



**AGENDA FOR THE
ORDINARY COUNCIL MEETING
TO BE HELD ON
THURSDAY 16th APRIL 2015**



THURSDAY 16th APRIL 2015

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Ordinary Meeting 21st May, 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:

1. 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.
2. This notice must be given to the Chief Executive Officer prior to the meeting.
3. It is the responsibility of the individual Councillor or Committee Member to disclose a Financial interest. If in doubt, seek appropriate advice.
4. 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:

1. PARTICULARS OF DECLARATION GIVEN TO MEETING
2. PARTICULARS RECORDED IN MINUTES
3. 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. Given to Chief Executive Officer	
2. Placed on Status/Information Report	
3. Action Recorded on Report	

1 Declaration of Opening

The Shire President to declare that the meeting open at 5.30pm

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

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 March 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>	16 April 2015
<i>Item No:</i>	7.2.1
<i>Subject:</i>	Status Report – March 2015
<i>Date & Author:</i>	8 April 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 March 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 March 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. 		
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. 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 	DCEO	Dec-12

			<p>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
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 	CEO	Jun-30

			<p>Board re MWIP funding, which in turn is still subject to final approval by Cabinet.</p> <ul style="list-style-type: none"> • 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 and leaves the recently awarded \$1M from the County Local Government Fund (CLGF) Regional component to this project at a loose end; ○ 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 		
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			<p>matter re the MWDC and funding from the MWIP. The author also then provided supporting information to Mr Love;</p> <ul style="list-style-type: none"> ○ 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. • 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 was endorsed at the 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				
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 was endorsed at the December 2014 Council meeting. 	CEO	In Progress

	Manager Accounting & Finance				
	Nil			MAF	
	Project Officer				
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 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>	16th April 2015
<i>Item No:</i>	7.2.2.1
<i>Subject:</i>	Accounts Due For Payment
<i>Date & Author:</i>	9th April, Jenny Mutter Finance Officer
<i>Responsible Officer:</i>	Finance Officer
<i>Applicant/Proponent:</i>	Manager Accounting & Finance Fred Gledhill
<i>File Number:</i>	ADM0135
<i>Previous minute/s & Reference:</i>	

SUMMARY

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

DECLARATION OF INTEREST

Nil

ATTACHMENTS

List of accounts Due & Submitted to council 16th April 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 off accounts paid by the CEO is to prepare each month showing for each account paid since the last such list was prepared.

OFFICER’S COMMENT

Nil

COMMUNITY CONSULTATION

Nil

COUNCILLOR CONSULTATION

Nil

STATUTORY ENVIRONMENT

LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS
1996 – REG 13

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

As per list of accounts

STRATEGIC IMPLICATIONS

Nil

RISK MANAGEMENT

Nil

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 7235 to EFT 7349 inclusive, amounting to \$366,230.44
- Municipal Cheque Payments numbered 11365 to 11383 totalling \$62,775.83
- Municipal Direct Debit Payments Numbers DD4325.1 to DD4366.1 amounting to \$20,875.40
- Payroll for March 2015
11/03/2015 - \$50,789.94
25/03/2015 - \$52,460.78

Be endorsed.

Chq/EFT	Date	Name	Description	Amount
EFT7235	03/03/2015	Star Track Express	Freight for the bins	138.24
EFT7236	03/03/2015	Landmark Operations Limited	Gas	94.27
EFT7237	03/03/2015	Midwest Chemical & Paper Distributors	Purchases	824.00
EFT7238	03/03/2015	IT Vision Australia Pty Ltd	Rates and property Workshop - Katrina	1078.00
EFT7239	03/03/2015	Chadson Engineering Pty Ltd	Pool stone	90.49
EFT7240	03/03/2015	Hitachi Construction Machinery (Australia) Pty Ltd	Parts	1347.72
EFT7241	03/03/2015	S & K Electrical Contracting Pty Ltd	repairs	1368.24
EFT7242	03/03/2015	Canine Control	Ranger Services	1856.32
EFT7243	03/03/2015	GH Country Courier	Freight from Central west pumps	34.49
EFT7244	03/03/2015	Courier Australia	Freight from Snap printing	10.21
EFT7245	03/03/2015	Vidguard Security Systems	Monitoring Fees	102.00
EFT7246	03/03/2015	Bob Waddell Consultant	Assistance with the 2014/15 Budget	4896.76
EFT7247	03/03/2015	Morawa Rural Enterprises	Tyres	675.35
EFT7248	03/03/2015	G.C. Sales (W.A.)	10 x 240lt wheelie bins	737.00

Chq/EFT	Date	Name	Description	Amount
EFT7249	03/03/2015	Central West Pump Service	Circulation pump	847.00
EFT7250	03/03/2015	CS Legal	Advice on the Deed between the Minister for Sept of Health and the Shire	1729.00
EFT7251	03/03/2015	Geraldton TV and Radio Services Co.	3 Antennas	267.00
EFT7252	03/03/2015	Covs Parts Pty Ltd	Various Purchases	897.97
EFT7253	03/03/2015	MacDonald Johnston	Brushes	1326.12
EFT7254	03/03/2015	Central Midwest Service	Tree roots removal	154.00
EFT7255	03/03/2015	Central West Concrete PTY LTD	Supply of concrete	418.00
EFT7256	03/03/2015	Bernadette Sasse	Early Rate incentive Prize 2014/15	500.00
EFT7257	06/03/2015	Emerge Associates	Fees	7260.00
EFT7258	06/03/2015	Building Civil and Landscapes	Progress claim 5	192059.61
EFT7259	06/03/2015	Karen Jeanette Chappel	State council allowance	1800.00
EFT7260	06/03/2015	Polly Jackman	Refund on hall hire 12/2/2015	500.00
EFT7261	12/03/2015	Australian Services Union	Payroll deductions	100.40
EFT7262	12/03/2015	Herbert Edward Kenyon	Kids care Cleaning of chairs	210.00
EFT7263	12/03/2015	J.R. & A. Hersey Pty Ltd	Various items	287.98

Chq/EFT	Date	Name	Description	Amount
EFT7264	12/03/2015	Kats Rural	Shed	1794.30
EFT7265	12/03/2015	Geraldton Business Machines & Services	Maint agreement and printer charges	1761.26
EFT7266	12/03/2015	McDonalds Wholesalers	Parts	25.70
EFT7267	12/03/2015	GH Country Courier	Freight from MM Electrical	24.64
EFT7268	12/03/2015	WA Local Government Association	Advertising tender for old council building	7631.75
EFT7269	12/03/2015	CS Legal	Legal Fees	762.80
EFT7270	12/03/2015	Espresso Essential (WA) Pty Ltd	Purchases	230.61
EFT7271	12/03/2015	Covs Parts Pty Ltd	Parts	643.41
EFT7272	12/03/2015	Colliers International	Rental	423.85
EFT7273	12/03/2015	Indian Ocean Blinds	Supply 1 canvas movie screen bag	185.00
EFT7274	13/03/2015	Els & Associates Pty Ltd	Claim Number 2 for the Period 2-6 March and 9/13 march 2015, 11 days 88 hours	7227.00
EFT7275	16/03/2015	Karen Jeanette Chappel	Pres fees and sitting Fees Jan to March 2015	8250.00
EFT7276	16/03/2015	Mark & Bronwyn Thornton	Sitting Fees Jan to March 15	2000.00
EFT7277	16/03/2015	DJ & JM Coaker	Purchases	2000.00
EFT7278	16/03/2015	Dean Carslake	Dept. President allowance and sitting	3062.50

Chq/EFT	Date	Name	Description	Amount
			Fees March 15	
EFT7279	16/03/2015	Debbie Collins	Sitting Fees Jan to March 2015	2000.00
EFT7280	16/03/2015	Darren S Agar	Sitting Fees Jan to March 15	2000.00
EFT7281	16/03/2015	Morawa IGA	Purchases	574.65
EFT7282	16/03/2015	Morawa News & Gifts	Purchases	359.32
EFT7283	16/03/2015	Herbert Edward Kenyon	Cleaning	2651.25
EFT7284	16/03/2015	Star Track Express	Freight	114.49
EFT7285	16/03/2015	Morawa Traders	Purchases	584.95
EFT7286	16/03/2015	BL & MJ Thornton Waste Removal Services	Waste removal Feb 2015	8172.78
EFT7287	16/03/2015	Landgate	Land enquiry	24.00
EFT7288	16/03/2015	Geraldton Fuel Company Pty Ltd	Card purchases	1723.98
EFT7289	16/03/2015	Reliance Petroleum	Card purchases	1356.48
EFT7290	16/03/2015	S & K Electrical Contracting Pty Ltd	Upgrade switchboard and smoke detectors	3256.00
EFT7291	16/03/2015	Canine Control	Ranger Services	928.16
EFT7292	16/03/2015	GH Country Courier	Freight	169.39

Chq/EFT	Date	Name	Description	Amount
EFT7293	16/03/2015	Sigma Companies Group Pty Ltd	Chlorine	256.30
EFT7294	16/03/2015	Mitchell & Brown	DVD Player	99.00
EFT7295	16/03/2015	Espresso Essential (WA) Pty Ltd	Purchases	66.10
EFT7296	16/03/2015	Staples	Printing charges	954.01
EFT7297	16/03/2015	The Butcher Shop	Paints	1017.13
EFT7298	16/03/2015	Chemicals Australia Operations	Chlorine	811.80
EFT7299	16/03/2015	Star Track Express	Freight	191.72
EFT7300	16/03/2015	Department of Fire and Emergency Services	2015/15 ESL Quarter 3	11146.33
EFT7301	16/03/2015	Morawa Drapery Store	Purchases	419.85
EFT7302	16/03/2015	Landmark Operations Limited	Purchases	538.00
EFT7303	16/03/2015	Midwest Chemical & Paper Distributors	Purchases	69.53
EFT7304	16/03/2015	Landgate	Mining Tenements	36.55
EFT7305	16/03/2015	Orica Australia	Packaging	229.15
EFT7306	16/03/2015	Think Water Geraldton	Water parts	764.65
EFT7307	16/03/2015	Canine Control	Ranger Services	928.16
EFT7308	16/03/2015	Courier Australia	Freight	19.06

Chq/EFT	Date	Name	Description	Amount
EFT7309	16/03/2015	The West Australian	Advertisement	385.20
EFT7310	16/03/2015	Australian Communications and Media Authority	Apparatus licencing	578.00
EFT7311	16/03/2015	Bunnings Group Limited	Purchases	245.82
EFT7312	16/03/2015	Shire of Perenjori	2 buckets of chlorine	360.00
EFT7313	16/03/2015	Central West Pump Service	supply of pump	2571.80
EFT7314	16/03/2015	Neverfail Springwater Limited	Cooler Fee	14.30
EFT7315	16/03/2015	Covs Parts Pty Ltd	Parts	249.10
EFT7316	16/03/2015	Porter Consulting Engineers	Work Completed	5280.00
EFT7317	16/03/2015	Coates Hire	Water cart hire	1310.93
EFT7318	16/03/2015	Central Midwest Service	Repairs	583.00
EFT7319	16/03/2015	Morawa SES	Fuel Reimbursement	136.02
EFT7320	16/03/2015	Griffin Valuation Advisory	Consultancy Services	7564.61
EFT7321	16/03/2015	Josh Oliveri Auto Electrics	Repairs	203.50
EFT7322	16/03/2015	3E Consulting Engineers Pty Ltd	Electrical design and documentation	2442.00
EFT7323	16/03/2015	WIALKI Electronics	Repairs	1276.00

Chq/EFT	Date	Name	Description	Amount
EFT7324	16/03/2015	Darren Darch	Snake awareness training	185.00
EFT7325	16/03/2015	National Centre For Suicide Prevention Training (WA) Inc	Trainer Fees	3899.00
EFT7326	18/03/2015	Australian Taxation Office	Bas for February 2015	9895.00
EFT7327	19/03/2015	Chadson Engineering Pty Ltd	Purchase	66.00
EFT7328	19/03/2015	Courier Australia	Freight	86.56
EFT7329	19/03/2015	Burgess Rawson (WA) Pty Ltd	Rent	137.50
EFT7330	19/03/2015	Geraldton Toyota	Car Service	404.07
EFT7331	19/03/2015	Leading Edge Computers Dongara & Geraldton	Purchase	76.00
EFT7332	19/03/2015	Morawa Rural Enterprises	Purchase	1005.25
EFT7333	19/03/2015	AMA Services (WA) Pty Ltd	Purchase and Freight	2617.00
EFT7334	19/03/2015	Alinta Sales Pty Ltd	Power Bill	624.82
EFT7335	19/03/2015	Clean Up Australia	Items For clean Up Day	1133.15
EFT7336	19/03/2015	Kirby Swim Equip	Purchases	2591.60
EFT7337	24/03/2015	BOC Limited	Purchases	183.79

Chq/EFT	Date	Name	Description	Amount	
EFT7338	24/03/2015	Kats Rural	Purchases	186.10	
EFT7339	24/03/2015	Morawa Traders	Purchases	477.35	
EFT7340	24/03/2015	Morawa Roadhouse	Purchases	185.00	
EFT7341	24/03/2015	Cramer & Neill	Repair	3688.20	
EFT7342	24/03/2015	Cordell	Membership Renew	936.10	
EFT7343	24/03/2015	Bob Waddell Consultant	Assistance	66.00	
EFT7344	24/03/2015	Midwest Windscreens	Repairs	1130.80	
EFT7345	27/03/2015	Australian Services Union	Payroll deductions	100.40	
EFT7346	30/03/2015	PB & SJ OFFSZANKA	Reimbursement for Anzac Event	541.50	
EFT7347	30/03/2015	Emerge Associates	Claim	9572.20	
EFT7348	30/03/2015	Department of Environment Regulation	Annual Fee	2214.39	
EFT7349	30/03/2015	Morawa RSL	Reimbursement for the RSL from Paying Wilson's Signs invoice	1931.60	EFT Totals \$366,230.44
11365	03/03/2015	St John Ambulance	First aid course for 10 people	1990.00	
11366	03/03/2015	Synergy	Usage	17879.94	
11367	03/03/2015	Synergy	Usage	1023.55	

Chq/EFT	Date	Name	Description	Amount
11368	03/03/2015	Telstra Corporation Limited	Usage	2834.86
11369	03/03/2015	Synergy	Usage	1240.60
11370	05/03/2015	Water Corporation	Water Usage	20825.56
11371	12/03/2015	Shire of Morawa	Petty cash Recoup March 2015	333.85
11372	12/03/2015	Water Corporation	Water charges	56.43
11373	12/03/2015	Synergy	Usage	145.75
11374	16/03/2015	Synergy	Supply	85.90
11375	16/03/2015	Telstra Corporation Limited	Usage	434.89
11376	16/03/2015	Morawa Licensed Post Office Emmlee's	Postage for the Month of Feb 15	263.80
11377	16/03/2015	City of Greater Geraldton	Regional Meeting Fees	163.00
11378	16/03/2015	City of Greater Geraldton	Environment Health Service	550.00
11379	16/03/2015	Jason Sign makers	Road signs	1107.70
11380	16/03/2015	Hoppys Parts R Us	Parts	4971.75
11381	16/03/2015	Black Ash Solutions Pty Ltd	Health Black Consulting	6600.00
11382	19/03/2015	Telstra Corporation Limited	Phone Bill	2240.70
11383	24/03/2015	Synergy	Power	27.55
				Chq Totals \$62,775.83

Chq/EFT	Date	Name	Description	Amount
DD4325.1	11/03/2015	WA Local Government Superannuation Plan	Payroll deductions	7518.73
DD4325.2	11/03/2015	AMP LIFE LTD - SUPERANNUATION	Superannuation contributions	218.18
DD4325.3	11/03/2015	BT FINANCIAL GROUP	Superannuation contributions	288.65
DD4325.4	11/03/2015	MLC Nominees Pty Ltd	Superannuation contributions	210.78
DD4325.5	11/03/2015	Asteron Client Services	Superannuation contributions	126.81
DD4325.6	11/03/2015	HOSTPLUS	Superannuation contributions	128.25
DD4325.7	11/03/2015	Concept One	Superannuation contributions	201.88
DD4325.8	11/03/2015	IOOF	Superannuation contributions	456.00
DD4353.1	25/03/2015	WA Local Government Superannuation Plan	Payroll deductions	7722.32
DD4353.2	25/03/2015	AMP LIFE LTD - SUPERANNUATION	Superannuation contributions	204.80
DD4353.3	25/03/2015	BT FINANCIAL GROUP	Superannuation contributions	288.65
DD4353.4	25/03/2015	MLC Nominees Pty Ltd	Superannuation contributions	210.78
DD4353.5	25/03/2015	Asteron Client Services	Superannuation contributions	142.08
DD4353.6	25/03/2015	Australian Super	Superannuation contributions	69.83
DD4353.7	25/03/2015	HOSTPLUS	Superannuation contributions	172.43
DD4353.8	25/03/2015	Concept One	Superannuation contributions	201.88

Chq/EFT	Date	Name	Description	Amount
DD4353.9	25/03/2015	IOOF	Superannuation contributions	456.00
DD4358.1	04/03/2015	Westnet Pty Ltd	Internet for March 15	214.75
DD4360.1	30/03/2015	Westnet Pty Ltd	Internet for the Doctors	179.85
DD4362.1	02/03/2015	Ricoh Finance	Copier Lease March 2015	294.59
DD4364.1	12/03/2015	BOQ Finance	Copier Lease	301.16
DD4366.1	05/03/2015	Bankwest	MasterCard purchases Feb paid in March 15	1267.00
	11/03/2015	Payroll		50,789.94
	25/03/2015	Payroll		52,460.78
				DD Totals \$20,875.40

Totals
Eft- \$366,230.44
Chq- \$62,775.83
DD's - \$20,875.40
Payroll - \$103,250.72
Total for March \$553,132.39

<i>Date of Meeting:</i>	16 April 2015
<i>Item No:</i>	7.2.2.2
<i>Subject:</i>	Reconciliations March, 2015
<i>Date & Author:</i>	09 April 2015, Fred Gledhill Manager Accounting & Finance
<i>Responsible Officer:</i>	Fred Gledhill / Jenny Mutter
<i>Applicant/Proponent:</i>	Manager Accounting & Finance Fred Gledhill
<i>File Number:</i>	ADM0189
<i>Previous minute/s & Reference:</i>	

SUMMARY

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

DECLARATION OF INTEREST

Nil

ATTACHMENTS

Nil

BACKGROUND INFORMATION

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

OFFICER'S COMMENT

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

BANK BALANCES AS AT 31st MARCH, 2014

Account	2015
Municipal Account #	\$1,230,983.47
Trust Account	\$8,860.55
Business Telenet Saver (Reserve) Account	\$5,887,429.29
WA Treasury O/night Facility (Super Towns) Account	\$1,405,807.97

BANK RECONCILIATION BALANCES

The Bank Reconciliation Balances for 31st March, 2015 with a comparison for 31st March, 2014 is as follows:

Account	2014	2015
Municipal Account #	\$1,162,781.54	\$1,230,983.47
Trust Account	\$17,924.70	\$8,860.55
Reserve Account	\$7,582,929.23	\$7,293,237.26

RESERVE ACCOUNT

The Reserve Funds of \$7,293,237.26 as at 31st march, 2015 were invested in:-

- Bank of Western Australia \$5,887,429.29 in the Business Telenet Saver Account and
- \$1,405,807.97 in the WA Treasury O/Night Facility.

