	B. M. M.	29/7/14	



FINANCE AND SERVICES
PROPERTY MANAGEMENT

Telephone 9323 4580

Fax 9323 4600

FILE No. 14/2985

DRAWN/DESIGNED W.M. ROLLINGS 7/7/14

AUDITED IN ACCORDANCE WITH STANDARD 67-08-48 IN THE
ROAD AND TRAFFIC ENGINEERING MANUAL 30/7/14

WUBIN-MULLEWA RD M39

LAND DEALINGS

LOT 5987, 154.9 - 155.6 S.L.K.

LOCAL AUTHORITY (511) SHIRE OF MORAWA

DRAWING TYPE DRAWING NUMBER

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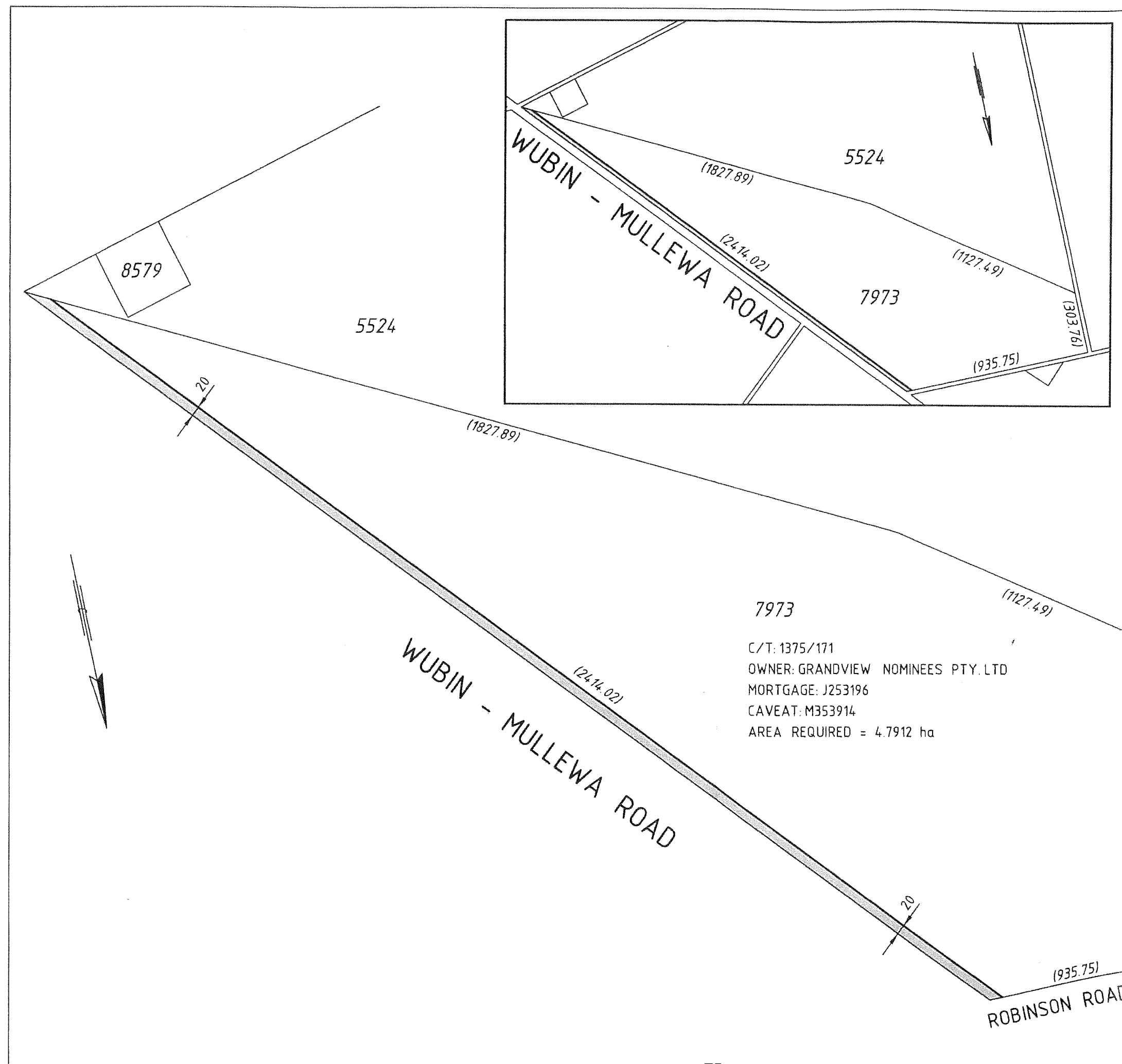
1460-055

AMEND.

SCALE 1:5000

SCAN DATE

A
3



7973
 C/T: 1375/171
 OWNER: GRANDVIEW NOMINEES PTY. LTD
 MORTGAGE: J253196
 CAVEAT: M353914
 AREA REQUIRED = 4.7912 ha

LEGEND

- LAND REQUIRED FOR ROAD PURPOSES
- BOUNDARY TO BE SURVEYED.

NOTES

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- 4 HORIZONTAL DATUM IS MGA 94
- 5 NOT TO BE USED FOR SURVEY REFER TO DRG 1460-049

MID WEST-GASCOYNE REGION

Telephone (08) 9956 1200 Fax (08) 9956 1240

APPROVED FOR IMPLEMENTATION

FILE NUMBER	FOLIO	DATE	APPROVAL NUMBER
14/2985			
AUTHORISED	<i>JRG</i> 29/7/14		
APPROVED	<i>B. M. M.</i> 29/7/14		

FINANCE AND SERVICES
 PROPERTY MANAGEMENT

Telephone 9323 4580 Fax 9323 4600

FILE No. 14/2985

DRAWN/DESIGNED W.M. ROLLINGS 7/7/14

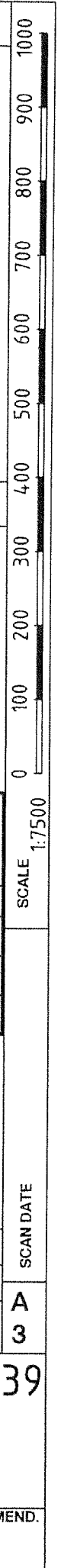
AUDITED IN ACCORDANCE WITH STANDARD 67-08-48 IN THE ROAD AND TRAFFIC ENGINEERING MANUAL *WMB* 29/7/14

WUBIN-MULLEWA RD M39

LAND DEALINGS
 LOT 5988, 152.55 - 154.95 S.L.K.

LOCAL AUTHORITY (511) SHIRE OF MORAWA

DRAWING TYPE	DRAWING NUMBER	AMEND.
7200	1460-056	



Attachment 3 - Main Roads Consultation Report

Date	Contact Name	Land affected	Action	Outcome	Meeting Place
3/04/2014	Teresa Tubby	Lot 8608 (1811/27), 5988 (1813/10), 7539 (1598/294), 5987 (1598/292), 7973 (1375/171)	Initial meeting to discuss fence setback. Landowner confirmed that Main Roads setback fence some time ago. No issues	No objections	Canna Residence
15/08/2014	Teresa Tubby	as above	Provided land dealings plans as well as Statement of procedures for acquiring land for a public work and brochure, gave letter of consent to sign and send back. Discussed next step and let Teresa know that Gavin (acquisition officer) would be in contact.	No objections	Canna Residence
9/12/2014	Teresa Tubby	As above	Provided update on process and timeframes. Appreciated update and had no issues.	No objections	Telephone conversation

Date	Contact Name	Land affected	Action	Outcome	Meeting Place
3/04/2014	Wally Barnes	Lot 7375 (1715/699)	Initial meeting to discuss fence setback. Landowner confirmed that Main Roads setback fence some time ago. No issues	No objections	Gutha Residence
15/08/2014	Wally Barnes	as above	Provided land dealings plans as well as Statement of procedures for acquiring land for a public work and brochure, gave letter of consent to sign and send back. Discussed next step and let Wally know that Gavin (acquisition officer) would be in contact.	No objections	Gutha Residence
9/12/14	Wally Barnes	As above	Provided update on process and timeframes. Appreciated update and had no issues.	No objections	Telephone conversation

<i>Date of Meeting:</i>	17th March 2015
<i>Item No:</i>	7.2.4.2
<i>Subject:</i>	Town Centre Feature Element
<i>Date & Author:</i>	11 March 2015, John Elliot (Project Officer)
<i>Applicant/ Proponent:</i>	Shire of Morawa
<i>File Number:</i>	ADM 0619
<i>Previous Minute/s and Reference:</i>	Shire of Morawa Council Meeting Minutes February 2015, January 2015, November 2014, June 2014, October 2013, September 2013 and September 2012.

SUMMARY

The purpose of this report is for Council to approve the ribbon design element for the Town Square Central Feature Element.

DECLARATION OF INTEREST

Author of report has no declaration of interest.

ATTACHMENTS

Attachment 1- Option 1 Wheat Ribbon Design

Attachment 2- Option 2 Wheat and Windmill Ribbon Design

BACKGROUND INFORMATION

On 6th July 2011, Morawa was identified as one of nine towns to be named as a Super Town under the State Government Royalties for Regions Regional Centres Development Plan initiative.

Morawa was chosen as a Super Town because of its growth potential. The Super Towns vision is to have balanced communities with lifestyle options and access to services. They will have affordable, quality housing and a diverse range of lifestyle and job opportunities. It will have flow on benefits to neighbouring towns, communities, and regional cities. As a Super Town, Morawa will offer more choices for people wanting to live in regional areas and provide an attractive alternative to living in the metropolitan area.

The total project is anticipated to include the following five stages:-

1. Creation of the Civic Square and Pedestrian Crossing
2. Construction of the Parallel Freight Alignment

3. Upgrade of Central Portion of Winfield Street
4. Upgrade remaining extent of Winfield Street
5. Prater Street streetscaping works

At the meeting of the Council on the 25th September 2012 in relation to the Morawa Town Centre Project it was resolved that:

- 1. Council endorse the Morawa SuperTown Town Centre Revitalisation concept design plan Stages (1 & 2) as detailed in the outcome report.*

Funding of \$5,326,000 has been received to complete stages 1 & 2. Project consultants have completed detailed design drawings for the *Creation of the Civic Square (including the Central Feature Element) and Pedestrian Crossing (Stage 1)* and *Construction of the Parallel Freight Alignment (Stage 2)*.

Emerge Associates (Landscape Architects) have been engaged by the Shire of Morawa to provide design plans, completion of tender/quotation and project manage the construction of the Civic Square, including the Civic Square Feature Element.

Little Rhino Designs were approved in November 2014 through tender to design and construct the Central Feature element at a total fixed price of \$95,000 (GST Exclusive).

Little Rhino Designs had prepared Ribbon design options for the Town Square Central Feature element for a special Council meeting held in January 2015 and a Council Meeting held in February 2015. Council did not move a motion to support any of the designs provided at either meeting.

Council did approve at the January 2015 Council meeting construction options as detailed below.

Option 1- Etched Motif to Lower Section:

This Option maintains the original approved form of the ribbon and provides artistic interpretation and detailed visual interest from ground level, all the way up to the highest clock face. In order to mitigate finger grips, footholds or finger entrapment issues it is proposed that any motif below approximately 1900mm above ground level will be etched into the metal or have laser cutting voids of width less than 6mm, and remain in 2 dimensional form. Above 1900mm the motifs would be laser cut and given a 3 dimensional characteristic. Artistically this option is preferred as it provides visual interest and interpretation at ground level that engages the public close up.

OFFICER'S COMMENT

Little Rhino Designs have provided two design options for Councils consideration addressing wheat and wheat/windmill themes.

Option 1 –:

The artist has designed a rural farming design incorporating a consistent wheat pattern. The wheat would be etched into the lower portion of the ribbon and laser cut into the middle and upper sections of the ribbon (shaped to create 2 and 3 dimensional effects).

Option 2 –

The design incorporates rural elements including a windmill and wheat design. The wheat motif would be etched in the lower section of the ribbon and wheat and windmill laser cut into the mid and upper portion of the ribbon, creating 2 and 3 dimensional imagery along the ribbon.

The artist has advised that that designs are place in segmented portions of the ribbon to ensure rigidity of the ribbon during the fabrication and installation process.

COMMUNITY CONSULTATION

The Shire of Morawa in collaboration with the project consultants has completed a range of public consultation including public meetings, surveys and workshops to gain community and business input during the inception and design phases. The consultants have also conducted meetings with key landowners potentially impacted by the construction of the Civic Square project including the Central Feature Element on the 19th and 20th March 2013. This level of engagement is considered sufficient to alleviate any perceived concerns of inadequate community consultation.

COUNCILLOR CONSULTATION

Shire of Morawa Councillors have been involved in a range of presentation and workshops associated with the development and design of the Civic Square project including the Central Feature Element. Designs options have also been discussed at Council briefing sessions.

STATUTORY ENVIRONMENT

The Civic Square Feature element and Civic Square project is required to comply with the Shire of Morawa Town Planning Scheme No 2 and associated Shire of Morawa policies.

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Little Rhino Designs were approved in November 2014 through tender to design and construct the Central Feature element at a total fixed price of \$95,000 (GST Exclusive). The design and construction designs would not increase the agreed fixed price.

STRATEGIC IMPLICATIONS

The Shire of Morawa Corporate Business Plan 2012-2016 endorsed by Council incorporates the following project:

Project 26 Main Street Project

“The Main Street of Morawa will be revitalised to provide new opportunities for community interaction and an increased level of retail and commercial services.”

The construction of the Civic Square, incorporating the central feature element is a key component identified under project 26 and will meet a key objective of this project.

The Morawa SuperTown Growth and Implementation Plan 2012 endorsed by the Western Australian Government and Shire of Morawa identify the construction of the Civic Square including the central feature element as a significant project.

The Shire of Morawa Strategic Community Plan – Plan for the Future has the following adopted strategy objective:-3.5.2

“Improved and well maintained community, recreational and civic infrastructure.”

RISK MANAGEMENT

The approved construction option has been prepared to stop potential climbing of the central feature element and the artist has engaged a structure engineer to approve the structures design.

The Morawa SuperTown Financial Assistance Agreement states that the Shire of Morawa bears the sole risk for any project cost overruns. This risk has been mitigated through the negotiation of a fixed price contract for construction of the Civic Square Central Feature Element and associated works.

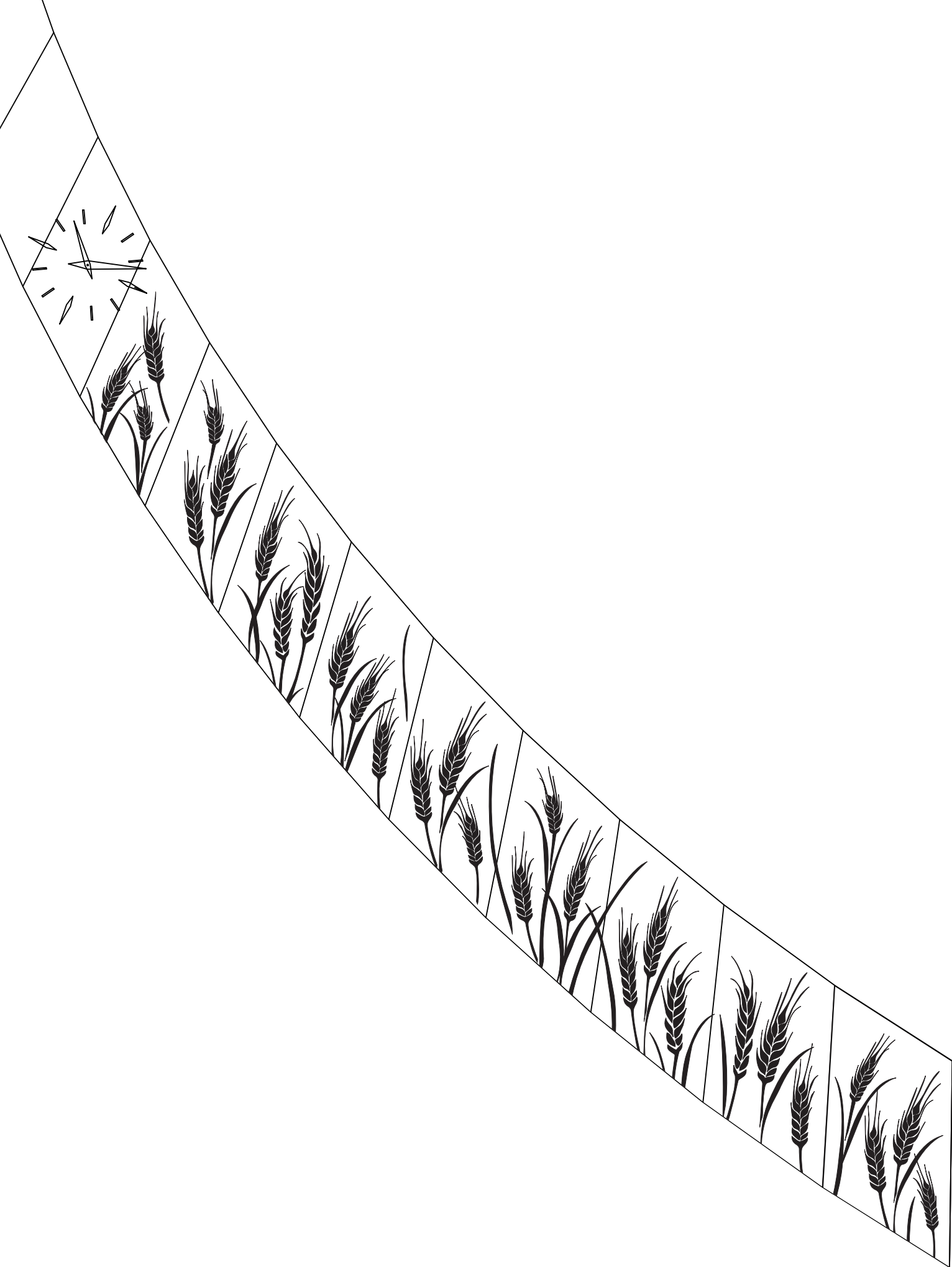
Past civil Shire of Morawa projects have been able to be completed within the allocated budgets.

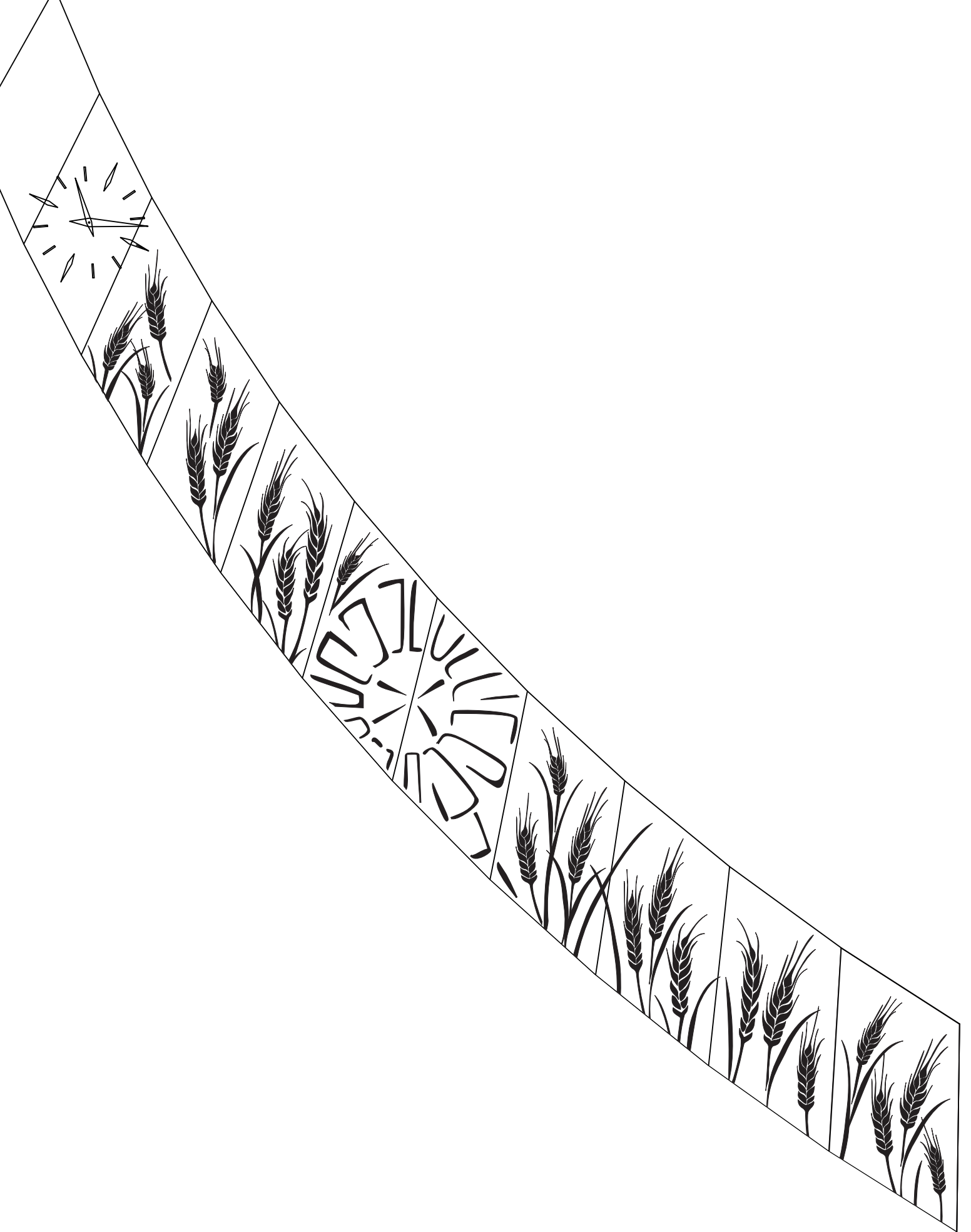
VOTING REQUIREMENT:

Simple majority.

OFFICER’S RECOMMENDATION

1. Council approve design option 2 depicting wheat and windmill motifs for the ribbon component of the Morawa SuperTown Civic Square Central Feature Element. The design is also to include both 2 dimensional and 3 dimensional cut out imagery for the ribbon component.





Date of Meeting:	17 March 2015
Item No:	7.2.4.3
Subject:	Financial Assistance Agreement Royalties for Regions Country Local Government Fund 2012-13 Morawa Swimming Pool
Date & Author:	12 March 2014 John Elliot
Applicant/Proponent:	Shire of Morawa
Previous minute/s & Reference:	August 2011, July 2012, June 2013, August 2014

SUMMARY

The purpose of this report is for Council to authorise the affixation of the Common Seal of the Shire of Morawa to the Royalty for Regions Financial Assistance Agreement Country Local Government Fund 2012-13 Morawa Swimming Pool in the presence of the Shire President and the Chief Executive Officer.

DECLARATION OF INTEREST

Nil

ATTACHMENTS

Royalty for Regions Financial Assistance Agreement – Country Local Government Fund 2012-13 Morawa Swimming Pool

BACKGROUND INFORMATION

The project is to replace the existing pool filtration system with a system that meets current legislative requirements and meets the future demand of the facility. To achieve this, a number of construction elements are incorporated into the project, including:

- Establishment of a new filtration plant and backwash tank
- Replace existing plant room building and associated site works
- Renovation of existing balance tank

A total amount of \$358,578 Country Local Government Funding 2012/13 has been approved toward the project.

The Department of Regional Development have prepared the associated Financial Assistance Agreement (Attachment 1) and provided two copies of the documentation for signing and placement of the Shire of Morawa common seal as part of the execution of the agreement.

OFFICER'S COMMENT

The Financial Assistance Agreement is a legal document between the Department of Regional Development and the Shire to access \$358,578 in Royalty for Regions Funding.

The document provides an agreed structure to access funds and achieves project milestones. The Agreement requires authorised signatories and the affixation of the Shire of Morawa Common Seal to bind the agreement.

The local Government Act 1995, section 9.49A states:

- (1) *A document is duly executed by a local government if —*
 - (a) *the common seal of the local government is affixed to it in accordance with subsections (2) and (3); or*
 - (b) *it is signed on behalf of the local government by a person or persons authorised under subsection (4) to do so*
- (2) *The common seal of a local government is not to be affixed to any document except as authorised by the local government.*
- (3) *The common seal of the local government is to be affixed to a document in the presence of —*
 - (a) *the mayor or president; and*
 - (b) *the chief executive officer or a senior employee authorised by the chief executive officer,*

each of whom is to sign the document to attest that the common seal was so affixed.
- (4) *A local government may, by resolution, authorise the chief executive officer, another employee or an agent of the local government to sign documents on behalf of the local government, either generally or subject to conditions or restrictions specified in the authorisation.*

Conforming to the abovementioned procedures is required under the Local Government Act 1995.

COMMUNITY CONSULTATION

Nil

COUNCILLOR CONSULTATION

The project and associated Country Local Government Funding 2012/13 has been discussed at Council briefing sessions.

STATUTORY ENVIRONMENT

The Local Government Act 1995 section 9.49A

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

The approved \$358,578 in Royalty for Regions CLGF 2012/13 funding will assist in the successful completion of the Morawa Swimming Pool project.

Other funding sources towards the project include:

- Community Sporting and Recreation Facilities Fund (CSRFF) funding of \$229,716
- Shire of Morawa general funding of \$170,000
- Community Sporting and Recreation Facilities Fund (CPRP) of \$10,000

STRATEGIC IMPLICATIONS

This project is consistent with the Shire of Morawa Sport & Recreation Master Plan.

RISK MANAGEMENT

The purpose of the Financial Assistance Agreement is to provide a structure detailing Department of Regional Development and Shire of Morawa project responsibilities and requirements for the receipt of the Royalty for Regions CLGF 2012/13 allocation.

The document provides a detailed and legal mechanism to ensure project funding and completion of the project is achieved within budget and in accordance with sound project management methodology.

VOTING REQUIREMENT:

Simple Majority

OFFICER'S RECOMMENDATION

Council under section 9.49 of the Local Government Act 1995 approves:

The common seal of the Shire of Morawa to be affixed to the Royalty for Regions Financial Assistance Agreement - Country Local Government

Fund 2012-13 Morawa Swimming Pool in the presence of the Shire President and the Chief Executive Officer, each of whom is to sign the document to attest that the common seal was so affixed.



FINANCIAL ASSISTANCE AGREEMENT

ROYALTIES FOR REGIONS PROJECT

DEPARTMENT OF REGIONAL DEVELOPMENT

AND

SHIRE OF MORAWA

ABN: 95047014897

COUNTRY LOCAL GOVERNMENT FUND 2012-2013

INDIVIDUAL ALLOCATION

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THIS Agreement is made on the _____ day of _____ 20__.