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

	2014	2015
Sports Complex Upgrade Reserve	\$383,833.47	\$0.00
Land & Building Reserve	\$5,003.16	\$5126.34
Plant Reserve	\$625,191.10	\$739,125.37
Leave Reserve	\$130,414.47	\$220,551.88
Economic Development Reserve	\$103,047.31	\$105,584.08
Sewerage Reserve	\$42,640.68	\$79,285.09
Unspent Grants & Contributions Reserve	\$178,232.29	\$854,838.64
Community Development Reserve	\$1,452,055.16	\$1,487,801.05
Water Waste Management Reserve	\$0.00	\$0.00
Future Funds Reserve	\$2,100,271.91	\$2,151,975.25
Morawa Community Trust Reserve	\$24,576.92	\$18,844.19
Aged Care Units Reserve	\$8,608.18	8,820.08
Transfer Station Reserve	\$319,546.38	\$195,067.51
S/Towns Revitalisation Reserve	\$1,684,069.76	\$867,556.83
ST Solar Thermal Power Station Reserve	\$525,438.44	\$538,251.14
Business Units Reserve	\$0.00	\$20,409.81
TOTAL	\$7,582,929.23	\$7,293,237.26

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 Revitalization 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 31st March, 2015 be received.

<i>Date of Meeting:</i>	16 April 2015
<i>Item No:</i>	7.2.2.3
<i>Subject:</i>	Monthly Financial Statements
<i>Date & Author:</i>	9th April, 2015, Fred Gledhill Manager Accounting & Finance
<i>Responsible Officer:</i>	Manager Accounting & Finance
<i>Applicant/Proponent:</i>	Manager Accounting & Finance Fred Gledhill
<i>File Number:</i>	
<i>Previous minute/s & Reference:</i>	

INTRODUCTION

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

COMMENT

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

STATUTORY ENVIRONMENT

The 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 31st March, 2015.



SHIRE OF MORAWA
MONTHLY STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY 2014 TO 31 MARCH 2015

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SHIRE OF MORAWA

STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2014 TO 31 MARCH 2015

	NOTE	March 2015 Actual \$	March 2015 Y-T-D Budget \$	2014/15 Budget \$	Variations Actuals to Budget \$	Variations Actual Budget to Y-T-D %	
Operating							
Revenues/Sources	1,2						
Governance		9,899	6,372	99,469	(64,703)	(86.73%)	▼
General Purpose Funding		1,344,337	1,332,838	1,771,830	11,499	0.86%	
Law, Order, Public Safety		26,507	40,789	56,425	(14,282)	(35.01%)	▼
Health		4,119	7,410	13,910	(3,291)	(44.41%)	▼
Education and Welfare		29,461	337,435	451,500	(307,974)	(91.27%)	▼
Housing		35,834	38,160	101,470	(2,326)	(6.10%)	
Community Amenities		427,447	494,991	1,875,532	(67,544)	(13.65%)	▼
Recreation and Culture		108,677	78,619	741,147	30,058	38.23%	▲
Transport		1,029,151	2,958,005	3,034,974	(1,928,854)	(65.21%)	▼
Economic Services		116,929	300,936	949,685	(184,007)	(61.14%)	▼
Other Property and Services		116,992	73,482	101,566	43,510	59.21%	▲
		<u>3,249,353</u>	<u>5,669,037</u>	<u>9,197,507</u>	<u>(2,487,914)</u>	<u>(42.68%)</u>	
(Expenses)/(Applications)	1,2						
Governance		(296,533)	(336,082)	(487,308)	68,948	18.87%	▼
General Purpose Funding		(108,880)	(135,342)	(186,774)	26,462	19.55%	▼
Law, Order, Public Safety		(87,918)	(123,158)	(160,132)	35,240	28.61%	▼
Health		(162,973)	(225,467)	(301,800)	62,494	27.72%	▼
Education and Welfare		(184,228)	(449,218)	(725,601)	264,990	58.99%	▼
Housing		(93,623)	(75,372)	(174,422)	(18,251)	(24.21%)	▲
Community Amenities		(315,605)	(404,648)	(526,191)	89,043	22.01%	▼
Recreation & Culture		(877,633)	(700,901)	(905,233)	(176,732)	(25.21%)	▲
Transport		(1,440,979)	(1,318,495)	(1,722,847)	(122,484)	(9.29%)	
Economic Services		(377,329)	(459,850)	(593,829)	82,521	17.95%	▼
Other Property and Services		(248,837)	(38,000)	(29,037)	(210,837)	(554.83%)	▲
		<u>(4,194,538)</u>	<u>(4,266,533)</u>	<u>(5,813,176)</u>	<u>101,394</u>	<u>(1.69%)</u>	
Net Result Excluding Rates		(945,185)	1,402,504	3,384,331	(2,386,520)		
Adjustments for Non-Cash (Revenue) and Expenditure							
(Profit)/Loss on Asset Disposals	4	(3,636)	7,446	14,036	(11,082)	148.83%	▼
Movement in Leave Reserve (Added Back)		3,959	0	0	3,959	0.00%	
Movement in Deferred Pensioner Rates/ESL (no Rounding Adjustment)		0	0	0	0	0.00%	
Movement in Employee Benefit Provisions (non-Rounding Adjustment)		0	0	0	0	0.00%	
Depreciation on Assets		1,055,973	819,711	1,093,212	236,262	(28.82%)	▲
Capital Revenue and (Expenditure)							
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	(75,661)	(795,163)	(925,865)	719,502	90.48%	▼
Purchase Plant and Equipment	3	(55,407)	(923,048)	(1,090,078)	867,641	94.00%	▼
Purchase Furniture and Equipment	3	(16,322)	(21,250)	(25,000)	4,928	23.19%	
Purchase Infrastructure Assets - Roads	3	(1,540,198)	(2,149,086)	(2,561,561)	608,888	28.33%	▼
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	(4,993)	(24,819)	(49,641)	19,826	79.88%	▼
Purchase Infrastructure Assets - Airfields	3	0	(2,600,000)	(2,600,000)	2,600,000	100.00%	▼
Purchase Infrastructure Assets - Playground Et	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	(727,774)	(3,361,483)	(4,124,517)	2,633,709	78.35%	▼
Proceeds from Disposal of Assets	4	16,364	66,813	69,091	(50,449)	(75.51%)	▼
Repayment of Debentures	5	(42,920)	(43,288)	(66,467)	368	0.85%	
Proceeds from New Debentures	5	0	82,503	110,000	(82,503)	(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	(246,227)	(361,723)	(444,153)	115,496	31.93%	▼
Transfers from Restricted Asset (Reserves)	6	2,073,248	4,021,858	5,184,561	(1,948,610)	(48.45%)	▼
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	<u>1,532,799</u>	<u>(1,809,026)</u>	<u>0</u>	<u>3,341,825</u>	<u>184.73%</u>	
Amount Raised from Rates	8	<u>(1,438,387)</u>	<u>(1,467,823)</u>	<u>(1,466,525)</u>	<u>29,436</u>	<u>(2.01%)</u>	

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

Material Variations Symbol

Above Budget Expectations ▲

Below Budget Expectations ▼

Greater than 10,000 and greater than 10%

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 31 MARCH 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 31 MARCH 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 31 MARCH 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 construction/road base original surfacing and major re-surfacing - bituminous seals	not depreciated 50 years 20 years
Gravel roads clearing and earthworks construction/road base gravel sheet	not depreciated 50 years 12 years
Formed roads (unsealed) clearing and earthworks construction/road base	not depreciated 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 31 MARCH 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 31 MARCH 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 31 MARCH 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 31 MARCH 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 operationg 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 31 MARCH 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 31 MARCH 2015

3. ACQUISITION OF ASSETS	2014/15 Budget \$	March 2015 YTD Budget \$	March 2015 Actual \$
The following assets have been acquired during the period under review:			
By Program			
Governance			
Upgrade to Old Council Chambers	230,000	230,000	14,578.95
General Purpose Funding			
Health			
Ford Sedan (Doctor Vehicle)	32,500	24,372	0.00
Housing			
Staff Housing - Lot 375 Barnes- Benschtops/patio	14,000	10,494	49,489.00
Staff Housing - Lot 377 Barnes - Repaint bathroom/lift ceiling roc	6,000	4,500	0.00
Staff Housing - Lot 347 Broad Avenue- bathroom renovations	12,500	9,369	0.00
Staff Housing - Lot 372 (7) White Ave - Replace Lino	3,000	2,250	0.00
Aged Person Units x 4 -fence	6,000	4,200	1,754.70
Community Amenities			
Cemetery Upgrade	4,365	4,365	0.00
Sewerage Upgrade	49,682	34,762	0.00
Sewerage Upgrade	0	0	3,460.00
Construction of Transfer Station	1,220,000	1,220,000	225.00
Compactors/Transfer Bins for Transfer Station	40,000	40,000	0.00
Storage Shed/Land for Transfer Station	355,000	354,992	0.00
Recreation and Culture			
Morawa Town Hall Kitchen Rendering	110,000	82,494	0.00
Swimming Pool Lane Ropes	15,000	11,250	10,786.76
Upgrade to Pool Pump House	170,000	84,999	0.00
Pool Pump and Filtration System	587,578	440,676	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	4,992.91
Skate Park	28,200	14,100	0.00
Transport			
Road Construction			
- Rural Roads Construction	854,000	821,455	167,019.58
- 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	70,000	0.00
Morawa Perenjori Trails Project	467,000	326,900	0.00
Caravan Park RV Waste dumpsite	4,000	4,000	0.00
Investment in North Midlands Solar Thermal Power	40,000	28,000	0.00
Phase 2 - Road Freight Alignment	1,519,596	1,139,688	1,373,178.67
Phase 1 - Civic Square/Pedestrian Crossing	0	0	372,012.92
Phase 2 - Road Freight Alignment	2,255,635	1,691,721	355,535.78
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>9,874,849</u>	<u>2,423,817.81</u>

SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2014 TO 31 MARCH 2015

3. ACQUISITION OF ASSETS (Continued)	2014/15 Budget \$	March 2015 YTD Budget \$	March 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	795,163	75,660.65
Plant and Equipment	1,090,078	923,048	55,406.82
Furniture and Equipment	25,000	21,250	16,321.98
Infrastructure Assets - Roads	2,561,561	2,149,086	1,540,198.25
Infrastructure Assets - Footpaths	36,650	0	3.50
Infrastructure Assets - Drainage	0	0	0.00
Infrastructure Assets - Parks & Ovals	49,641	24,819	4,992.91
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	3,361,483	727,773.70
	<u>11,413,312</u>	<u>9,874,849</u>	<u>2,423,818</u>

SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2014 TO 31 MARCH 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 \$	March 2015 Actual \$	2014/15 Budget \$	March 2015 Actual \$	2014/15 Budget \$	March 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 \$	March 2015 Actual \$	2014/15 Budget \$	March 2015 Actual \$	2014/15 Budget \$	March 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 \$	March 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 31 MARCH 2015

5. INFORMATION ON BORROWINGS
(a) Debenture Repayments

Particulars	Principal 1-Juli-14	New Loans		Principal Repayments		Principal Outstanding	
		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	26,070	13,805	132,581	146,846
Loan 134 - 2 Broad Street	114,055	0	0	20,112	20,112	93,943	93,943
Loan 135 - Staff Housing	37,722	0	0	18,285	9,003	19,437	28,719
Recreation & Culture							
Loan 139 - Hall Kitchen Rendering	0	110,000	0	0	0	110,000	0
	312,428	110,000	0	66,467	42,920	355,961	289,508

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 31 MARCH 2015

5. INFORMATION ON BORROWINGS (Continued)

(b) New Debentures - 2014/15

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

SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2014 TO 31 MARCH 2015

	2014/15 Budget \$	March 2015 Actual \$	Projected 2015 Actual \$
6. RESERVES - CASH BACKED			
(a) Leave Reserve			
Opening Balance	216,594	216,593	216,593
Amount Set Aside / Transfer to Reserve	59,746	3,959	59,606
Amount Used / Transfer from Reserve	(59,000)	0	(97,250)
	<u>217,340</u>	<u>220,552</u>	<u>178,949</u>
(b) Sports and Recreation Facilities Reserve			
Opening Balance	0	0	0
Amount Set Aside / Transfer to Reserve	0	0	0
Amount Used / Transfer from Reserve	0	0	0
	<u>0</u>	<u>0</u>	<u>0</u>
(c) Plant Reserve			
Opening Balance	679,388	679,387	679,387
Amount Set Aside / Transfer to Reserve	184,042	109,738	208,844
Amount Used / Transfer from Reserve	(388,409)	(50,000)	(268,409)
	<u>475,021</u>	<u>739,125</u>	<u>619,822</u>
(d) Building Reserve			
Opening Balance	5,034	5,034	5,034
Amount Set Aside / Transfer to Reserve	110	92	107
Amount Used / Transfer from Reserve	0	0	0
	<u>5,144</u>	<u>5,126</u>	<u>5,141</u>
(e) Economic Development Reserve			
Opening Balance	103,689	103,689	103,689
Amount Set Aside / Transfer to Reserve	2,272	1,895	2,204
Amount Used / Transfer from Reserve	0	0	0
	<u>105,961</u>	<u>105,584</u>	<u>105,893</u>
(f) Community Development Reserve			
Opening Balance	1,461,097	1,461,098	1,461,098
Amount Set Aside / Transfer to Reserve	47,020	26,704	31,063
Amount Used / Transfer from Reserve	(389,041)	0	(389,041)
	<u>1,119,076</u>	<u>1,487,802</u>	<u>1,103,120</u>
(g) Sewerage Reserve			
Opening Balance	77,862	77,862	77,862
Amount Set Aside / Transfer to Reserve	1,706	1,423	1,655
Amount Used / Transfer from Reserve	(49,682)	0	(49,682)
	<u>29,886</u>	<u>79,285</u>	<u>29,835</u>
(h) Unspent Grants and Contributions Reserve			
Opening Balance	2,001,459	2,001,459	2,001,459
Amount Set Aside / Transfer to Reserve	28,860	21,628	28,745
Amount Used / Transfer from Reserve	(1,992,855)	(1,168,248)	(1,992,855)
	<u>37,464</u>	<u>854,839</u>	<u>37,349</u>

SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2014 TO 31 MARCH 2015

	2014/15 Budget \$	March 2015 Actual \$	Projected 2015 Actual \$
6. RESERVES (Continued)			
(i) Business Units Reserve			
Opening Balance	20,043	20,043	20,043
Amount Set Aside / Transfer to Reserve	20,439	366	20,426
Amount Used / Transfer from Reserve	0	0	0
	<u>40,482</u>	<u>20,409</u>	<u>40,469</u>
(j) Morawa Community Trust Reserve			
Opening Balance	24,730	18,482	18,482
Amount Set Aside / Transfer to Reserve	542	362	435
Amount Used / Transfer from Reserve	(16,196)	0	(8,000)
	<u>9,076</u>	<u>18,844</u>	<u>10,917</u>
(k) Morawa Community Future Funds Reserve			
Opening Balance	2,113,351	2,113,351	2,113,351
Amount Set Aside / Transfer to Reserve	66,312	38,624	44,930
Amount Used / Transfer from Reserve	0	0	0
	<u>2,179,663</u>	<u>2,151,975</u>	<u>2,158,281</u>
(l) Refuse Transfer Station Reserve			
Opening Balance	191,567	191,566	191,566
Amount Set Aside / Transfer to Reserve	4,198	3,501	4,073
Amount Used / Transfer from Reserve	(95,000)	0	(95,000)
	<u>100,765</u>	<u>195,067</u>	<u>100,639</u>
(m) Aged Care Units Reserve			
Opening Balance	8,662	8,662	8,662
Amount Set Aside / Transfer to Reserve	190	158	184
Amount Used / Transfer from Reserve	-	0	0
	<u>8,852</u>	<u>8,820</u>	<u>8,846</u>
(n) ST-N/Midlands Solar Thermal Power			
Opening Balance	528,654	528,654	528,654
Amount Set Aside / Transfer to Reserve	11,585	9,597	11,380
Amount Used / Transfer from Reserve	(500,000)	0	(500,000)
	<u>40,239</u>	<u>538,251</u>	<u>40,034</u>
(o) ST-Morawa Revitalisation Reserve			
Opening Balance	1,694,377	1,694,377	1,694,377
Amount Set Aside / Transfer to Reserve	17,131	28,180	36,473
Amount Used / Transfer from Reserve	(1,694,378)	(855,000)	(1,694,378)
	<u>17,130</u>	<u>867,557</u>	<u>36,472</u>
Total Cash Backed Reserves	4,386,099	7,293,236	4,475,767

SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2014 TO 31 MARCH 2015

	2014/15 Budget \$	March 2015 Actual \$	Projected 2015 Actual \$
6. RESERVES (Continued)			
Summary of Transfers To Cash Backed Reserves			
Transfers to Reserves			
Leave Reserve	59,746	3,959	59,606
Sports and Recreation Facilities Reserve	0	0	0
Plant Reserve	184,042	109,738	208,844
Building Reserve	110	92	107
Economic Development Reserve	2,272	1,895	2,204
Community Development Reserve	47,020	26,704	31,063
Sewerage Reserve	1,706	1,423	1,655
Unspent Grants and Contributions Reserve	28,860	21,628	28,745
Business Units Reserve	20,439	366	20,426
Morawa Community Trust Reserve	542	362	435
Morawa Community Future Fund Reserve	66,312	38,624	44,930
Refuse Transfer Station Reserve	4,198	3,501	4,073
Aged Care Units Reserve	190	158	184
ST-N/Midlands Solar Thermal Power	11,585	9,597	11,380
ST-Morawa Revitalisation Reserve	17,131	28,180	36,473
	<u>444,153</u>	<u>246,227</u>	<u>450,125</u>
Transfers from Reserves			
Leave Reserve	(59,000)	0	(97,250)
Sports and Recreation Facilities Reserve	0	0	0
Plant Reserve	(388,409)	(50,000)	(268,409)
Building Reserve	0	0	0
Economic Development Reserve	0	0	0
Community Development Reserve	(389,041)	0	(389,041)
Sewerage Reserve	(49,682)	0	(49,682)
Unspent Grants and Contributions Reserve	(1,992,855)	(1,168,248)	(1,992,855)
Business Units Reserve	0	0	0
Morawa Community Trust Reserve	(16,196)	0	(8,000)
Morawa Community Future Fund Reserve	0	0	0
Refuse Transfer Station Reserve	(95,000)	0	(95,000)
Aged Care Units Reserve	0	0	0
ST-N/Midlands Solar Thermal Power	(500,000)	0	(500,000)
ST-Morawa Revitalisation Reserve	(1,694,378)	(855,000)	(1,694,378)
	<u>(5,184,561)</u>	<u>(2,073,248)</u>	<u>(5,094,615)</u>
Total Transfer to/(from) Reserves	<u>(4,740,408)</u>	<u>(1,827,021)</u>	<u>(4,644,490)</u>

SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2014 TO 31 MARCH 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 - R4R funds

Aged Persons Units Reserve

To be used for the construction of 4 Aged Care Units at the Morawa Perenjori Health Centre R4R Mid West

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 31 MARCH 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	1,231,533
Cash - Restricted Unspent Grants	0	317,600	0
Cash - Restricted Unspent Loans	0	0	0
Cash - Restricted Reserves	9,126,507	9,120,259	7,293,238
Rates - Current	166,160	166,707	330,660
Sundry Debtors	159,396	159,396	98,569
GST Receivable	120,492	120,492	33,678
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>9,014,306</u>
LESS: CURRENT LIABILITIES			
Sundry Creditors	(105,954)	(106,044)	(19,177)
Income Received in Advance	(26,953)	0	(23,875)
GST Payable	(164,271)	(164,271)	(13,325)
Payroll Creditors	0	0	0
Accrued Expenditure	0	0	0
Other Payables	7,885	(13,695)	(13,856)
Withholding Tax Payable	0	0	0
Payg Payable	(30,104)	(30,104)	(31,276)
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>(432,367)</u>
NET CURRENT ASSET POSITION	9,512,089	9,443,852	8,581,939
Less: Cash - Reserves - Restricted	(9,126,507)	(9,120,259)	(7,293,238)
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	220,552
Add Back : Current Loan Liability	0	66,467	23,546
SURPLUS/(DEFICIENCY) C/FWD	<u>602,176</u>	<u>606,653</u>	<u>1,532,799</u>

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2014 TO 31 MARCH 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	(28)	0	1,167,653	1,167,680
UV Mining	27.45800	19	471,650	129,506	45	0	129,551	129,506
Sub-Totals		500	59,470,122	1,487,733	4,689	0	1,492,422	1,487,733
Minimum Rates	Minimum \$							
GRV Residential/Commercial	257	54	42,985	13,878	0	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	1,244	0	8,708	7,464
Sub-Totals		73	103,086	23,141	1,244	0	24,385	23,141
Ex-Gratia Rates								
							1,516,807	1,510,874
Discounts							5,331	5,950
Rates Written Off							1,522,138	1,516,824
Movement in Excess Rates							(56,423)	(49,000)
							(373)	(1,300)
							(26,963)	0
Totals							1,438,389	1,466,524

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

The general rates detailed above for the 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 31 MARCH 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	(24)	560
BCITF/BRB Training Levy	107	1,285	(1,079)	313
DPI Licensing	0	0	0	0
Morawa Oval Function Centre	1,762	0	0	1,762
	<u>10,525</u>	<u>2,205</u>	<u>(3,868)</u>	<u>8,862</u>

SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2014 TO 31 MARCH 2015

10. OPERATING STATEMENT

	March 2015 Actual \$	2014/15 Budget \$	2013/14 Actual \$
OPERATING REVENUES			
Governance	9,899	99,469	15,946
General Purpose Funding	2,782,726	3,238,354	2,318,384
Law, Order, Public Safety	26,507	56,425	45,722
Health	4,119	13,910	9,533
Education and Welfare	29,461	451,500	18,710
Housing	35,834	101,470	50,675
Community Amenities	427,447	1,875,532	479,151
Recreation and Culture	108,677	741,147	929,733
Transport	1,029,151	3,034,974	1,532,340
Economic Services	116,929	949,685	2,753,230
Other Property and Services	116,992	101,566	134,705
TOTAL OPERATING REVENUE	4,687,742	10,664,031	8,288,128
OPERATING EXPENSES			
Governance	296,533	487,308	445,701
General Purpose Funding	108,880	186,774	216,542
Law, Order, Public Safety	87,918	160,132	214,281
Health	162,973	301,800	211,764
Education and Welfare	184,228	725,601	248,473
Housing	93,623	174,422	115,909
Community Amenities	315,605	526,191	616,295
Recreation & Culture	877,633	905,233	968,776
Transport	1,440,979	1,722,847	1,979,877
Economic Services	377,329	593,829	594,151
Other Property and Services	248,837	29,037	(17,347)
TOTAL OPERATING EXPENSE	4,194,538	5,813,176	5,594,421
CHANGE IN NET ASSETS RESULTING FROM OPERATIONS	493,204	4,850,855	2,693,707

SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2014 TO 31 MARCH 2015

11. BALANCE SHEET

	March 2015 Actual \$	2013/14 Actual \$
CURRENT ASSETS		
Cash Assets	8,524,771	9,716,577
Receivables	476,630	460,291
Inventories	12,905	12,905
TOTAL CURRENT ASSETS	9,014,306	10,189,773
NON-CURRENT ASSETS		
Receivables	5,302	5,302
Inventories	0	0
Property, Plant and Equipment	26,751,940	27,180,582
Infrastructure	22,767,059	20,983,302
TOTAL NON-CURRENT ASSETS	49,524,301	48,169,186
TOTAL ASSETS	58,538,607	58,358,959
CURRENT LIABILITIES		
Payables	101,508	372,142
Interest-bearing Liabilities	23,546	66,467
Provisions	307,312	307,312
TOTAL CURRENT LIABILITIES	432,366	745,921
NON-CURRENT LIABILITIES		
Interest-bearing Liabilities	245,961	245,962
Provisions	41,323	41,323
TOTAL NON-CURRENT LIABILITIES	287,284	287,285
TOTAL LIABILITIES	719,650	1,033,206
NET ASSETS	57,818,957	57,325,753
EQUITY		
Retained Surplus	33,943,210	31,622,984
Reserves - Cash Backed	7,293,238	9,120,259
Reserves - Asset Revaluation	16,582,510	16,582,510
TOTAL EQUITY	57,818,958	57,325,753

SHIRE OF MORAWA

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2014 TO 31 MARCH 2015

12. FINANCIAL RATIO

	2015 YTD	2014	2013	2012
Current Ratio	8.130	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 31 MARCH 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 Revised 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 **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 - waiting on confirmation of grant

Community Amenities - Variance below budget expectations.

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

Grant income for new tip site removed in revised budget - project delayed.

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 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 31 MARCH 2015
Report on Significant variances Greater than 10% and \$10,000

REPORTABLE OPERATING EXPENSE VARIATIONS

General Purpose Funding - Variance below budget expectations

Revised budget for Debt collection fees is now on target.

Governance - Variance below budget expectations.

Expenses relating to Members less than budget, for example, Refreshments & Receptions and Conference

Administration Costs Allocated to Members expected to be less than budget.

Members Conference expenses less than budgeted for.

Public relation expenses less than budget.

Staff Training and Professional Development below budget expectations

Financial/Corporate Planning expenses below budget expectations

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.

Education and Welfare - Variance below budget expectations

Industry training centre expenditure yet to commence.

Child Care Mtce below budget

Housing - Variance below budget expectations.

Building maintenance as per the revised budget is below budget expectations

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

Maintenace 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 31 MARCH 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 -due to commence in April

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 -

Proceeds from New Borrowings- Variance below budget expectations.

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

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>	16 April 2015
<i>Item No:</i>	7.2.2.4
<i>Subject:</i>	Outstanding Rate Debtors – March 2015
<i>Date & Author:</i>	10 April 2015, Katrina Kingston – Rates Officer
<i>Responsible Officer:</i>	Fred Gledhill / Katrina Kingston
<i>Applicant/Proponent:</i>	Fred Gledhill – Manager Accounting & Finance
<i>File Number:</i>	ADM0055
<i>Previous minute/s & Reference:</i>	

SUMMARY

Outstanding rate debtor's summary for the period ending 31st March 2015, is submitted to Council.

DECLARATION OF INTEREST

Nil

ATTACHMENTS

Overdue Rates Report Summary 1 page.

BACKGROUND INFORMATION

As at 31st March 2015, \$1,854,457.22 (including arrears) has been paid.
Discount of \$56,395.88 have been given to early ratepayers.
Currently \$304,318.57 is outstanding in rates.
Fourth instalment was due on the 7th April 2015
Pensioner rebates have been claimed to date.
Interim rating has been carried out.
Mining tenement valuation updates have been completed.
Reminders have been issued to outstanding rate debtors, currently there is no requirement for outstanding debtors to have legal proceedings against them.

OFFICER'S COMMENT

Nil

STATUTORY ENVIRONMENT

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

POLICY IMPLICATIONS

Section 3 – Finance 3.4.7 Risk Management Controls

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 Outstanding Rate report for 31st March, 2015 be received.

OVERDUE RATES REPORT

CRITERIA =====	GRAND TOTALS =====				
	Charges	Cur/Arr	Levied	Receipted	Balance
Ratepayers: All Ratepayers					
Balances prior to 10.04.16.					
Assessment Range from: to:	Rates	C	1516802.97	1378848.04	137954.93
Balance Range from : to:	Rates	A	79003.02	38523.98	40479.04
Bals: O/S Y, Credit Y, Zero Y	Interest	C	49657.98	11132.30	38525.68
Back Rated ONLY N, Interim Rated ONLY N	Excess	C	0.00	24179.74	-24179.74
Instalment Payer ONLY N, Non-instalment Payer ONLY N	Commercial Rubbish Service	C	71114.40	62300.93	8813.47
Ward Code , Rate Code	Commercial Rubbish Service	A	4455.49	654.91	3800.58
Service Code , Other Code	Domestic Rubbish Service	C	90372.39	75069.92	15302.47
Owner Code	Domestic Rubbish Service	A	14074.22	7298.09	6776.13
Totals ONLY Y, Phone N, All Owners N	ESL Penalty	C	499.22	31.12	468.10
Lots N, Order by Ward	ESL Penalty	A	1062.73	250.10	812.63
	Installment Admin Fee	C	745.00	745.00	0.00
	Installment Interest	C	1926.33	1926.33	0.00
	Sewerage - Additional Fixture	C	44635.92	44635.92	0.00
	Sewerage - First Fixture	C	7721.00	7721.00	0.00
	Emergency Services Levy	C	37026.43	31857.00	5169.43
	Emergency Services Levy	A	4552.89	1821.98	2730.91
	Sewerage - Additional Fixture	C	959.94	959.94	0.00
	Sewerage Levy - Commercial	C	41225.23	29483.61	11741.62
	Sewerage Levy - Commercial	A	4420.02	689.34	3730.68
	Sewerage Levy - Residential	C	146017.69	113344.37	32673.32
	Sewerage Levy - Residential	A	31543.56	16686.99	14856.57
	Sewerage Levy - Vacant Land	C	8057.61	6145.81	1911.80
	Sewerage Levy - Vacant Land	A	2901.75	150.80	2750.95
	808 properties		2158775.79	1854457.22	304318.57

<i>Date of Meeting:</i>	16 April 2015
<i>Item No:</i>	7.2.2.5
<i>Subject:</i>	Outstanding Debtors – March 2015
<i>Date & Author:</i>	10 April 2015, Katrina Kingston – Rates Officer
<i>Responsible Officer:</i>	Fred Gledhill / Katrina Kingston
<i>Applicant/Proponent:</i>	Fred Gledhill – Manager Accounting & Finance
<i>File Number:</i>	ADM0055
<i>Previous minute/s & Reference:</i>	

SUMMARY

Outstanding Debtors for the period ending 31 March 2015 is submitted to Council as required at the end of each quarter.

DECLARATION OF INTEREST

Nil

ATTACHMENTS

Nil

BACKGROUND INFORMATION

Nil

OFFICER’S COMMENT

There are a number of accounts that have been outstanding over the 90 day period. A full review of the debtors account has been conducted prior to the end of March 2015 and followed up with appropriate action as per Councils policy.

Reminder notices sent to:

30213	\$ 455.00	Reminder has been sent on the March statement
31484	\$ 840.00	Reminder has been sent on the March statement

Debt Collecting has commenced with CS Legal

31155	\$ 9,265.10	Paying \$75/fortnight.
30503	\$ 16,371.00	An offer of \$500 a month has been made, offer has been accepted, no further payments have been made and further legal action is required.
31269	\$ 583.01	Debt has been written off.
31128	\$ 1,087.50	Letter of demand is being issued.

STATUTORY ENVIRONMENT

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

POLICY IMPLICATIONS

Section 3 – Finance 3.4.7 Risk Management Controls

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 Outstanding Debtors report as at the 31st March, 2015 be received.

<i>Date of Meeting:</i>	16 April 2015
<i>Item No:</i>	7.2.4.1
<i>Subject:</i>	Planning Application for House Extension Location 3883 Dreghorn Road, Morawa
<i>Date & Author:</i>	2 May 2014, John Elliot (Project Officer)
<i>Responsible Officer:</i>	John Elliot (Project Officer)
<i>Applicant/Proponent:</i>	Mr Daniel Wellstead / Mr and Mrs D & W Ryan
<i>File Number:</i>	ADM 0048
<i>Previous minute/s & Reference:</i>	

SUMMARY

The purpose of this report is for Council to consider a planning application to extend a farm residence to include a new office alteration and new covered area on Location 3883 Dreghorn Road, Morawa.

DECLARATION OF INTEREST

Author of report has no declaration of interest.

ATTACHMENTS

1. Location plan
2. Planning application including site plan and elevations of the existing building and new extension

BACKGROUND INFORMATION

A planning application has been submitted by Mr Daniel Wellstead on behalf of Mr and Mrs D & W Ryan for planning approval to extend a farm residence to include a new office alteration and new covered area on Location 3883 Dreghorn Road, Morawa.

The subject land is zoned 'Rural' under the Shire of Morawa Town Planning Scheme No 2.

OFFICER'S COMMENT

Consideration for this proposal is required as the proposed development is deemed an exterior modification to a Rural zoned farm residence.

Proposed development work conforms to the objectives of the Shire of Morawa Town Planning Scheme No 2.

It is considered appropriate to include an advice note advising the proponent that a building licence is required prior to the commencement of new office alteration and the new covered area addition.

COMMUNITY CONSULTATION

The proposed development is not located within close proximity to neighbouring property boundaries and community consultation is not required under the Shire of Morawa Town Planning Scheme No 2.

COUNCILLOR CONSULTATION

No previous discussion of the planning application information has been presented to Councillors.

STATUTORY ENVIRONMENT

Planning and Development Act 2005
Shire of Morawa Local Planning Scheme No .2
Local Government Act 1996

POLICY IMPLICATIONS

No known policy implications.

FINANCIAL IMPLICATIONS

No known financial implications.

STRATEGIC IMPLICATIONS

No known Strategic Implications.

RISK MANAGEMENT

The proposed development conforms to the objectives and land use requirements of the Shire of Morawa Town Planning Scheme No 2.

VOTING REQUIREMENT:

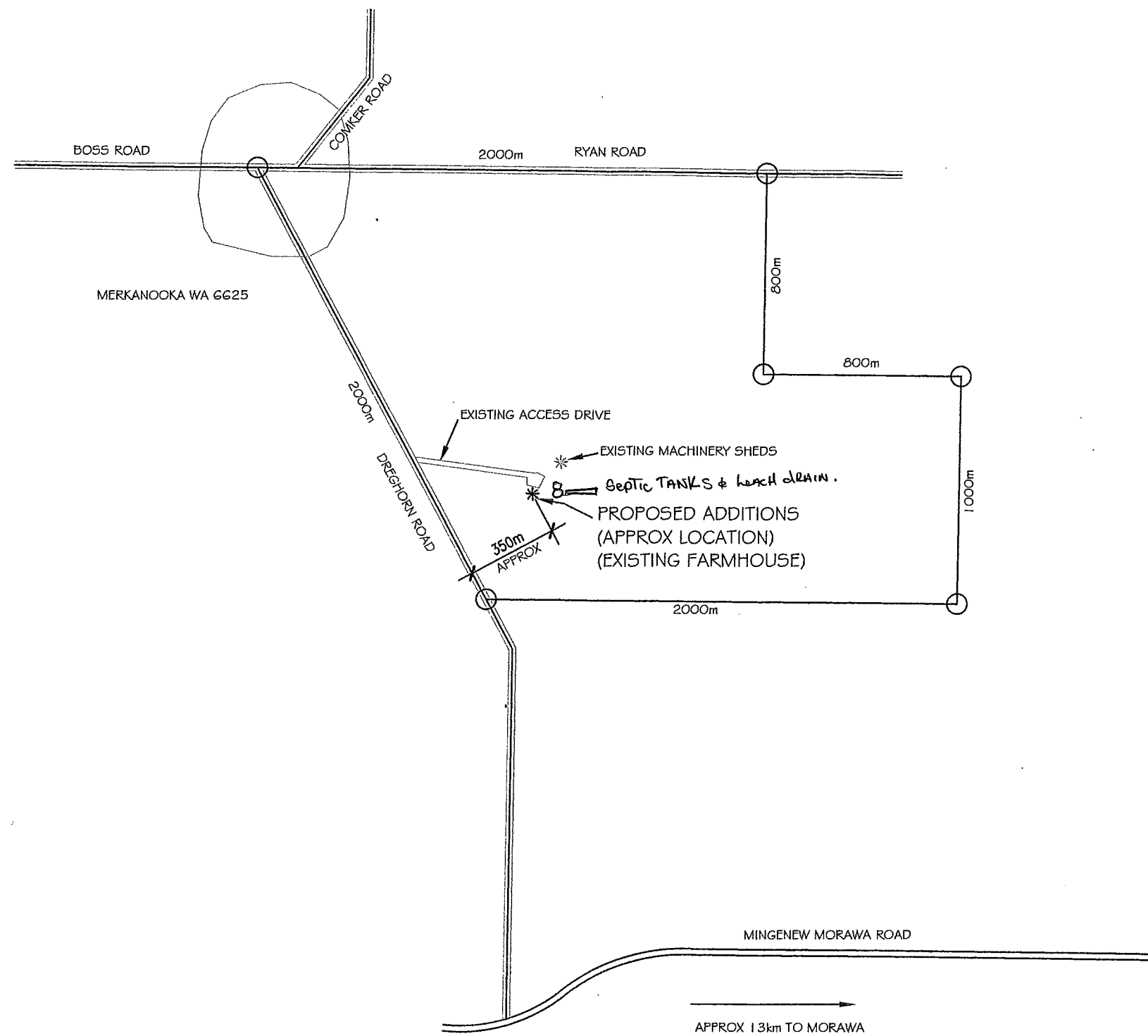
Simple majority.

OFFICER'S RECOMMENDATION

Council approve the planning application to extend a farm residence to include a new office alteration and new covered area on Location 3883 Dreghorn Road, Morawa.

and

The proponent being advised of the need to apply for a Building Permit and building approval from the Shire of Morawa prior to the commencement of any site and construction work.



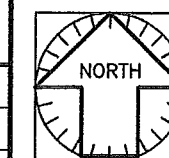
SITE PLAN
SCALE 1:2000



Todd Parker Architectural Draftsman
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PROJECT
PROPOSED ADDITIONS TO EXISTING
HOUSE, AT ONE GUM FARM LOT
DREGHORN ROAD, MERKANOOKA
FOR D. & W. RYAN

REVISION	DESCRIPTION	DATE
A	GENERAL AMENDMENTS - D. WELLSTEAD	18/12/2014
B	ISSUE FOR CONSTRUCTION	12/01/2015
C		
D		
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DRAWN T.L.P

REDUCTION



SCALE AS SHOWN	DATE JAN'2015	DRAWING No.
JOB No. 14-47	SHEET A3	2 OF 6

8:38:52

19/12/14

APPENDIX NO. 4 - APPLICATION FOR PLANNING APPROVAL

SHIRE OF MORAWA

LOCAL PLANNING SCHEME NO. 2

DISTRICT SCHEME

OFFICE USE

Application Number: _____
Date Received: _____
Notice of Application: _____

Application for Planning Consent

I/We Daniel Lancel Wellstead
(Full Name of Applicant)
of 6 Honeymyrtle Close P.O. Box 706 Dongara P/Code 6525
(Address for Correspondence)

hereby apply for planning consent to:

1. Use the land/premises situated at and described as:
lot 3883, 230 Dreghorn Road Morawa WA.
6525

2. Erect, alter or carry out development on land described hereunder in accordance with the accompanying plans (3 copies).

The existing use of the land/building is 1A a single dwelling

The approximate cost of the proposed development is \$ 95,500.00

The estimated time of completion is 14/8/15

The approximate number of persons to be housed/employed when the development is completed is 2

DESCRIPTION OF LAND Rural LOCALITY 3883 PLAN 122/80

House No. 230 Street Dreghorn (indicate distance to nearest intersecting street)

6 km to Mingereu Morawa Rd

Lot No. 3883 Plan or Diagram 122/80 Location 3883

Certificate of Title: Volume 1558 Folio 805

Dimensions: Site Area 339.5313 ^{Ha} metres Frontage 1598.68 metres Depth 613.37 m north

Signature of Applicant Ad Wellstead

Date: 2/4/15

Where the applicant is not the owner the owner's signature is required.

Signature of Owner: [Signature]

Date: 9-4-2015

THIS FORM IS TO BE SUBMITTED IN DUPLICATE, TOGETHER WITH THREE COPIES OF PLANS, COMPRISING THE INFORMATION SPECIFIED IN THE PARTICULARS REQUIRED WITH APPLICATION ON PAGE 2 HEREOF.

Note: This is not an application for a building licence.

PARTICULARS REQUIRED WITH APPLICATIONS

Where an application involves the erection or alteration of a building or a change in levels of a site, the plans accompanying an application for planning consent must, unless otherwise required by the Council.

1. indicate the position and describe the existing buildings and improvements on the site and indicate those which are to be removed;
2. indicate the position and describe the buildings and improvements proposed to be constructed, their appearance, height and proposed used in relation to existing and proposed contours;
3. indicate the position, type and height of all existing trees on the site and indicate those to be retained and those to be removed;
4. indicate the areas to be landscaped and the location and type of shrubs, trees and other treatment proposed;
5. indicate site contours and details of any proposed alteration to the natural contour of the area;
6. indicate car parking areas, their layout and accessways, dimensions and the position of existing and proposed crossovers;
7. indicate site dimensions and be to metric scale.

PO Box 91
Morawa
6623 W.A.

Dear Sir / Madam

This letter is in regards to the town planning application for the proposed works at 230 Dreghorn Road Morawa.

The proposed extension of the existing dwelling has been designed to take in consideration the style of the building. The proposed area will be built to match the existing style as shown on the drawing supplied.

The new addition and alteration to the existing layout will benefit the occupancy by providing new amenities. The building had been located at the property for many years and the new works will not diminish from the visual appearance of the building from the street or approach.

Kind Regards,



Damian Ryan

PROJECT

PROPOSED ADDITIONS TO EXISTING
HOUSE, AT ONE GUM FARM LOT
DREGHORN ROAD, MERKANOOKA
FOR D. & W. RYAN

SITE CLASSIFICATION	DESIGNATION		
	Site classes shall be designated as follows:		
Site classified as Class:	FOUNDATION	CHARACTER	CLASS
CLASSIFIED BY	Sand and rock Silt and some clay	Stable	A S
Owner Builder:	Moderately reactive clay Highly reactive clay Extremely reactive clay	Reactive	M H E
Builder:	Sand Material other than sand	Controlled fill	A A TO P
Engineer:	Mine subsidence Uncontrolled fill Landslip Collapsing soils	Problem	P

NOTE: The footing design on these drawings (Sheet 5 of 6) assumes the soil type to be stable sand Class A

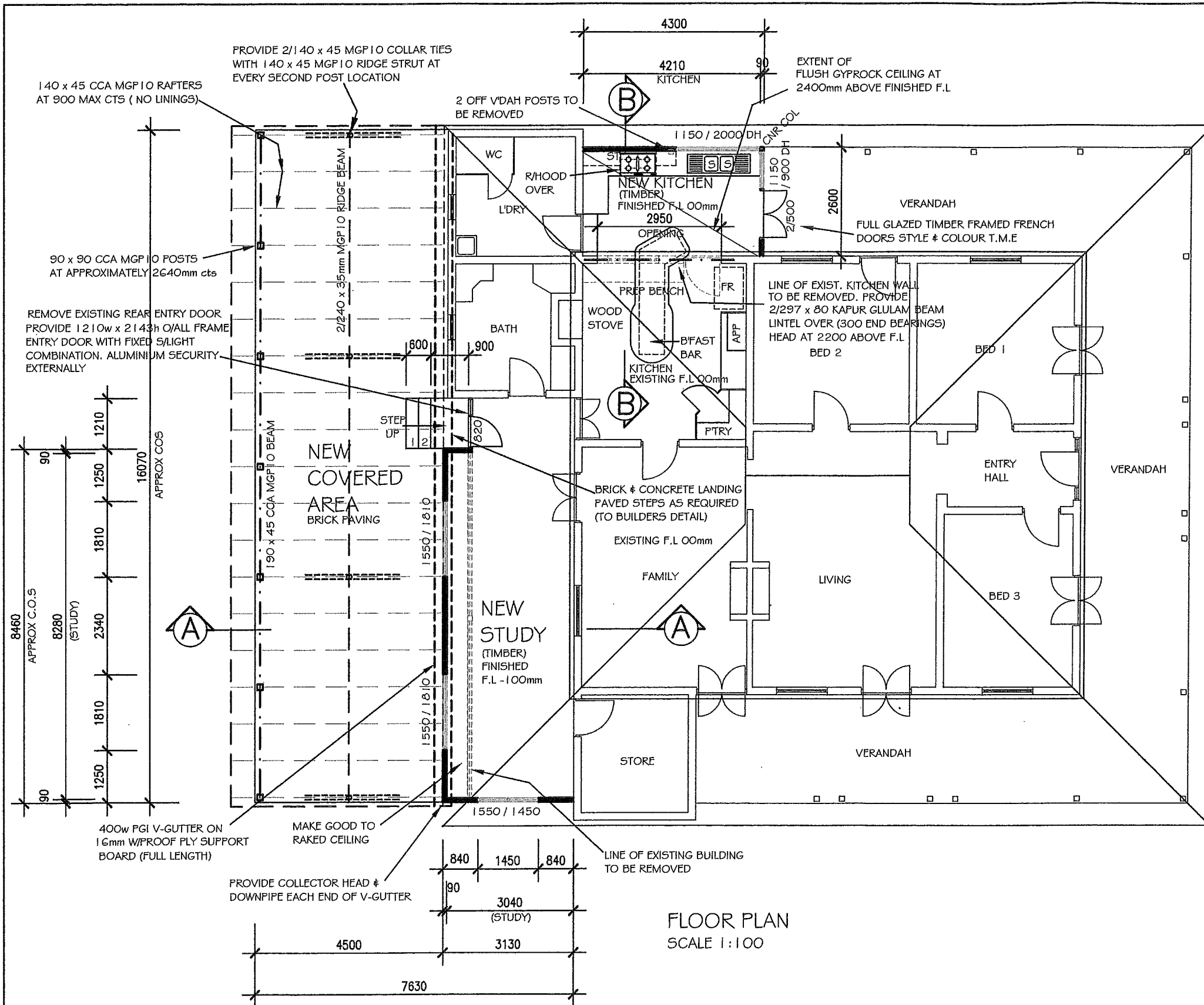
If the person classifying the soil classes it as a different class type then the footing design must be referred to a qualified engineer for confirmation or modification as required by the engineer

The owners attention is drawn to **Appendix A** of **A.S 2870 - "Performance Requirements and Foundation maintenance"**.

COVER SHEET

DATE	JAN'2015	DRAWING No.	
JOB No.	14-47	A3	1 of 6

tpdrafting
 Todd Parker Architectural Draftsman
 16 Cousins Street
 Port Denison WA 6525
 Phone 0428 855 828
 email tpdrafting westnet.com.au



CONSTRUCTION NOTES:

- ALL ROOF CONSTRUCTION TO A.S 1684 TIMBER FRAMING CODE
- ALL OTHER TIMBER BEAM SIZES, FIXING & CONSTRUCTION TECHNIQUES TO A.S 1684
- WALL FRAMES IN ACCORDANCE WITH A.S 1684 TIMBER FRAMING CODE
- WALL BRACING & FIXING IN ACCORDANCE WITH A.S 1684 TIMBER FRAMING CODE
- FIX WALL FRAMES TO FLOOR WITH M10 BOLTS AT 900 cts MAX AND EACH SIDE OF BRACED WALLS FRAMES.
- NOTE : ALL DIMENSIONS SHOWN ON THIS DRAWING ARE APPROXIMATE ONLY. THE BUILDER SHOULD ADJUST IF REQUIRED TO BEST SUIT CONJUNCTION WITH EXISTING ELEMENTS. CONTACT TP DRAFTING SHOULD MAJOR DISCREPANCIES ARISE

STEEL NOTES:

- ALL STEEL WORK TO COMPLY WITH A.S 4100
- ALL STEEL TO BE HOT DIP GALVANISED
- ALL WELDS FULL DEPTH AND CONTINUOUS ON BOTH SIDES OF MEETING EDGE USE GALVANISED WELDING RODS
- "MITRE JOINS" TYPICAL ON ALL CNR BEAM RETURNS

ENERGY NOTES:

- PROVIDE WEATHER SEALS TO EXTERNAL DOORS
- FANS TO BE SEALED, EITHER "SEALED" UNIT OR "DRAFTSTOPPA" FITTED TO STANDARD EXHAUST FANS
- SEAL ALL GAPS & CRACKS IE: SKIRTINGS, & CORNICES ECT.
- PROVIDE LAGGING TO ALL LONG RUNS OF WATER PIPES


LEGEND:

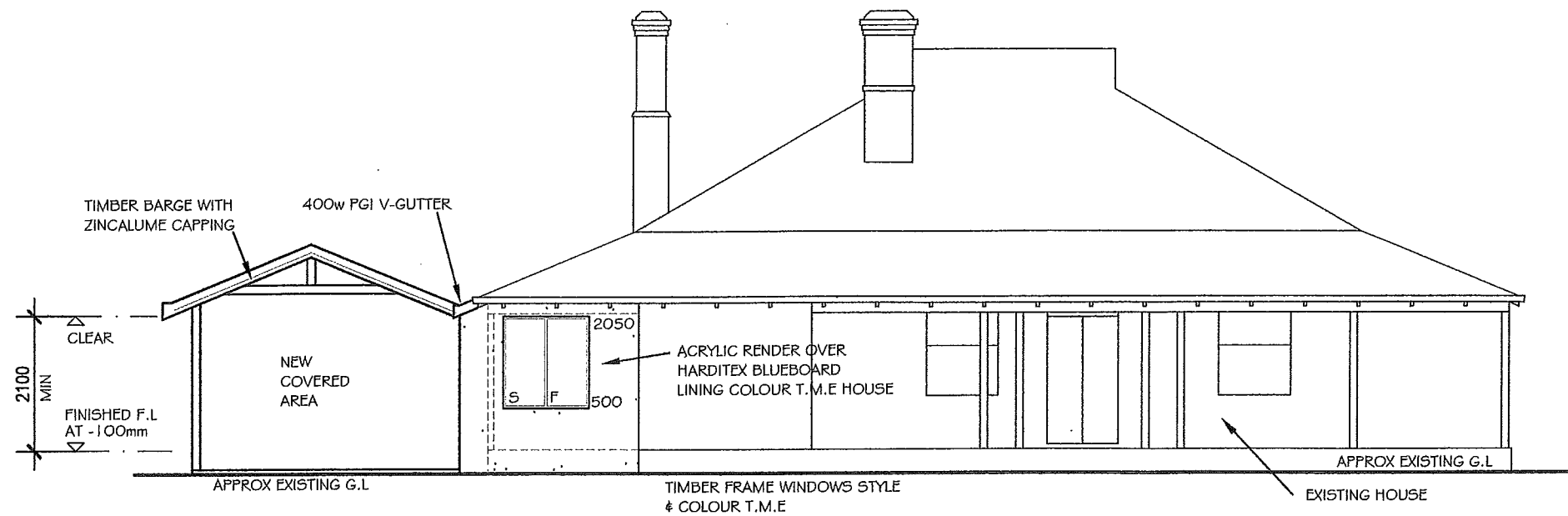
- - EXISTING WALLS & OR ELEMENT TO BE REMOVED
- - - - - - EXISTING ROOF LINES REMOVED
- - EXISTING ROOF LINES
- - NEW ROOF LINES
- - EXISTING WALLS
- - NEW WALLS TIMBER FRAMED CONSTRUCTION
- T.M.E - TO MATCH EXISTING ELEMENT
- C.O.S - CHECK ON SITE
- EX. - EXISTING ELEMENT

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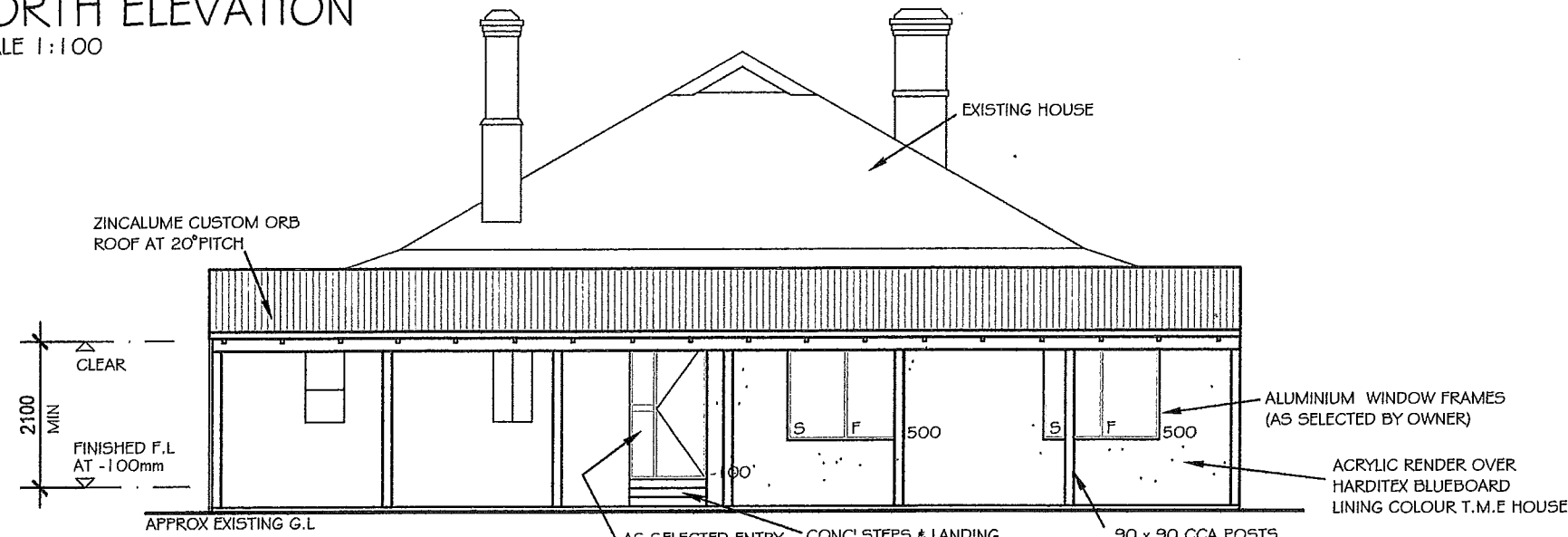
PROJECT
 PROPOSED ADDITIONS TO EXISTING HOUSE, AT ONE GUM FARM LOT DREGHORN ROAD, MERKANOOKA FOR D. & W. RYAN