BETWEEN:

The State of Western Australia via the Department of Regional Development, acting through the Director General, of 140 William Street, Perth WA 6000 (“Department”)

AND

The Shire of Morawa (“Recipient”) of 26 Winfield Street Morawa Western Australia 6623

BACKGROUND

Funds for Royalties for Regions are invested through the *Royalties for Regions Act 2009*. The Recipient has applied to the Department for financial assistance to undertake the Project and the Department has agreed to provide Funding subject to the terms and conditions of this Agreement.

- (a) The Department and the Recipient each have responsibilities relating to the successful delivery of the Royalties for Regions Project(s) referred to in this Agreement.
- (b) The Department’s role in relation to Royalties for Regions is to administer and coordinate the implementation of Royalties for Regions.
- (c) The Parties agree that there is a shared responsibility to ensure the delivery of nominated Royalties for Regions’ initiatives referred to in this Agreement, with the overall aim of:
 - Building capacity in regional communities
 - Retaining benefits in regional communities
 - Improving services to regional communities
 - Attaining sustainability
 - Expanding opportunity
 - Growing prosperity.

OPERATIVE PART

THE PARTIES AGREE as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless repugnant to the context:

Agreement means this Financial Assistance Agreement, including its recitals and any schedules or annexures.

Acquittal occurs when the Department has advised the Recipient that the reports and financial information provided by the Recipient in accordance with Schedule 5 are satisfactory.

Approved Budget means the budget approved by the Department and set out in Schedule 4.

Auditor means a person who is an approved auditor for the purposes of the *Local Government Act 1995* or a Registered Company Auditor and who is independent of the Recipient.

Auditor General means the Auditor General for the State of Western Australia.

Business Day means a day, not being a Saturday, Sunday or public holiday, on which banks are open for general banking business in Western Australia.

Commencement Date means the execution date of this Agreement.

Commonwealth means Commonwealth of Australia.

Department means the Department of Regional Development or such other body or instrumentality that is charged with the administration of this Agreement from time to time on behalf of the State.

Evaluation or Audit includes to audit, examine, investigate, inspect, review or evaluate.

Funding means the amount specified in Schedule 4, including any interest accrued on that amount.

Insolvency Event means the happening of any of these events:

- a. an order is made, or an application is made to a court for an order, that a body corporate be wound up; or
- b. except to reconstruct or amalgamate while solvent, a body corporate:
 - (i) is wound up or dissolved; or
 - (ii) resolves to wind itself up or otherwise dissolve itself, or gives notice of intention to do so; or
 - (iii) enters into, or resolves to enter into, any form of formal or informal arrangement for the benefit of all or any class of its creditors, including a scheme of arrangement, deed of company arrangement, compromise or composition with, or assignment for the benefit of, all or any class of its creditors; or

- c. a liquidator or provisional liquidator is appointed (whether or not under an order), or an application is made to a court for an order, or a meeting is convened or a resolution is passed, to make such an appointment, in respect of a body corporate; or
- d. a receiver, manager, receiver and manager, trustee, administrator, controller (as defined in section 9 of the *Corporations Act 2001* (Cth)) or similar officer is appointed, or an application is made to a court for an order, or a meeting is convened, or a resolution is passed, to make such an appointment, in respect of a body corporate; or
- e. any step is taken to enforce security over, or a distress, attachment, execution or other similar process is levied, enforced or served out against, any asset or undertaking of a body corporate; or
- f. the process of any court or authority is invoked against a body corporate, or any asset or undertaking of a body corporate, to enforce any judgment or order for the payment of money or the recovery of any property; or
- g. a body corporate:
 - (i) takes any step to obtain protection, or is granted protection, from its creditors under any applicable legislation; or
 - (ii) stops or suspends payment of all, or a class of, its debts; or
 - (iii) is, or is taken by any applicable legislation to be, or states that it is, or makes a statement from which it may be reasonably deduced that it is:
 - (a) insolvent or unable to pay its debts when they fall due; or
 - (b) the subject of an event described in section 459C(2)(b) or section 585 of the *Corporations Act 2001* (Cth); or
 - (iv) is taken to have failed to comply with a statutory demand as a result of the operation of section 459F(1) of the *Corporations Act 2001* (Cth); or
 - (v) ceases, or threatens to cease, to carry on all or a material part of its business; or
- h. a person becomes an insolvent under administration as defined in section 9 of the *Corporations Act 2001* (Cth) or action is taken that could result in that event; or
- i. anything analogous or having a similar effect to any of the events specified above happens under the law of any applicable jurisdiction.

Leveraged Funding is the additional cash funding obtained for the Project from other sources.

Milestones means the milestones and outcomes howsoever expressly or impliedly set out in Schedule 4.

Obligation means obligation under this Agreement.

Party means each of the Department or the Recipient as the context requires, and **Parties** means both of them.

Project means the initiative or activities funded for the Purpose described in Schedule 4.

Project Completion Date means that date for completion of the Project as specified in, or ascertainable from, Schedule 4.

Provision means any term, condition, undertaking, promise, obligation or warranty of or under this Agreement.

Purpose means the purpose of carrying out the Project.

Registered Company Auditor means a person who is, for the time being, registered as an auditor or taken to be registered as an auditor under Part 9.2 of the *Corporations Act 2001* of the Commonwealth.

Royalties for Regions means the Royalties for Regions programs of the State Government, administered under the *Royalties for Regions Act 2009*.

Schedule means any schedule to, and forming part of, this Agreement.

Special Conditions means any conditions specified as such in Schedule 4.

State means the State of Western Australia.

Term means the currency of this Agreement.

1.2 Interpretation

In this Agreement unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing any gender include the other genders;
- (c) references to persons include corporations;
- (d) references to a person include the legal personal representatives, successors and assigns of that person;
- (e) a reference to a statute, ordinance, code, or other law includes regulations, by-laws, rules and other statutory instruments under it for the time being in force and consolidations, amendments, re-enactments, or replacements of any of them (whether of the same or any other legislative authority having jurisdiction);
- (f) references to this Agreement or any other instrument include this Agreement or other instrument as varied or replaced, and notwithstanding any change in the identity of the Parties;
- (g) references to writing include any mode of representing or reproducing words in tangible and permanently visible form, and include e-mail and facsimile transmission;
- (h) an Obligation incurred in favour of two or more persons is enforceable by them jointly and severally;
- (i) if a word or a phrase is defined, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (j) references to this Agreement include its recitals, schedules and annexures;

- (k) headings are inserted for ease of reference only and are to be ignored in construing this Agreement;
- (l) references to time are local time in Perth, Western Australia;
- (m) where time is to be reckoned from a day or event, that day or the day of that event is to be included;
- (n) references to currency are to Australian currency unless otherwise stated;
- (o) no rule of construction applies to the disadvantage of a Party on the basis that the Party put forward this Agreement or any part thereof;
- (p) a reference to any thing is a reference to the whole and each part of it, and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;
- (q) when the day or last day for doing an act is not a Business Day, then the day or last day for doing the act will be the directly preceding Business Day;
- (r) if the word "including" or "includes" is used, the words, "without limitation" are taken to immediately follow; and
- (s) the phrases "described in", "set out" and "specified in" shall all read as if the words "expressly or impliedly" appeared immediately before them.

2. SCOPE OF THIS AGREEMENT

- (a) The Recipient shall:
 - (i) carry out all aspects of the Project and acquit all aspects of the Purpose in a competent, diligent, satisfactory and professional manner, and to a high standard;
 - (ii) comply with this Agreement;
 - (iii) provide appropriate funding and other resources, including staff with the capacity to meet its Obligations;
 - (iv) provide leverage with wider stakeholders to facilitate strong stakeholder ownership and involvement where required in the Project; and
 - (v) seek to facilitate additional financial investment in the Project.
- (b) The Department shall:
 - (i) pay to the Recipient the Funding in the manner set out in Schedule 4 and Schedule 6; and
 - (ii) indemnify and keep indemnified the Recipient for any liability for GST and any related penalty or interest charge that may arise from a statement of GST payable on the supply for which the Department issues a recipient-created tax invoice under this Agreement.
- (c) The Recipient must:
 - (i) notify the Department of legal proceedings, arbitration or administrative proceedings or debt recovery actions pending or threatened against the

Recipient as soon as practicable after the institution of those proceedings or that debt recovery action;

- (ii) notify the Department immediately if the Recipient is in breach of any law, receives an audit qualification, or is under scrutiny through an inquiry or decree or any consent, registration, approval, licence or permit or agreement, order or award binding on the Recipient;
- (iii) notify the Department immediately if the Recipient becomes aware of any fraud or corruption with regards to the Project or the Funding;
- (iv) keep and maintain accurate, complete, up-to-date, properly detailed written records of income, expenditure, work, activities, progress, setbacks, problems and business and commercial arrangements and dealings in relation to either or both of this Agreement and the Project, and promptly provide the Department with information or documentation (relating in any way to the Project or this Agreement) requested by the Department. The Recipient will ensure that all such information or documentation (as the case may be) is accurate, complete, up-to-date, properly detailed and not in any way misleading or deceptive; and
- (v) establish a separate account or cost centre within its financial system solely for the Funding.

3. OBLIGATIONS OF RECIPIENT

3.1 Use of Funding

The Recipient will use the Funding for the carrying out of the Project in accordance with this Agreement and the Approved Budget and expend such funds by the Project Completion Date. All such expenditure must be effected in a commercially prudent, sensible and reasonable manner. Furthermore, the Recipient shall properly comply with and deliver all Milestones in accordance with Schedule 4.

3.2 No Changes

The Recipient will not make any changes to the Project or any agreed budget (including the Approved Budget) without the prior written consent of the Department, which consent may be withheld at the Department's discretion.

3.3 No Endorsement

The Recipient agrees that nothing in this Agreement constitutes an endorsement by the Department of any goods or services provided by the Recipient.

3.4 Acknowledgement of the Department

- (a) Any Royalties for Regions communication activity including presentations, publications, signage, articles, newsletters, or other literary works relating to the Project shall:
 - (i) give equal representation to the Parties in the display of Royalties for Regions' logos, the Recipient's logos and party names where agreed and as deemed appropriate; and
 - (ii) be consistent with the Department's Marketing, Communications and Acknowledgements Policy.

- (b) The respective roles of the Parties must be acknowledged at relevant fora, conferences, and project launches where the Project is promoted.
- (c) The Parties shall:
 - (i) work cooperatively at the senior management and officer levels;
 - (ii) maintain open communication, both formal and informal, to progress the objectives of this Agreement;
 - (iii) share information and knowledge as practicable; and
 - (iv) advise any shared stakeholders about arrangements between the Parties.
- (d) The Parties shall coordinate joint communications when dealing with the media and shared stakeholders in relation to the Project referred to in this Agreement on issues of significance or mutual concern, including circulating draft media statements, advertising proposals and advertisements between the Parties for comment prior to publication.
- (e) The Recipient shall coordinate joint communications with the Department prior to the release of any media statement, advertising proposal or advertisement by the Recipient in relation to the Project.

3.5 Accounts, Reporting and Acquittal

- (a) The Recipient will provide the Department with progress reports, including financial, project and acquittal reports as detailed in Schedule 5 or as determined from time to time by the Department, until the completion of the Project and the release of Obligations.
- (b) The Department will provide templates to assist the Recipient with its reporting Obligations.

3.6 General Undertakings of the Recipient

The Recipient must:

- (a) at all times duly perform and observe its Obligations and will promptly inform the Department of any occurrence that might adversely affect its ability to do so in a material way;
- (b) undertake its Obligations with integrity, good faith and probity in accordance with good corporate governance practices;
- (c) not, nor attempt to, sell, transfer, assign, mortgage, charge or otherwise dispose of or deal with any of its rights, entitlements and powers or Obligations under this Agreement;
- (d) comply with all State and Commonwealth laws; and
- (e) cooperate fully with the Department in the administration of this Agreement.

3.7 Negation of Employment, Partnership and Agency

- (a) The Recipient must not represent itself, and must ensure that its employees, contractors, sub-contractors or agents do not represent themselves, as being an employee, partner or agent of the State or the Department or as otherwise able to bind or represent the State or Department.

- (b) The Recipient will not, by virtue of this Agreement, be or for any purpose be deemed to be, an employee, partner, or agent of the State or the Department, or have any power or authority to bind or represent the State or the Department.

4. EVALUATION OR AUDIT RIGHTS

- (a) The Department may arrange for an Evaluation or Audit to be carried out in respect of the Project. If the Department arranges for an Evaluation or Audit:
 - (i) the Department must notify the Recipient that the Department has arranged or will arrange for an Evaluation or Audit to be carried out; and
 - (ii) the Recipient must allow all persons appointed by the Department to carry out the Evaluation or Audit to have full access to the records and premises in the control or possession of the Recipient for the purpose of carrying out the Evaluation or Audit.
- (b) Clause 4 survives the end of this Agreement by five (5) years.

5. CONTACT OFFICERS

- (a) The Parties agree to appoint Contact Officers. The Contact Officer for each Party is authorised to act for that Party in relation to this Agreement and is the first point of contact for the other Party in relation to any disputes arising under the Agreement.
- (b) The details of each Party's Contact Officer are set out in Schedule 1.
- (c) If a Party changes its Contact Officer that Party will notify the other Party in writing of the new contact details within five (5) Business Days after the change.

6. REPAYMENT AND RETENTION OF THE FUNDING

At the completion of the Project or the conclusion of this Agreement (whichever occurs first) the Recipient must remit to the Department within twenty (20) Business Days any Funding that the Department has paid and that has not been used or committed in accordance with this Agreement.

7. LIMITATION OF LIABILITY

The Department shall have no responsibility or liability for the success or otherwise of the Project and is not liable for any losses suffered by the Recipient in undertaking the Project. If the Funding is insufficient for the Recipient to properly meet all of its Obligations, then the Recipient is solely responsible for funding any shortfall.

8. INSURANCE AND INDEMNITY

- (a) The Recipient shall effect and maintain throughout the Term adequate insurance, with a reputable insurer, to provide cover for the Project undertaken by the Recipient, including Public Liability and Workers' Compensation insurances and property insurance covering loss of or damage to any equipment that the Recipient provides for use on the Project, for its full replacement value.

If and when requested by the Department, the Recipient must provide either or both of the following:

- (i) A written statement of the applicable insurance cover held by the Recipient; and
 - (ii) A copy of any policy of insurance, a Certificate of Currency, and receipts for premiums in connection with any policy of insurance.
- (b) The Recipient hereby indemnifies and shall keep indemnified the State and the Department and to hold them and their respective officers, employees and agents harmless from and against all reasonably foreseeable damages, losses, liabilities, cost and expenses (including legal fees) claimed, suffered or incurred by the State or the Department or any of their respective officers, employees and agents whether before or after the date of this Agreement to the extent caused by any:
- (i) breach of any Provision by the Recipient;
 - (ii) act or omission of the Recipient or its employees, contractors, officers or agents; or
 - (iii) breach of a State or Commonwealth law by the Recipient or any of its employees, contractors, officers or agents.
- (c) This indemnity shall survive expiration or termination of this Agreement.

9. FREEDOM OF INFORMATION ACT 1992, FINANCIAL MANAGEMENT ACT 2006 AND AUDITOR GENERAL ACT 2006

- (a) This Agreement and information regarding it is subject to the *Freedom of Information Act 1992*. The Department may publicly disclose information in relation to this Agreement, including its terms and the details of the Recipient.
- (b) Despite any express or implied provision of this Agreement to the contrary, the powers and responsibilities of the Auditor General under the *Financial Management Act 2006* and the *Auditor General Act 2006* are not limited or affected by this Agreement. The Recipient must allow the Auditor General, or an authorised representative, to have access to and examine the Recipient's records and information concerning this Agreement.

10. NOTICES

Any notice or other communication that may or must be given under this Agreement:

- (a) must be in writing;
- (b) may be given by an authorised officer of the Party giving notice;
- (c) must be:
 - (i) hand-delivered or sent by prepaid post to the address of the Party receiving the notice as set out in item 1 of Schedule 1; or
 - (ii) sent by facsimile to the facsimile number of the Party receiving the notice as set out in item 1 of Schedule 1;
- (d) subject to paragraph (e), is taken to be received:
 - (i) in the case of hand delivery, on the date of delivery;

- (ii) in the case of post, on the seventh Business Day after posting; and
- (iii) in the case of facsimile, on the date of transmission; and
- (e) if received after 5.00 pm or on a day other than a Business Day, is taken to be received on the next Business Day.

11. DEFAULT AND TERMINATION

11.1 Event of Default by the Recipient

An Event of Default occurs if:

- (a) the Recipient breaches any Provision, which (if remediable) continues without remedy for five (5) Business Days after notice in writing has been served on the Recipient by the Department; or
- (b) the Recipient breaches any Provision of this Agreement and such breach cannot be remedied; or
- (c) the Recipient suffers or is or becomes subject to an Insolvency Event; or
- (d) the Department has reasonable grounds to believe that the Recipient is unwilling or unable to comply with the Provisions; or
- (e) any aspect of this Agreement is or is held to be void, unenforceable, or invalid for whatever reason; or
- (f) the Recipient persistently, regularly, consistently or continually breaches the Provisions.

11.2 Effect of Event of Default

- (a) If an Event of Default occurs, the Department may terminate the Agreement by providing further notice in writing to the Recipient.
- (b) Whilst a Party is in breach of this Agreement, the other Party may suspend the performance of its Obligations.

12. GOODS AND SERVICES TAX (GST)

- (a) For the purposes of clause 12 and Schedule 6:
 - (i) "GST" means the goods and services tax applicable to any taxable supplies as determined by the GST Act;
 - (ii) "GST Act" means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and includes all associated legislation and regulations; and
 - (iii) the terms "supply", "tax invoice", "taxable supply" and "value" have the same meanings as in the GST Act.
- (b) If the supply of anything under this Agreement is a taxable supply under the GST Act, the Funding shall be inclusive of GST.
- (c) The Obligation of the Department to pay the GST on any supply by the Recipient under this Agreement is conditional upon the prior issue by the Recipient to the Department of a tax invoice that complies with the GST Act. This provision applies notwithstanding any law to the contrary.

13. WAIVER

- (a) No right under this Agreement shall be deemed to be waived except by notice in writing signed by both Parties.
- (b) A waiver by either Party will not prejudice that Party's rights in relation to any further breach of this Agreement by the other Party.
- (c) Any failure to enforce this Agreement, or any forbearance, delay or indulgence granted by one Party to the other Party, will not be construed as a waiver of any rights.

14. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the Parties and supersedes all communications, negotiations, arrangements and agreements between the Parties with respect to the subject matter of this Agreement.

15. ASSIGNMENT

- (a) This Agreement is personal to the Recipient and may not be assigned by the Recipient without the Department's consent, which may be withheld at the Department's discretion. The Department may assign its rights and Obligations under this Agreement as it sees fit.
- (b) For the purposes of this clause 15, the Recipient shall be deemed to have assigned this Agreement if any act, matter or thing is done or occurs, the effect of which is, in the opinion of the Department, to transfer, directly or indirectly, the management or control of the Recipient.

16. VARIATION

Any modification, amendment or other variation to this Agreement must be made in writing, duly executed by both Parties.

17. RIGHTS AND REMEDIES

The rights, powers and remedies in this Agreement are in addition to, and not exclusive of, the rights, powers and remedies existing at law or in equity.

18. LOCAL PRODUCTS AND SERVICES

The Recipient agrees to comply with the Western Australian Government's Buy Local Policy when purchasing goods or services for the Project.

19. GOVERNING LAW

This Agreement is governed by the laws of Western Australia. Each Party irrevocably submits to the non-exclusive jurisdiction of the courts of Western Australia.

20. ACCESS TO LAND

If the Project is being undertaken on land (whether freehold or Crown land) that is not owned, leased or managed by the Recipient, the Recipient must obtain and have in place for the duration of the Project an agreement or suitable authority to undertake the Project on that land.

21. SCHEDULES

- (a) Any express or implied provision of any Schedule hereto is hereby deemed to be a provision of this Agreement and therefore must be complied with (by the relevant Party) in accordance with its terms.
- (b) In clause 21(a), "provision" includes term, condition, warranty, stipulation, right, Obligation, representation and the like.
- (c) Without limiting the preceding provisions of this clause 21, the Recipient agrees to comply with the Special Conditions, if any.

SCHEDULE 1 – CONTACT OFFICERS

1 Notice Addresses

1.1 Department

Registered Mail:	PO Box 1143, WEST PERTH WA 6872
Facsimile:	08 6552 1850

1.2 Recipient

Registered Mail:	PO Box 14, MORAWA WA 6623
Facsimile:	08 9971 1284

2. Contact Officers

2.1 Department

Name:	Peter Rampellini
Job Title:	A/Principal Project Officer
Phone:	08 6552 1926
Facsimile:	08 6552 1850
Email:	clgf@drd.wa.gov.au
Postal Address:	PO Box 1143, WEST PERTH WA 6872
Street Address:	Level 2, 140 William Street, PERTH WA 6000
Supervisor:	Linda Leonard, Manager Reporting and Evaluation

2.2 Recipient

Name:	John Roberts
Job Title:	Chief Executive Officer
Phone:	08 9971 1204
Facsimile:	08 9971 1284
Email:	ceo@morawa.wa.gov.au
Postal Address:	PO Box 14, Morawa WA 6623
Street Address:	26 Winfield Street, Morawa WA 6623
Supervisor:	N/A

2.3 Recipient financial contact

Name:	W (Fred) Gledhill
Job Title:	Manager Accounting and Services
Phone:	08 9971 1204
Email:	Accountant@morawa.wa.gov.au

SCHEDULE 2 – FINANCIAL REPORT

The Department will provide relevant templates to assist the Recipient in completing its reporting Obligations under this Schedule as per Clause 3.5 and Schedule 5 of the Agreement.

The information listed below is indicative of the information requested by the Department and may be properly varied from time to time.

1. Total approved Royalties for Regions Budget for the current financial year.
2. Balance brought forward from previous reporting period.
3. Royalties for Regions Funding received from the Department to date.
4. Total committed in the current period from Royalties for Regions funds received.
5. Actual payments to date.
6. Initial estimated cost of the Project.
7. Amount of interest earned.
8. Amount of Leveraged Funding from other sources.
9. Forecast cost to complete the Project.
10. Use of funds: Infrastructure/Services/Administration.

SCHEDULE 3 – PROJECT REPORT

The Department will provide relevant templates to assist the Recipient in completing its reporting Obligations under this Schedule as per Clause 3.5 and Schedule 5 of the Agreement.

The information listed below, is indicative of the information requested by the Department and may be properly varied from time to time.

1. Project outputs/outcomes (Key Performance Indicators).
2. Linkage to Royalties for Regions' outcomes.
3. Project indicators.
4. Milestones/achievements target for the reporting period.
5. Milestones/actual achievements for the reporting period.
6. Explanation of variances between target and actual achievements, including impediments encountered, action taken to overcome these and potential future impediments if any.
7. Funding allocation by project category.
8. What the Funding received has been spent on.

SCHEDULE 4 – ROYALTIES FOR REGIONS PROJECT DETAILS

1. Purpose

The Purpose of the Funding provided to the Shire of Morawa is to contribute to the cost of construction of upgrades at the Morawa Swimming Pool.

The Funding is provided for reasonable direct wages, contracts and capital works designated as Country Local Government Fund projects in the current Forward Capital Works Plan submitted by the Recipient and approved by Council. This Project involves activities and capital works as detailed in Item 4 of this Schedule.

2. Funding Amount

An amount of \$358,578 will be provided for the Purpose noted in Item 1 above.

The payment of the Funding will be subject to assessment of Project expenditure by the Department for consistency with the Guidelines.

3. Manner in which Funding is to be Paid

After this Agreement has been executed by both Parties, the Department will authorise the payment of the full amount of Funding to the Recipient in the manner described in Schedule 4 and Schedule 6.

The transfer of the Funding will be subject to an assessment, with the Department being satisfied with the results of the assessment, of actual Project expenditure and material cash at bank balances of the Funding previously paid and available to the Recipient.

4. Detailed Description of Project

4.1. Project Description

The project is to replace the existing Morawa Swimming Pool filtration system with a system that meets current legislative requirements and the future demand of the facility. To achieve this, a number of construction elements are incorporated into the project, including:

Establishment of a New Filtration Plant and Backwash Tank

Construction of filtration plant including:

- Design of filtration plant
- Construction of system meeting Health Department legislative standards incorporating:
 - Filtration plant
 - Dosing system
 - Automatic pH correction system
 - Dual circulation pumps complete with pre pump strainers and foot valves
 - Automatic chemistry control system
 - Electronic water pump sub board
 - Automatic water top up device

- Associated piping
- construction and installation of backwash tank

Replace Existing Plant Room Building and Associated Site Works

The demolition and construction of a new plant room and associated site works/landscaping including:

- Removal of existing plant building at Morawa Swimming pool
- Removal of existing filtration plant
- Removal of existing fence and barrier over balance tank
- Supply and erect new plant filtration shed
- Associated building licences and insurances

Renovation of Existing Balance Tank

Construction upgrade associated with an existing concrete balance tank including underpinning existing tank, repair cracking/fatigue points, upgrade filtration piping and the internal/external seal of existing tank surfaces.

4.2. Project Outcome

The Morawa Swimming Pool Filtration System and associated works project aims to provide an important regional sporting and community facility that meets current Health Department and occupational health and safety requirements.

The outcomes/outputs and the performance measures of the Project are as follows:

Outcome	Performance Measures
An improved safety environment for staff and customers of the pool.	Staff and customer feedback after pool upgrade is completed.
Completion/installation of new filtration plant and building.	Approval of legal and statutory requirements by Department of Health and Environmental Health Officer.

Output	Performance Measures
New filtration plant	Completion of filtration plant on time and budget and to approved health standards.
New Backwash tank	Completion of backwash tank construction on time, within budget and to relevant standards.

Output	Performance Measures
Replace existing plant room building	Completion of plant room building construction on time, within budget and to relevant standards.
Renovate existing balance tank	Completion of renovation to balance tank on time, within budget and to relevant standards.

4.3. Project Timeframe

The Recipient agrees to commence the Project within six (6) months after execution of the Agreement and to finalise the Project within six (6) months after the Project Completion Date noted in the table below.

Main Activities / Milestone	Milestone Date
Internal Design Process	5 December 2014
Tender Process	28 February 2015
Contract signed	31 March 2015
WA Health Department Approval	30 April 2015
Construction and installation of filtration units, plant room building components and backwash tank	30 September 2015
Electrical	30 September 2015
Renovation of balance tank	30 September 2015
Commissioning Morawa Swimming pool	31 October 2015
Project Completion Date	31 October 2015

4.4. Project Budget

Project Items	CLGF Funds under this Agreement (\$)	Leveraged Funding (\$)	Name of Leveraged Sources	Total Funds (\$)
New filtration plant	275,000	94,000	Recipient	486,000
		117,000	CSRFF	

New Backwash tank	3,000	1,000	Recipient	6,000
		2,000	CSRFF	
Replace existing plant room building	40,000	30,000	Recipient	102,000
		32,000	CSRFF	
Renovate existing balance tank	4,578	5,000	Recipient	29,578
		10,000	CSRFF	
		10,000	CPRP	
Site works and landscaping	0	20,000	Recipient	40,000
		20,000	CSRFF	
Contingency (10%)	36,000	10,000	Recipient	75,000
		29,000	CSRFF	
Project Management	0	10,000	Recipient	29,716
		19,716	CSRFF	
TOTALS	\$358,578	\$409,716		\$768,294

**CSRFF - Community Sporting and Recreation Facilities Fund*

**CPRP -Community Pool Revitalisation Program (CPRP)*

5. Term of the Agreement

The Term of this Agreement commences on the execution date of this Agreement and ends 24 months after the execution date. The previous sentence is subject to those provisions of this Agreement that expressly or impliedly survive the expiration of this Agreement.

6. Special Conditions

6.1.Leveraged Funding

- (a) The Recipient shall secure the additional Leveraged Funding as identified in item 4.4 and apply the Leveraged Funding toward the Project.
- (b) Despite anything expressed or implied to the contrary in this Agreement, before the Recipient is entitled to any payment under this Agreement, it has to prove to the Department that it has secured the Leveraged Funding which is to be applied to the Project. For any shortfall in that Leveraged Funding which the Recipient must secure, the Department may reduce the amount it is to pay the Recipient under this Agreement by the amount of such shortfall.

SCHEDULE 5 – ACCOUNTS, REPORTING AND ACQUITTAL

- (a) The Recipient is to provide to the Department progress reports on a quarterly basis (as at 30 September, 31 December, 31 March and 30 June), or as determined from time to time by the Department, until the completion of the Project, which shall include:
- (i) a financial report (certified by the Chief Financial Officer or Accountable Officer of the Recipient), as detailed in Schedule 2; and
 - (ii) a project report as per Schedule 3, showing how and to what extent the Funding was spent and the extent to which the Milestones and outcomes were achieved.

Note – quarterly reports are to be submitted within one (1) month after the end of each quarter.

- (b) The Recipient is to provide to the Department an annual report on the Project based on a financial year ending 30 June that shall include:
- (i) a financial report (certified by the Chief Financial Officer or Accountable Officer of the Recipient and audited by an Auditor), outlining receipts and payments in respect to the Project as detailed in Schedule 2; and
 - (ii) a project report as per Schedule 3, showing how and to what extent the Funding was spent and the extent to which the Milestones and outcomes were achieved.

Note – the annual report on the Project is to be submitted within three (3) months after the end of the financial year.

- (c) The Recipient is to provide to the Department a report (the Acquittal) at the completion of the Project or the conclusion of this Agreement (whichever occurs first), which shall include:
- (i) a financial report (certified by the Chief Financial Officer or Accountable Officer of the Recipient and audited by an Auditor) certifying that the Funding was used for the Project; such certification to address the issues itemised in Schedule 2; and
 - (ii) a project report as per Schedule 3, showing how and to what extent the Funding was spent and the extent to which the Milestones and outcomes were achieved.

Note – the Acquittal is to be submitted within three (3) months after the completion of the Project.

SCHEDULE 6 – PAYMENT OF THE FUNDING

Funding will be made available as a conditional grant specifically for the delivery of the Project outlined in Schedule 4.

The Recipient will forward an invoice to the Department for the amount of the Funding outlined in Schedule 4. The payment will be processed by the Department and the payment to the Recipient will then be electronic funds transferred to:

Account name:	Shire of Morawa
BSB:	306 024
Account number:	010854-3

The Department through its internal process may raise a recipient-created tax invoice (RCTI) for the Funding amount identified in Schedule 4. The terms of the RCTI are governed by the following:

- (a) The Recipient warrants that it has an Australian Business Number and is registered for GST.
- (b) The Recipient will immediately notify the Department in writing of any change to the Recipient's registration.
- (c) The Department warrants that it is registered for GST.
- (d) The Department will immediately notify the Recipient in writing of any change to the Department's Registration.
- (e) If any supply is made by the Recipient after the date of this Agreement in connection with the Funding, the Department may issue a RCTI in respect of the supply and the Recipient will not issue a tax invoice in respect of that supply.
- (f) The Recipient and the Department may agree that the provisions of the agreement to use recipient-created tax invoices will not apply in respect of a particular supply, in which case the Recipient will issue a tax invoice in respect of that supply.
- (g) The Department or the Recipient may terminate agreement to use RCTIs at any time by giving written notice to the other Party.
- (h) In this Agreement the terms "supply", "registered", "tax invoice", "recipient-created tax invoice" and "GST" have the same meaning as in the GST Act and "GST Act" means the *A New Tax System (Goods and Services Tax) Act 1999*.

EXECUTION OF THIS AGREEMENT

EXECUTED by the Parties as an Agreement.

SIGNED for and on behalf of the **STATE**)
OF WESTERN AUSTRALIA by Linda)
Leonard of the **DEPARTMENT OF**)
REGIONAL DEVELOPMENT in the)
presence of:)

Signature of Department witness

Full name and position of Department witness

Signed for and on behalf of the Shire of Morawa

The Common Seal of the Shire of Morawa was hereto duly affixed in the presence of:

[AFFIX SEAL HERE]

Signature

Cr Karen Chappel

Shire President

Signature

Mr John Roberts

Chief Executive Officer

Confidential Item	
Item No:	7.2.4.4
Date of Meeting:	17th March 2015
Subject:	02/2015 – Supply and Installation of a New Filtration System & General Building Repairs Award of Tender
Date & Author:	12 March 2015, John Elliot (Project Officer)
Applicant/ Proponent:	Shire of Morawa
File Number:	
Previous Minute/s and Reference:	Shire of Morawa Council Meeting Minutes August 2011, July 2012, June 2013, August 2014

SUMMARY

The purpose of this report is for Council to approve Safeway Building and Renovations as the successful tender for provision of services to install a new filtration system and complete general building repairs at the Morawa pool, corner of White Avenue and Croot Street, Morawa.

DECLARATION OF INTEREST

Author of report has no declaration of interest.

ATTACHMENTS

Attachment 1- Final tender report provided by Eastman Poletti Sherwood Architects Pty Ltd

BACKGROUND INFORMATION

Council s officers reported to Council on 17th August 2011 that;

The Morawa Swimming Pool is still using the original infiltration system as established when the pool was first built. The infiltration system does not meet current pool operating / health standards and has reached the end of its useful life.

A proposal has been received from AVP Commercial Pools (copy attached) to undertake works to replace and reinstate the Morawa Swimming Pool infiltration system to meet current and future requirements. Proposed works include:-

- *Replace existing plant room / building*
- *Demolish existing backwash tank and replace with above ground facility*

- *Balance tank preparations, including form, steel, concrete, render and waterproof, restoration of roof structure*
- *Balance tank sandblasting and tank preparations, render / patch as required and waterproof, restoration of roof structure*
- *Establish new filtration plant and backwash tank*

The March 2010 cost of this project has been estimated at \$416,000 plus the cost of a new building, say \$600,000 in total.

A further report on the 6th of July 2012 provided the following;

AVP were requested to inspect the pool in May of 2012 due to concerns that the under-water silicon joins in the pool were lifting and paint work was powdering.

The pool bowl was last painted and had repair work in 2003-2004. A previous assessment of the pools infrastructure has also been carried by AVP commercial pool consultants. The assessment provides that major work on the plant room and filtration unit will be required in the immediate future for the pool to remain functional. The work is programmed to be completed before the commencement of 2013-2014 pool season.

AVP have forwarded an revised quote for the additional maintenance (attached) for the repair work and have commented the work can be postponed until the plant room and filtration work is carried out.

The upgrade (\$590,000.00) has been approved for budgeting in the 2012-2013 year with funding from the Department of Sport and Recreation and from the Royalties for Regions Country Local Government Fund local component. However the additional maintenance work has been estimated at \$100,000.00 and will require budget consideration.

The preferred option would be to combine the two activities and tender the work as one project and have the work scheduled to commence at the closure of the pool in April of 2013.

COUNCIL RESOLUTION from July 2012

Moved: Cr G R North

Seconded: Cr D S Carslake

That:-

- 1. Council endorse the Swimming Pool Managers Report and provide budget consideration for the chemicals, equipment, the additional maintenance and upgrades in the 2012-2013 year's budget.*
- 2. Council combine the two activities and tender the work as one project.*
- 3. The work is scheduled to commence at the closure of the Morawa Swimming Pool in April 2013.*

CARRIED
7/0

Council's budget for the work totalled \$790,000 in the 2012-2013 financial years' budget to cover the cost of the above works, demolition and a new shed for the infiltration unit.

The tender was advertised by Eastman, Poletti and Sherwood on the 13th and 20th of April and closed on 13 May 2013. The only submitted tender received was from Commercial Aquatics Australia for \$1,282,397.00 (GST exclusive) which was \$492,397.00 over Councils allocated budget.

COUNCIL RESOLUTION from the June 2013 meeting

Moved: Cr K P Stokes

Seconded: Cr D J Coaker

It is recommended:-

- 1. Council does not accept the submitted tender received from Commercial Aquatics Australia for \$1,282,397.00 (Gst Exclusive) to supply and install a new filtration system & complete general building repairs at the Morawa pool.*
- 2. Council resolves to readvertise and call for tenders to upgrade to the Morawa Swimming Pool filtration system inclusive of the Filtration Plant Shed.*

CARRIED
7/0

The 2012-2013 Royalties for Regions Country Local Government Fund local component of \$358,000 was withdrawn due to a non-acquittal of a grant causing further delays to re-tender the project.

The funding from the Department of Sport and Recreation of \$229,000 has been granted a deferment until June 2015 and the Royalties for Regions Country Local Government Fund (CLGF) 2012-2013 local component of \$358,000 has since been reinstated.

OFFICER'S COMMENT

The Tender were advertised in state and regional newspapers on the 24th, 28th and 29th of January 2015 and the tender closed on the 23rd February 2015.

The Project Architects (Eastman Poletti Sherwood Pty Ltd) were engaged to assess the tenders for the project.

Two tenders were received, with both being compliant with submission of information in accordance with the tender specifications and submission requirements. Details are provided below:-

TENDERER	PRICE	GST	TOTAL	TENDER CONFORMITY
Safeway Building & Renovations	\$ 709,500.00	\$ 70,950.00	\$ 780,450.00	Yes
Commercial Aquatics Australia	\$ 940,900.00	\$ 94,090.00	\$1,034,990.00	Yes

Assessment of the tenders resulted in Safeway Building and Renovations having the highest ranking and to be the preferred tender not only on cost but also based on time period to complete the project.

Detailed assessment is provided in Attachment 1, the Eastman Poletti Sherwood Pty Ltd Tender Assessment report. The report refers to potential further negotiation could be conducted with Safeway Building and Renovations to potentially decrease costs associated with the project works.

Budget for the project is as detailed below.

	\$229,716 Community Sporting and Recreation Facility Fund (CSRFF)
	\$358,578 Community Local Government Fund 2012/13 (CLGF)
	\$ 10,000 Community Pool Revitalisation Program (CPRP)
	<u>\$170,000 Council contribution</u>
Total	<u>\$768,294</u>

Only one submission from Safeway Building & Renovations came within the budget at a price of 709,500.00 (ex gst). This provides an amount of \$58,794.00 (7.6% of budget allocation) for project management and any contingency costs

To address the small project management and contingency amount a provision would be placed in the contract conforming with the tender providing an option for the Shire of Morawa to cancel two components of agreed works (if required) from the approval contract including:

- Painting the main pool - \$63, 500 (ex gst)
- Painting the toddlers pool - \$9, 500 (ex gst)

This would increase the amount available for contingency and project management to \$131, 794 (17.1% of budget allocation).

The time frame provided by Safeway Building & Renovations to complete the works, as detailed within the Filtration Bid, would be from the 20th April 2015 to the 2nd October 2015.

Eastman Poletti Sherwood Pty Ltd tender report and completion of the tender process has been provided in accordance with the legislative requirements for tendering and as such Shire officers have noted the advice in the provided report and would recommend Council resolve to accept the Safeway Building and Renovations tender price of \$709,500.00 (ex gst) subject to the Shire of Morawa being provided with the contractual option to cancel the swimming and toddlers pool painting by the 1 August 2015 if required.

COMMUNITY CONSULTATION

Nil.

COUNCILLOR CONSULTATION

Shire of Morawa Councillors have been briefed on the project and Council authorised the Chief Executive Officer to call for tenders to upgrade the new filtration system and complete general building repairs at the Council Meeting held in August 2014.

STATUTORY ENVIRONMENT

Local Government Act 1995 and the Local Government (Functions and General) Regulations 1996 require projects over \$100,000 to be tendered and advertised.

The project is required to comply with building requirements under the Building Regulations Act.

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

A successful Department of Sport & Recreation CSRFF application achieved funding towards this project of \$229,716. The local component of the 2012/13 Shire of Morawa Country Local Government Fund (CLGF) Royalties for Regions program 2011/12 financial year CLGF allocations of \$358,578 is being utilised towards the project. Council's budget this year included \$170,000 from general funding and \$10,000 has been allocated from Community Pool Revitalisation Program (CPRP).

The majority of construction work is required to be completed by the end of the financial year under the Department of Sport & Recreation CSRFF \$229,716 funding approval.

Due to the size of this project, a tendering process was required to secure appropriately qualified / experienced contractors to complete this work.

The project would be fully funded under the current funding arrangements.

STRATEGIC IMPLICATIONS

This project is consistent with the Shire of Morawa Sport & Recreation Master Plan.

RISK MANAGEMENT

The condition of the Morawa Swimming Pool infiltration system is poor. There is significant degradation and damage to various sections of the system that require urgent attention.

The upgrade to the Morawa Swimming Pool infiltration system will ensure the longevity of the pool for the future. Over past years, significant work has been carried out to the pool basin and surrounds. Upgrading of the infiltration system is the final major works to be undertaken at the Morawa Swimming Pool.

Council has been advised if the leverage CSRFF funding is not utilised before the end of the 2014/2015 financial year Council will forfeit the funds.

The tender process accords with the Local Government Act 1995 and the Local Government (Functions and General) Regulations 1996 which require projects over \$100,000 to be tendered and advertised.

Past civil Shire of Morawa projects have been able to be completed within the allocated budgets.

Delivery of the project and safety issues will be dealt with through the project manager and Council officers.

VOTING REQUIREMENT:

Absolute majority.

OFFICER'S RECOMMENDATION

1. In accordance with Regulation 18 of the Local Government (Functions and General) Regulations 1996 Council approve Safeway Building and Renovations as the successful tender for provision of services to complete the Morawa Aquatic Facilities Upgrade, Corner of White Avenue and Croot Street, Morawa (Tender No 02-2015).
2. In accordance with Regulation 18 of the Local Government (Functions and General) Regulations 1996 Safeway Building and Renovations total price \$,709,500.00 (GST Exclusive) is approved by Council as the successful tender price for provision of services to complete the Morawa Aquatic Facilities Upgrade in accordance with Tender No 02-2015.

- 3. In accordance with the tender, contractual arrangements will provide the proponent with the option to complete a minor variation to agreed works if required incorporating removal of painting of main and toddlers' swimming pools.**
- 4. Authorisation is provided for the Shire of Morawa Chief Executive Officer to sign the tender (Tender No 01-2015) contract with Safeway Building and Renovations for provision of services to complete the Morawa Aquatic Facilities Upgrade on behalf of the Shire of Morawa Council.**

9 March 2015

Shire of Morawa
PO BOX 14
MORAWA WA 6623
Attention: Mr J Elliot

Dear John

RE: MORAWA AQUATIC CENTRE - TENDER REPORT

We confirm that tenders for this project closed at the Shire of Morawa at 2:30pm on Monday 23 February 2015 and our Tender Report, included below is as follows:

1.0 TENDERS RECEIVED

Tender documents were received from:

TENDERER	PRICE	GST	TOTAL
Safeway Building & Renovations	\$ 709,500.00	\$ 70,950.00	\$ 780,450.00
Commercial Aquatics Australia	\$ 940,900.00	\$ 94,090.00	\$ 1,034,990.00

2.0 TENDER PROCESS

The tender was called by Eastman Poletti Sherwood, on behalf of the Shire of Morawa.

Tender administration enquiries were directed to this office.

No formal site visit was arranged by this office.

No Addenda were issued.

Tenders were received and opened at the Shire of Morawa. There was no representative from Eastman Poletti Sherwood present at the opening.

3.0 TENDER CONFORMITY

Of the two Tenders received both are based in Perth. Neither of the Tenderers qualifies for the Shires Regional Preference Policy.

The tender received from Commercial Aquatics Australia, contained a number of clarifications exclusions and two alternate Options.

The tender received from Safeway Building & Renovations, included incorrect contract information, copied over from the Old Council Office project that they had recently tendered on.

Notwithstanding the above, both Tenders were compliant.

4.0 TENDER ASSESSMENT

The clarifications, exclusions and options contained in the Tender from Commercial Aquatics' Tender have been ignored for the purposes of assessment.

If Commercial Aquatic were to be the preferred Tenderer we would request that they remove these clarifications.

The exclusions are irrelevant as they confirm that certain items, which were never specified in the first place, have not been priced.

The options should only be considered once an award has been made and the Tenders adjudicated on a like to like basis.

The incorrect information submitted by Safeway Building & Renovations, has no bearing on the price submitted. The information is not requested as part of the primary submission. In other words surplus information that happened to be incorrect was submitted. As it was never required, we have set it aside.

Examination of the Tender Trade Summary indicates that there are significant differences in the detailed prices submitted by the two Tenderers.

Whilst this appears confusing it has to be assessed on the basis of how the contractors have packaged there offers.

Overall we would suggest that the price received from Safeway Building & Renovation better reflects the current competitive market conditions. It can probably be assumed that they have "loaded" the filtration price to cover their options if the Shire undertakes the building related items.

Commercial Aquatics would appear to have adopted the opposite position. Their core business is the installation of pool filtration equipment and they have made their filtration price as attractive as possible and are encouraging the Shire to carry out the associated building work themselves.

Both Commercial Aquatic Australia and Safeway Building & Renovations are reputable companies, with both having the resources and expertise to undertake this work. On that basis the Tenders can only be adjudicated on the total price submitted by each Tenderer and Safeway's price offers the better value.

5.0 RECOMMENDATIONS

Based on the documentation submitted and the value of the price submitted we would recommend Safeway Building & Renovations as the preferred Tenderer.

If the Shire is required to make savings to meet available funds we would recommend that a no obligation negotiation be undertaken with Safeway Building and Renovations and either items that could be deferred until a later date be deleted, or savings negotiated and agreed

We believe that on the basis of having recently being awarded the tender for the re-roofing of the Old Council Building, there is sufficient motivation for Safeway to enter into mutually acceptable negotiations.

We shall be happy to provide any additional information you may require or discuss this project further.

Yours faithfully



.....
EASTMAN POLETTI SHERWOOD PTY LTD

<i>Date of Meeting:</i>	17 March 2015
<i>Item No:</i>	7.2.5.1
<i>Subject:</i>	LGA Sale – Statutory Declaration & Amended Transfer of Land for 1 Solomon Terrace, Morawa
<i>Date & Author:</i>	24 February 2015, Shelley Smith – Executive Manager
<i>Responsible Officer:</i>	Chief Executive Officer
<i>Applicant/Proponent:</i>	Chief Executive Officer John Roberts
<i>File Number:</i>	Various
<i>Previous minute/s & Reference:</i>	

SUMMARY

The purpose of this report is for Council to execute the amended Transfer of Land and Statutory Declaration for 1 Solomon Terrace, Morawa.

DECLARATION OF INTEREST

The author has no interest to declare in this report.

ATTACHMENTS

1. Letter CS Legal
2. 2nd Transfer of Land
3. Original Transfer of Land
4. Statutory Declaration
5. Copy of 17th Feb 2015 Council Meeting Minutes
6. Town Map Location of 1 Solomon Terrace, Morawa

BACKGROUND INFORMATION

On the 16th September 2013 under section 6.64 of the Local Government Act 1995 for non-payment of rates and service charges for a period of at least 3 years, 1 Solomon Terrace Morawa was offered for sale by public auction.

The auction produced no bidders and the property was passed in.

Notice pursuant to Schedule 6.3 of the Local Government Act 1995 it was then placed on the market for sale.

The property was listed with real estate agent Ray White Dongara for a period of 12 months during which time no offers were received it was then to be transferred back to the Shire of Morawa by council execution of Transfer of Land and Withdrawal of caveat.

At the 17th February 2015 council meeting, a motion was granted to execute the Transfer of Land and Withdrawal of Caveat to complete the process as per the attached minutes.

The executed documents were returned to CS Legal who advised that upon further investigation it was recommended that an amended Transfer of Land and Statutory Declaration be executed.

The amended Transfer of Land now includes in the consideration “the local government act for non-payment of rates for a period of at least three years” and the new Statutory Declaration provides details of the actions taken and the timeline.

OFFICER’S COMMENT

Nil

COMMUNITY CONSULTATION

Nil

COUNCILLOR CONSULTATION

Nil

STATUTORY ENVIRONMENT

Nil

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Nil

RISK MANAGEMENT

Nil

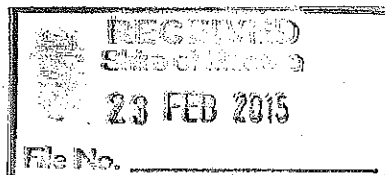
VOTING REQUIREMENT:

Absolute Majority

OFFICER'S RECOMMENDATION

That Council executes the Statutory Declaration in support of the amended Transfer of Land for 1 Solomon Tce, Morawa. It is recommended that the property be noted on the Asset Register for the Shire of Morawa and further discussions tabled by council for the properties future use.

Your Ref:
Our Ref: NJ:JO:12805
Partner: Narinder Jessy
Contact: Jason O'Meara
Email: jomeara@cslegal.com.au



19 February 2015

Shire of Morawa
PO Box 14
MORAWA WA 6623

Attention: John Roberts

BY POST

Dear John,

Local Government Act Sale – 1 Solomon Terrace, Morawa ("Property")

We refer to the above Property.

Please find **enclosed** a Transfer of Land incorporating a Statutory Declaration ("**Transfer**") and an additional Statutory Declaration for the transfer of the Property to the Shire of Morawa ("**Shire**"), for execution.

The common seal of the Shire must be affixed in both the Transferor and Transferee panel of the Transfer witnessed by the President and yourself on each occasion.

Please also execute the Statutory Declaration at the top left of the rear page of the Transfer and ensure that your signature is witnessed by an authorised person.

We **enclose** a list of authorised people to witness the execution of the Transfer and the Statutory Declaration.

Once the documents have been executed, please forward the originals to our office, at your earliest convenience.

If you have any queries, please contact our Jason O'Meara on (08) 9476 4407.

Yours faithfully,

CS LEGAL

Bunbury

10A Ommanney St, Bunbury WA 6230
PO Box 1599, Bunbury WA 6231

T: (08) 9721 2022
F: (08) 9792 5059

Fremantle

Suite 29 (1st Flr) 35 William St,
Fremantle Malls, Fremantle WA 6160
PO Box 1234, Fremantle WA 6959

T: (08) 9335 6686
F: (08) 9336 6827

Joondalup

7/80 Grand Blvd, Joondalup WA 6027
PO Box 741, Joondalup DC WA 6919

T: (08) 9301 4422
F: (08) 9301 1000

Perth

1/234 Pier St, Perth WA 6000
PO Box 8259, Perth BC WA 6849

T: (08) 9476 4499
F: (08) 9325 4174

Authorised Witnesses	
Academic (post-secondary institution)	Local government CEO or deputy CEO
Accountant	Local government councillor
Architect	Loss adjuster
Australian Consular Officer	Marriage celebrant
Australian Diplomatic Officer	Member of Parliament
Bailiff	Minister of religion
Bank manager	Nurse
Chartered secretary	Optometrist
Chemist	Patent attorney
Chiropractor	Physiotherapist
Company auditor or liquidator	Podiatrist
Court officer	Police officer
Defence force officer	Post office manager
Dentist	Psychologist
Doctor	Public notary
Electorate officer of a member of State Parliament	Public servant (Commonwealth and State)
Engineer	Real estate agent
Industrial organisation secretary	Settlement agent
Insurance broker	Sheriff or Deputy Sheriff
Justices of the Peace	Surveyor
Landgate officer	Teacher
Lawyer	Tribunal officer
	Veterinary surgeon



Note

For the full formal description of authorised witnesses for statutory declarations refer to Schedule 2 of the Oaths, Affidavits and Statutory Declarations Act 2005.

TRANSFER OF LAND**(Sale for Rates)**

DESCRIPTION OF LAND (Note 1)

	EXTENT	VOLUME	FOLIO
LOT 82 ON DEPOSITED PLAN 202041	WHOLE	1486	113

TRANSFEROR (Note 2)

SHIRE OF MORAWA

CONSIDERATION (Note 3)

TRANSFER OF LAND PURSUANT TO SECTION 6.71(1)(b) OF THE LOCAL GOVERNMENT ACT 1995 (WA) FOR
NON-PAYMENT OF RATES FOR A PERIOD OF AT LEAST THREE (3) YEARS

TRANSFEREE (Note 4)

SHIRE OF MORAWA

REGISTERED PROPRIETOR (Note 5)

IMPLEMENT AND TRACTOR SERVICE (1966) PTY LTD OF 21 SOLOMON TERRACE MORAWA

THE TRANSFEROR in exercise of the Power of Sale conferred by *the Local Government Act* for the consideration expressed above HEREBY TRANSFERS TO THE TRANSFeree an estate in Fee Simple in the said Land free from encumbrances except those to which the Estate of the Transferee may be subject by virtue of the said *Local Government Act*. (Instruction 2 & 3)

ATTESTATION SHEET

Dated this

day of

Year 2015

TRANSFEROR/S SIGN HERE (Note 7)

Common Seal of the **SHIRE OF MORAWA**)
 was hereunto affixed in accordance with)
 section 9.49A of the *Local Government Act 1995*)
 (WA) in the presence of:)

 Shire President

 Chief Executive Officer

 Name (please print)

 Name (please print)

REQUEST FOR ISSUE / NON-ISSUE (Instruction 4)

BY SIGNING THIS PANEL, I / WE THE TRANSFEREE REQUEST THE ISSUE / NON - ISSUE (DELETE AS REQUIRED) OF A
 DUPLICATE CERTIFICATE(S) OF TITLE FOR THE LAND ABOVE DESCRIBED.