REVISION	DESCRIPTION	DATE
A	GENERAL AMENDMENTS - D. WELLSTEAD	18/12/2014
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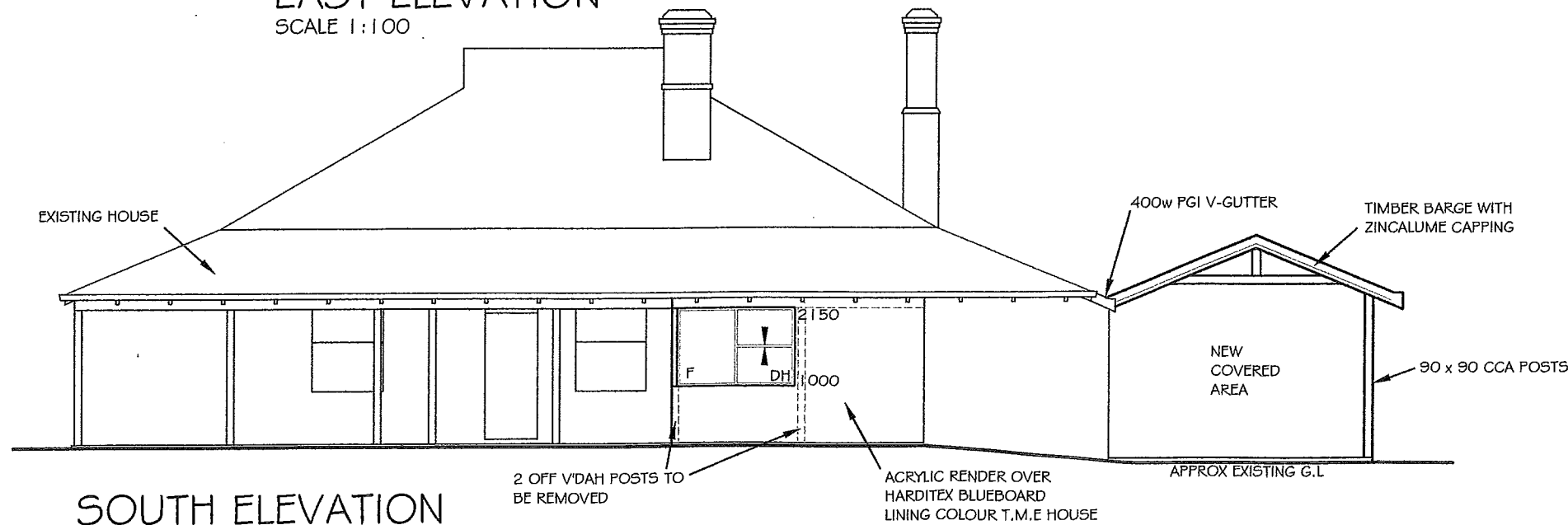

 DRAWN T.L.P. REDUCTION 0 25
 SCALE AS SHOWN DATE JAN'2015 DRAWING No. 3 OF 6
 JOB No. 14-47 SHEET A3
 8:38:52 19/12/14



NORTH ELEVATION
SCALE 1:100



EAST ELEVATION
SCALE 1:100



SOUTH ELEVATION
SCALE 1:100

PROJECT

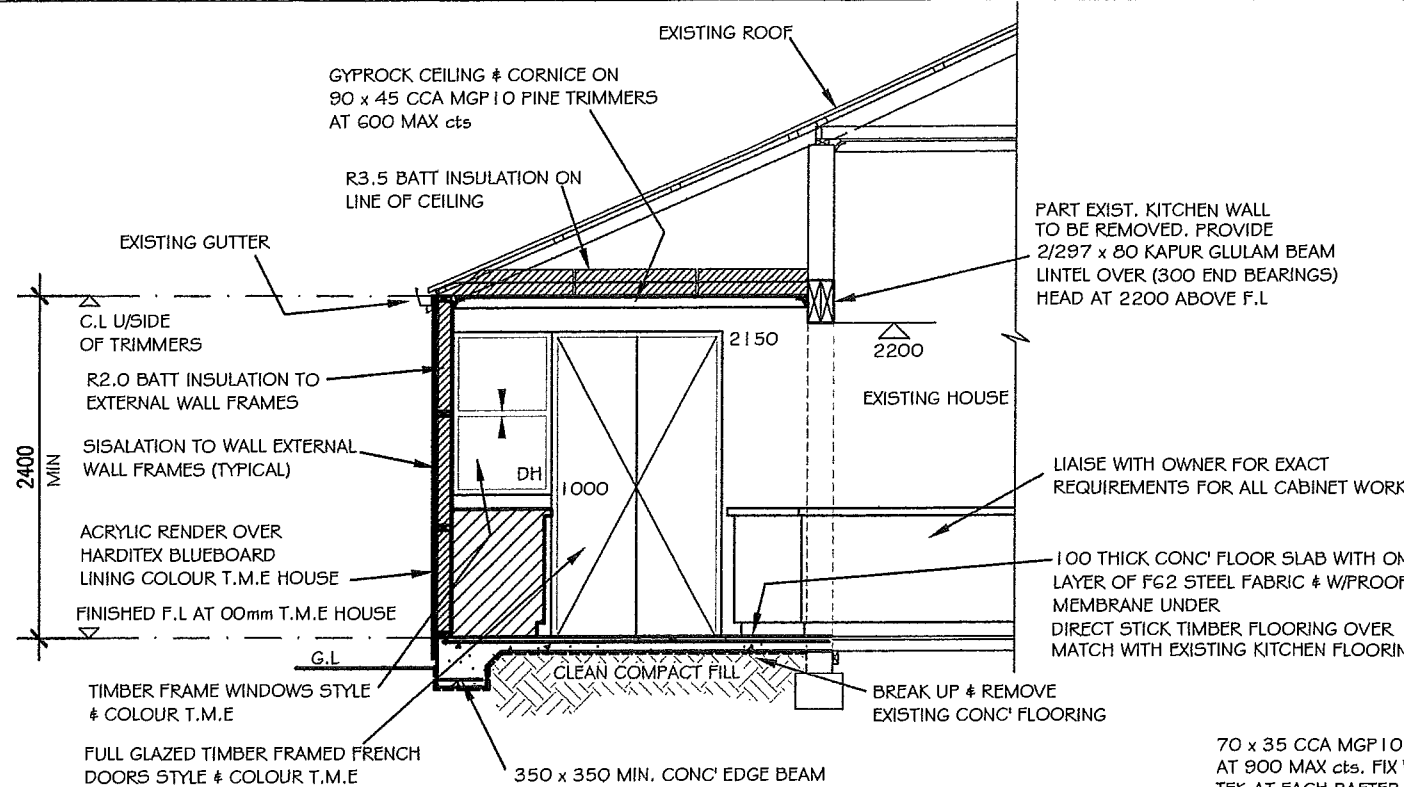
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DATE	JAN'2015	DRAWING No.	
JOB No.	14-47	A3	4 OF 6

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SECTION B-B
SCALE 1:50

CONSTRUCTION NOTES:

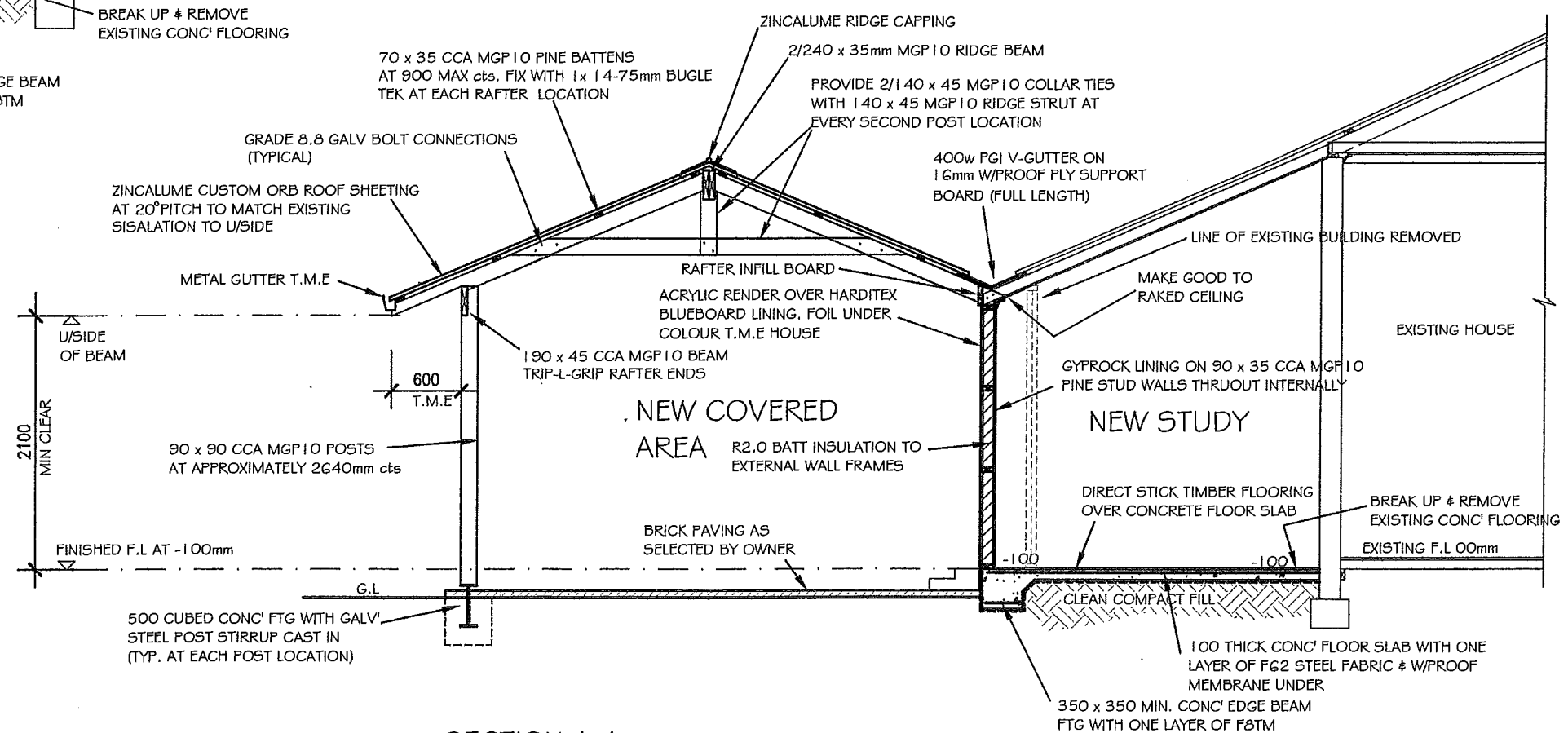
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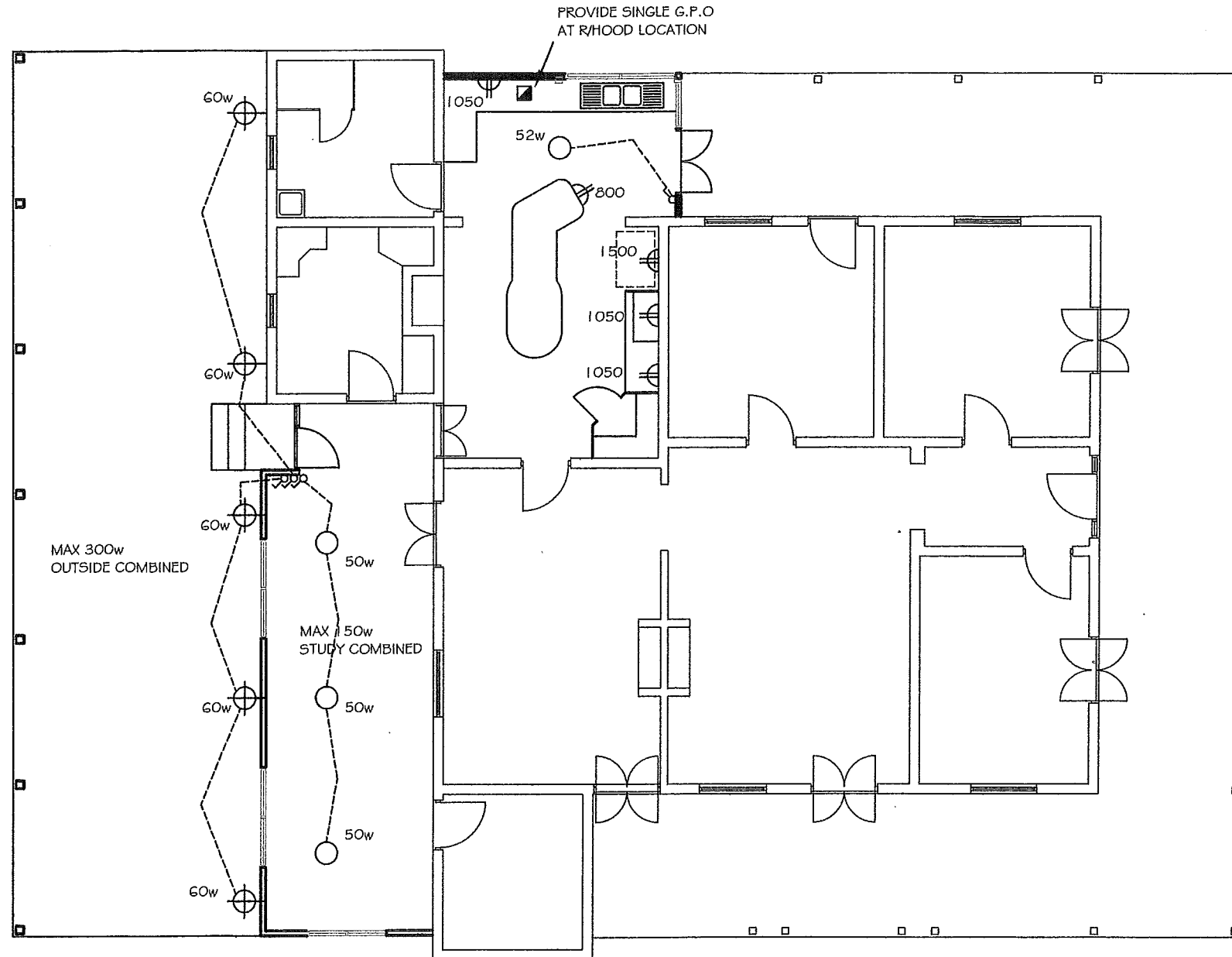
SECTION A-A
SCALE 1:50

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PROJECT
PROPOSED ADDITIONS TO EXISTING HOUSE, AT ONE GUM FARM LOT DREGHORN ROAD, MERKANOOKA FOR D. & W. RYAN



















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	SCALE AS SHOWN		0 25
JOB No. 14-47	DATE JAN'2015	DRAWING No.	
SHEET A3	8:38:52	5 OF 6	
		19/12/14	



ELECTRICAL PLAN
SCALE 1:100

ELECTRICAL LEGEND:

-  INCANDESCENT BATTEN HOLDER (MAXIMUM WATTAGE AS INDICATED ON PLAN)
 -  LOW VOLTAGE DOWN LIGHTS
 -  2/3GW FLUORESCENT WITH DIFFUSER | 200 LONG
 -  3GW FLUORESCENT WITH DIFFUSER | 200 LONG
 -  WALL MOUNTED BATTEN HOLDER
 -  WALL MOUNTED BATTEN HOLDER WITH SENSOR
 -  EXHAUST FAN - STANDARD 200mm Øw DRAFTSTOPPA FITTED
 -  SINGLE GPO
 -  DOUBLE GPO
 -  4 GANG G.P.O
 -  DIRECT CONNECTION TO APPLIANCE
 -  METER BOX
 -  SINGLE SWITCH & LINE
 -  2 OR 3 WAY SWITCH AS NOTED ON PLAN
 -  TELEPHONE OUTLET
 -  T.V SOCKET
 -  SMOKE ALARMS - TO BE HARD WIRED
 -  1320 DIA. CEILING SWEEP FAN (55w)
- GPO'S TO BE MOUNTED 300mm ABOVE F.L UNLESS NOTED OTHERWISE ON PLAN

NOTE: FOR ARTIFICIAL LIGHTING THE MAXIMUM ALLOWED WATTAGE IS INDICATED ON PLAN ADJACENT TO LIGHTING SYMBOL THIS WATTAGE IS APPLICABLE TO THE INDIVIDUAL SPACES USING THE FORMULA NOTED BELOW FOR ANY VARIATIONS MADE TO THIS LAYOUT IT IS THE BUILDERS RESPONSIBILITY TO ENSURE THAT THE LIGHTING DESIGN COMPLIES WITH THE BCA PART 3.1 2.5.5

IMPORTANT:

FOR CLASS 1 HOUSING MAX 5w/M2 ALLOWED INTERNALLY, MAX 4w/M2 FOR ALFRESCO/VERANDAHS & 3w/M2 FOR GARAGES (FOR MORE DETAILS REFER TO ATTACHED AD-S ENERGY ASSESSMENT)

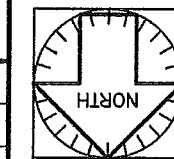


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PROJECT

PROPOSED ADDITIONS TO EXISTING HOUSE, AT ONE GUM FARM LOT DREGHORN ROAD, MERKANOOKA FOR D. & W. RYAN

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DRAWN T.L.P

REDUCTION



SCALE AS SHOWN	DATE JAN'2015	DRAWING No.
JOB No. 14-47	SHEET A3	6 OF 6
8:38:51		19/12/14

<i>Date of Meeting:</i>	16 April 2015
<i>Item No:</i>	7.2.5.1
<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 CEO has sighted the certificate of currency, business registration and ABN and amended the agreement to stipulate constraints on water, electricity and telephone use.

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 will arrange 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 receive the report and provide authorisation for the Shire of Morawa Chief Executive Officer and the Shire of Morawa President to sign the Deed of Commercial Lease and Service Agreement.