Signed

Signed

TRANSFEREE/S SIGN HERE (Note 7)

THE LODGING PARTY OF THIS DOCUMENT IS AUTHORISED BY THE ABOVE NAMED TRANSFEREE TO INSTRUCT ISSUING
 DETAILS FOR THE DUPLICATE CERTIFICATE(S) OF TITLE.

Common Seal of the **SHIRE OF MORAWA**)
 was hereunto affixed in accordance with)
 section 9.49A of the *Local Government Act 1995*)
 (WA) in the presence of:)

 Shire President

 Chief Executive Officer

 Name (please print)

 Name (please print)

WESTERN AUSTRALIA
STATUTORY DECLARATION

6570

I _____
of _____

do solemnly and sincerely declare:

That I am an Authorised Employee of _____
That on the sale of the within land the provisions of Sub-Division 6 of
Division 6 of Part 6 of the *Local Government Act 1995* were complied
with.

This declaration is true and I know that it is an offence to make a
declaration knowing that it is false in a material particular.
This declaration is made under the *Oaths, Affidavits and Statutory
Declarations Act 2005* at (place)

On _____ day of _____ 20 _____ by -

Signature of person making the declaration (sign above)
In the presence of-

Signature of authorised witness (sign above & show qualification below)

INSTRUCTIONS

1. The above Statutory Declaration must be completed.
2. Page 2 of this document may be used if insufficient space in any section hereon; Appropriate headings should be shown. The boxed sections should only contain the words "see page...."
3. If further space is required Additional Sheet Form B1 should be used with appropriate headings. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
4. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.
5. The Memorial of Advertisement will cease to bind the land twelve months after its delivery to the Registrar of Titles. The Transfer should be lodged for registration before that period expires.
6. *If a Duplicate Certificate of Title is not required to be re-issued, or if a Duplicate Certificate of Title has not been issued previously but is required to issue subsequent to this document, the written request of the Transferee is required by signing this panel.*

NOTES

1. **DESCRIPTION OF LAND**
Lot and Diagram/Plan/Strata/Survey-Strata Plan number or Location name and number to be stated.
Extent - Whole, part or balance of the land comprised in the Certificate of Title to be stated.
The Volume and Folio or Crown Lease number, to be stated.
2. **TRANSFEROR**
State full name of Transferor (Local Government).
3. **CONSIDERATION**
If a sum of money only, to be expressed in figures and in every other case to be concisely stated in words.
4. **TRANSFeree**
State full name of the Transferee/Transferees (Purchaser) and the address/addresses to which future notices can be sent. If a minor, state date of birth.
If two or more state tenancy eg;
Joint Tenants, (on the death of a joint tenant, the survivor(s) become(s) the registered proprietor(s) of the deceased's interest by applying to the Registrar of Titles).
Tenants in Common, (on the death of a tenant in common, their share is dealt with according to their will).
If Tenants in Common specify shares.
5. **REGISTERED PROPRIETOR**
State full name of the Registered Proprietor.
6. **TRANSFEROR'S EXECUTION**
Local Government to complete.
7. **TRANSFeree'S EXECUTION**
Transferees must sign this panel. A separate attestation is required for every Transferee signing this document. Each signature should be separately witnessed by an Adult Person. The full name, address and occupation of the witness must be stated. Execution by a corporation or body corporate must be in accordance with the Corporation Act

EXAMINED

OFFICE USE ONLY

TRANSFER
(Sale for Rates)

LODGED BY

ADDRESS

PHONE No.

FAX No.

REFERENCE No.

ISSUING BOX No.

PREPARED BY

ADDRESS

PHONE No.

FAX No.

REFERENCE No.

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER
THAN LODGING PARTY

TITLES, LEASES, DECLARATIONS ETC LODGED HERewith

1. _____	Received Items
2. _____	Nos.
3. _____	
4. _____	
5. _____	
6. _____	Receiving Clerk

Registered pursuant to the provisions of the *TRANSFER OF LAND ACT 1893* as amended on the day and time shown above and particulars entered in the Register.

TRANSFER OF LAND

(Sale for Rates)

DESCRIPTION OF LAND (Note 1)

LOT 82 ON DEPOSITED PLAN 202041

EXTENT

WHOLE

VOLUME

1486

FOLIO

113

TRANSFEROR (Note 2)

SHIRE OF MORAWA

CONSIDERATION (Note 3)

TRANSFER OF LAND TO THE LOCAL GOVERNMENT UNDER 6.71 OF THE LOCAL GOVERNMENT ACT 1995 (WA)

TRANSFeree (Note 4)

SHIRE OF MORAWA

REGISTERED PROPRIETOR (Note 5)

IMPLEMENT AND TRACTOR SERVICE (1996) PTY LTD OF 21 SOLOMON TERRACE, MORAWA

THE TRANSFEROR in exercise of the Power of Sale conferred by the *Local Government Act* for the consideration expressed above HEREBY TRANSFERS TO THE TRANSFEREE an estate in Fee Simple in the said Land free from encumbrances except those to which the Estate of the Transferee may be subject by virtue of the said *Local Government Act*. (Instruction 2 & 3)

ATTESTATION SHEET

Dated this

day of

Year

TRANSFEROR/S SIGN HERE (Note 7)

Common Seal of the **SHIRE OF MORAWA**
 was hereunto affixed in accordance with
 section 9.49A of the *Local Government Act*
 1995 (WA) the in the presence of:

SIGN
HERESIGN
HERE_____
President_____
Chief Executive Officer_____
Name (Please Print)_____
Name (Please Print)

REQUEST FOR ISSUE / NON-ISSUE (Instruction 4)

BY SIGNING THIS PANEL, I / WE THE TRANSFEREE REQUEST THE ISSUE / NON - ISSUE (DELETE AS REQUIRED) OF A
 DUPLICATE CERTIFICATE(S) OF TITLE FOR THE LAND ABOVE DESCRIBED.

Signed

Signed

TRANSFEE/S SIGN HERE (Note 7)

THE LODGING PARTY OF THIS DOCUMENT IS AUTHORISED BY THE ABOVE NAMED TRANSFEREE TO INSTRUCT ISSUING
 DETAILS FOR THE DUPLICATE CERTIFICATE(S) OF TITLE.

Common Seal of the **SHIRE OF MORAWA**
 was hereunto affixed in accordance with
 section 9.49A of the *Local Government Act*
 1995 (WA) the in the presence of:

SIGN
HERESIGN
HERE_____
President_____
Chief Executive Officer_____
Name (Please Print)_____
Name (Please Print)

WESTERN AUSTRALIA
STATUTORY DECLARATION

I _____
of _____

do solemnly and sincerely declare:

That I am an Authorised Employee of _____
That on the sale of the within land the provisions of Sub-Division 6 of
Division 6 of Part 6 of the *Local Government Act 1995* were complied
with.

This declaration is true and I know that it is an offence to make a
declaration knowing that it is false in a material particular.
This declaration is made under the *Oaths, Affidavits and Statutory
Declarations Act 2005* at (place)

On _____ day of _____ 20____ by -

Signature of person making the declaration (sign above)
In the presence of-

Signature of authorised witness (sign above & show qualification below)

INSTRUCTIONS

1. The above Statutory Declaration must be completed.
2. Page 2 of this document may be used if insufficient space in any section hereon; Appropriate headings should be shown. The boxed sections should only contain the words "see page...."
3. If further space is required Additional Sheet Form B1 should be used with appropriate headings. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
4. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.
5. The Memorial of Advertisement will cease to bind the land twelve months after its delivery to the Registrar of Titles. The Transfer should be lodged for registration before that period expires.
6. *If a Duplicate Certificate of Title is not required to be re-issued, or if a Duplicate Certificate of Title has not been issued previously but is required to issue subsequent to this document, the written request of the Transferee is required by signing this panel.*

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1. **DESCRIPTION OF LAND**
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Extent - Whole, part or balance of the land comprised in the Certificate of Title to be stated.
The Volume and Folio or Crown Lease number, to be stated.
2. **TRANSFEROR**
State full name of Transferor (Local Government).
3. **CONSIDERATION**
If a sum of money only, to be expressed in figures and in every other case to be concisely stated in words.
4. **TRANSFeree**
State full name of the Transferee/Transferees (Purchaser) and the address/addresses to which future notices can be sent. If a minor, state date of birth.
If two or more state tenancy eg;
Joint Tenants, (on the death of a joint tenant, the survivor(s) become(s) the registered proprietor(s) of the deceased's interest by applying to the Registrar of Titles).
Tenants in Common, for the death of a tenant in common, their share is dealt with according to their will.
If Tenants in Common specify shares.
5. **REGISTERED PROPRIETOR**
State full name of the Registered Proprietor.
6. **TRANSFEROR'S EXECUTION**
Local Government to complete.
7. **TRANSFeree'S EXECUTION**
Transferees must sign this panel. A separate attestation is required for every Transferee signing this document. Each signature should be separately witnessed by an Adult Person. The full name, address and occupation of the witness must be stated. Execution by a corporation or body corporate must be in accordance with the Corporation Act

EXAMINED

OFFICE USE ONLY

TRANSFER
(Sale for Rates)

LODGED BY CS LEGAL

ADDRESS UNIT 1, 234 PIER STREET
PERTH WA 6000

PHONE No. (08) 9476 4499

FAX No. (08) 9325 4174

REFERENCE No. NJ:TK:12805

ISSUING BOX No. 205E

PREPARED BY CS LEGAL

ADDRESS UNIT 1, 234 PIER STREET
PERTH WA 6000

PHONE No. (08) 9476 4499 FAX No. (08) 9325 4174

REFERENCE No. NJ:TK:12805

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER
THAN LODGING PARTY

TITLES, LEASES, DECLARATIONS ETC LODGED HERewith

1. _____	Received Items
2. _____	Nos.
3. _____	
4. _____	
5. _____	Receiving Clerk
6. _____	

Registered pursuant to the provisions of the *TRANSFER OF LAND ACT 1893* as amended on the day and time shown above and particulars entered in the Register.

STATUTORY DECLARATION

I, **John Roberts** of Lot 66 Winfield Street, Morawa WA 6623, Chief Executive Officer

Sincerely declare as follows -

1. I am the Chief Executive Officer of the Shire of Morawa and in accordance with section 9.49 of the *Local Government Act 1995 (WA)* as amended I have the power to make this statutory declaration on behalf of the Shire of Morawa.
2. I make this statutory declaration in support of the Transfer of Land (Sale for Rates) to register the Shire of Morawa as the registered proprietor of the Land pursuant to section 6.71(1)(b) of the *Local Government Act 1995 (WA)* for non-payment of rates for a period of at least three (3) years.
3. Implement and Tractor Service (1966) Pty Ltd (ACN 008 771 677) ("**Registered Proprietor**") is the registered proprietor of Lot 82 on Deposited Plan 202041, being the whole of the land described in Certificate of Title Volume 1486 Folio 113 ("**Title**"), more commonly known as 1 Solomon Terrace, Morawa ("**Land**").
4. As at 22 December 2012, the rates and service charges that were due and owing on the Land for a period of three (3) years were in the sum of \$3,340.34.
5. On or about 17 January 2013, the Shire of Morawa took possession of the Land pursuant to section 6.64 of the *Local Government Act 1995 (WA)*.
6. On or about 25 January 2013, the Shire of Morawa caused for notice to be given requiring payment of all outstanding rates and service charges pursuant to Schedule 6.3 clause 1 of the *Local Government Act 1995 (WA)*.
7. On or about 18 September 2013, the Shire of Morawa gave Statewide public notice in the West Australian newspaper of the sale of the Land pursuant to Schedule 6.3 clause 2 of the *Local Government Act 1995 (WA)*.
8. On or about 20 September 2013, a Memorial of Advertisement was registered on the Title bearing the number M408771.
9. The Land was offered for sale by public auction on 16 October 2013 but was not sold.
10. The Land was offered for sale by private treaty from 17 October 2013, but no contracts for the sale of land have been entered into.
11. A period of twelve (12) months has expired since the land was offered for sale.
12. The Shire of Morawa has decided to transfer the Land to the Shire of Morawa in full and final satisfaction of the outstanding rates and service charges on the Land.
13. I verily believe that the Shire of Morawa has complied with the provisions of Sub-Division 6 of Division 6 of Part 6 of the *Local Government Act 1995 (WA)*.

This declaration is true and I know that it is an offence to make a declaration knowing that it is false in a material particular.

This declaration is made in accordance with section 12 of the *Oaths, Affidavits and Statutory Declarations Act 2005 (WA)* at Perth on the _____ day of _____ 2015 by John Roberts -

Signature of person making the declaration (sign in the space above)

In the presence of -

Signature of Authorised Witness (sign in the space above)

Name of Authorised Witness:

Address of Authorised Witness:

Occupation:

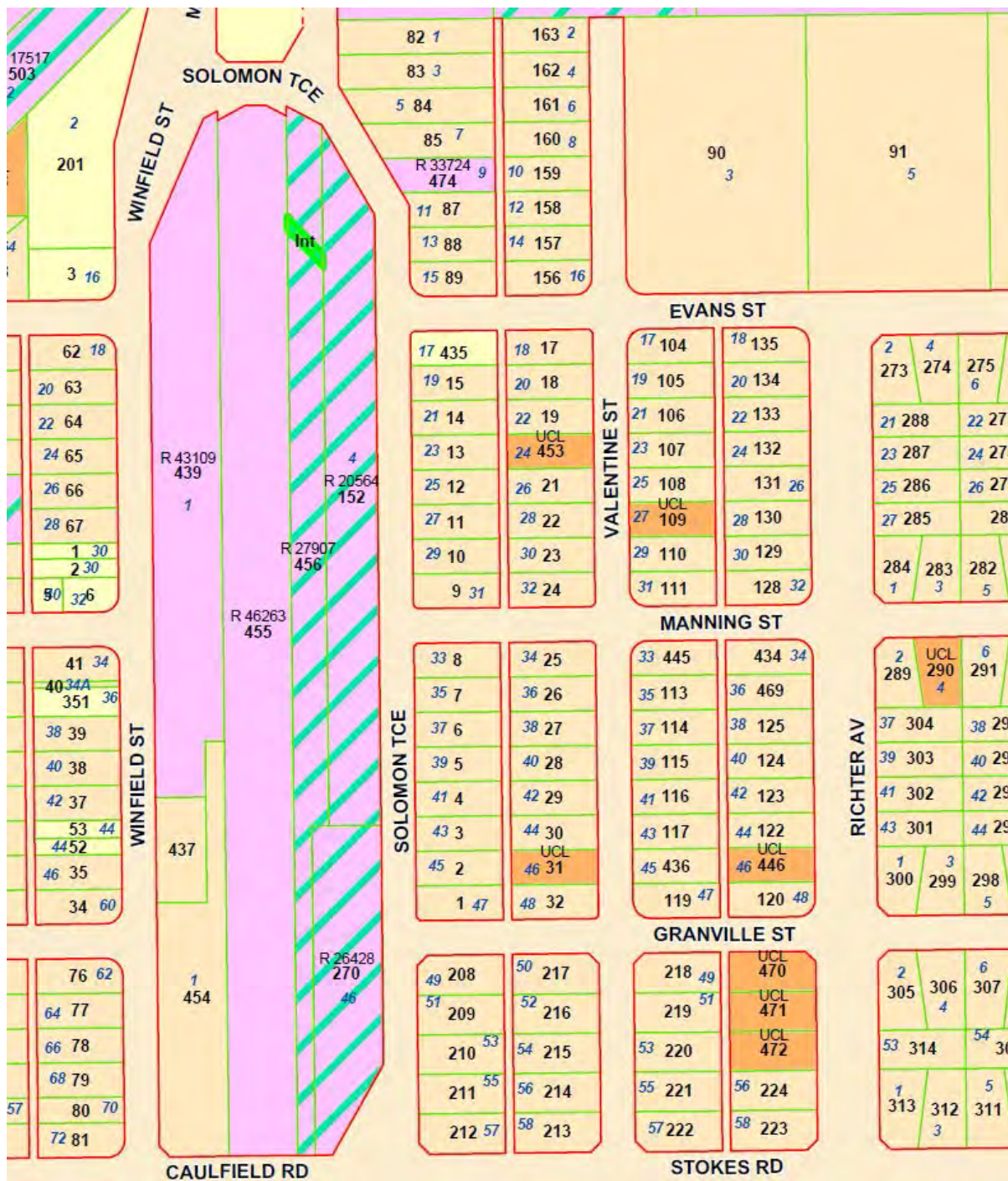
Telephone Number:

INSTRUCTIONS

1. If insufficient space hereon Form B2 should be used.

NOTES

1. A Person making a declaration should ensure it is sworn under the relevant Act applying to the State or Country. The Oaths, Affidavits and Statutory Declarations Act 2005 applies only to a declaration declared in the in the State of Western Australia.
2. If more than one declarant, each signature must have a separate attestation.
3. No person under eighteen years of age may be a witness.
4. A complete list of authorised witnesses for statutory declarations is contained in Schedule 2 of the Oaths, Affidavits and Statutory Declarations Act 2005.



<i>Date of Meeting:</i>	17 March 2015
<i>Item No:</i>	7.2.5.2
<i>Subject:</i>	Child Day Care Centre
<i>Date & Author:</i>	26 February 2015, Shelley Smith – Executive Manager
<i>Responsible Officer:</i>	Chief Executive Officer
<i>Applicant/Proponent:</i>	Chief Executive Officer John Roberts
<i>File Number:</i>	Various
<i>Previous minute/s & Reference:</i>	

SUMMARY

The purpose of this report is to update Council as to the status of the Morawa Child Day Care Centre.

DECLARATION OF INTEREST

The author has no interest to declare in this report.

ATTACHMENTS

1. Deed of Commercial Lease.
2. Service Agreement.
3. Copy of 17th February 2015 Council Meeting Minutes.

BACKGROUND INFORMATION

The Morawa Day Care Centre has not been operational since December 2014 after the previous educator left.

Attempts to find a replacement approved provider to take over the running of the centre proved difficult. Although there was interest by Ready Set Grow they could not commit until further investigation was undertaken by them as to the financial viability of the venture.

Due to time constraints and the urgency of providing a service to the community it was put to council to re visit appointing Kylie Whitehurst to run the Morawa Child Day Care Centre under Bright Stars, as Approved Provider, for a period expiring 31st December 2015, with a legal agreement to be drafted by the CEO setting out the provisions of the operational contract.

Motion was granted as per 17th February 2014 minutes attached.

OFFICER'S COMMENT

Extensive work was completed on the Day Care Centre building and outside gardens and play area. The play equipment was removed as a result of safety issues and risk to children and the playgrounds made safe.

A full inventory with photos was undertaken on completion of the final clean.

The CEO met with Kylie Whitehurst and discussed the possibility of entering into a contract with the Shire: fortunately she was still interested. Kylie and Bright Stars have provided all required information as to accreditation and indemnity insurance.

A commercial lease has been drafted by the Acting CEO for review by council.

The keys were given to Kylie on Tuesday 24th Feb 2015 so that she could set up and prepare for a registration and orientation day scheduled for Thursday 26th 2015.

Kylie commenced day care operations on Tuesday 3rd March 2015 under the name of Jolly Jumpers Family Day Care. She advised that she had a full complement of 7 children for Tuesdays however there are still some vacancies remaining for other days. After a good response to the orientation day she is confident the centre will be fully booked within a short period of time.

On Tuesday 3rd March 2014, the Executive Manager received a phone call from Fritz Grader from Ready Set Grow requesting to come and visit the facility that day. Acting CEO advised him that council had appointed Kylie in the interim for a probationary period but would still like to arrange a time for him to come and view the premises at a later date. Fritz agreed and a tentative time was discussed for the 1st week in April when CEO returns from leave.

COMMUNITY CONSULTATION

As identified previously there is great interest and demand for this service as was evident at the recent registration opening day. Kylie is fully committed to providing a valuable service to the community.

COUNCILLOR CONSULTATION

This matter was discussed at the previous council meeting and as agreed, the relationship between the Shire and Kylie would be reviewed at the end of the year.

STATUTORY ENVIRONMENT

None

POLICY IMPLICATIONS

None

FINANCIAL IMPLICATIONS

The Shire has spent on cleaning and refurbishing the building and currently pays the electricity, water and rates.

STRATEGIC IMPLICATIONS

This has provided an opportunity for a local person to fulfil an important need within the community and has created prospect for this type of business to develop further.

RISK MANAGEMENT

As Jolly Jumpers Family Day Care is fully accredited under Bright Stars (City Of Geraldton) who will complete regular audits and accreditation compliance checks, the Shire is only a lessor and Jolly Jumpers a lessee so it would only be responsible for the general maintenance only. The perceived risk would be the nominal rent payment and the lease term which will terminate December 2015 and be subject to future council consideration.

VOTING REQUIREMENT

NA

OFFICER'S RECOMMENDATION

That council agree to receive the report.

"Attachment A"

DATED 3rd March 2015

THE SHIRE OF MORAWA

("The Lessor")

- and -

**Ms Kylie Whitehurst
trading as
Jolly Jumpers Day Care Centre**

("The Lessee")

DEED OF COMMERCIAL LEASE

In this lease, unless the contrary intention appears:

"Monthly Rent" means the rent specified in Item 6(a) of the Schedule payable at the times and in the manner stated in this lease.

"Arbitration Act" means the Commercial Arbitration Act 1985 of the State.

"Building" means the building or buildings now, or at any time after the date of execution of this lease, erected on the Land of which the Premises forms part and which operates as a commercial building and includes all structures, buildings and other improvements now, or at any time after the date of execution of this lease, on, or forming part of, that building and all plant, machinery, fittings and equipment in that building.

"Business Day" means a day on which banks are open for general banking business in Perth, not being a Saturday, Sunday or public holiday in Perth.

"Commencement Date" means the date of commencement of this lease specified in Item 3(a) of the Schedule.

"Common Area" means all those parts of the Land and Building not demised to any lessee and set aside by the Lessor for use by the Lessee and the Lessee's respective customers, employees, invitees and licensees and other occupants of the Building, and not leased to any person including all walkways, stairways, pavements, entrances, passages, parking areas, driveways, landscaped and paved areas, toilets and washrooms thereon or therein.

"Corporation" means any body corporate.

"CPI" means the consumer price index compiled by the Australian Bureau of Statistics for Perth (Capital City) (all groups index numbers) or any substitute for that index accepted by the Government of the Commonwealth of Australia from time to time provided that if the index number base adopted by the Australian Statistician for the index number at any time is updated the index number is to be appropriately adjusted as from the same time. If at any time either or both the Consumer Price Index and the index number is discontinued or suspended or, in the reasonable opinion of the Lessor, substantially is altered there is to be substituted for the Consumer Price Index and the index number the alternative method of computing changes in the cost of living which is mutually agreed in writing between the Lessor and the Lessee during the period of 14 days after written notice given by the Lessor to the Lessee or, failing that agreement, which in the opinion of an expert appointed by the President for the time being of the Institute of Chartered Accountants (Western Australia Division) at the request of the Lessor or the Lessee or both of them most closely reflects changes in the cost of living for the Metropolitan Region (the costs of that expert being borne by the Lessor and the Lessee in equal shares).

time to time on unsecured borrowing by the Commonwealth Trading Bank of Australia on amounts not exceeding \$100,000.

“Rental Period” means the period between the Commencement Date and the first Review Date, the period between each subsequent Review Date, the period between the Termination Date and the Review Date immediately preceding the Termination Date and, if the Term is extended or renewed, the period between the date of expiration of the extended or renewed term and the Review Date immediately preceding the date of expiration of the extended or renewed term.

“Retail Shops Act” means the Commercial Tenancy (Retail Shops) Agreements Act 1985 of the State.

“Review Date” means any of the dates specified in Item 6(b) of the Schedule upon which the Annual Rent is to be reviewed.

“Schedule” means the schedule to this lease.

“The State” means the State of Western Australia.

“Strata Titles Act” means the Strata Titles Act 1985 of the State.

“Term” means the term of this lease commencing on the Commencement Date and expiring on the Termination Date and, when the context requires, includes any shorter term (in the event of the early determination of the Term), any extension or renewal of that term, any Option Term and any holding over of the Term, of any Option Term, or of any extension or renewal of those terms.

“Termination Date” means the date on which the Term would expire by effluxion of time being the date referred to in Item 3(b) of the Schedule and, when the context requires, includes the date of expiry of the Option Term.

“This Lease” means this lease (including the Schedule) as from time to time amended, varied, supplemented, replaced, extended, renewed or assigned as permitted by this lease, and includes every deed varying this lease.

“Total Lettable Area” means the total floor area of all those parts of the Building leased or licensed by the Lessor and designed to be leased or licensed to lessees at a commercial rental and not including any part of the Building now or at any time after the date of execution of this lease leased or licensed or intended by the Lessor or designed to be leased or licensed at a nominal rental and lettable area has a corresponding meaning.

1.2 Interpretation

In this lease, unless the contrary intention appears:

- (n) in the interpretation of this lease, no rules of construction apply to the disadvantage of a party because that party was responsible for the drafting of this lease or of a part of this lease.
- (o) a reference in this lease to a sub-clause, paragraph or sub-paragraph is a reference to a sub-clause, paragraph or sub-paragraph of the clause or definition in which the reference appears; and
- (p) where the words including or includes are used, they are taken to be followed by the words but not limited to.

1.3 Moratorium not to apply

Unless application is mandatory by law, any statute, proclamation, order, regulation or moratorium, present or future, State or Federal, does not apply to this lease so as to abrogate, extinguish, impair, diminish, fetter, delay or otherwise affect prejudicially any rights, powers, privileges, remedies or discretions given or accruing to the Lessor.

1.4 Severance

If any part of this lease is or becomes void, voidable or unenforceable, this lease is to be read and construed as if that part had been severed from this lease so that all parts not void, voidable or unenforceable remain in full force and effect and unaffected by that severance.

1.5 Whole agreement

The covenants and provisions contained in this lease expressly or by statutory implication cover and comprise the whole of the agreement between the parties and no further or other covenants or provisions whether in respect of the Premises or otherwise are to be regarded as being implied in this lease or to arise between the parties by way of collateral or other agreement by reason of any promise, representation, warranty or undertaking, given or made by any party to another on or prior to the execution of this lease and the existence of any implication or collateral or other agreement is negated by this lease.

1.6 No partnership or agency

Nothing contained in this lease is to be regarded as creating, or is to be construed by the parties nor by any third party as creating, the relationship of partnership, of principal and agent or of joint venture between the parties and neither the method of computation of Rent nor any other provision in this lease nor any act of the parties are to be regarded as creating any relationship

3 Term, Option Term and Rental Provisions

3.1 Term

This lease commences on the Commencement Date and expires on the Termination Date.

3.2 Option Term

This lease is for a fixed term and no expectation or promise shall be construed by this agreement to give rise to a promise to extend or offer a renewal of the lease by the Lessor to the Lessee.

3.3 Lessor's entitlement to refuse to grant Option Term

If the Lessee gives the Lessee's Notice to the Lessor requesting the option of renewal of the Term, the Lessor is at its sole discretion entitled to refuse to grant a lease for the renewed term the subject of the Lessee's Notice.

3.4 Place for payment of Annual Rent

All payments of Rent and other moneys to be made under this lease are to be made at the place specified in Item 5 of the Schedule without any prior demand therefore and without any abatement, deduction or set-off whatsoever otherwise than as provided in this lease.

3.5 Rent

The Lessee is to pay the Rent together with GST to the Lessor during the Term at the times and by the instalments specified in Item 6(a) of the Schedule and reviewable at the times and in the manner stated in clause 3.6.

3.6 Review of Rent

- (a) Rent shall be reviewed on the dates and using the method of review specified in Item 6 of the Schedule.
- (b) Despite anything in sub-clause (a), the Rent payable after any Review Date shall not be less than the Rent payable (or which but for rent reduced or rent free periods would be payable) immediately prior to that Review Date.

Lessee for the taxable supply made by the Lessor to the Lessee will be 110% of the amount paid for the good or service when it was purchased by the Lessor.

(h) Tax Invoice

A party's right to payment under clause 3.7(e), or for any other taxable supply made under this lease, is subject to a valid tax invoice being delivered to the party liable to pay for the taxable supply prior to any such payment being required to be made.

(i) Adjustment Note

- (i) If an adjustment event occurs in relation to any supply or acquisition that takes place between the parties to this lease then the relevant party will issue an adjustment note for the adjustment that arises from the adjustment event within fourteen (14) days of becoming aware of the adjustment required.
- (ii) If an adjustment event occurs because a party is required to pay to the other party additional consideration for a taxable supply that has already taken place under this lease then that additional consideration does not need to be paid until the party which is the recipient of the taxable supply has received from the party which is the supplier the appropriate adjustment note.

(j) Statement of GST paid is Conclusive

A written statement given to the Lessee by the Lessor of the amount of GST that the Lessor pays or is liable to pay or account for is conclusive as between the parties except in the case of an obvious error.

(k) GST on Rates & Taxes & Others

The price quoted for rates, taxes, repairs, maintenance, and other outgoings under this Lease are exclusive of GST.

3.8 Payment of water consumption

The Lessor shall be liable for all water consumption costs.

4 Repairs and Maintenance of Premises

4.1 Repairs and maintenance by Lessor and Lessee

fittings in, the Premises and of any circumstances likely to be or cause any danger, risk or hazard to the Premises or any person therein.

4.4 Surrender of Premises

- (a) At the expiration or sooner determination of this lease the Lessee is to surrender and deliver up possession of the Premises to the Lessor clean and free from rubbish in good, clean, substantial and reasonable repair and condition in accordance with the Lessee's Covenants; to surrender all keys for the Premises to the Lessor at the place then fixed for the payment of Annual Rent; to inform the Lessor of all combinations on locks, safes and vaults (if any) in the Premises; and to have all mechanical and air conditioning or cooling equipment (if any) certified by some competent authority or maintenance contractor to be in sound working condition having regard to its age and reasonable wear and tear.
- (b) The Lessee is to remove all the Lessee's fixtures and fittings, signs, placards or other advertising media before delivering up possession of the Premises to the Lessor as aforesaid and to repair any damage to the Premises caused thereby.
- (c) The Lessee's obligations to observe and perform the covenants in this clause are to survive the expiration or other termination of this lease.

5 Operation and Permitted Use of Premises

5.1 Permitted Use

Throughout the Term the Lessee is to use the Premises solely for the Permitted Use, to keep the same open for that use or purpose during the usual business hours generally applicable to a business of a comparable nature; at all times to conduct the Permitted Use in a reputable manner; and not to permit or suffer the same to be used for any other purpose without the prior written consent of the Lessor.

5.2 Conduct of operations on Premises

By this lease, the Lessee covenants and agrees with the Lessor as follows:

- (a) not to exercise carry on permit or suffer in or upon the Premises any noxious noisome obstructive or offensive act, trade, business, occupation or calling nor to do permit or suffer any act, matter or thing to be done in or upon the Premises which may cause annoyance, nuisance, grievance, damage or disturbance to the occupiers or owners of the adjoining or neighbouring premises;

equipment or appliances or apparatus for illuminating, air conditioning, heating, cooling or ventilating the Premises nor to injure, mark, paint, drill or deface in any way the walls, ceilings, partitions, floors or other parts of the Premises nor to overload or otherwise harm the same without the prior written consent of the Lessor on each occasion.

5.3 Occupational Safety and Health Act 1984

- (a) The Lessee agrees that, for the purposes of the Occupational Safety and Health Act 1984 of the State, the Lessee has control of the Premises.
- (b) The Lessee hereby releases and indemnifies and agrees to keep indemnified the Lessor from and against all actions, claims, demands, losses, damages, costs and expenses for or in respect of which the Lessor shall or may be or become liable by reason of the Occupational Safety and Health Act 1984 of the State in respect of the Premises or its use.

6 Insurance and Indemnity

6.1 Insurance policies

- (a) Unless otherwise agreed the Lessor is to effect and keep in force at all times during the continuance of this Lease in the respective names of the Lessee and the Lessor and any mortgagee of the Land for their respective rights and interests the policies of insurance as are specified in Item 9 of the Schedule and which unless otherwise stated in Item 9 of the Schedule are to be at the expense of the Lessee.
- (b) The party effecting any policy of insurance under this lease if required by any other party forthwith is to produce to the other party a copy of any policy of insurance so effected and a current certificate of renewal in respect thereof.
- (c) Where the Lessee is liable for the costs of insurance as provided in this clause and the Premises comprise only part of a building erected on the Land the Lessee is to pay the whole of the insurance expense insofar as the expense relates to a policy taken out in respect of the Premises only but where the insurance expense relates to a policy taken out in respect of the whole of the Building the Lessee is only liable for the Lessee's proportionate part of the insurance expense being the same proportion as the lettable area of the Premises bears to the Total Lettable Area of the Building.

6.2 Indemnification of Lessor

7 Covenants by Lessor

The Lessor covenants with the Lessee that:

7.1 Quiet enjoyment

Subject to the Lessee paying the Annual Rent reserved by this lease and observing and performing all the Lessee's Covenants the Lessee is able to, and may, peaceably possess and enjoy the Premises without any interruption or disturbance from the Lessor or any person or persons lawfully claiming under or in trust from the Lessor.

7.2 Payment of rates and taxes etc

The Lessor duly and punctually is to pay and discharge all the taxes, rates charges and other outgoings specified in Item 7 of the Schedule now or at any time after the date of execution of this lease imposed, payable or charged upon the Land or otherwise chargeable against or to the Lessor.

8 Defaults by Lessee

8.1 Right of re-entry

(a) If:

- (1) the Annual Rent or any part of it at any time is in arrears and unpaid for 14 days after the same has become due (whether any formal or legal demand therefore has been made or not); or
- (2) the Lessee at any time fails or neglects to perform or observe any of the other Lessee's Covenants and the default is continued for a period of 14 days after service of a notice calling upon the Lessee to remedy the breach or default; or
- (3) the Lessee while the Premises or any part thereof remain vested in the Lessee being a company enters into liquidation (whether compulsory or voluntary but not being a voluntary liquidation for the purpose of amalgamation or reconstruction) or enters into arrangement or composition for the benefit of the Lessee's creditors or not being a company the Lessee assigns the Lessee's estate or enter into a deed of arrangement for the benefit of the Lessee's creditors (provided always that any deed of assignment or deed of arrangement made under the Bankruptcy Act 1966 (Commonwealth) and any act or actions by or against the Lessee

Lessee by the Lessor none of the following events constitutes a re-entry or forfeiture or waiver of the Lessor's rights to recover in full all Annual Rent and other amounts from time to time payable by the Lessee under this lease:

- (1) acceptance of the keys;
 - (2) entry into the Premises by the Lessor, or by any person on the Lessor's behalf, for the purpose of inspection or for the purpose of showing the Premises to prospective lessees or licensees;
 - (3) the advertising of the Premises for reletting.
- (b) This lease is to be regarded as continuing in full force and effect until the date of whichever of the following first occurs:
- (1) a new lessee or licensee actually commences to occupy the Premises;
 - (2) the expiration of the Term; or
 - (3) any formal re-entry by the Lessor of which the Lessor gives notice to the Lessee,

and any entry by the Lessor until such date is deemed to be an entry by the leave and licence of the Lessee.

8.4 Lessor's right to remedy defaults

The Lessor may, but is not obliged to, remedy at any time without notice any default by the Lessee under this lease and whenever the Lessor so elects all costs and expenses incurred by the Lessor (including legal costs and expenses) in remedying a default are to be paid by the Lessee to the Lessor on demand.

8.5 Effect of waivers of default

No consent or waiver expressed or implied by the Lessor to, or of, any breach of any covenant, condition or duty of the Lessee is to be construed as a consent or waiver to, or of, any other breach of the same or any other covenant, condition or duty.

8.6 Damages claimable after re-entry

In regard to payment of the Annual Rent, outgoings and any other moneys payable by the Lessee to the Lessor under this lease (for the purposes of this clause Lease Money) the time for payment is to be of the essence, and in

9.3 Lessee not to assign

- (a) The Lessee must not assign a part or parts of the Premises or of this lease or any estate or interest in a part or parts of the Premises or of this lease.
- (b) The Lessor must not sub-let or part with possession or occupation of the whole or any part or parts of the Premises.
- (c) The Lessee shall not assign the whole of the Premises or of this lease without the prior written consent of the Lessor which consent is not to be unreasonably withheld and if the Lessee wishes to assign the whole of the Premises or of this lease (whole assignment) the Lessee must give at least 1 month's written notice of the proposed whole assignment to the Lessor or the Managing Agent setting out the details of the proposed assignee whereupon the following conditions apply and the Lessor may be considered to be acting reasonably in withholding consent if the following conditions are not satisfied:
 - (1) The Lessee must satisfy the Lessor that the proposed assignee is a reputable and responsible person of good financial standing and the onus of proving those facts are upon the Lessee to the satisfaction of the Lessor.
 - (2) The Lessee must execute and procure the execution of an assignment of this Lease by the proposed assignee and by those guarantors who are required under sub-paragraph (c)(3) and to which the Lessor is a party and which is in a form approved of by the Lessor and its solicitors and must deliver that assignment so executed to the Lessor.
 - (3) Where the proposed assignee is a corporation, the performance of the covenants by the proposed assignee with the Lessor contained in the assignment are to be guaranteed in the assignment by those directors and/or principal shareholders of that corporation and/or by those third parties whom the Lessor requires.
 - (4) All Annual Rent and other rents and moneys payable under this lease then owing must be paid and there must not be any existing unremedied breach of the Lessee's Covenants, provided that breaches which have been waived by the Lessor are not to be regarded as unremedied breaches for the purposes of this subparagraph.

things necessary or expedient for carrying out the powers granted in this clause and by this lease the Lessee ratifies, confirms and allows and agrees to ratify, confirm and allow all and whatsoever the Lessor lawfully does or causes to be done under or by virtue of this clause the cost of which is to be borne and paid by the Lessee.

9.6 Legal costs

The Lessor will pay all costs associated with the preparing this lease.

10 Miscellaneous Provisions

10.1 Total or partial destruction

If the Premises comprise a part or the whole of the Building and that Building is destroyed or damaged by fire, flood, lightning, storm, tempest or other disabling cause so as to render the Building substantially unfit for use and occupation or so as to render the rebuilding or reconstruction of the Building in its previous form impractical or undesirable in the opinion of the Lessor then:

- (a) This lease may be terminated without compensation by either the Lessor or the Lessee by written notice to the other provided that in the latter case the Lessor has failed to rebuild or reinstate the Building within a reasonable time after being requested to do so in writing by the Lessee.
- (b) Any termination as aforesaid is without prejudice to the rights of either party in respect of any antecedent breach, matter or thing.
- (c) Nothing contained or implied in this lease is deemed to impose any obligation on the Lessor to rebuild or reinstate or make fit for use and occupation the Building.
- (d) Upon the happening of any damage or destruction as aforesaid the Annual Rent payable by the Lessee or a proportionate part thereof according to the nature and extent of the damage sustained is to abate until the Building has been rebuilt or reinstated or made fit for use or occupation or until this lease is terminated pursuant to the provisions of sub-clause (a) and in the event of any dispute arising out of the provisions of this clause the same is to be referred to arbitration under the Arbitration Act.

Despite anything in this clause expressed or implied the Lessee has no right of termination and the liability of the Lessee to pay the Annual Rent is not to abate if the destruction or damage was caused or contributed to by the Lessee or the Lessee's employees, workmen, contractors, lawful visitors or invitees.

- (d) can be relied upon by the addressee, and the addressee is not liable to any other person for any consequences of that reliance if the addressee believes it to be genuine, correct and authorised by the sender.

10.5 Inspection and "To Let" Notices

At all reasonable times during the Term the Lessee is to permit the Lessor to exhibit the Premises to prospective Lessees or purchasers and at all times within the 3 months immediately preceding the termination of this lease is to permit the Lessor to affix and exhibit where the Lessor thinks fit the usual To Let notice, with the name and address of the Lessor and/or the Lessor's agents thereon and the Lessee is not to remove the notice without the prior written consent of the Lessor.

10.6 Interest on default

In the event of any payment of Annual Rent or any other moneys payable by the Lessee to the Lessor under this lease not being paid on due date the Lessee is to pay to the Lessor interest on all outstanding payments at the Rate of Interest computed from the date the same has become due and payable or paid (as the case may be) that interest to accrue from day to day and to be payable and paid on demand.

10.7 Special clauses

The special clauses set out in Item 10 of the Schedule are, and are to be regarded as being, incorporated into, and to form part of, this lease.

10.8 Arbitration Act - legal representation

Where it is necessary for any dispute under this lease to be determined by an arbitrator or umpire under the Arbitration Act then each party to the proceedings before an arbitrator or umpire may be represented by a duly qualified legal practitioner.

rental increase. Such increase shall be approved by the Morawa Shire Council.

(d) Rent Review – Consumer Price Index

For purposes of (C) above this may be considered by both parties when negotiating any increase in the initial rental amount.

(e) Rent Review - Current Market Value

For purposes of (C) above this may be considered by both parties when negotiating any increase in the initial rental amount.

Item 7 Rates and taxes payable by the Lessor

Nil.

Item 8 Permitted Use

The carrying on of the business of a Family Day Care , known as "Jolly Jumpers Family Day Care".

Item 9 Particulars of insurance

(a) Policy to be effected by the Lessor at the Lessee's expense:

A policy insuring the Premises for the replacement value thereof against loss or damage by fire, lightning, thunderbolt, storm, tempest, rainwater, water, earthquake, flood, impact, explosion, aircraft, riots, strikes and other malicious acts, removal of debris, and to include additional clauses relating to extra cost of reinstatement, alteration and occupancy, architects fees, automatic reinstatement, capital additions, hazardous goods, temporary removal and any other risks which may seem to the Lessor to be reasonably necessary or expedient.

(b) Policies to be effected by the Lessee at the Lessee's expense:

- (1) A policy insuring against breakage or damage from any cause of all external and internal glass fixed to, and forming part of, the Premises for the market value and cost of replacement thereof.
- (2) A public liability policy for an amount of indemnity of not less than \$10,000,000 (or any higher sum which is reasonably determined by the Lessor from time to time).

DATED 3rd March 2015

THE SHIRE OF MORAWA

AND

**Ms Kylie Whitehurst
Trading as
Jolly Jumpers Family Day Care**

DAY CARE SERVICES AGREEMENT

THIS AGREEMENT is made on the 03rd day of March 2015.

BETWEEN:

THE SHIRE OF MORAWA of PO Box 14, Morawa, Western Australia (the "Shire");

and

Ms Kylie Whitehurst Trading as Jolly Jumpers Family Day Care of 19 Solomon Terrace, Morawa, Western Australia ("Jolly Jumpers").

RECITALS:

- A. The Shire wishes to facilitate the obtaining and maintaining the services of an accredited Family Day Service under the Service Membership with Bright Stars Family Day Service, City of Greater Geraldton for the benefit of the District;
- B. The Shire and Jolly Jumpers have reached an agreement in this regard and now wish to record it in writing.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this agreement unless the context otherwise requires:

Business means the Stock, Equipment and Business Premises owned by the Shire and conducted under the Business Name Jolly Jumpers.

Business Name means the business name of "Jolly Jumpers".

Business Premises means the commercial premises at which the Business is conducted, being Lot 59, 27 Dregghorn St Morawa WA 6623

Commercial Lease means the commercial lease between the Shire as Lessor and Jolly Jumpers as lessee, referred to in Clause 4.3 and attached to this deed as Attachment A.

Equipment means the furniture and equipment of the Business specified in the Asset Register set out in Schedule A to this agreement.

Stock means the stock forming part of the Business at the commencement date of the Term, as ascertained and valued at a stocktake undertaken by the parties at such commencement date.

Term means the period of three (3) years from 3rd March 2015 to 31st December 2015.

Termination Date means the date when this agreement ceases pursuant to the provisions of Clause 8.

1.2 Interpretation

In this agreement, headings are for convenience only and do not affect the interpretation of this agreement and, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
 - (b) words importing a gender include any gender;
 - (c) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and vice versa;
 - (d) a reference to a party to a document includes that party's successors and permitted assigns;
 - (e) a reference to a statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing it, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute; and
 - (f) a reference to a document or agreement includes all amendments or supplements to, or replacements or novations of, that document or agreement
 - (g) the headings shall not affect the interpretation or construction of this agreement.
-

2. GRANT OF RIGHT TO OPERATE BUSINESS

2.1 Right to Operate Business

Subject to the terms and conditions of this agreement, the Shire grants to Jolly Jumpers the right to use the assets of the Business, including without limitation the goodwill, the Equipment and the Stock (the "Grant"). Jolly Jumpers accepts the Grant, and shall at all times during the operation of this agreement have the exclusive right to operate the Business.

2.2 Conduct of Jolly Jumpers

- (a) Jolly Jumpers must not do anything that may detract from the good name and reputation attached to the Business.
 - (b) During the Term and any additional term Jolly Jumpers shall actively promote the Business and use their best endeavours to increase the goodwill and client base of the Business.
 - (c) During the Term and any additional term Jolly Jumpers must conduct the Business in accordance with the compliance standards required to maintain service membership to Bright Stars Family Day Service and any other regulatory requirements within the day
-

care profession.

2.3 Assignment, sub-licence and encumbrances

Subject to clause 10.10 Jolly Jumpers shall not:

- (a) assign;
- (b) sub-licence; or
- (c) encumber,

the Grant or any assets of the Business without the prior written approval of the Shire.

3. THE GRANT PERIOD

3.1 Term of Grant

Unless earlier terminated as provided in this agreement, the Grant shall continue in full force and effect for the Term.

3.2 Renewal Term

Provided that Jolly Jumpers has properly performed their obligations under this agreement and provided that neither party has given notice of termination to the other party, the Shire shall,

3.2.1

After an initial three (3) month probationary period ending 3rd June 2015, the Shire will notify Jolly Jumpers, by written notice one (1) month before the 3rd June of their intention to extend the contract for another three (3) month term. In the event that the agreement is not extended for another three (3) month period the Shire reserves as its sole discretion, the right to give Jolly Jumpers one (1) months' notice on or before the 3rd June of its intention to terminate the agreement.

3.2. (a)

In the event that the agreement is extended for a second period of three (3) months this period will end on 3rd September 2015. The Shire will notify Jolly Jumpers, by written notice one (1) month before the 3rd September 2015 of their intention to extend the contract for another three (3) month term. In the event that the agreement is not extended for another three (3) month period the Shire reserves as its sole discretion, the right to give Jolly Jumpers one (1) months' notice on or before the 3rd September of its intention to terminate the agreement.

3.2.(b)

In the event that the agreement is extended for a 3rd period of three (3) months this period will end on 31st December 2015.

3.2.2

Notwithstanding the above, prior to the end of the Term, if both parties agree, the parties may then negotiate a renewal of the Grant on the same conditions as are contained in this agreement (unless otherwise agreed in writing by both parties). The granting of a renewed term of the Grant is entirely within the discretion of the Shire, and nothing in this agreement shall be construed as imposing any obligation upon the Shire to grant a renewal of the Grant for any additional term or terms.

4. ACKNOWLEDGMENTS AND WARRANTIES

- 4.1** Jolly Jumpers warrants that they will not contest, directly or indirectly, the ownership, title, right or interest in the goodwill of the Business.
- 4.2** The Shire and Jolly Jumpers acknowledge and agree that this agreement is conditional upon the parties entering into a commercial lease agreement (on or about the same date as the parties enter into this agreement) for the lease of the Business Premises from the Shire to Jolly Jumpers, for an initial probationary period of three months, a calendar monthly rental of fifty dollars (\$50.00) on the terms and conditions contained within the Commercial Lease.

5. LIABILITY

- 5.1** During the Term (and any renewed term or terms) Jolly Jumpers shall be solely responsible for all loss or damage arising out of the operation of the Business or arising out of the acts or omissions of Jolly Jumpers or any of their agents, servants or contractors in connection with the operation of the Business and for all claims for loss or damage to property, or for injury or death of any persons directly or indirectly resulting therefrom.
- 5.2** Jolly Jumpers agrees to indemnify and hold the Shire harmless against and from any and all claims, losses and damages specified in Clause 5.1 and against all loss arising from any breach whatsoever of this agreement

6. THE SHIRE'S OBLIGATIONS
6.1 The Shire's Property & Equipment Maintenance & Charges

- (a) The Shire undertakes, at its own cost, to:

- (i) Subject to clause **Error! Reference source not found.**, effect any insurance policies on the Lessor's part to be effected under the Commercial Lease and to maintain both the Business Premises (including the garden and parking areas);
- (ii) Pay all water consumption charges in relation to the Business Premises;
- (iii) Pay to the relevant authorities all rates, taxes and charges levied against the Business Premises; and
- (iv) Maintain all garden areas of the Business Premises.

7. JOLLY JUMPERS OBLIGATIONS

7.1 Operation of the Business

Jolly Jumpers agrees to:

- (a) maintain the Business as an accredited Family Day Care Service at all times during the Term, and to take out and maintain all professional certificates and licences required by law or by any relevant authorities or professional body for such purposes;
- (b) maintain and update all client records in accordance with accepted industry standards;
- (c) operate the Business for a minimum of four (4) days per week;
- (d) be responsible for the employment and remuneration of all personnel employed by the Business.

7.2 Client Records

Jolly Jumpers acknowledges and agrees that:

- (a) The client information and records (the "Records") used in the operation of the Business are of a confidential nature and must at all times during the Term remain with the Business and be stored within the Business Premises;
- (b) Jolly Jumpers will implement all such proper systems and procedures as are necessary to maintain the security and confidentiality of the Records;
- (c) Any breach of confidentiality whatsoever in relation to the Records or removal of the Records from the Business will constitute a material breach of this agreement.

8. TERMINATION

8.1 General

Subject to clause 9.2, this agreement may be terminated at any time by either party giving one (1) months' notice in writing to the other.

8.2 Immediate termination

The Shire may terminate this agreement immediately if Jolly Jumpers:

- (a) Is found by Bright Stars Family Day Services, or any court, tribunal or board, to have committed any act of wilful or grave misconduct or wilful neglect in Jolly Jumpers duties as a family day service;
- (b) commits any act which may detrimentally affect the Shire, including but not limited to an act of dishonesty, fraud, wilful disobedience, misconduct or breach of duty;
- (c) commits any breach in relation to the Records, pursuant to Clause 7.2 of this agreement;
- (d) wilfully, persistently and materially breaches this agreement and does not remedy the breach within fourteen (14) days of receipt of notice in writing from the Shire specifying the breach;
- (e) fails to make any payment which pursuant to this agreement she is required to make to the Shire and does not make that payment within thirty (30) days after being requested in writing by the Shire to do so;
- (f) becomes insolvent or unable to pay her debts as they become due, or commits any act of bankruptcy or compounds with creditors; or
- (g) is of unsound mind or becomes liable to be dealt with under any law relating to mental health.

8.3 Effect of Termination

Upon termination of this agreement, Jolly Jumpers right to:

- (a) operate the Business; and
- (b) remain in the Business Premises as lessee (subject to the terms and conditions of the commercial lease specified in Clause 4.3)

shall terminate forthwith.

8.4 Obligations on termination

On termination of this agreement, Jolly Jumpers must return to the Shire all tangible property of the Business including, but not limited to, materials, equipment and keys held by Jolly Jumpers or under their control.

8.5 No compensation

If this agreement is terminated by the Shire under this Clause 9, Jolly Jumpers has no further claim against the Shire for compensation in respect of the termination.

9. MEDIATION

9.1 In the event of any breach by either party, or dispute between the parties as to a party's obligations under this agreement, a party will not commence legal proceedings until the mediation procedure specified in this clause has been completed PROVIDED THAT a party may apply to a court of competent jurisdiction for urgent interlocutory relief, even if the mediation procedure has not commenced or been completed.

9.2 The parties shall first confer in person and attempt to resolve the dispute. If the parties are unable to settle the dispute in person then the mediation procedure specified in clause 10 may be commenced at any time after seven (7) days notice by either party to the other.

9.3 The parties shall attempt to agree on a mediator and appoint such mediator. If a mediator cannot be agreed within seven (7) days after the notice specified in clause 10.2, any party may apply to the President of the Law Society of Western Australia to appoint a mediator. The decision of such President as to the appointment of a mediator will be final. The mediation shall commence upon such appointment of a mediator, and the parties may appoint representatives to act on their behalf at the mediation.