“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

THIS LEASE is made on the 3rd day of March 2015 between the following parties:

THE SHIRE OF MORAWA of PO Box 14, Morawa, Western Australia (“Lessor”)

and

Ms Kylie Whitehurst Lot 59, 27 Dreghorn St Morawa WA 6623 (“Lessee”)

RECITALS

- A. The Shire of Morawa wishes to facilitate the maintaining of a day care family services of a qualified and accredited day care service provider in its district;
- B. On 3rd of March 2015 the parties executed a Day Care Services Agreement covering the period from 3rd of March 2015 subject to three (3) month renewal periods. Notwithstanding, section 3.2 Renewal Term, this tenancy agreement is associated with that Agreement and has a grant term that will terminate 31st December 2015 (the ‘FDCSA’) and ;
- C. The Lessee has agreed to lease the Day Care Centre from the Shire of Morawa on commercial terms and conditions.

AGREEMENT

The Lessor and the Lessee covenant and agree to the lease by the Lessor to the Lessee of the Premises at the Annual Rent and all of the other rentals reserved by this lease, for the Term and upon and subject to the terms, covenants, conditions, provisions, agreements, obligations and stipulations contained in, and implied by, this lease and upon and subject to the covenants and powers implied in every memorandum of lease by virtue of the Transfer of Land Act 1893 of the State so far as not expressly or by necessary implication negated or modified by this lease and agree and declare as follows:

1 Definitions and Interpretation

1.1 Definitions

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).

“GST” refers to the goods and services tax under the GST Act (and includes all tax in the nature of a consumption tax, value added tax or other like tax);

“GST Act” means A New Tax System (Goods and Services Tax) Act 1999, as amended;

“Land” means the land described in Item 1 of the Schedule and includes any revised description of that land from time to time in the event of a subdivision, amalgamation or resumption of that land.

“Lessee's Covenants” means the terms, covenants, conditions, agreements, provisions, obligations and stipulations contained in, and implied by this lease which are required to be observed and performed by a person other than the Lessor.

“Lessee's Visitors” mean the servants, employees, agents, contractors, subcontractors, sub-Lessees, invitees, licensees and lawful visitors of the Lessee and any person claiming through, or under, the Lessee.

“Lessor” includes the registered proprietor for the time being of the Land and the person in whom the benefit of this lease, of the receipt of Annual Rent and of the performance of the Lessee's Covenants is vested from time to time.

“Managing Agent” means a person appointed by the Lessor from time to time to manage and operate the Building as a commercial building and includes any company established by the Lessor for that purpose.

“Metropolitan Region” means the region described in the Metropolitan Region Town Planning Scheme Act 1959 of the State.

“Option Term” means the further term of this lease specified in Item 4 of the Schedule.

“Permitted Use” means the business referred to in Item 8 of the Schedule and any use or business permitted from time to time by the Lessor under this lease.

“Premises” means the premises described in Item 2 of the Schedule together with the fixtures, fittings, plant, machinery and equipment of the Lessor forming part of, or annexed or affixed to, those premises.

“Rate of Interest” means the rate at the relevant time or most recent time specified by the Lessor being its overdraft rate on borrowings or facilities from its bankers in amounts not exceeding \$100,000 and if at any time the Lessor has no overdraft borrowings or facilities then the general overdraft rate charged from

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:

- (a) headings, underlining and numbering are for convenience only and do not affect the interpretation of this lease;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include every gender;
- (d) an expression importing a natural person includes a company, partnership, joint venture, association, corporation or other body corporate;
- (e) a reference to a thing includes a part of that thing;
- (f) references to parts, clauses, parties and the Schedule are references to parts and clauses of, and parties and the Schedule to, this lease;
- (g) a reference to a statute, regulation, proclamation, ordinance or by-law includes every statute, regulation, proclamation, ordinance or by-law varying, consolidating or replacing it, and a reference to a statute includes every regulation, proclamation, ordinance or by-law issued under that statute;
- (h) a reference to an agreement includes an undertaking, deed, agreement, guarantee or legally enforceable arrangement or understanding, whether or not in writing;
- (i) a reference to an asset includes all property of any nature, as well as a business, and all rights, revenues and benefits;
- (j) a reference to a document includes an agreement in writing, or a certificate, notice, instrument or other document of any kind and includes every permitted amendment, variation or supplement to, or replacement or novation of, that document;
- (k) a reference to a party to this lease or to another document referred to in this lease includes that party's successors and permitted assigns;
- (l) where a day on or by which a thing is required to be done is not a Business Day, that thing is to be done on or by the succeeding Business Day;
- (m) a covenant or agreement by more than one person binds, and is enforceable against, those persons jointly and each of them severally;

- (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

between the parties other than the relationship of Lessor and Lessee upon the terms and conditions as provided in this lease.

1.7 Governing law and jurisdiction

This lease is governed by the laws of the State and of the applicable laws of the Commonwealth of Australia and the parties submit irrevocably to the non-exclusive jurisdiction of the courts of the State and, where applicable, of the courts of the Commonwealth of Australia.

1.8 Acknowledgment by Lessee

The Lessee acknowledges that the covenants on the part of the Lessor bind:

- (a) where the Lessor has entered into this lease as trustee of a trust, the trustee for the time being of the trust but only so long as the Land is an asset of that trust; and
- (b) subject to the provisions of clause 1.9, the person entitled to be the registered proprietor of the Land for the time being but not so as to render the Lessor liable personally in damages for any breach except in the case of the Lessor's own acts or defaults or those of its employees or agents while the Lessor remains the registered proprietor of the Land.

1.9 Limitation of liability of Lessor

The covenants on the part of the Lessor bind the registered proprietor or proprietors for the time being of the Land but do not render the present or any subsequent registered proprietor or proprietors of the Land liable in damages for any breach of those covenants except while that person remains the registered proprietor of the Land.

2 Lease

2.1 Lease

By this lease the Lessor being registered or entitled to be registered as the proprietor of an estate in fee simple of the Land leases to the Lessee all the Premises reserving and excepting to the Lessor the right to install, maintain, use, repair, alter and replace pipes, ducts, conduits and wires leading through the Premises and to pass and run gas, water, sewerage, heat, oil, electricity and other power through those pipes, ducts, conduits and wires and to enter upon the Premises for those purposes.

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.

3.7 Payment of rates and taxes etc

- (a) During the Term the Lessee duly and punctually is to pay and discharge all outgoings now or hereafter imposed payable or charged upon the Premises or otherwise chargeable against or to the Lessor except as otherwise stated in Item 7 of the Schedule, together with any Interest Charges thereon.

(d) Amounts otherwise payable do not include GST

Except where express provision is made to the contrary, and subject to this clause, the consideration payable by any party under this Lease represents the value of any taxable supply for which payment is to be made.

(e) Liability to pay any GST

Subject to clause 3.7(h), if a party makes a taxable supply in connection with this Lease for a consideration, which under clause 3.7(d), represents its value, then the party liable to pay for the taxable supply must also pay, at the same time and in the same manner as the value is otherwise payable, the amount of any GST payable in respect of the taxable supply.

(f) Outgoings which are not a taxable supply

If this lease requires the Lessee to reimburse or indemnify the Lessor for any outgoings or liability and the provision of that outgoing or liability is not a taxable supply then the amount to be paid is the amount of the outgoings or liability net of any input tax credit received or receivable by the Lessor for making the creditable acquisition of the relevant supply.

(g) Outgoings which are a taxable supply

If this lease requires the Lessee to reimburse or indemnify the Lessor for any outgoings or liability and the provision of that outgoing or liability to the Lessee by the Lessor under this lease is a taxable supply then if:-

- (i) the purchasing of the relevant good or service was for the Lessor a creditable acquisition then the consideration to be paid by the Lessee for the taxable supply made by the Lessor to the Lessee will be the same as the consideration paid by the Lessor when it made the creditable acquisition; or
- (ii) the purchasing of the relevant good or service was for the Lessor not a creditable acquisition then the consideration to be paid by the

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, electricity and telephone

The Lessor shall be liable for all water consumption costs to a maximum of \$1,000 per annum.

The Lessor shall be liable for all electricity costs to a maximum of \$600 per annum.

The Lessor shall be liable for a single telephone line rental cost. All other telephone costs including call charges to be paid by the Lessee.

4 Repairs and Maintenance of Premises

4.1 Repairs and maintenance by Lessor and Lessee

At all times during the Term and for as long as the Lessee may remain in occupation, the Lessor is to maintain, replace, repair and keep the Premises, (other than the private or non-common areas) and including the gardens and parking areas, in good, clean, substantial and reasonable repair and condition. The Lessee is responsible for the repair and maintenance obligations in relation to the private areas of the Premises.

4.2 Lessor's power to view and repair

- (a) The Lessor, with the Lessor's agents and workmen and with all necessary materials and appliances, may enter upon the Premises at all reasonable times and without previous notice to view the state of repair thereof and to serve upon the Lessee a written notice of any defect requiring the Lessee to repair the same in accordance with any of the Lessee's Covenants. If the Lessee defaults in repairing any defect according to the notice within 21 days of the date of the notice the Lessor, with the Lessor's agents and workmen and/or any person authorised by the Lessor and with all necessary materials and appliances, may enter the Premises and execute all or any of the required repairs which the Lessor thinks fit and on demand the Lessee is to pay to the Lessor the costs of remedying the default and the Lessor may recover the costs by action or otherwise as for rent in arrears.
- (b) The Lessor, with the Lessor's agents and workmen and with all necessary materials and appliances, may enter upon the Premises at all reasonable times and without previous notice and to carry out any repairs which in the opinion of the Lessor are of an emergency nature. If the Lessor under this power carries out any repairs which should be carried out by the Lessee in accordance with the Lessee's Covenants then the cost of those repairs is to be paid by the Lessee to the Lessor upon demand.
- (c) In the event of the early determination of the Term (or of any extension or renewal of the Term) the Lessor, with the Lessor's agents and workmen and with all necessary materials and appliances, may enter upon the Premises at all reasonable times and without previous notice and to carry out any repairs which the Lessee has failed to undertake in accordance with the covenants set forth herein. If the Lessor under this power carries

out any repairs which should be carried out by the Lessee in accordance with the Lessee's Covenants then the cost of those repairs is to be paid by the Lessee to the Lessor upon demand.

4.3 Notification of defect

The Lessee is to give to the Lessor prompt written notice of any accident to, or defect or want of repair to the structure of, or in any service to, or 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;
- (b) not without the prior written consent of the Lessor on each occasion (which consent is not to be unreasonably withheld) and other than in conformity with the requirements of any local or other authority to paint or place or permit the painting or placing on the Premises of any exterior signs, placards or other advertising media and to observe the reasonable directions of the Lessor in relation to the size and character of any signs permitted by the Lessor;
- (c) not to use or permit the use of any portion of the Premises for sleeping purposes or as sleeping apartments;
- (d) not without the prior written consent of the Lessor to conduct any auction, fire or bankruptcy sale on or from the Premises;
- (e) to keep the immediate surroundings of the Premises in a thorough state of cleanliness; to store all garbage, rubbish and refuse in a proper hygienic manner within the Premises and to attend to the expeditious disposal thereof and to observe any directions given from time to time by the Lessor relating thereto; to keep all drains inside the Premises clean and free from obstruction; and to receive and deliver goods and merchandise only in the manner and at the times and in the areas designated from time to time by the Lessor;
- (f) not to burn any garbage, refuse or rubbish except in an incinerator or incinerators and in the place or places which are approved from time to time by the Lessor and any local or other authority for that purpose;
- (g) not to use or permit the water closets, lavatories, grease traps and other sanitary appliances to be used for any purpose other than that for which they were constructed and not to do or suffer to be done any act or thing that might choke or otherwise affect or damage the same;
- (h) not without the prior written consent of the Lessor to use or permit or suffer to be used chemicals, burning fluids, or alcohol in lighting the Premises or any other method than by electricity nor to use or permit or suffer to be used any method of heating other than by electricity, gas, oil or solid fuel;

- (i) to take all proper precautions to keep the Premises free from rodents, vermin, insects, pests, birds and animals and in the event of failing to do so if so required by the Lessor, but at the cost of the Lessee, to employ from time to time or periodically pest exterminators appointed by the Lessor for that purpose;
- (j) not to make any alteration or addition in or to the Premises nor install any fitting or equipment particularly any water, gas or electrical fixture, 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

The Lessee is to indemnify and keep indemnified the Lessor from and against all claims, demands, writs, summonses, actions, suits, proceedings, judgments, orders, decrees, damages, costs, losses and expenses of any nature whatsoever which the Lessor suffers or incurs in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Premises or the use by the Lessee of the Premises or any part thereof or to any person or the property of any person using or entering on or near the Premises howsoever occasioned or wheresoever it may occur.

6.3 Increase in Lessor's insurance premium

- (a) The Lessee is not without the prior written consent of the Lessor to bring to, or keep any article or thing or do any act, matter or thing upon, the Premises which increases or may increase the rate of premium under any policy of insurance taken out by the Lessor in respect of the Premises or any part or parts thereof;
- (b) If the Lessee brings or keeps any article or thing of that nature upon the Premises or does any act, matter or thing of that nature upon the Premises then the Lessee is to pay the amount of the increased premium to the Lessor upon demand.

6.4 Avoidance of Lessor's policy

- (a) At all times in the Lessee's use of the Premises the Lessee is to comply with the requirements of the relevant authorities and all laws and regulations for the time being relating to fires and the provisions of any and every relevant statute, regulation and ordinance.
- (b) If the Lessee does or permits to be done any act, matter or thing which has the effect of invalidating or avoiding any policy of insurance taken out by, or effected under this lease for the benefit of, the Lessor then the Lessee is responsible for any damage or loss which the Lessor suffers or incurs as a result thereof.

6.5 Lessee's risk

The Lessee is to use and occupy the Premises at the Lessee's own risk and by this clause the Lessee releases to the full extent permitted by law the Lessor and the Lessor's agents, servants, contractors and employees from all claims and demands of every kind resulting from any accident, damage or injury occurring therein.

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 or the Lessee's property which is or may be deemed to be an act of bankruptcy under the Bankruptcy Act is excluded from the operation of this subclause); or

- (4) any execution either by writ or warrant or by appointment of a controller, receiver, manager, receiver and manager or other like officer is levied on or against any of the property or assets of the Lessee and not satisfied within 30 days; or
- (5) the Lessee abandons possession of the Premises, or the Premises are vacated,

then and in any of those cases (but subject always to the Bankruptcy Act 1966) the Lessee will be deemed to be in default under this lease and it will be lawful, in the discretion of the Lessor, for the Lessor or any person or persons duly authorised by the Lessor to re-enter the Premises or any part thereof in the name of the whole and to hold and enjoy peaceably the Premises thenceforth as if this lease had not been made but without prejudice to any right of action or remedy of the Lessor in respect of the breach, non-performance or non-observance of any of the Lessee's Covenants and thereupon the Lessor will be freed and discharged from any action, claim or obligation howsoever arising to the Lessee.

- (b) For the purposes of re-entry the Lessor or the Lessor's appointed agent or servant has power to open, by any means, any door or fastening for the purpose of resuming possession of the Premises and to expel and remove all persons, furniture and other property therefrom (without being liable for any action for trespass assault or other proceedings whatsoever for so doing).

8.2 Acceptance of Annual Rent etc not to prejudice Lessor's rights

Acceptance of Annual Rent or other money payable by the Lessee under this lease by the Lessor after default by the Lessee under this lease is without prejudice to the exercise by the Lessor of the powers conferred upon the Lessor by clause 8.1 or any other right, power or privilege of the Lessor under this lease and will not operate as an election by the Lessor, either to exercise or not to exercise, any of the Lessor's rights, powers or privileges.

8.3 Entry of Lessor not to constitute forfeiture

- (a) If the Lessee vacates or abandons the Premises during the continuance of this Lease (whether or not the Lessee ceases to pay the Annual Rent and other amounts payable under to this lease) then in the absence of a notice by the Lessor accepting the surrender of the Lessee's interest under this lease or a formal notice of forfeiture or re-entry being served on the 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 addition to any rights of action or remedies of the Lessor referred to in clause 8.1 the Lessor is entitled in any case where the Lessor has re-entered the Premises as a result of non-payment of the Lease Money or any part thereof or any other failure on the part of the Lessee to perform or observe the Lessee's Covenants, to recover as damages from the Lessee the difference between the amount of the Lease Money for that part of the Term as had not expired at the date of that re-entry, and the amount of Lease Money it reasonably may be anticipated the Lessor will receive for that period from another or other Lessees.

9 Additional Covenants by Lessee

9.1 Compliance with legislation and notices

- (a) The Lessee is to comply with and observe at the Lessee's own expense all present and future legislation, regulations, by-laws or orders of any competent authority affecting the use or cleanliness of the Premises by the Lessee and with all notices received either by the Lessor or the Lessee from any statutory or public authority including notices requiring the carrying out of any repairs, alterations or works and to keep the Lessor indemnified in respect of all those matters provided that nothing contained in this lease makes it obligatory upon the Lessee to carry out any work of a structural nature except as may be required or necessary by reason of the Lessee's business or the Lessee's use of the Premises and that in the event of any dispute arising as to whether any work is of a structural nature the question in dispute is to be determined by an architect or structural engineer to be nominated by the Lessor and to act as an expert and not as an arbitrator and whose fees are to be paid by the party against whom the decision is made.
- (b) Without limitation to the generality of the foregoing the Lessee is to do all things and comply and observe all requirements contained in the Factories and Shops Act 1963 of the State and to obtain and maintain any permits or certificates of registration which that Act may require to be obtained or maintained.
- (c) In default of compliance by the Lessee the Lessor, with workmen and others and with all necessary materials and appliances, may enter upon the Premises and do any act for the purpose of complying therewith and for that purpose the Lessee hereby irrevocably appoints the Lessor to be

the Lessee's true and lawful attorney and any expense incurred by the Lessor in doing so constitutes a liquidated debt and is payable to the Lessor by the Lessee on demand.

9.2 Licences and permits

The Lessee is to keep in force all licences and permits required for the carrying on of any business conducted by the Lessee in or upon the Premises.

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.
 - (5) The Lessee must pay to the Lessor all costs, charges and expenses incurred by the Lessor of and incidental to any enquiries which are made by, or on behalf of, the Lessor as to the responsibility, solvency, fitness and suitability of any proposed assignee and of and incidental to the preparation and approval of the form of assignments.
 - (6) The proposed assignee must pay to the Managing Agent its fees for arranging the assignment calculated in accordance with the current scale of fees authorised under the Real Estate and Business Agents Act 1978 of the State.
- (d) The covenants and agreements on the part of any assignee with the Lessor contained in any assignment shall be deemed to be supplementary to those contained in this lease and shall not in any way relieve or be deemed to relieve the Lessee from the Lessee's liabilities hereunder.
 - (e) Where the Lessee is a corporation (other than a public company listed on an Australian Associated Stock Exchange) any change in the principal shareholding of the Lessee shall be deemed to be an assignment of this lease and the Lessee shall not permit any such change without the consent of the Lessor which consent shall not be unreasonably withheld if the provisions of this clause are complied with.