10. MISCELLANEOUS

10.1 Relationship

- (a) The relationships between the Shire and Jolly Jumpers are strictly those of grantor and grantee, lessor and lessee and landlord and tenant, respectively.
- (b) This agreement does not constitute either party a joint venturer, partner, agent, employee or fiduciary of the other and subject to any other agreement between the Shire and Jolly Jumpers, any act or omission of either party shall not bind or obligate the other except as expressly set forth in this agreement.

10.2 Governing law

- (a) This agreement shall be governed and interpreted in accordance with the laws from time to time in force in Western Australia.
- (b) The parties submit to the exclusive jurisdiction of the Courts of Western Australia.

10.3 Entire Agreement

This agreement supersedes all prior agreements and contains the entire agreement between the parties.

10.4 Successors and Assigns

The provisions of this agreement shall enure to the benefit of and be binding upon the parties and their respective representatives successors and assigns.

10.5 Legal Costs

- (a) Each party shall bear its own legal costs in relation to the negotiation, preparation and execution of this agreement.
- (b) Jolly Jumpers shall bear all registration fees (if any) on this agreement and on any other payments to be made by Jolly Jumpers.

10.6 Prohibition, enforceability and severance

- (a) Any provision of, or the application of any provision of, this agreement which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.
- (b) Any provision of, or the application of any provision of, this agreement which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.
- (c) If a clause is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this agreement.

10.7 Waiver

- (a) The failure of either party at any time to require performance by the other party of any provision of this agreement does not affect the party's right to require the performance at any time.
- (b) The waiver by either party of a breach of any provision must not be held to be a waiver of any succeeding breach of the provision or a waiver of the provision itself.

10.8 Notices

All notices contemplated by this agreement shall be in writing and shall be deemed to be duly given or made:

- (a) in the case of delivery in person, when delivered;
- (b) in the case of delivery by post, within three days of posting by registered mail;
- (c) in the case of facsimile transmission, at the time and on the date specified on the confirmation of transmission;

to the party to whom such communication is given under this agreement.

10.9 Variation of Agreement

This agreement may be varied in writing by the parties. For the avoidance of doubt there shall be no variation, amendment, waiver or release of any provision of the agreement unless in writing signed by both parties.

10.10 No Assignment

Each party agrees that it shall not assign its rights to this agreement without the prior written consent of the other party, which may be withheld or granted on such terms as the other party considers fit.

EXECUTED by the parties as a Deed on the day, month and year set out above.

Executed by the **SHIRE OF MORAWA** under
its Common Seal in the presence of:

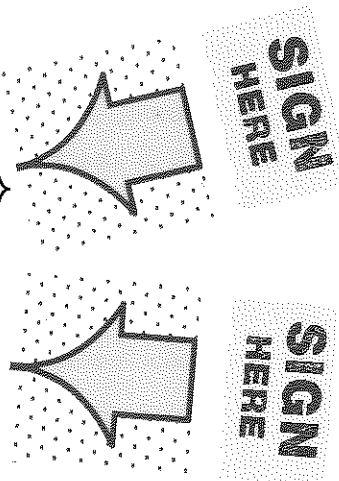
Shire President

Chief Executive Officer

SIGNED by **Ms Kylie Whithurst Trading as
Jolly Jumpers Family Day Care** in the
presence of:

Witness:

Name (please print)



7.2.6 Chief Executive Officer - Other

<i>Date of Meeting:</i>	17 March 2015
<i>Item No:</i>	7.2.6.1
<i>Subject:</i>	Strategic Plan Update and Progress Report
<i>Date & Author:</i>	17 March 2015 John Roberts
<i>Responsible Officer:</i>	Chief Executive Officer
<i>Applicant/Proponent:</i>	Chief Executive Officer John Roberts
<i>File Number:</i>	Various
<i>Previous minute/s &</i>	
<i>Reference:</i>	17 February 2015 Council Meeting

SUMMARY

The Strategic Plan Update and Progress Report provides an update on the progress of matters under the Integrated Planning and Reporting Process including the:

- Shire of Morawa Strategic Community Plan 2012, and
- Corporate Business Plan.

Other updates are also provided regarding the informing strategies including:

- The Long Term Financial Plan;
- The Asset Management Plan; and
- The Workforce Plan.

DECLARATION OF INTEREST

The author has no interest to declare in this report.

ATTACHMENTS

- 2014/15 Project Summary Report;
- Shire of Morawa February 2015 *Strategic Plan Update and Progress Report*.

BACKGROUND INFORMATION

The Strategic Plan Update and Progress Report is provided to Council each month for information. The Strategic Community Plan was adopted 21 June 2012 and a desktop review was undertaken on 12 September 2014 and adopted by Council on 18 September 2014.

Currently, the Strategic Community Plan has 106 actions listed:

Objective	Actions	Projects 2014/15	Programs 2014/15	Comment
1. A diverse, resilient and innovative economy	44	9	3	This objective is divided into 2 sub-objectives with 9 key projects and 3 programs covering 27 of the 44 actions which are due for completion in 2014/15
2. Protect and enhance the natural environment	13	5	0	5 key projects covering 13 strategic actions are required to be completed for 2014/15
3. A community that is friendly, healthy and inclusive	26	5	0	5 key projects covering 17 of the 26 actions are due for completion for 2014/15
4. A connected community with strong leadership	23	3	1	3 key projects and one program area covering 18 actions are due for completion for 2014/15

Table One: Summary of Strategic Actions

Accordingly, the progress of the projects and program areas covering the strategic actions for 2014/15 are tracked within the Corporate Business Plan. This is because:

- This plan has the projects or actions the Shire is required to achieve over a four year period to meet the objectives listed in the Strategic Community Plan;
- This approach will also ensure there is a cross link with the Status Report where Council has made a decision regarding the projects listed in the Corporate Business Plan from time to time; and
- The Corporate Business Plan also acknowledges the key operating costs for each program area and the external stakeholders.

Informing Strategies

Other reports that need consideration in terms of their impact on the Strategic Community Plan include the following informing strategies:

Long Term Financial Plan

The long term financial plan will be reviewed early in 2016. A budget allocation has been included in the 2014/15 budget.

Status

No change - The Long Term Financial Plan requires updating. UHY Haines Norton have provided a quote which has been included in the 2014/15 Budget.

Asset Management Plan

To date the review of the Asset Management Plan (AMP) has seen three of the four key areas completed. The final area for completion is that regarding plant and equipment for inclusion.

Status

No change - The fair value report regarding plant and equipment needs to go to Morrison Low so that the AMP can be updated.

A meeting with Greenfields took place on 9 September 2014 discussing road infrastructure fair values for 2013/14. Approval has been given to Greenfields to undertake the assessment.

Roman II has been updated with local road data.

Workforce Plan

The Workforce Plan is monitored by the Department of Local Government and Communities. This will require assessment by staff by the end of June 2014.

Status

The Acting CEO, DCEO and MFA commenced this review on 4 April 2014. A final review is now required. This has not yet been completed.

Information Communication and Technology (ICT) Plan

Although the ICT is not a formal requirement, the Department of Local Government and Communities highly recommends that such a plan is developed and implemented and provides the appropriate framework for such a plan on its website.

It should be noted that the Shire of Morawa does not have such a plan.

Status

Development of such a plan is required in line with the Local Government Audit Regulations - Regulation 17. The CEO will discuss with the Shire's IT contractor.

Other Key Informing Strategies

Other key plans that impact on the Strategic Community Plan and the Corporate Business Plan include the Local Planning Scheme and Strategy, the Growth Plan, the Mid West Investment Plan and the North Midlands Economic Plan (proposed Mid West Blueprint). Generally, links are made back from the Corporate Business Plan to the applicable project within this plan.

Risk Management Framework and Compliance Plan

. The Shire CEO was required to have in place by the 31 December 2014 the following:

- A risk management policy;
- A risk management framework including processes, procedures and reporting;
and
- A compliance plan

Status

The project commenced on 26 August 2014 with a regional meeting to receive and discuss an LGIS prepared Risk Management Governance Framework which will be the subject of a report to Council at the October OCM. The following day a workshop took place, facilitated by LGIS, involving Shire staff. At this workshop risk profiles for 16 themes were developed. This project enabled the CEO to prepare a report to the audit committee on the appropriateness and effectiveness of the Shire's Risk Management systems and procedures. The project was concluded in December 2014.

OFFICER'S COMMENT

Strategic Community Plan

Further to the above, the success of the Strategic Community Plan (SCP) is based on the outcomes of the Corporate Business Plan and the key performance measures (KPIs) that will form part of the SCP from March 2014. The key performance measures show the desired trend to be achieved for each objective (Economic, Environment, Social and Governance). The key performance measures were inserted into the SCP at the Council meeting on 20 March 2014.

Corporate Business Plan

The Corporate Business Plan Report is provided to Council each month. Accordingly, a summary report and full copy of the Corporate Business Plan report for February 2015 is attached.

In short, the progress of the Corporate Business Plan is summarised as follows:

Projects

Under the Corporate Business Plan, there are 35 projects that are monitored:

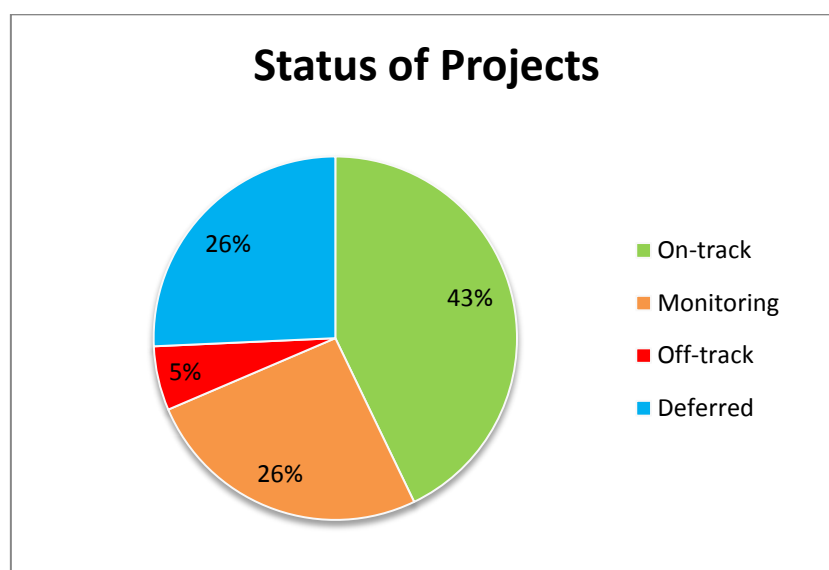


Chart 1: Breakdown on Status of Projects for 2014/15

The key things to note regarding Chart 1 - Breakdown on Status of Projects are:

Status Type	Status	Comment
Overall Completion	In terms of overall completion (i.e. the percentage of each project completed divided by the number of projects underway), this is 59.65%.	
On-track	There are 15 (43%) projects on track (1, 2, 3, 5, 12, 13, 14, 19, 20, 26, 32, 33, 34, & 35).	
Monitoring	9 (26%) projects are at the monitoring level (4, 7, 8, 10, 15, 18, 21, 27, 31)	
Off-track	In total there are 2 (5%) projects off track (9, and 30).	<p>The impacts on these projects include:</p> <ul style="list-style-type: none"> Staff resourcing in terms of key roles has been a constant issue regarding consistency and progressing of goals i.e. the long term vacancy of the CEO position (Project 9 lacked a project owner and Project 30 – Gateway Project is subject to further discussions with the key funding stakeholder) Discussions took place with Sinosteel on 17 July 2014. The second key issue has been waiting on the approval of funding or resources for key projects: <ul style="list-style-type: none"> Scrapping of Commonwealth funding programs e.g. RADF5 (Project 5 - Town Hall project). The tender specification has been developed. MWDC requirement to continually review business cases (Project 15) ; Thirdly competing re-allocation of resources undermining the strategic focus e.g. ongoing maintenance of key assets not provided for. However, the Asset Management Plan should improve this over time.
Deferred	There are nine projects (26%) deferred due to fiscal constraints and other resourcing issues or because the priority has changed (6, 11, 16, 17, 22, 23, 24, 25 & 28);	There is no change to the status of these projects following the desktop review of the Strategic Community Plan in August 2014.

Programs

Under the Corporate Business Plan, there are four key program areas that are monitored:

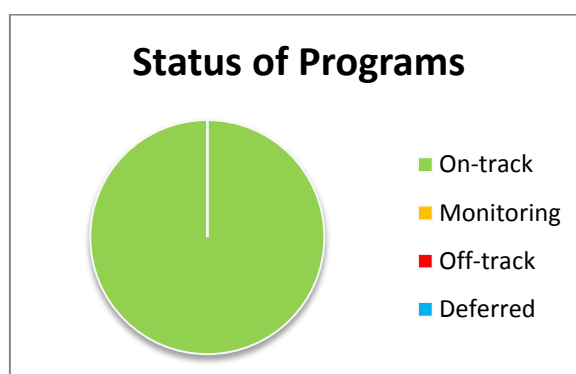


Chart 2: Breakdown on Status of Programs for 2014/15

Chart 2 indicates that all four program areas on track i.e. the Sports Facilities and Programs (82%), Roads Program (69%), Ongoing Health Care Provision (30%) and Governance (52%). The programs on track are subject to key operational or day to day activities and are impacted by seasonal issues. The latter programs generally take time for the costs to come through.

COMMUNITY CONSULTATION

As per the Strategic Plan Update and Progress Report

COUNCILLOR CONSULTATION

As per previous reports to Council and the Information and CEO Briefing Sessions (Forums).

STATUTORY ENVIRONMENT

Local Government (Administration) Regulations 1996 Part 5 Annual Reports and Planning for the Future - Division 3 – Planning for the Future

POLICY IMPLICATIONS

Not Applicable

FINANCIAL IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

As per the reporting requirements regarding the Strategic Community Plan and the Corporate Business Plan.

RISK MANAGEMENT

Under the Integrated Planning and Reporting Framework, the Shire of Morawa is required to meet the compliance requirements. By meeting each of the key requirements regarding Integrated Planning and Reporting, the Shire will avoid further scrutiny and action by the Department of Local Government and Communities.

VOTING REQUIREMENT:

Simple Majority

OFFICER'S RECOMMENDATION

Council accepts the Shire of Morawa Strategic Plan Update and Progress Report for February 2015.

SUMMARY OF CORPORATE BUSINESS PLAN STATUS 2014/2015

No.	Project	Who	Start	Cost	Cost Remaining	% Completed	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
1	Greater Sports Ground Development	PO				100												
2	Sports Club Development Officer	CEO				100												
3	Recreational Facility Development	DCEO/CYDO				75												
4	Morawa Community Care	CEO				85												
5	Refurbish Old Chambers	DCEO				50												
6	Childcare Centre Development	CEO				0												
7	Community Group Support	CYDO				20												
8	Community Engagement & Communication	CEO				0												
9	Trails Strategy	CEO				0												
10	Waste Management Project	DCEO				20												
11	Water Supply Development	DCEO				0												
12	Solar Thermal Power Station - Feasibility Study	CEO				95												
13	Waste Water Plant Upgrade	DCEO				100												
14	Sustainability Program	DCEO				83												
15	Develop Industry Training Centre	PO				25												
16	Migration Settlement Scheme (Research)	CEO				0												
17	Develop Additional Business Incubator Units	CEO				0												
18	Industry Attraction & Retention Project	CEO				83												
19	Local Tourism Industry Development	CYDO				100												
20	Upgrade Morawa Airport	DCEO				50												
21	Upgrade Major Roads and Annual Road Program	WS				4												
22	Key Worker Housing	CEO				0												
23	Staff Housing	DCEO				0												
24	Expansion Van Park	DCEO				0												
25	Lifestyle Village for the Aged	CEO				0												
26	Main Street Project	DCEO				80												
27	Wireless and Mobile Blackspot Coverage	CEO				50												
28	Powerline Upgrade	CEO				0												
29	Land Development	DCEO				100												
30	Gateway Project Plans	CEO				10												
31	Omnibus Scheme Development	PO				55												
32	Old Morawa Hospital	DCEO				80												
33	Leadership and Mentoring Young People	CYDO				20												
34	Leadership and Advocacy Role	CEO				83												
35	Invest in Council's Capacity	CEO				83												
	Total					59.65												

	Program Areas						Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
1	Sports Facilities and Programs	DCEO				82												
2	Ongoing Healthcare Provision	CEO				30												
3	Roads	PWS				69												
4	Governance	CEO				52												
	Total					58.25												

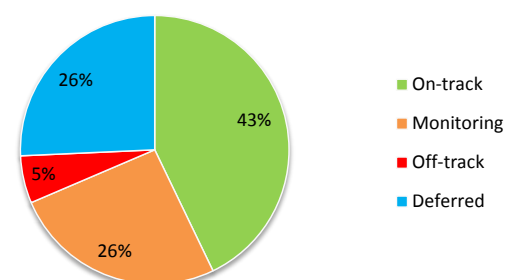
Status

On-track
Monitoring
Off-track
Deferred

Projects

15
9
2
9

Status of Projects



Status

On-track
Monitoring
Off-track
Deferred

Programs

4
0
0
0

Status of Programs



Updated 13 February 2015
CEO

Overview

The Shire of Morawa Corporate Business Plan Report sets out the key objectives to be achieved for the reporting year in question based on the Shire's Strategic Community Plan. In this case it is 2014/15. The report is presented to Council each month with an update on the status of each project and relevant program area and an assessment of the Corporate Business Plan (CBP) overall.

Objective: A friendly community that is healthy, passionate, caring and inclusive

Program Area: Recreation & Leisure

Goal: Provide and promote sport, recreation and leisure facilities and programs

Project	Priority	SCP Link	Who	12/13 \$	13/14 \$	14/15 \$	15/16 \$	Stakeholders	Progress (Including Performance Indicators)
1. Greater Sports Ground Project Project management 0.0 FTE 2014/15 Percentage Completed: 100%	High	3.5.2	CEO	0	2,800,000	0	0	Department of Sport and Recreation	<ul style="list-style-type: none"> Remaining paths to be done. Difficulties arranging quotes at this time. <hr/> Increased Sporting Participation <ul style="list-style-type: none"> Club membership numbers reported by clubs Increased Usage <ul style="list-style-type: none"> Additional events reported by Sporting Committee. To date: two events held
2. Sports Club Development Officer – Regional Project Project management 0 FTE Percentage Completed: 100%	Medium	3.1.7	CEO, Shire of Three Springs	0	12,500	12,500	12,500	<ul style="list-style-type: none"> Department of Sport and Recreation Shire of Three Springs Shire of Perenjori Shire of Mingenew 	<ul style="list-style-type: none"> Advised 26/02/14 Perenjori/Morawa/Three Springs submission successful (\$30,000 PA for two years from 2014/15.); Next steps: <ul style="list-style-type: none"> \$10,000 share allocated in 14/15 Budget to an existing function Lara Stanley has commenced employment in the role and had discussions with the CEO and CDO regarding required outcomes for Morawa. <hr/> Increased Support for Members & Volunteers <ul style="list-style-type: none"> Membership numbers Club Officials trained in financial and corporate governance <ul style="list-style-type: none"> Clubs report improvement
3. Recreational Facility Development: 3.1 Swimming Pool Upgrade	Medium	3.5.3	CEO	0	800,000 300,000	400,000	0 0	Department of Sport and Recreation	Swimming Pool (Works 2014/15 - \$757,578) <ul style="list-style-type: none"> CLGF funding of \$358,000 for 12/13 withheld as Shire had not acquitted a previous project within required

3.2 Construction of the Skate Park Project management 0.1 FTE Percentage Completed: 70% 3.1: 50% 3.2 100%									timelines. Request for reconsideration was declined; <ul style="list-style-type: none"> DSR contribution \$229,000 parked. (Submission seeking deferral made 29/04/14); Minister Redman agreed as a result of WALGA lobbying to re-include for 2014/15 Budget consideration; Council resolved at Feb 2014 Budget Review to fund gap by way of a loan. Currently on hold for now; CEO has provided further information to Shane Love for Minister Redman's information; DCEO met with consultants 6/03/14 to initiate program of works; CEO met with Eastman Poletti Sherwood on 2 September 2014. Steps: <ul style="list-style-type: none"> Filtration System and Shed included in 14/15 budget. Tenders have been requested with a closing date of 23 February 2015. Works to be completed following the pool season ending in April 2015. Skate Park. <ul style="list-style-type: none"> Shade sails to be installed in 14/15 subject to obtaining grant funding. A grant has been requested from Lotterywest. Lighting to be installed in 14/15 subject to obtaining grant funding. Reduction of Vandalism <ul style="list-style-type: none"> Maintenance costs (reduced) Improved School Attendance <ul style="list-style-type: none"> School attendance records
	Ongoing			775,000	790,000	805,000	821,000		Recurrent Cost post 2017: \$905,233 Staff Required: 3 FTE Cost YTD: \$742,057 Note: Expenditure for 2014/15 set at: \$712,501 (Swimming Pools & Other Recreation)

Program Area: Health Provision									
Goal: Support ongoing health care provision through existing arrangements									
Project	Priority	SCP Link	Who	12/13 \$	13/14 \$	14/15 \$	15/16 \$	Stakeholders	Progress (Including Performance Indicators)
Program Area Operating Cost: <ul style="list-style-type: none"> Support the implementation of the North Midlands Primary Care Project Support the provision of adequate GP services Support the Three Springs Dental Service Percentage Completed: 30%	Ongoing	3.1.1, 3.1.2, 3.1.3, 3.1.4		251,884	256,900	262,000	267,000		Note: <ul style="list-style-type: none"> Expenditure for 2014/15: \$254,120; Includes one off contribution to Mobile Dental Clinic of \$50,000: Recurrent Cost post 2017: \$272,000 Staff Required: 0.02 FTE Cost YTD: \$91,787

Program Area: Community Amenities									
Goal: Provide and promote sport, recreation and leisure facilities and programs									
Project	Priority	SCP Link	Who	12/13 \$	13/14 \$	14/15 \$	15/16 \$	Stakeholders	Progress (Including Performance Indicators)
4. Morawa Community Care Project management 0.6 FTE Percentage Completed: 85% 4 Units: 100% Management: 90%	High	1.9.1	CEO	528,800	420,718	40,000	40,000	Morawa Community Care	Construction 2013: <ul style="list-style-type: none"> Construction of the 4 units completed Cost post 2013/14 are recurrent costs. Will need revaluation Management: <ul style="list-style-type: none"> Committee commenced 18 March 2014 and identified action matrix; Draft service delivery plan and policies developed and considered 13/05/14; Handover of units underway 30 April 2014; Sean Fletcher has been engaged to finalise the transfer of the Morawa Aged Care Units to the Shire. The next committee meeting will take place on 19 August 2014. Transfer of land management order underway. A staff member has attended the REIWA course on 10 November 2014 in preparation for the handover. The CEO received an update on 8 December 2014. Despite numerous follow up by Sean Fletcher a draft agreement is being prepared by the DoH lawyers. Finalisation may not be until June 2015. The CEO is to call for expressions of interest for prospective

									tenants.
									Elderly people age in their home community <ul style="list-style-type: none"> Census figures Older people able to live independently <ul style="list-style-type: none"> Increase in number aged people staying in community
5. Refurbish Old Council Chambers Percentage Completed: 50%	High	1.7.3	CEO	0	220,000			LotteryWest	<ul style="list-style-type: none"> Capital Works for 2014/15 set at \$230,000. Funded: <ul style="list-style-type: none"> Lotterywest: 90,595 Reserve: 139,041 RDAF5 funding of \$89,990 abolished by Commonwealth Government. This means façade, exterior and lesser hall kitchen cannot go ahead; Lotterywest has indicated its funding is fine. Request to defer funding has been approved; DCEO met with Terry Baker and Laura Gray (Heritage Adviser) during Jan 2014 to confirm schedule of works: <ul style="list-style-type: none"> Roof to change from tile to colourbond; Change to roof material and other specification items approved by the Heritage Council; Tender specification for remaining works i.e chambers & admin area: <ul style="list-style-type: none"> PO met Terry Baker 29 April 2014 to confirm requirements; Approval to go to tender 21 August 2014 OCM; Currently awaiting quotes. If less than \$100k tender not required. CEO site meeting with Eastman Poletti Sherwood on 10 September to discuss specification. Drawings and specification have been received from EPS. Approval has been given by the Heritage Council. Tenders closed on 5 February 2015. A report is being submitted to the February 2015 Council meeting seeking endorsement of the recommended tenderer.
									Increased level volunteer activity

									<ul style="list-style-type: none"> Annual survey Volunteering statistics available every census Older people able to live independently <ul style="list-style-type: none"> Number community activities per year monitored Note: regular use is occurring.
6. Childcare Centre development Project management 0.2 FTE Percentage Completed: NA	Medium	3.1.8	CEO	0	0	0	0	<ul style="list-style-type: none"> Department of Communities Mid West Development Commission LotteryWest 	<ul style="list-style-type: none"> Deferred post 2015/16 Expected cost \$750,000 Expected completion date 2018 Additional childcare places available to the community <ul style="list-style-type: none"> Uptake of service Employment opportunities in the caring industry <ul style="list-style-type: none"> Number of people employed Respite care available to parents <ul style="list-style-type: none"> Respite visits number per annum
7. Community Group Support: <ul style="list-style-type: none"> Billaranga Arts Studio Morawa Historical Society Community events Morawa CRC Biennial Arts Festival Morawa Future Fund Community connectedness forum Morawa Chamber of Commerce Project management 0.1 FTE Percentage Completed: 20%	Medium	3.2.2, 3.2.4, 3.2.5, 3.4.1	CEO	35,000	35,000	35,000	35,000		<ul style="list-style-type: none"> Arts Festival successful (Shire contribution: \$11,000). Discussions recommenced re Future Fund (Scott Whithead & Stuart Griffiths) CEO engaged with CCI Power supply arranged for the Historical Society new shed. Costs 2014/15 <ul style="list-style-type: none"> YTD: <ul style="list-style-type: none"> Arts Festival \$1,102 Museum: \$0 Depreciation: \$0 Recurrent costs post 2016 are \$35,000 per annum Community events enhance liveability of community <ul style="list-style-type: none"> Reports to Council community groups Community feedback on events <ul style="list-style-type: none"> Annual community survey
8. Community Engagement and Communication Project management 0.05 FTE Percentage Completed: 0%	Medium	4.1.1, 4.1.2	CEO	1,020	1,020	1,020	1,020		Costs 2014/15 <ul style="list-style-type: none"> Met through Public Relations Budget (\$6,000) Recurrent costs post 2016 are \$1,020 per annum Good relationship between community

									and Council
									<ul style="list-style-type: none"> Annual community survey
9. Trails Strategy Project management 0.1 FTE Percentage Completed: 0%	Medium	1.7.2	CEO	0	0	260,000	0	<ul style="list-style-type: none"> LotteryWest Department of Regional Development 	Morawa Perenjori Wildflower Drive Trail <ul style="list-style-type: none"> R4R Grant required listed in 2013/14 Budget: \$467,000 - Pending Town Heritage Walk Trails 2014/15 <ul style="list-style-type: none"> \$65,000 Lotterywest application unsuccessful (7 March 2014) \$65,000 Shire contribution not budgeted Bush Trails 2014/15? <ul style="list-style-type: none"> \$65,000 application "parked" with Lotterywest subject to Council contribution ; \$65,000 Shire contribution required Recurrent cost post 2016: \$5,000 PA Increased level of community activity and activation trails <ul style="list-style-type: none"> Annual community survey