9.4 No statutory right to assign

Sections 80 and 82 of the Property Law Act 1969 of the State are hereby expressly excluded and shall not apply.

9.5 Forbidding of registration of lease or lodging of absolute caveats etc

- (a) Neither the Lessee nor any agent or other person on behalf of the Lessee is to register this lease or lodge a caveat against the Land or any part thereof other than a subject to claim caveat to protect the Lessee's interests under this lease which caveat is to be withdrawn by the Lessee at the Lessee's expense at the expiration of the Term.

- (b) If this lease is registered, or the Lessee lodges an absolute caveat, or the Lessee fails to withdraw any subject to claim caveat upon the expiration of the Term, the Lessee in consideration of the Lessor having granted this lease irrevocably constitutes and appoints the Lessor and if the Lessor is a corporation each and every one of the directors and other officers of the Lessor jointly and severally the agent and attorney of the Lessee to surrender and withdraw the registration of this lease or caveat (as the case may be) and for those purposes to sign any withdrawals, surrenders and any other instruments and documents and to do all acts, matters and 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.

10.2 Alterations and additions

The Lessor reserves the right to add on to or alter the Premises and by this lease the Lessee agrees that the Lessor is at liberty to do so provided that any alterations or additions are carried out with reasonable dispatch and provided further that the Premises to be made available to the Lessee for the balance of the term of this lease are of comparable size and situation to the Premises.

10.3 Holding over

Should the Lessee continue to occupy the Premises beyond the expiration of the Term with the consent of the Lessor the Lessee does so under this lease as a monthly Lessee at a monthly rent equal to one twelfth of the total of the Annual Rent paid by the Lessee for the last lease year of the Term the tenancy being determinable by one month's written notice given by either party to the other and the Lessee remains entitled and subject to the rights and obligations contained herein.

10.4 Notices

Any notice:

- (a) must be in writing addressed to each party at its respective address shown in this lease or to any other address specified by any party to the sender by notice;
- (b) must be signed by an officer of, or under the common seal of, the sender or in the case of the Lessor by its solicitor or managing agent;
- (c) is to be regarded as being given by the sender and received by the addressee:
 - (1) if by delivery in person or by cable, when delivered to the addressee;

(2) if by post, 3 Business Days from and including the date of postage to the addressee; and

(3) if by facsimile transmission, when received by the addressee,

but if the delivery or receipt is on a day which is not a Business Day or is after 4.00 p.m. (addressee's time) it is to be regarded as being given at 9.00am (addressee's time) on the succeeding Business Day; and

(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.

Schedule

Item 1 Land

The land situated at and more particularly described as Lot 59, 27 Dreghorn Street, Morawa, Western Australia

Item 2 Premises

The Day Care Centre and all buildings constructed on the Land.

Item 3 Term

(a) Commencement Date

3rd of March 2012 expiring 3rd June 2015 (Probation Period),
1st renewal period 3rd June 2015 expiring 3rd September 2015
2nd renewal Period 3rd September expiring 31 December 2015.

(b) Termination Date

31st December 2015

Item 4 Option Term

As per section 3.2 Renewal Term in Day Care Service Agreement

Item 5 Place for payment of Annual Rent

All rent shall be paid to such person and place as the Lessor shall from time to time direct the Lessee in writing.

Item 6 Rent and Review

(a) Annual Rent

\$50 fifty dollars per annum, plus GST, payable in arrears by equal calendar monthly instalments of \$50 plus GST, on the first business day of each month.

(b) Review Dates

After the initial three (3) month period the Lessor reserves the right to review the rent payable.

(c) Method of Rent Review

The Lessor and Lessee shall within one (1) month before the start of the second (2) three (3) month period negotiate with the Lessee concerning the rental increase. The Lessee agrees to provide the

lessor with the details of the businesses' month to month fees charged/revenue collected. The total fees collected for three (3) month revenue may be used to determine an appropriate rental payable based on a percentum (%) of the (3) month revenue. This rent so determined shall be the rental payable for the subsequent three (3) month period.

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).

Item 10 Special clauses

The Lessor and the Lessee agree that this deed of Commercial lease is subject to the provisions of the Family Day Care Services Agreement ("FDCSA") entered into between the parties on and the provisions of the FDCSA are to prevail to the extent that there is any inconsistency with this agreement.

EXECUTED by the parties as a Deed.

Executed by the Shire of Morawa
under its Common Seal in the
presence of:



Shire President

Chief Executive Officer

SIGNED by **Ms Kylie Whitehurst** in
the presence of:



Witness:

Name (please print)

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 Dreghorn 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 31th 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 11.10 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 7, 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 to a maximum of \$1,000 per annum; and all electricity costs to a maximum of \$600 per annum

Pay telephone costs for a single telephone line rental cost. All other telephone costs including call charges to be paid by the Lessee.
 - (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)

COUNCIL RESOLUTION

Moved: Cr D J Coaker
 Seconded: Cr K P Stokes

That Council executes the new Deed of Agreement for Future Fund and all Shire of Morawa legal costs incurred for the new Deed of Agreement are to be to the account of Sinosteel Midwest Corporation Limited.

CARRIED
7/0

Date of Meeting:	17 February 2015
Item No:	7.2.6.4 (Late Item)
Subject: Day Care	
Date & Author:	13 February 2015 Shelley Smith – Executive Manager
Responsible Officer:	Chief Executive Officer
Applicant/Proponent:	Chief Executive Officer John Roberts
File Number:	Various
Previous minute/s & Reference:	

SUMMARY

The purpose of this report is to update Council as to the progress of attaining an approved provider to run the Morawa Day Care Centre.

DECLARATION OF INTEREST

The author has no interest to declare in this report.

ATTACHMENTS

Nil

BACKGROUND INFORMATION

Since January 2014 Kiera Templar has operated the Morawa Day Care Centre from Shire of Morawa premises under the name of Cheeky Little Monkeys. The CEO was advised, on 17th December 2014, by Kylie Whitehurst that she wished to take over from Kiera Templar who was leaving Morawa on 19th December

2014. Kiera Templar at no time advised the Shire that she was considering leaving the premises and did not return leaving the centre unopened in the New Year.

At the time Kylie Whitehurst requested a contract between herself and the Shire of Morawa regarding the operation of the Day Care Centre. If successful, Kylie would be contracted to work for an Approved Provider, in this instance Bright Stars Family Day Care (owned and operated by the City of Greater Geraldton). The Day Care Centre would operate under the name, Wiggles and Giggles from the Morawa Kids Care building.

This offer was put on hold pending the CEOs review of the Morawa Day Care Centre program, including contractual arrangements, candidate suitability and financial implications.

OFFICER'S COMMENT

In February 2015, the CEO requested the temporary Executive Manager to investigate other options with regard to finding a new approved provider interested in running the centre.

After contacting the governing body a list of approved providers for the region was compiled. The following business were contacted but declined to participate;

Bambini Childcare Geraldton
 Kidz Retreat Geraldton
 3 Springs Day Care Centre
 Turtle Cove Geraldton
 Perenjori Day Care Centre

The Executive Manager is currently in talks with Ready Set Grow who have centres in Geraldton, Port Denison and Perth.

The Director Frits Grader is in the process of gathering information from his other centres to see if the Morawa Day Care Centre is a viable option for them. Although there has been a good response from Fritz he would be unable to visit the centre until mid-March.

The Executive Manager has also investigated the option of the centre employing other local applicants. Unfortunately however; they were not fully qualified to run the centre on their own. There may be an option for them to be employed later as assistants once the centre has an approved provider in place.

During the month of February extensive work has been completed in getting the centre ready for the new occupants.

A full inventory with photos will be undertaken this week pending completion of the final clean.

COMMUNITY CONSULTATION

Nil

COUNCILLOR CONSULTATION

Nil

STATUTORY ENVIRONMENT

Nil

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Nil

RISK MANAGEMENT

The drafting of a Legal Agreement between Kylie Whitehurst and the Shire of Morawa will reduce the risk of the Day Care Centre not being run to the Shires standards. It will ensure that the educator complies with the Shires terms and conditions and that the premises are well maintained, clean and tidy. The agreement will stipulate a 3 month probationary period, building inspections once every 2 months and the condition that all child placements are to be approved and signed off by the CEO.

VOTING REQUIREMENT:

Simple Majority

OFFICER'S RECOMMENDATION

That Council approve appointing Kylie Whitehurst to run the Morawa 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.

COUNCIL RESOLUTION

Moved: Cr D B Collins
Seconded: Cr K P Stokes

That Council approve appointing Kylie Whitehurst to run the Morawa 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.

CARRIED
5/2

Date of Meeting:	17 February 2015
Item No:	7.2.6.5 (Late Item)
Subject:	Council Meeting Dates 2015
Date & Author:	16 February 2015 John Roberts
Responsible Officer:	Chief Executive Officer
Applicant/Proponent:	Chief Executive Officer John Roberts
File Number:	
Previous minute/s & Reference:	5 February 2015

SUMMARY

The purpose of this report is to ascertain Council's view on a change to the meeting start times of the Ordinary Meetings of Council.

DECLARATION OF INTEREST

The author has no interest to declare in this report.

ATTACHMENTS

Nil.

BACKGROUND INFORMATION

7.2.6 Chief Executive Officer - Other

<i>Date of Meeting:</i>	16 April 2015
<i>Item No:</i>	7.2.6.1
<i>Subject:</i>	Strategic Plan Update and Progress Report
<i>Date & Author:</i>	8 April 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

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 March 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 January 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:

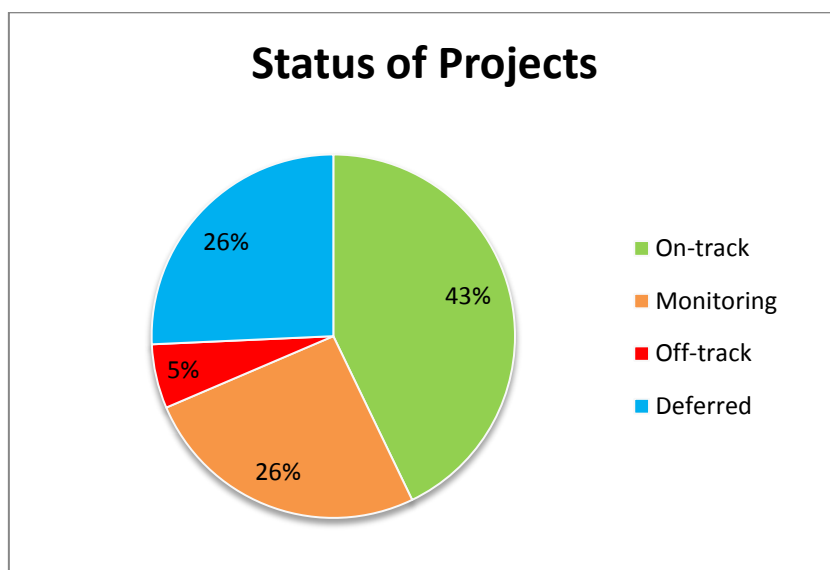


Chart 1: Breakdown on Status of Projects for 2014/15

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).	The impacts on these projects include: <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:

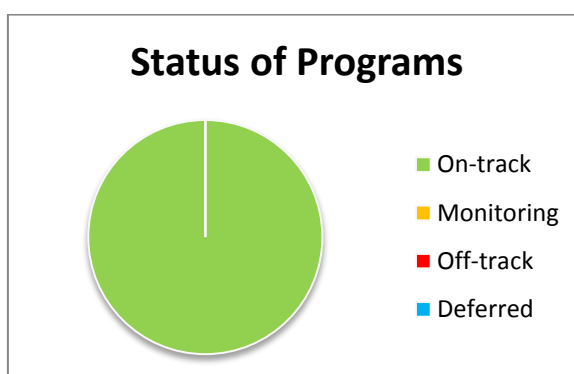


Chart 2: Breakdown on Status of Programs for 2014/15

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

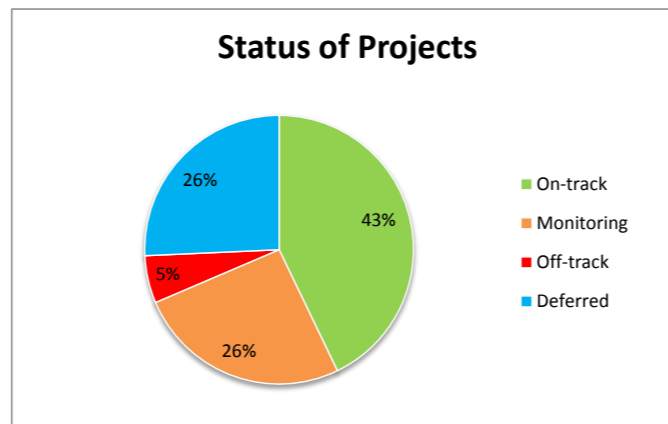
Council accepts the Shire of Morawa Strategic Plan Update and Progress Report for March 2015.

SUMMARY OF CORPORATE BUSINESS PLAN STATUS 2014/2015

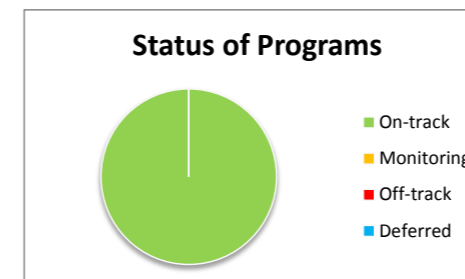
No.	Project	Who	Start	Cost	Cost Remaining	% Completed	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
1	Greater Sports Ground Development	PO				100												
2	Sports Club Development Officer	CEO				100												
3	Recreational Facility Development	DCEO/CYDO				75												
4	Morawa Community Care	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	Who	Start	Cost	Cost Remaining	% Completed	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	Projects
On-track	15
Monitoring	9
Off-track	2
Deferred	9



Status	Programs
On-track	4
Monitoring	0
Off-track	0
Deferred	0



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 <ul style="list-style-type: none"> 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
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 	
3. Recreational Facility Development: 3.1 Swimming Pool Upgrade 3.2 Construction of the Skate Park Project management 0.1 FTE Percentage Completed: 70% 3.1: 50%	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"> Steps: <ul style="list-style-type: none"> Filtration System and Shed included in 14/15 budget. Tender has been awarded to Safeway Works to be completed following the pool season ending in April 2015. <hr/> Skate Park.

3.2 100%										<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. <hr/> <p>Reduction of Vandalism</p> <ul style="list-style-type: none"> Maintenance costs (reduced) <p>Improved School Attendance</p> <ul style="list-style-type: none"> School attendance records
Program Area Operating Cost: <ul style="list-style-type: none"> Undertake ongoing maintenance and management of the Sports facilities and programs <p>Percentage Completed: 82%</p>	Ongoing			775,000	790,000	805,000	821,000			<p>Recurrent Cost post 2017: \$905,233 Staff Required: 3 FTE Cost YTD: \$742,057</p> <p>Note: Expenditure for 2014/15 set at: \$712,501 (Swimming Pools & Other Recreation)</p>

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 <p>Percentage Completed: 30%</p>	Ongoing	3.1.1, 3.1.2, 3.1.3, 3.1.4		251,884	256,900	262,000	267,000		<p>Note:</p> <ul style="list-style-type: none"> Expenditure for 2014/15: \$254,120; Includes one off contribution to Mobile Dental Clinic of \$50,000: <p>Recurrent Cost post 2017: \$272,000 Staff Required: 0.02 FTE Cost YTD: \$91,787</p>

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)
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<p>4. Morawa Community Care</p> <p>Project management 0.6 FTE</p> <p>Percentage Completed: 85% 4 Units: 100% Management: 90%</p>	High	1.9.1	CEO	528,800	420,718	40,000	40,000	Morawa Community Care	<p>Construction 2013:</p> <ul style="list-style-type: none"> • Construction of the 4 units completed • Cost post 2013/14 are recurrent costs. Will need revaluation <p>Management:</p> <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. <p>Elderly people age in their home community</p> <ul style="list-style-type: none"> • Census figures <p>Older people able to live independently</p> <ul style="list-style-type: none"> • Increase in number aged people staying in community
<p>5. Refurbish Old Council Chambers</p> <p>Percentage Completed: 50%</p>	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 • 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"> ◦ Tenders closed on 5 February 2015. A report is being submitted to the February 2015 Council meeting seeking endorsement of the recommended tenderer. <p>Increased level volunteer activity</p> <ul style="list-style-type: none"> • Annual survey • Volunteering statistics available every census <p>Older people able to live independently</p> <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 <hr/> 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 <hr/> Good relationship between community and Council <ul style="list-style-type: none"> Annual community survey
9. Trails Strategy Project management 0.1 FTE	Medium	1.7.2	CEO	0	0	260,000	0	<ul style="list-style-type: none"> LotteryWest Department of Regional 	Morawa Perenjori Wildflower Drive Trail <ul style="list-style-type: none"> R4R Grant required listed in 2013/14 Budget: \$467,000 - Pending

Percentage Completed: 0%								Development	<p>Town Heritage Walk Trails 2014/15</p> <ul style="list-style-type: none"> • \$65,000 Lotterywest application unsuccessful (7 March 2014) • \$65,000 Shire contribution not budgeted <p>Bush Trails 2014/15?</p> <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 <p>Increased level of community activity and activation trails</p> <ul style="list-style-type: none"> • Annual community survey
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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)
<p>10. Waste Management – Regional Project</p> <p>Project management 0.15 FTE</p> <p>Percentage Completed: 20%</p>	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 successful. The application was highly regarded but lack of site and proximity to Geraldton went against the proposal. • The CEO is arranging a meeting of CEOs from Morawa, Perenjori, Three Springs and Mingenew to discuss a

									regional solution.
									Coordinated waste management by Shires <ul style="list-style-type: none"> Removal of waste to sub-regional station
11. Water Supply Development Project management 0.05 FTE Percentage Completed: N/A	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.
									Future water needs secured <ul style="list-style-type: none"> Water storage constructed
12. Solar Thermal Power Station Feasibility Study Project management 0.1 FTE Percentage Completed: 95%	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
									Feasibility study completed <ul style="list-style-type: none"> Completion. (Note: The feasibility study will not proceed)
									Endorsement key agencies Satisfaction Western Power, Public utilities Office
13. Water Supply Development and Waste Water Plant Upgrade Project management 0.05 FTE Percentage Completed: 100%	Medium	1.4.4, 2.1.1, 2.1.3	CEO	0	140,000	0	0	<ul style="list-style-type: none"> Watercorp 	Works for 2013/14: <ul style="list-style-type: none"> Set at \$70,000 for sewerage pond desludging; 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