Objective: Protect and enhance the natural environment and sense of place

Program Area: Environment

Goal: Protect and enhance the natural environment

Project	Priority	SCP Link	Who	12/13 \$	13/14 \$	14/15 \$	15/16 \$	Stakeholders	Progress (Including Performance Indicators)
10. Waste Management – Regional Project Project management 0.15 FTE Percentage Completed: 20%	High	2.4	CEO, MWRC	0	360,000	0	0	Shires of Carnamah, Coorow, Mullewa, Perenjori, Three Springs and Mingenew	<ul style="list-style-type: none"> Capital works for tip set at \$265,000. Funded by Refuse Station Reserve Recurrent costs post 2016: \$60,000; Joint project identified between Shire of Morawa and Shire of Perenjori: <ul style="list-style-type: none"> DCEO successfully applied for \$5,000 in planning funding; Joint approach discussed on 9 December 2013 at meeting between Presidents, Deputy President and CEO's - Agreed this is a key project. Dallywater Consulting have developed strategic plan which was presented to Council on 17 July 2014 Application for funding in the Waste Authority Regional Funding Program was lodged on 27 June 2014. The assessment has been concluded and unfortunately the application was not

									<p>successful. The application was highly regarded but lack of site and proximity to Geraldton went against the proposal.</p> <ul style="list-style-type: none"> The CEO is arranging a meeting of CEOs from Morawa, Perenjori, Three Springs and Mingenew to discuss a regional solution. <hr/> <p>Coordinated waste management by Shires</p> <ul style="list-style-type: none"> Removal of waste to sub-regional station
11. Water Supply Development <p>Project management 0.05 FTE</p> <p>Percentage Completed: N/A</p>	Medium	1.4.1	CEO	0	0	0	Unknown	<ul style="list-style-type: none"> Water Corporation Department of Water 	<ul style="list-style-type: none"> Recurrent costs post 2016: Unknown Drainage re greening of the Town. Not until 2015/16 Stage Three SuperTowns. Subject to be raised with the Minister at the WALGA Convention in August 2014. <hr/> <p>Future water needs secured</p> <ul style="list-style-type: none"> Water storage constructed
12. Solar Thermal Power Station Feasibility Study <p>Project management 0.1 FTE</p> <p>Percentage Completed: 95%</p>	Medium	1.3.1	Project Officer	0	500,000	0	0	<ul style="list-style-type: none"> Western Power Public utilities Office 	<ul style="list-style-type: none"> Legal advice received re reallocation of \$500,000 to another project; Shire President and CEO met with Paul Rosair 17 February 2014 to discuss; Project suspended indefinitely; Letter issued to DRD 2 April 2014 seeking reallocation of funding to Airport Project. Business Plan has now been completed and was endorsed at the December 2015 OCM Adjusted the SCP at September 2014 Review Recurrent costs post 2016: \$60,000 <hr/> <p>Feasibility study completed</p> <ul style="list-style-type: none"> Completion. (Note: The feasibility study will not proceed) <p>Endorsement key agencies Satisfaction Western Power, Public utilities Office</p>
13. Water Supply Development and Waste Water Plant Upgrade	Medium	1.4.4, 2.1.1, 2.1.3	CEO	0	140,000	0	0	<ul style="list-style-type: none"> Watercorp 	<p>Works for 2013/14:</p> <ul style="list-style-type: none"> Set at \$70,000 for sewerage pond desludging;

Project management 0.05 FTE Percentage Completed: 100%									<ul style="list-style-type: none"> Scope of Works reduced to reflect budget; Works commenced 11 March 2014 and finished 31 March 2014 for \$32,000 (Leaving \$38,000). This means Stage 1 and 2 are now completed. Works for 2014/15 <ul style="list-style-type: none"> One pond remaining (\$49,681); Funding from Reserve. Recurrent costs post 2016:Unknown <hr/> Overflow managed in winter <ul style="list-style-type: none"> Nil events Improved use of waste water for irrigation <ul style="list-style-type: none"> Reduced potable water usage
14. Sustainability Program: <ul style="list-style-type: none"> Identify policies to manage carbon sequestration Implement the Climate Change and Adaption Plan Continue to manage feral flora and fauna Rehabilitate, protect and conserve Shire controlled land Support and promote environmental management practices Project management 0.1 FTE Percentage Completed: 83%	Medium	2.1.5, 2.1.6, 2.2.1, 2.2.2, 2.2.3	DCEO	0	0	0	0	•	2013/14 <ul style="list-style-type: none"> Costs are as per in accordance with the EHO role; Sequestration policies to be included in LPS and Strategy; The Climate Change Risk Assessment & Adaption Action Plan needs resources for this to happen in 2014/15; Flora & Fauna pests in conjunction with Department of Agriculture Bio-Security Officer in Morawa; Shire has rehabilitation policy in place; Environmental management practices are supported through implementation of relevant infrastructure; Continuing monitoring and upgrading of key facilities <hr/> Sustainability initiatives achieved <ul style="list-style-type: none"> Set of nominated activities achieved

Objective: A diverse, resilient and innovative economy

Program Area: Economic Services

Goal: Provide economic services that drive growth and development of the Shire

Project	Priority	SCP Link	Who	12/13 \$	13/14 \$	14/15 \$	15/16 \$	Stakeholders	Progress (Including Performance Indicators)
15. Develop Industry Training Centre Project management 0.1 FTE	High	1.2.8, 3.1.5	MEITA & Shire	0	508,404	0	0	<ul style="list-style-type: none"> MWDC, Durack Institute, Department of Training & Workforce 	<ul style="list-style-type: none"> Training Centre expenditure: <ul style="list-style-type: none"> 2013/14 set at \$433,908; Funded through Mid West Investment Plan; Business case reviewed and

Percentage Completed: 25%								Development, Karara Mining Limited	<p>submitted to MWRC Board 28 November 2013. Further changes completed:</p> <ul style="list-style-type: none"> Improve in-kind contribution re project management; Develop job description form for training coordinator. <ul style="list-style-type: none"> 13 December 2013 the MWDC Board approved funding for this project; Equipment costs queried before it can progress further; First part of funding should be received 2013/14, but works cannot commence at the Industrial units until the Ag School move out in August 2014; Final estimate received Business Case reviewed and submitted to MWDC. The business case needs to be re-drafted following discussions with the MWDC. Design and specifications to be prepared prior to tender process in October. Initial drawings prepared by EPS. Recurrent cost post 2016: \$80,000 <p>Students demand training and gain jobs in the mining industry as a result</p> <ul style="list-style-type: none"> Annual student numbers, conversion to employment <p>Specialist training provided through facility</p> <ul style="list-style-type: none"> Educational staff numbers (increase)
16. Migration Settlement Scheme (Research) Project management 0.3 FTE Percentage Completed: N/A	Medium	Super Town Growth Implementation Plan	CEO	0	0	0	0	<ul style="list-style-type: none"> Department of Immigration, Department of Training and Workforce Development 	<ul style="list-style-type: none"> Deferred post 2015/16 Expected cost \$45,000 <p>Sustainable increase in population</p> <ul style="list-style-type: none"> Population trends
17. Develop Additional Business Incubator Units Project management 0.2 FTE Percentage Completed: N/A	Medium	1.9.7	CEO	0	0	0	0	<ul style="list-style-type: none"> MWDC, MEITS 	<ul style="list-style-type: none"> Deferred post 2015/16 Costs not identified <p>New business established</p> <ul style="list-style-type: none"> New business establishment
18. Industry Attraction and Retention Project	High	1.2.5, 1.5.2	Super Towns Project	85,800	100,000	100,000	100,000	<ul style="list-style-type: none"> MWDC, MWCCI, Other Shires 	<p>2011/12</p> <ul style="list-style-type: none"> PRACYS developed Growth & Implementation Plan

<p>Regional Resource – Investment Coordinator: 1.25 FTE (Funded MWIP)</p> <p>Project management 0.08 FTE</p> <p>Percentage Completed: 83%</p>			Manager						<p>2012/13</p> <ul style="list-style-type: none"> PRACYS commenced North Midlands Economic Development Strategy (\$85,800 inc GST); Prospectus reviewed January 2013 <p>2013/14</p> <ul style="list-style-type: none"> PRACYS developing North Midlands Economic Development Strategy: <ul style="list-style-type: none"> Framework finalised December 2013 Working Group established Feb 2014 (CEOs meeting 13 April 2014 for briefing); Investment plan required (attraction process defined)? Funding of \$100,000 pa from CLGF/Mid West Investment Plan not requested?; Project requires revaluation <p>2014</p> <ul style="list-style-type: none"> Regional Resource Coordinator employed and prospectus issued? <hr/> <p>Service gaps filled</p> <ul style="list-style-type: none"> Reported by community <p>Increased business activity</p> <ul style="list-style-type: none"> Applications recorded Reported by CCI
<p>19. Local Tourism Industry Development</p> <p>Support Visitor Information Centre 0.02 FTE</p> <p>Project management 0.02 FTE</p> <p>Percentage Completed: 100%</p>	Medium	1.2.7, 1.2.10, 1.2.11	CEO	0	50,000	0	0	<ul style="list-style-type: none"> Wildflower Way Committee, Local Tourism Group 	<p>2013/14</p> <ul style="list-style-type: none"> CYDO is attending Wildflower Country Committee meetings. CEO attended June meeting. CEO has completed regional tourism project survey and attended the North Midlands Tourism Workshop 3 April 2014 (with CYDO and Tourism Centre members) as part of the Economic Blueprint process; Audit of 2010/11 Wildflower Way project completed 2 April 2014. Unfavourable report. A copy, including management responses, is attached. 13/14 \$40,000 allocated for the Caravan park Caretaker transportable accommodation to be cfwd to 14/15. <hr/> <p>Increase in visitor numbers</p>

									<ul style="list-style-type: none"> Visitor numbers Caravan park Wildflower Way project Completion of project
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Objective: Morawa is a comfortable and welcoming place to live, work and visit									
Program Area: Transport Infrastructure and Services									
Goal: Provide transport linkages and infrastructure which enables industry and community to grow and develop									
Project	Priority	SCP Link	Who	12/13 \$	13/14 \$	14/15 \$	15/16 \$	Stakeholders	Progress (Including Performance Indicators)
20. Upgrade Morawa Airport Project development support 0.02 FTE 13/14 Project management: 0.2 FTE – External 14/15 Asset management: 0.2 FTE - ongoing Percentage Completed: 50%	High	1.10.1, 1.10.2	Project Officer	0	40,000	1,000,000	1,500,000	RDAF	2013/14 <ul style="list-style-type: none"> Airport Masterplan: <ul style="list-style-type: none"> \$20,000 RADS - approved \$20,000 Shire funds Andrew Forte appointed to develop Masterplan. Shire President, ACEO met with Gavin Treasure 9 December 2013 confirming that that the Airport project is an “above the line” project; New airport road sealed Feb 2014; Andrew Forte met with DCEO 28 March 2014 and completed preliminary discussions and assessment. Draft management plan has been received and circulated to Elected Members. An EOI has been requested by MDC for \$900k funding. This was submitted by 11 July 2014. Business Plans have been requested by DRD for the reallocation of \$500k Solar Thermal funds and \$1m Blackspot funds. These are now complete and were endorsed by Council at the December 2014 OCM. 2014/15 Seal and upgrade runways and apron 2015/16 <ul style="list-style-type: none"> Provide Terminal Building <hr/> Commencement commercial facility <ul style="list-style-type: none"> Commencement Improved transport hub to the region <ul style="list-style-type: none"> Volume traffic flow Service hub RFDS <ul style="list-style-type: none"> Usage

21. Upgrade Major Roads and Annual Road Program Project management: 0.9 Percentage Completed: 8%	Medium	1.8	Works Manager	1,580,000	1,580,000	1,580,000	1,580,000	Department of Main Roads	2014/15 (\$1,107,475) YTD: \$86,144 <ul style="list-style-type: none"> Recurrent cost post 2016: \$1.6M <hr/> Road safety <ul style="list-style-type: none"> Survey Asset maintenance <ul style="list-style-type: none"> Improvement in asset ratios

Program Area Operating Cost: Percentage Completed: 69%	Ongoing		Works Manager	2,059,403	2,100,000	2,142,000	2,185,000		2014/15 (\$1,722,847) Staff Required: 11 FTE Cost YTD: \$1,193,200 Recurrent Cost post 2017: \$2.23M
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Program Area: Housing									
Goal: Provide housing for all needs (staff, aged, tourism) to facilitate growth and development									
Project	Priority	SCP Link	Who	12/13 \$	13/14 \$	14/15 \$	15/16 \$	Stakeholders	Progress (Including Performance Indicators)
22. Key Worker Housing Percentage Completed: N/A	Medium	1.9.3	CEO	0	0	0	0	Department of Housing	Project deferred until development of next corporate business plan
23. Staff Housing Project management 0.1 FTE Percentage Completed: N/A	High	1.9.5	CEO	0	0	350,000	350,000	Royalties for Regions - CLGF	2014/15 <ul style="list-style-type: none"> \$139,316 has been allocated for maintenance Recurrent cost post 2016: \$14,000 <hr/> Houses constructed <ul style="list-style-type: none"> Houses in place Staff satisfaction with housing <ul style="list-style-type: none"> Staff satisfaction (annual survey)

24. Expansion Van Park Project management 0.2 FTE Percentage Completed: N/A	Medium	1.2.9, 1.9.6	CEO	0	0	0	0		Project deferred until development of next corporate business plan: <ul style="list-style-type: none"> o 4 dwellings constructed; o Budget \$500,000 from Shire funds <hr/> Additional people stay in town <ul style="list-style-type: none"> • Accommodation statistics Additional expenditure <ul style="list-style-type: none"> • Increased estimated expenditure
25. Lifestyle Village for Aged Care Project management 0.3 FTE Percentage Completed: N/A	Medium	1.9.1	CEO EDO	0	0	0	0	MWDC, RFR – CLGF, Morawa Community Care	Project deferred until development of next corporate business plan: <ul style="list-style-type: none"> o Plan and feasibility study for additional aged care housing; o Budget \$10M from various sources.

Note:

No key activity is occurring for this goal in 2014/15

Program Area: ?									
Goal: ?									
Project	Priority	SCP Link	Who	12/13 \$	13/14 \$	14/15 \$	15/16 \$	Stakeholders	Progress (Including Performance Indicators)
26. Main Street Project Landcorp Project Management 1 FTE funded Project support: 0.5 FTE – External 13/14 Percentage Completed: 80% Stage 1: 100% Stage 2: 60%	High	1.7.1, 1.7.5, 1.6.1	Project Officer	0	3,536,000	2,200,000	0	SuperTownns Project – R4R	<ul style="list-style-type: none"> The main street of Morawa will be revitalised to provide new opportunities for community interaction and an increased level of retail and commercial services: <ul style="list-style-type: none"> Freight Realignment (Stage 1) - 2013/14/15 Civic Square (Stage 2) - 2013/14/15 Recurrent costs of \$50,000 Stage 3 deferred beyond 2015/16 Stage 4 deferred beyond 2015/15 Stage 5 commenced pending funding 2013/14 <ul style="list-style-type: none"> Additional funding of \$2.536M announced 12 February 2014. Tenders for freight road re-alignment: <ul style="list-style-type: none"> Practical Completion occurred on 26 August 2014. Tender specifications for Civic square have been developed during May 2014; <ul style="list-style-type: none"> Preferred tenderer (BCL Group) selected by Emerge and endorsed by Council on 31 July 2014. Work has commenced on project. BCL proposed a redesign due to ground levels. New design not acceptable to Council. Emerge have been requested to keep amended design close to the original. Amended design went to OCM in October. Expected completion for Stage 1 and 2 late March 2015 <hr/> Civic Square constructed <ul style="list-style-type: none"> Project opening April 2015
27. Wireless and Mobile Blackspot Coverage	High	1.3.2, 1.3.4	Project Officer	0	375,000	0	0	CLGF	Shire of Morawa coordinating update to project business case. Funding required is

<div>Project involves Shires of Morawa, Mingenew, Perenjori and Three Springs and MWDC</div> <div>Project management: 0.1</div> <div>Percentage Completed: 50%</div>									<div>as follows:</div> <div><div><div>Merkanooka (\$680,000)</div><div><div>CLGF – R: \$ 83,333</div><div>MWIP: \$534,167</div><div>Shire Funds: \$ 62,500</div></div></div><div><div>Morawa East High (\$942,000):</div><div><div>CLGF – R: \$500,000</div><div>MWIP: \$379,500</div><div>Shire Funds: \$ 62,500</div></div></div></div> <div><div>Business went to the MWDC Board on 28 February 2014;</div><div>Minister Redman announced 7 March 2014 \$1M approved from CLGF – R;</div><div>FAA for project received by CEO. Advised DRD awaiting outcome of MWIP decision before project milestones developed;</div><div>MWDC Board advised 19/03/14 it does not support EOI. Advice issued to participating shire presidents;</div><div>Issue also referred to Shane Love MLA to discuss with Minister Redman;</div><div>Council briefed on current position 20 March 2014. Indicated that funding should now go to the upgrading of the Morawa Airport;</div><div>CEOs have had preliminary discussions on allocation of funding to the Airport project;</div><div>Item will be required by Council to seek reallocation of funding (May OCM 2014);</div><div>Letter of support received from Shire of Mingenew 29 April 2014.</div><div>See comments under item 20.</div></div> <div><div>Note: The 2013/14 Budget contains an additional \$250,000 from the Community Development Reserve for electrical works</div><div>Meets community standards</div><div><div>Monitoring data speed</div><div>Increase coverage and reliability</div><div>Telstra</div></div></div>
28. Power Line Upgrade	Medium	1.4.2	MWDC	0	0	0	0	Wester Power	Project deferred until development of next

<p>Project management: 0.1</p> <p>Percentage Completed: N/A</p>									<p>corporate business plan:</p> <ul style="list-style-type: none"> o Must be externally funded; o Budget \$7M
<p>29. Land Development – Residential and Industrial</p> <p>Project management: Landcorp?</p> <p>Percentage Completed: 100%</p> <ul style="list-style-type: none"> • Residential: 100% • Industrial: 50% 	High	1.1.2	CEO	800,000 Landcorp	900,000 Landcorp			Landcorp	<p>Costs for 2012/13, 13/14 met by Landcorp:</p> <ul style="list-style-type: none"> • 38 residential lots • 50 industrial lots <p>2013/14 Residential Sub-division</p> <ul style="list-style-type: none"> • First stage of residential sub-division completed – 8 blocks <p>Industrial Sub-division</p> <ul style="list-style-type: none"> • First stage of industrial sub-division – 6 blocks. Clearing re Club Road completed 8 March 2014. It is intended to use the surplus from the Town Centre projects to fund the sealing of Club Road. • Stage two head works • Stage three – finalisation of roads <hr/> <p>Lots successfully developed</p> <ul style="list-style-type: none"> • Sale of lots
<p>30. Gateway Project Plans</p> <p>Project management: 0.1</p> <p>Percentage Completed: 10%</p>	High	1.2.3, 1.6.1	CEO	0	250,000	0	0	Sinosteel	<ul style="list-style-type: none"> • Designs received previously. Matters to be determined: level of funding, Munckton Road, the design (tower) • Funding sources : <ul style="list-style-type: none"> o Sinosteel: \$200,000. Stated in CBP confirmed. However, only \$30,000 put aside; o Shire: \$50,000 to be budgeted. Has not happened. o 13/14 Budget \$250,000 Sinosteel? o SMC are now offering \$100,000 o The CEO and SP have met with SMC on 17 July 2014 to discuss. SMC contribution to the gateway project. SMC agreed the contribution was not tied. • Recurrent costs post 2016 \$2,500 <hr/> <p>Formal entry will provide sense of place</p> <ul style="list-style-type: none"> • Annual community survey • Visitor survey conducted visitor centre

31. Omnibus Scheme Development Project management: 0.2 Percentage Completed: 80% <ul style="list-style-type: none"> • Omnibus: 80% • Urban Design: 80% • LP Strategy: 80% 	Medium	1.5.1	Planning Officer CEO	0	350,000	300,000	0	WAPC, EPA	2013/14 \$232,844 in Budget <ul style="list-style-type: none"> • Urban Design Guidelines developed: <ul style="list-style-type: none"> ◦ Individual meetings held with business owners; ◦ Staff briefed 25 February 2014; ◦ Community meeting to be rescheduled; ◦ Mike Davis briefed Council 17 April 2014 – matter deferred pending corrections submitted to May meeting • Omnibus amendments due 30/06/14, presented to Council 19 June 2014. • Public comment period closed 7 July 2014. No submissions received at present. • Scheme strategy changes due 30/09/14 <hr/> LP Strategy and Scheme <ul style="list-style-type: none"> • Completed report WAPC Omnibus <ul style="list-style-type: none"> • Completed report WAPC Urban design guidelines <ul style="list-style-type: none"> • Endorsement by Shire of Morawa as policy
32. Old Morawa Hospital Project management: 0.05 Percentage Completed: 80%	Medium	1.9.4	CEO	0	50,000	0	0	MWDC, R4R	2013/14 <ul style="list-style-type: none"> • \$50,000 not budgeted; • Technical report received 16/11/13. Cost of report: \$3,900 funded from Consultancy Services Admin; • Scope of report discussed with Council 11 February 2014; • Separate site visit and briefing completed 20 March 2014; • Extension for management order (Intention to Take): <ul style="list-style-type: none"> ◦ Sort by CEO/DCEO/PO 3 April 2014 as current order expires in May 2014; ◦ Order approved until further notice • Further resolution on use of site required. CEO to follow up with the Health Department maintenance and security issues. • CEO has obtained a legal opinion on the transfer of the building. This opinion is currently under review

										Hospital is renewed as community asset <ul style="list-style-type: none"> Project completion and new community use
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Objective: A collaborative and connected community with strong and vibrant leadership

Program Area: Governance and Leadership

Goal: Provide high levels of governance to lead and successfully manage the Shire and program of services for the community

Project	Priority	SCP Link	Who	12/13 \$	13/14 \$	14/15 \$	15/16 \$	Stakeholders	Progress (Including Performance Indicators)
33. Leadership and Mentoring – Young people Project management 0.01 FTE Percentage Completed: 20%	High	3.1.9	CYDO	0	120,000	120,000	120,000	<ul style="list-style-type: none"> Morawa Youth Centre 	2013/14 <ul style="list-style-type: none"> Operating \$112,634; Projects \$24,200 (Grants): <ul style="list-style-type: none"> Crime Prevention Grant application to be submitted for CCTV and Skate Park lighting (\$24,000); LDAG Event: 160 people attended; National Youth Event (Music Festival) 4 April 2014 2014/15 <ul style="list-style-type: none"> Operating \$158,892 YTD \$15,396; <hr/> Young people move into leadership role <ul style="list-style-type: none"> Number in community organisations and Council
34. Leadership and Advocacy Role: <ul style="list-style-type: none"> CBH to upgrade and extend facilities Lobby for access to education system Advocate with State Government to deliver NBN Advocate with Western Power for an upgrade of the Morawa Three Springs Feeder Lobby State Government to retain grain on rail Lobby for Roads Funding Engage with State Government re Kadji Kadji Station Advocate for visiting specialist and allied health 	High	1.2.1, 1.3.4	CEO	0	0	0	0	<ul style="list-style-type: none"> All major service providers, State and Australian Government Agencies 	Met through normal operating costs 2013/14 <ul style="list-style-type: none"> CBH: Has changed focus? No further action Education System: MEITA project – Interim Business Case completed; NBN: Satellite to Mt Campbell; Optic to Town; Western Power – Townsite has been upgraded, but feeder line under review see Status Report; Grain on Rail: Watching Brief; Kadji Kadji: Conservation watching brief; Specialist & Allied Health: <ul style="list-style-type: none"> GP expanding practice, RFDS Dental Van in place; Police & Emergency Services: LEMC and CESM Program in place; Participated in Northern Zone

<ul style="list-style-type: none"> Advocate for adequate police and emergency services <p>Project management 0.1 FTE</p> <p>Percentage Completed: 83%</p>									<p>Conference;</p> <p>Agencies and Service Providers meet community needs</p> <ul style="list-style-type: none"> Annual community survey
<p>35. Invest in Council's Capacity</p> <p>Oversee Management of Shire 0.1 FTE</p> <p>Integrated Strategic Planning Support: 0.2 FTE</p> <p>Annual Customer Survey: 0.1 FTE</p> <p>Percentage Completed: 83%</p>	High	4.3.1, 4.3.2, 4.3.3, 4.4.1, 4.4.2, 4.5.1, 4.5.2, 4.5.3, 4.6.1, 4.6.2, 4.7.1, 4.7.2, 4.8.1, 4.8.3	CEO	0	0	0	0		<p>Met through normal operating costs:</p> <p>Staff Training and Development</p> <ul style="list-style-type: none"> PWOH: \$26,578 Other Property & Services: \$8,438 <p>Professional Development Councillors</p> <ul style="list-style-type: none"> \$8,000. Zone Conference 28/29 March - completed <p>Traineeships</p> <ul style="list-style-type: none"> \$0. CII Student 1 day a week engaged <p>Whole of Life Costings</p> <ul style="list-style-type: none"> 12/13 Plant & Equipment not finished 13/14 Land & Buildings 14/15 Road Infrastructure 15/16 Furniture & Equipment <p>Implemented IPR Framework</p> <ul style="list-style-type: none"> SCP 21/06/12; CBP 20/06/13; Department requested modifications to SCP by 31 March 2014 – completed 25/03/14; SCP reviewed in September 2014. Risk Management policy, compliance plan and strategy now complete. Endorsed by Council November 2014. (Reg. 17). Commenced and completed in August 2014 by LGIS. Endorsed by Council in December 2014 <p>Review Council Policies and Local Laws</p> <ul style="list-style-type: none"> To be undertaken in March 2015. <p>Compliance with all Legislation and LG Act</p> <ul style="list-style-type: none"> Annual Compliance Return 2014 to be undertaken and submitted to March OCM. PID annual survey completed, 30 June 2014

									<ul style="list-style-type: none"> FOI annual return completed 30 June 2014 <p>Delivery of Services as Sub-Regional Hub</p> <ul style="list-style-type: none"> Ongoing Shared Services, further discussions to take place. <p>Annual Customer Surveys</p> <ul style="list-style-type: none"> Process to be revisited during 2014/15 <hr/> <p>Excellence in governance, management and leadership</p> <ul style="list-style-type: none"> Annual community survey
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Program Area Operating Cost: Percentage Completed: 34%	Ongoing		CEO	836,083	852,000	869,000	886,000		2014/15 (\$508,806) Staff Required: 1 FTE Members of Council Cost YTD: \$120,571 Governance - General Cost YTD: \$23,627 Recurrent Cost post 2017: \$903,000
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Assessment

The following matrix is a summary assessment on the status of the Corporate Business Plan:

Criterion	Key Requirements	Progress/Comment	Tracking
Assessment of Projects	Projects (35): Projects on-track: 14 Projects monitored: 5 Projects off-track: 7 Projects deferred: 9 Percentage Completed: 66% Program Areas-Operating (4):	Projects <ul style="list-style-type: none"> Staff resourcing in terms of key roles has been a constant issue regarding consistency and progressing of goals i.e. the long term vacancy of the CEO position; The second key issue has been the constant waiting on the approval of funding or resources for key projects: <ul style="list-style-type: none"> State Cabinet – continual delays whilst it makes a decision (Town Centre Revitalisation and Freight Road Re-alignment); 	

	<p>Monitor 2</p> <p>Off-track 2</p>	<ul style="list-style-type: none"> ○ Scrapping of Commonwealth funding programs e.g. RADF5 (Town Hall project); ○ Changes to Royalties for Regions (CLGF) funding or not meeting acquittal requirements (Includes key funding regarding the Morawa Swimming Pool); ○ MWDC requirement to continually review business cases; ○ Competition regarding the availability of bitumen for major road projects (has been secured for Feb 2014, so will be on track) <ul style="list-style-type: none"> • The majority of projects with monitoring status, although they have a low completion status, are on track in terms of where they are regarding the timeline of the project. <p>Program Areas-Operating</p> <p>Each program area – operating although they have a monitoring status and off-track status, are on track in terms of normal operations for this time of year.</p>	
Resource Capability (Staff)	<ul style="list-style-type: none"> • CBP: 2.08 FTE • Programs: 24.07 FTE • Project Officer funded externally • MWRC setting up support re: <ul style="list-style-type: none"> ○ Human Resource Management ○ Higher Level Financial Management ○ Engineering ○ Health and Building • Succession planning/mentoring 	<p>The key issue here is that the MWRC has dissolved and so is no longer in a position to provide additional support. In particular:</p> <ul style="list-style-type: none"> • HRM appears to be lacking; • Higher level financial management appears to be lacking; • Engineering support has fallen over; • Health and building support has fallen over. • CEO is currently assessing these issues. <p>The balance between SuperTowns and local government operations is impacting on staff. Key impacts include:</p> <ul style="list-style-type: none"> • The struggle to provide consistent governance support; • Records management constantly suffers; • Front line services constantly interrupt administration support. <p>Resource sharing with Shire of Perenjori is now being explored to help address the above. CEO has made contact with Perenjori CEO to discuss further.</p>	
Assets of the Shire	Whole of Life costs for the next 10 years are put at \$2,426,700 per annum	No change. However, this may change once the review of the asset management plans are completed at the end of 2015.	
Financial Estimates of the SCP	<p>Funding:</p> <ul style="list-style-type: none"> • Shire Contribution \$3,041,238 • CLGF – Regional: \$ 250,000 	<p>Funding:</p> <p>As per Assessment of Projects:</p> <ul style="list-style-type: none"> • CLGF – R for Mobile Blackspot Tower Project of \$583,333 (out of 	

	<ul style="list-style-type: none"> • CLGF – Local: \$ 718,000 • Mid West DC: \$3,049,980 • Other: \$5,147,500 <p>Financial Ratios</p> <ul style="list-style-type: none"> • It is not believed that the CBP will negatively impact on the ratios • Will need recalculation in line with the long term financial plan 	<p>\$1M approved 7 March 2014);</p> <ul style="list-style-type: none"> • CLGF – L 358,000 for 2012/13 is subject to reinstatement as part of the State Budget process for 2014/15 <p>Financial Ratios</p> <p>The 2013/14 auditor's report puts three ratios within acceptable limits and three that are borderline</p>	
Operational Risk Assessment	<p>Consists of three key elements:</p> <ul style="list-style-type: none"> • Systems • Processes • Resources 	<p>A Corporate Risk Management Plan and Matrix has been prepared for the Shire</p> <p>Document Management</p> <ul style="list-style-type: none"> • Staff is in the process of setting up electronic records management. <p>Project Management</p> <ul style="list-style-type: none"> • A project management policy has been prepared and was endorsed by Council at the October 2014 Council Meeting <p>Stakeholder Management System</p> <ul style="list-style-type: none"> • Not in place <p>ICT System</p> <ul style="list-style-type: none"> • Current system is adequate for needs. Requires optimisation of its use. An ICT Strategic Plan is required. <p>HR Processes</p> <ul style="list-style-type: none"> • Training and development is budgeted for; • Flexible work arrangements are in place; • Recruitment processes have been improved since November 2013 (recruitment start up sheet and interview assessment sheet introduced); <p>Workforce Planning and Cost Modelling</p> <ul style="list-style-type: none"> • Performance management system required; • Outstanding performance reviews need to be undertaken. These are yet to be completed. • A review of JDFs (PDs) required. <p>Skills Development</p> <p>See HR processes and Workforce Planning and Cost Modelling</p> <p>Workforce</p> <ul style="list-style-type: none"> • Corporate Business Plan monthly report developed and implemented December 2013; • Also see workforce planning and cost modelling. 	

		<p>Council</p> <ul style="list-style-type: none"> Engagement of community regarding the role of the Shire and Council's responsibilities is required; Review of the community engagement policy required; <p>Asset Base</p> <ul style="list-style-type: none"> Rationalisation of assets will occur with the adoption of the asset management plans; Collaborative regional processes that optimise the revenue base is occurring 	
Internal Analysis (Required Improvements)	<p>There are 10 key improvements required:</p> <ol style="list-style-type: none"> 1. Invest in electronic data management 2. Implement electronic project management 3. Stakeholder relationships managed electronically 4. Communication systems between staff and councillors 5. Formal HR mentoring for senior staff 6. Implement excellent HR systems 7. Effective job planning, detailed JDFs 8. Implement work output monitoring systems 9. Rationalise asset base at every opportunity 10. Continue to invest in regional processes that optimise Shire revenue base 	See Operational Risk Assessment	
Measuring Our Success	<p>The Key Performance Measures are:</p> <ul style="list-style-type: none"> Community satisfaction telecommunication services (AS); Community satisfaction town amenity (AS); Community satisfaction housing supply (AS); Community satisfaction other services (AS) Number houses built per year; Land availability for projects; 	<p>Annual Survey (AS) Outcomes:</p> <ul style="list-style-type: none"> Survey process is in place. Satisfaction levels developed based on Shire of Morawa Community Engagement Report 2012. <p>House Built Statistics:</p> <ul style="list-style-type: none"> To be determined (possibly 2 per annum) <p>Waste Targets</p> <ul style="list-style-type: none"> Closure of Landfill by 2015; Subregional centre in place 2015 <p>Primary Health Care Access (24 hour)</p> <ul style="list-style-type: none"> Increase satisfaction rating from 2.23 – 2.93. <p>Cultural Events</p> <ul style="list-style-type: none"> There are 12 – 15 events in place a year. 	

	<ul style="list-style-type: none"> • Nil waste targets achieved; • All residents able to access primary health care service within 24 hour target; • Number cultural events held; • Annual community satisfaction with cultural, heritage and recreation services (AS); • Volunteering rate each census period; • Community satisfaction with engagement with Council (AS); • Improvement in financial ratios • Low employee turnover • Successful fundraising for key projects 50% target 	<ul style="list-style-type: none"> • Arts festival in place <p>Volunteering Rate (ABS Census)</p> <ul style="list-style-type: none"> • To be ascertained <p>Financial Ratios</p> <ul style="list-style-type: none"> • These are now compiled and form part of the 2012/13 annual financial statements. <p>Employee Turnover</p> <ul style="list-style-type: none"> • Currently 7%. The benchmark for local government is 12%-16% <p>Successful Fundraising for key Projects = 50%</p> <ul style="list-style-type: none"> • Grants approved to date include: <ul style="list-style-type: none"> ◦ RADS funding \$20,000 to develop Airport Masterplan. Shire contribution will be \$20,000; ◦ DER - Waste Management Strategic Plan: \$5,000. Shire's contribution \$5,000. • It would be appropriate to develop a grants plan and matrix to Identify, track and summarise all grants received 	
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Legend

Off-track (0-49% completed)	
Monitor (50-69% completed)	
On-track (70 – 100% completed)	
Projects deferred	

7.2.6 Chief Executive Office

Date of Meeting: **17 March 2015**
Item No: **7.2.6.2**
Subject: **2014 Compliance Audit Return**
Date & Author: **10 March 2014 Nicholas Els**

Responsible Officer: **Chief Executive Officer**

Applicant/Proponent: **Chief Executive Officer**

File Number: **Adm: 0553**

Previous minute/s & Reference: **Various**

SUMMARY

The Department of Local Government has distributed the 2014 Compliance Audit Return for completion by the Shire of Morawa. The Compliance Audit Return is one of the tools that allow Councils to monitor how the organisation is functioning.

Each local government is to carry out a compliance audit for the period 1 January to 31 December 2014 against the requirements included in the 2014 Compliance Audit Return.

The Compliance Audit Return is to be:-

1. Presented to Council at a meeting of the Council;
2. Adopted by the Council; and
3. The adoption recorded in the minutes of the meeting at which it is adopted.

DECLARATION OF INTEREST

Nil

ATTACHMENTS

The Compliance Audit Return 2014

BACKGROUND INFORMATION

This year's return places emphasis on the need to bring to Council's attention cases of non-compliance or where full compliance was not achieved. In addition to explaining or qualifying cases of non-compliance, the return also requires Council to endorse any remedial action taken or proposed to be taken in regard to instances of non-compliance.

This year's return has again been prepared by electronic means of Local Government access and submission.

OFFICER'S COMMENT

An audit review has been carried out by the Shire of Morawa Chief Executive Officer as a means of ensuring compliance. A copy of the final completed Compliance Audit Return has been appended to this report.

COMMUNITY CONSULTATION

Nil

COUNCILLOR CONSULTATION

The 2014 Audit Report is presented to council at this briefing session for clarification of any questions or points of interest.

STATUTORY ENVIRONMENT

The Local Government Act (1995) and accompanying Regulations as detailed in the compliance return 2014

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Nil

RISK MANAGEMENT

Sound internal controls assists business organisations like the Shire of Morawa to minimise events of oversight and shortcomings as identified in the review as undertaken via the attached 2014 Compliance Audit Return

VOTING REQUIREMENT:

Absolute Majority

OFFICER'S RECOMMENDATION

It is recommended:-

Council resolve;

The 2014 Compliance Audit Return be adopted by Council.

This year's return has again been prepared by electronic means of Local Government access and submission.

OFFICER'S COMMENT

An audit review has been carried out by the Shire of Morawa Chief Executive Officer as a means of ensuring compliance. A copy of the final completed Compliance Audit Return has been appended to this report.

COMMUNITY CONSULTATION

Nil

COUNCILLOR CONSULTATION

The 2014 Audit Report is presented to council at this briefing session for clarification of any questions or points of interest.

STATUTORY ENVIRONMENT

The Local Government Act (1995) and accompanying Regulations as detailed in the compliance return 2014

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Nil

RISK MANAGEMENT

Sound internal controls assists business organisations like the Shire of Morawa to minimise events of oversight and shortcomings as identified in the review as undertaken via the attached 2014 Compliance Audit Return

VOTING REQUIREMENT:

Absolute Majority

OFFICER'S RECOMMENDATION

It is recommended:-

Council resolve;

The 2014 Compliance Audit Return be adopted by Council.

**Morawa - Compliance Audit Return 2014****Certified Copy of Return**

Please submit a signed copy to the Director General of the Department of Local Government and Communities together with a copy of section of relevant minutes.

Commercial Enterprises by Local Governments					
No	Reference	Question	Response	Comments	Respondent
1	s3.59(2)(a)(b)(c) F&G Reg 7,9	Has the local government prepared a business plan for each major trading undertaking in 2014.	N/A		Nicholas Els
2	s3.59(2)(a)(b)(c) F&G Reg 7,10	Has the local government prepared a business plan for each major land transaction that was not exempt in 2014.	N/A		Nicholas Els
3	s3.59(2)(a)(b)(c) F&G Reg 7,10	Has the local government prepared a business plan before entering into each land transaction that was preparatory to entry into a major land transaction in 2014.	N/A		Nicholas Els
4	s3.59(4)	Has the local government given Statewide public notice of each proposal to commence a major trading undertaking or enter into a major land transaction for 2014.	N/A		Nicholas Els
5	s3.59(5)	Did the Council, during 2014, resolve to proceed with each major land transaction or trading undertaking by absolute majority.	N/A		Nicholas Els



Delegation of Power / Duty					
No	Reference	Question	Response	Comments	Respondent
1	s5.16, 5.17, 5.18	Were all delegations to committees resolved by absolute majority.	N/A		Nicholas Els
2	s5.16, 5.17, 5.18	Were all delegations to committees in writing.	N/A		Nicholas Els
3	s5.16, 5.17, 5.18	Were all delegations to committees within the limits specified in section 5.17.	N/A		Nicholas Els
4	s5.16, 5.17, 5.18	Were all delegations to committees recorded in a register of delegations.	N/A		Nicholas Els
5	s5.18	Has Council reviewed delegations to its committees in the 2013/2014 financial year.	N/A		Nicholas Els
6	s5.42(1), 5.43 Admin Reg 18G	Did the powers and duties of the Council delegated to the CEO exclude those as listed in section 5.43 of the Act.	Yes		Nicholas Els
7	s5.42(1)(2) Admin Reg 18G	Were all delegations to the CEO resolved by an absolute majority.	Yes		Nicholas Els
8	s5.42(1)(2) Admin Reg 18G	Were all delegations to the CEO in writing.	Yes		Nicholas Els
9	s5.44(2)	Were all delegations by the CEO to any employee in writing.	N/A		Nicholas Els
10	s5.45(1)(b)	Were all decisions by the Council to amend or revoke a delegation made by absolute majority.	Yes		Nicholas Els
11	s5.46(1)	Has the CEO kept a register of all delegations made under the Act to him and to other employees.	Yes		nicholas
12	s5.46(2)	Were all delegations made under Division 4 of Part 5 of the Act reviewed by the delegator at least once during the 2013/2014 financial year.	Yes		nicholas
13	s5.46(3) Admin Reg 19	Did all persons exercising a delegated power or duty under the Act keep, on all occasions, a written record as required.	Yes		nicholas

Disclosure of Interest					
No	Reference	Question	Response	Comments	Respondent
1	s5.67	If a member disclosed an interest, did he/she ensure that they did not remain present to participate in any discussion or decision-making procedure relating to the matter in which the interest was disclosed (not including participation approvals granted under s5.68).	Yes		nicholas
2	s5.68(2)	Were all decisions made under section 5.68(1), and the extent of participation allowed, recorded in the minutes of Council and Committee meetings.	Yes		nicholas



No	Reference	Question	Response	Comments	Respondent
3	s5.73	Were disclosures under section 5.65 or 5.70 recorded in the minutes of the meeting at which the disclosure was made.	Yes		nicholas
4	s5.75(1) Admin Reg 22 Form 2	Was a primary return lodged by all newly elected members within three months of their start day.	Yes		nicholas
5	s5.75(1) Admin Reg 22 Form 2	Was a primary return lodged by all newly designated employees within three months of their start day.	Yes		nicholas
6	s5.76(1) Admin Reg 23 Form 3	Was an annual return lodged by all continuing elected members by 31 August 2014.	Yes		nicholas
7	s5.76(1) Admin Reg 23 Form 3	Was an annual return lodged by all designated employees by 31 August 2014.	Yes		nicholas
8	s5.77	On receipt of a primary or annual return, did the CEO, (or the Mayor/ President in the case of the CEO's return) on all occasions, give written acknowledgment of having received the return.	Yes		nicholas
9	s5.88(1)(2) Admin Reg 28	Did the CEO keep a register of financial interests which contained the returns lodged under section 5.75 and 5.76	Yes		nicholas
10	s5.88(1)(2) Admin Reg 28	Did the CEO keep a register of financial interests which contained a record of disclosures made under sections 5.65, 5.70 and 5.71, in the form prescribed in Administration Regulation 28.	Yes		nicholas
11	s5.88 (3)	Has the CEO removed all returns from the register when a person ceased to be a person required to lodge a return under section 5.75 or 5.76.	Yes		nicholas
12	s5.88(4)	Have all returns lodged under section 5.75 or 5.76 and removed from the register, been kept for a period of at least five years, after the person who lodged the return ceased to be a council member or designated employee.	Yes		nicholas
13	s5.103 Admin Reg 34C & Rules of Conduct Reg 11	Where an elected member or an employee disclosed an interest in a matter discussed at a Council or committee meeting where there was a reasonable belief that the impartiality of the person having the interest would be adversely affected, was it recorded in the minutes.	Yes		nicholas
14	s5.70(2)	Where an employee had an interest in any matter in respect of which the employee provided advice or a report directly to the Council or a Committee, did that person disclose the nature of that interest when giving the advice or report.	Yes		nicholas



No	Reference	Question	Response	Comments	Respondent
15	s5.70(3)	Where an employee disclosed an interest under s5.70(2), did that person also disclose the extent of that interest when required to do so by the Council or a Committee.	Yes		nicholas
16	s5.103(3) Admin Reg 34B	Has the CEO kept a register of all notifiable gifts received by Council members and employees.	Yes		nicholas

Disposal of Property

No	Reference	Question	Response	Comments	Respondent
1	s3.58(3)	Was local public notice given prior to disposal for any property not disposed of by public auction or tender (except where excluded by Section 3.58(5)).	N/A		nicholas
2	s3.58(4)	Where the local government disposed of property under section 3.58(3), did it provide details, as prescribed by section 3.58(4), in the required local public notice for each disposal of property.	Yes		nicholas

Elections

No	Reference	Question	Response	Comments	Respondent
1	Elect Reg 30G (1)	Did the CEO establish and maintain an electoral gift register and ensure that all 'disclosure of gifts' forms completed by candidates and received by the CEO were placed on the electoral gift register at the time of receipt by the CEO and in a manner that clearly identifies and distinguishes the candidates.	Yes		nicholas

Finance

No	Reference	Question	Response	Comments	Respondent
1	s7.1A	Has the local government established an audit committee and appointed members by absolute majority in accordance with section 7.1A of the Act.	Yes		nicholas
2	s7.1B	Where a local government determined to delegate to its audit committee any powers or duties under Part 7 of the Act, did it do so by absolute majority.	N/A		nicholas
3	s7.3	Was the person(s) appointed by the local government to be its auditor, a registered company auditor.	Yes		nicholas
4	s7.3	Was the person(s) appointed by the local government to be its auditor, an approved auditor.	Yes		nicholas
5	s7.3, 7.6(3)	Was the person or persons appointed by the local government to be its auditor, appointed by an absolute majority decision of Council.	Yes		nicholas



No	Reference	Question	Response	Comments	Respondent
6	Audit Reg 10	Was the Auditor's report for the financial year ended 30 June 2014 received by the local government within 30 days of completion of the audit.	Yes		nicholas
7	s7.9(1)	Was the Auditor's report for 2013/2014 received by the local government by 31 December 2014.	Yes		nicholas
8	S7.12A(3), (4)	Where the local government determined that matters raised in the auditor's report prepared under s7.9 (1) of the Act required action to be taken by the local government, was that action undertaken.	Yes		nicholas
9	S7.12A(3), (4)	Where the local government determined that matters raised in the auditor's report (prepared under s7.9 (1) of the Act) required action to be taken by the local government, was a report prepared on any actions undertaken.	Yes		nicholas
10	S7.12A(3), (4)	Where the local government determined that matters raised in the auditor's report (prepared under s7.9 (1) of the Act) required action to be taken by the local government, was a copy of the report forwarded to the Minister by the end of the financial year or 6 months after the last report prepared under s7.9 was received by the local government whichever was the latest in time.	Yes		nicholas
11	Audit Reg 7	Did the agreement between the local government and its auditor include the objectives of the audit.	Yes		nicholas
12	Audit Reg 7	Did the agreement between the local government and its auditor include the scope of the audit.	Yes		nicholas
13	Audit Reg 7	Did the agreement between the local government and its auditor include a plan for the audit.	Yes		nicholas
14	Audit Reg 7	Did the agreement between the local government and its auditor include details of the remuneration and expenses to be paid to the auditor.	Yes		nicholas
15	Audit Reg 7	Did the agreement between the local government and its auditor include the method to be used by the local government to communicate with, and supply information to, the auditor.	Yes		nicholas



Local Government Employees					
No	Reference	Question	Response	Comments	Respondent
1	Admin Reg 18C	Did the local government approve the process to be used for the selection and appointment of the CEO before the position of CEO was advertised.	Yes		nicholas
2	s5.36(4) s5.37(3), Admin Reg 18A	Were all vacancies for the position of CEO and other designated senior employees advertised and did the advertising comply with s.5.36(4), 5.37(3) and Admin Reg 18A.	Yes		nicholas
3	Admin Reg 18F	Was the remuneration and other benefits paid to a CEO on appointment the same remuneration and benefits advertised for the position of CEO under section 5.36(4).	Yes		nicholas
4	Admin Regs 18E	Did the local government ensure checks were carried out to confirm that the information in an application for employment was true (applicable to CEO only).	Yes		nicholas
5	s5.37(2)	Did the CEO inform council of each proposal to employ or dismiss a designated senior employee.	Yes		Nicholas Els

Official Conduct					
No	Reference	Question	Response	Comments	Respondent
1	s5.120	Where the CEO is not the complaints officer, has the local government designated a senior employee, as defined under s5.37, to be its complaints officer.	N/A		nicholas
2	s5.121(1)	Has the complaints officer for the local government maintained a register of complaints which records all complaints that result in action under s5.110(6)(b) or (c).	Yes		nicholas
3	s5.121(2)(a)	Does the complaints register maintained by the complaints officer include provision for recording of the name of the council member about whom the complaint is made.	Yes		nicholas
4	s5.121(2)(b)	Does the complaints register maintained by the complaints officer include provision for recording the name of the person who makes the complaint.	Yes		nicholas
5	s5.121(2)(c)	Does the complaints register maintained by the complaints officer include provision for recording a description of the minor breach that the standards panel finds has occurred.	Yes		nicholas
6	s5.121(2)(d)	Does the complaints register maintained by the complaints officer include the provision to record details of the action taken under s5.110(6)(b) (c).	Yes		nicholas



Tenders for Providing Goods and Services					
No	Reference	Question	Response	Comments	Respondent
1	s3.57 F&G Reg 11	Did the local government invite tenders on all occasions (before entering into contracts for the supply of goods or services) where the consideration under the contract was, or was expected to be, worth more than the consideration stated in Regulation 11(1) of the Local Government (Functions & General) Regulations (Subject to Functions and General Regulation 11(2)).	Yes		nicholas
2	F&G Reg 12	Did the local government comply with F&G Reg 12 when deciding to enter into multiple contracts rather than inviting tenders for a single contract.	Yes		nicholas
3	F&G Reg 14(1)	Did the local government invite tenders via Statewide public notice.	Yes		nicholas
4	F&G Reg 14, 15 & 16	Did the local government's advertising and tender documentation comply with F&G Regs 14, 15 & 16.	Yes		nicholas
5	F&G Reg 14(5)	If the local government sought to vary the information supplied to tenderers, was every reasonable step taken to give each person who sought copies of the tender documents or each acceptable tenderer, notice of the variation.	Yes		nicholas
6	F&G Reg 18(1)	Did the local government reject the tenders that were not submitted at the place, and within the time specified in the invitation to tender.	Yes		nicholas
7	F&G Reg 18 (4)	In relation to the tenders that were not rejected, did the local government assess which tender to accept and which tender was most advantageous to the local government to accept, by means of written evaluation criteria.	Yes		nicholas
8	F&G Reg 17	Did the information recorded in the local government's tender register comply with the requirements of F&G Reg 17.	Yes		nicholas
9	F&G Reg 19	Was each tenderer sent written notice advising particulars of the successful tender or advising that no tender was accepted.	Yes		nicholas
10	F&G Reg 21 & 22	Did the local governments's advertising and expression of interest documentation comply with the requirements of F&G Regs 21 and 22.	Yes		nicholas
11	F&G Reg 23(1)	Did the local government reject the expressions of interest that were not submitted at the place and within the time specified in the notice.	N/A		nicholas



No	Reference	Question	Response	Comments	Respondent
12	F&G Reg 23(4)	After the local government considered expressions of interest, did the CEO list each person considered capable of satisfactorily supplying goods or services.	Yes		nicholas
13	F&G Reg 24	Was each person who submitted an expression of interest, given a notice in writing in accordance with Functions & General Regulation 24.	Yes		nicholas
14	F&G Reg 24E	Where the local government gave a regional price preference in relation to a tender process, did the local government comply with the requirements of F&G Reg 24E in relation to the preparation of a regional price preference policy (only if a policy had not been previously adopted by Council).	N/A		nicholas
15	F&G Reg 11A	Does the local government have a current purchasing policy in relation to contracts for other persons to supply goods or services where the consideration under the contract is, or is expected to be, \$100,000 or less.	Yes		nicholas

I certify this Compliance Audit return has been adopted by Council at its meeting on _____

Signed Mayor / President, Morawa

Signed CEO, Morawa

- 7.2.6.4 Correspondence
- 7.2.6.5 Information Bulletin

- 8. New Business of an Urgent Nature**
- 9. Applications for Leave of Absence**
- 10. Motions of Which Previous Notice Has Been Given**
- 11. Questions from Members without Notice**
- 12. Meeting Closed**
 - 12.1 Matters for which the meeting may be closed
 - 12.2 Public reading of resolutions that may be made public
- 13. Closure**

Next Meeting

Ordinary Meeting 16th April 2015