									<p>and 2 are now completed.</p> <p>Works for 2014/15</p> <ul style="list-style-type: none"> One pond remaining (\$49,681); Funding from Reserve. <p>Recurrent costs post 2016: Unknown</p> <hr/> <p>Overflow managed in winter</p> <ul style="list-style-type: none"> Nil events <p>Improved use of waste water for irrigation</p> <ul style="list-style-type: none"> Reduced potable water usage
<p>14. Sustainability Program:</p> <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 <p>Project management 0.1 FTE</p> <p>Percentage Completed: 83%</p>	Medium	2.1.5, 2.1.6, 2.2.1, 2.2.2, 2.2.3	DCEO	0	0	0	0	•	<p>2013/14</p> <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/> <p>Sustainability initiatives achieved</p> <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)
<p>15. Develop Industry Training Centre</p> <p>Project management 0.1 FTE</p> <p>Percentage Completed: 25%</p>	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 Development, Karara Mining Limited 	<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 submitted to MWRC Board 28 November 2013. Further changes completed: <ul style="list-style-type: none"> Improve in-kind contribution re project management; Develop job description form

									<ul style="list-style-type: none"> for training coordinator. 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 Regional Resource – Investment Coordinator: 1.25 FTE (Funded MWIP) Project management 0.08	High	1.2.5, 1.5.2	Super Towns Project Manager	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>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>FTE</p> <p>Percentage Completed: 83%</p>									<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"> CEO & CDO is attending Wildflower Country Committee meetings 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 <p>Wildflower Way project</p> <ul style="list-style-type: none"> Completion of project

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)
<p>20. Upgrade Morawa Airport</p> <p>Project development support</p>	High	1.10.1, 1.10.2	Project Officer	0	40,000	1,000,000	1,500,000	RDAF	<p>2013/14</p> <ul style="list-style-type: none"> New airport road sealed Feb 2014; An EOI has been requested by MDC

<p>0.02 FTE 13/14</p> <p>Project management: 0.2 FTE – External 14/15</p> <p>Asset management: 0.2 FTE - ongoing</p> <p>Percentage Completed: 50%</p>									<p>for \$900k funding. This was submitted by 11 July 2014.</p> <ul style="list-style-type: none"> • 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 <p>2015/16</p> <ul style="list-style-type: none"> • Provide Terminal Building <hr/> <p>Commencement commercial facility</p> <ul style="list-style-type: none"> • Commencement <p>Improved transport hub to the region</p> <ul style="list-style-type: none"> • Volume traffic flow <p>Service hub RFDS</p> <ul style="list-style-type: none"> • Usage
<p>21. Upgrade Major Roads and Annual Road Program</p> <p>Project management: 0.9</p> <p>Percentage Completed: 8%</p>	Medium	1.8	Works Manager	1,580,000	1,580,000	1,580,000	1,580,000	Department of Main Roads	<p>2014/15 (\$1,107,475) YTD: \$86,144</p> <ul style="list-style-type: none"> • Recurrent cost post 2016: \$1.6M <hr/> <p>Road safety</p> <ul style="list-style-type: none"> • Survey <p>Asset maintenance</p> <ul style="list-style-type: none"> • Improvement in asset ratios
<p>Program Area Operating Cost:</p> <p>Percentage Completed: 69%</p>	Ongoing		Works Manager	2,059,403	2,100,000	2,142,000	2,185,000		<p>2014/15 (\$1,722,847) Staff Required: 11 FTE Cost YTD: \$1,193,200</p> <p>Recurrent Cost post 2017: \$2.23M</p>

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"> 4 dwellings constructed; 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"> Plan and feasibility study for additional aged care housing; 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 <p>2013/14</p> <ul style="list-style-type: none"> Additional funding of \$2.536M announced 12 February 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 <p>Civic Square constructed</p> <ul style="list-style-type: none"> Project opening 30 April 2015
27. Wireless and Mobile Blackspot Coverage Project involves Shires of Morawa, Mingenew,	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 as follows: <ul style="list-style-type: none"> Merkanooka (\$680,000) <ul style="list-style-type: none"> CLGF – R: \$ 83,333 MWIP: \$534,167

<p>Perenjori and Three Springs and MWDC</p> <p>Project management: 0.1</p> <p>Percentage Completed: 50%</p>									<ul style="list-style-type: none"> ▪ Shire Funds: \$ 62,500 ○ Morawa East High (\$942,000): <ul style="list-style-type: none"> ▪ CLGF – R: \$500,000 ▪ MWIP: \$379,500 ▪ Shire Funds: \$ 62,500 • Business went to the MWDC Board on 28 February 2014; • Minister Redman announced 7 March 2014 \$1M approved from CLGF – R; • FAA for project received by CEO. Advised DRD awaiting outcome of MWIP decision before project milestones developed; • MWDC Board advised 19/03/14 it does not support EOI. Advice issued to participating shire presidents; • Issue also referred to Shane Love MLA to discuss with Minister Redman; • Council briefed on current position 20 March 2014. Indicated that funding should now go to the upgrading of the Morawa Airport; • CEOs have had preliminary discussions on allocation of funding to the Airport project; • Item will be required by Council to seek reallocation of funding (May OCM 2014); • Letter of support received from Shire of Mingenew 29 April 2014. • See comments under item 20. <p>Note: The 2013/14 Budget contains an additional \$250,000 from the Community Development Reserve for electrical works</p> <hr/> <p>Meets community standards</p> <ul style="list-style-type: none"> • Monitoring data speed <p>Increase coverage and reliability</p> <ul style="list-style-type: none"> • Telstra
<p>28. Power Line Upgrade</p> <p>Project management: 0.1</p>	Medium	1.4.2	MWDC	0	0	0	0	Wester Power	<p>Project deferred until development of next corporate business plan:</p> <ul style="list-style-type: none"> ○ Must be externally funded; ○ Budget \$7M

Percentage Completed: N/A									
29. Land Development – Residential and Industrial Project management: Landcorp? Percentage Completed: 100% <ul style="list-style-type: none"> Residential: 100% Industrial: 50% 	High	1.1.2	CEO	800,000 Landcorp	900,000 Landcorp			Landcorp	Costs for 2012/13, 13/14 met by Landcorp: <ul style="list-style-type: none"> 38 residential lots 50 industrial lots 2013/14 Residential Sub-division <ul style="list-style-type: none"> First stage of residential sub-division completed – 8 blocks Industrial Sub-division <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/> Lots successfully developed <ul style="list-style-type: none"> Sale of lots
30. Gateway Project Plans Project management: 0.1 Percentage Completed: 10%	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"> Sinosteel: \$200,000. Stated in CBP confirmed. However, only \$30,000 put aside; Shire: \$50,000 to be budgeted. Has not happened. 13/14 Budget \$250,000 Sinosteel? SMC are now offering \$100,000 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/> Formal entry will provide sense of place <ul style="list-style-type: none"> Annual community survey Visitor survey conducted visitor centre
31. Omnibus Scheme Development	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:

<p>Project management: 0.2</p> <p>Percentage Completed: 80%</p> <ul style="list-style-type: none"> • Omnibus: 80% • Urban Design: 80% • LP Strategy: 80% 									<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/> <p>LP Strategy and Scheme</p> <ul style="list-style-type: none"> • Completed report WAPC <p>Omnibus</p> <ul style="list-style-type: none"> • Completed report WAPC <p>Urban design guidelines</p> <ul style="list-style-type: none"> • Endorsement by Shire of Morawa as policy
<p>32. Old Morawa Hospital</p> <p>Project management: 0.05</p> <p>Percentage Completed: 80%</p>	Medium	1.9.4	CEO	0	50,000	0	0	MWDC, R4R	<p>2013/14</p> <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 has obtained a legal opinion on the transfer of the building. This opinion is currently under review <hr/> <p>Hospital is renewed as community asset</p> <ul style="list-style-type: none"> • Project completion and new community use

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)
<p>33. Leadership and Mentoring – Young people</p> <p>Project management 0.01 FTE</p> <p>Percentage Completed: 20%</p>	High	3.1.9	CYDO	0	120,000	120,000	120,000	<ul style="list-style-type: none"> Morawa Youth Centre 	<p>2013/14</p> <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 <p>2014/15</p> <ul style="list-style-type: none"> Operating \$158,892 YTD \$15,396; <hr/> <p>Young people move into leadership role</p> <ul style="list-style-type: none"> Number in community organisations and Council
<p>34. Leadership and Advocacy Role:</p> <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 Advocate for adequate police and emergency services <p>Project management 0.1 FTE</p>	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 	<p>Met through normal operating costs</p> <p>2013/14</p> <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 Conference; <hr/> <p>Agencies and Service Providers meet community needs</p> <ul style="list-style-type: none"> Annual community survey

Percentage Completed: 83%									
<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 April 2015. <p>Compliance with all Legislation and LG Act</p> <ul style="list-style-type: none"> Annual Compliance Return 2014 completed and submitted in March 2015. PID annual survey completed, 30 June 2014 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.

										Annual Customer Surveys <ul style="list-style-type: none"> Process to be revisited during 2014/15 <hr/> Excellence in governance, management and leadership <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): Monitor 2 Off-track 2	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); 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); 	

		<ul style="list-style-type: none"> ○ 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 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. Now using City of Greater Geraldton • 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 • CLGF – Local: \$ 718,000 • Mid West DC: \$3,049,980 • Other: \$5,147,500 	<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 \$1M approved 7 March 2014); • 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> <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>Financial Ratios</p> <p>The 2013/14 auditor's report puts three ratios within acceptable limits and three that are borderline</p>	
<p>Operational Risk Assessment</p>	<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 	
<p>Internal Analysis (Required Improvements)</p>	<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 	<p>See Operational Risk Assessment</p>	
<p>Measuring Our Success</p>	<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; • Nil waste targets achieved; • All residents able to access primary health care service within 24 hour target; 	<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. • 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"> • 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"> • 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 until a later date	
Project completed	

<i>Date of Meeting:</i>	16 April 2015
<i>Item No:</i>	7.2.6.2
<i>Subject:</i>	Council Meeting Dates 2015
<i>Date & Author:</i>	9 April 2015 John Roberts
<i>Responsible Officer:</i>	Chief Executive Officer
<i>Applicant/Proponent:</i>	Chief Executive Officer John Roberts
<i>File Number:</i>	
<i>Previous minute/s &</i>	
<i>Reference:</i>	17 February 2015

SUMMARY

The purpose of this report is to obtain Council's approval for a change to the meeting start times and dates of the Ordinary Meetings of Council.

DECLARATION OF INTEREST

The author has no interest to declare in this report.

ATTACHMENTS

Nil.

BACKGROUND INFORMATION

At the February Council meeting Council decided to change the start times of the meetings from 5.30pm to 1pm.

OFFICER'S COMMENT

The first meeting that commenced at the new time of 1pm proved difficult for a number of Councillors to attend. After further discussions with Elected Members at the 8 April 2015 Briefing Session it was generally agreed to revert back to the 5.30 pm start time. It was also generally agreed to not have meetings during January, May and October each year due to extremely heavy workloads in the agricultural sector. The CEO to advertise the amended 2015 meeting schedule.

COMMUNITY CONSULTATION

Nil

COUNCILLOR CONSULTATION

8 April 2015 Briefing Session

STATUTORY ENVIRONMENT

Nil

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Nil

RISK MANAGEMENT

Nil

VOTING REQUIREMENT:

Simple Majority

OFFICER'S RECOMMENDATION

That Council:

1. approve the change of the start time of Ordinary Council meetings from 1pm to 5.30pm, commencing from the April 2015 meeting.
2. agree not to hold meetings in January, May and October each year.

Date of Meeting:	16 April 2015
Item No:	7.2.6.3
Subject:	Ausco Lease – White Ave – Exercise of Option to extend Agreement
Date & Author:	8 April 2015 John Roberts
Responsible Officer:	Chief Executive Officer
Applicant/Proponent:	Chief Executive Officer John Roberts
File Number:	Various
Previous minute/s &	

INTRODUCTION

The purpose of this report is for Council to approve an extension to the commercial arrangement with Ausco Modular Pty Ltd to enable continued operation of the 160 man camp located at Lot 501 White Avenue Morawa.

ATTACHMENTS

Nil

BACKGROUND INFORMATION

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

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

OFFICER'S COMMENT

The CEO has recently been approached by AUSCO Modular to discuss an extension of the Lease of Portion Lot 511 White Avenue.

The term of occupancy was for an initial three year term with the option of two more, three year extensions with final expiry in 2021.

The initial agreement financial arrangement is as follows:

A Base Rent of \$100.00 per month with the opportunity to undertake a market review in prior to any extension.

An occupancy rate of \$3.50 per occupant, per night, with a CPI review prior to any extension.

It is proposed the Base Rent market review is waived and the Occupancy Rate is increased to \$3.745 in line with CPI increases.

STATUTORY ENVIRONMENT

Nil

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

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

STRATEGIC IMPLICATIONS

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

“Support the facilitation of mining infrastructure investment into Morawa for the benefit of the Morawa community i.e. worker accommodation, service support, training, etc.”

RISK MANAGEMENT

The main risk relates to construction workforce integration into the local community. It will be important for visiting workers to integrate and work with the local community. It will be similarly important for the local community to embrace and welcome these visitors to our town. The operators and owners of the camp carry the majority of the risk and would not be in a position to remain if occupancy rates are not at a profitable level, hence the lease arrangement is deemed to be fair and reasonable

OFFICER’S RECOMMENDATION

That Council resolve to:

- 1. approve a three year extension to the commercial arrangement with Ausco Modular Pty Ltd to enable continued operation of the 160 man camp located at Lot 501 White Avenue Morawa.**
- 2. waive the right for a market review of the Base Rate.**
- 3. approve an increase in the Occupancy Rate as prescribed in the lease agreement.**
- 4. authorise the Shire President and Chief Executive Officer to be signatories to the extension of the lease agreement to 30 June 2017.**

Date of Meeting:	16 April 2015
Item No:	7.2.6.4
Subject:	Waste Collection agreement – Exercise of Option to extend
Date & Author:	8 April 2015 John Roberts
Responsible Officer:	Chief Executive Officer
Applicant/Proponent:	Chief Executive Officer John Roberts
File Number:	Various
Previous minute/s &	

INTRODUCTION

The purpose of the report is for Council to consider a request to extend the Waste Collection contract for a further 2 years.

ATTACHMENTS

Nil

BACKGROUND INFORMATION

BL & MJ Thornton Waste Removal Service currently have a three year contract with the Shire of Morawa to collect waste in the Morawa and Perenjori town sites. The contract commenced on 1 July 2012 and expires on 30 June 2015. The contract contains an option to extend the contract for a further term of 2 years. BL & MJ Thornton Waste Removal Service have advised they wish to exercise that option.

OFFICER'S COMMENT

BL & MJ Thornton Waste Removal Service were originally awarded the contract to ensure continuity of a waste collection service whilst alternative waste management solutions were examined. To date service delivery has been extremely satisfactory.

At this time with uncertainty regarding the long term solution to waste management in the region it is prudent to extend the contract for a further 2 years.

STATUTORY ENVIRONMENT

Local Government Act 1995

Local Government (Functions and General) Regulations 1996, Part 4A

RISK MANAGEMENT

A continuity of the waste collection service is imperative.

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Nil. There will be no increase in the collection fees if the extension is granted.

STRATEGIC IMPLICATIONS

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

“Develop a Capital Works Program and identify the scope to undertake upgrade enhancement works for (a) shire sewer system, (b) shire land fill and (c) water management (i.e. shire dams, scheme water, town drainage)”.

OFFICER’S RECOMMENDATION

It is recommended that:-

- 1. Council authorise an extension of 2 years to the current contract with BL & MJ Thornton Waste Removal Service. The extension period to commence on 1 July 2015 and end on 30 June 2017.**

<i>Date of Meeting:</i>	16 April 2015
<i>Item No:</i>	7.2.6.5
<i>Subject:</i>	Policy and Procedures Manual & Delegations Register Review 2015
<i>Date & Author:</i>	10 April 2015 John Roberts
<i>Responsible Officer:</i>	Chief Executive Officer
<i>Applicant/Proponent:</i>	Chief Executive Officer
<i>File Number:</i>	ADM 0159
<i>Previous minute/s &</i>	

SUMMARY

The purpose of this report is for Council to adopt the reviewed and amended Shire of Morawa Policy Manual & Delegations Register as tabled.

DECLARATION OF INTEREST

Nil

ATTACHMENTS

The Shire of Morawa Policy Manual and Delegation Register. (These documents will be provided prior to the meeting in sufficient time to enable Elected Members to review).

BACKGROUND INFORMATION

It is current Council policy to carry out a review of the Policies and Procedures of the Shire annually. It is a statutory requirement that Shire delegations are also reviewed annually. The Shire of Morawa Policy Manual & Delegations Register was last reviewed at the Council Meeting held on 20th March 2014.

OFFICER'S COMMENT

The Shire of Morawa maintains a Policy Manual and Delegations Register with an up-to-date recording of the various policies and delegations of the Council. The Shire Delegations Register reflects those delegations made to senior staff to improve operational efficiencies and organizational effectiveness.

The policies relate to issues of an on-going nature (policy decisions on single issues are not recorded in the manual). The objectives of the Council's Policy Manual are:-

- To provide Council with a formal written record of all Council policy decisions;

- To provide staff with precise guidelines in which to act in accordance with Council's wishes;
- To enable the staff to act promptly in accordance with Council's requirements, but without continual reference to Council;
- To enable Elected Members to adequately handle enquiries from electors without undue reference to the staff or the Council;
- To enable Council to maintain a regular review of Council policy decisions and to ensure they are in keeping with community expectations, current trends and circumstances;
- To enable ratepayers and customers to obtain immediate advice on matters of Council Policy.

The Shire of Morawa Policy Manual has been reviewed and updated accordingly. All updates are highlighted for ease of reference.

COMMUNITY CONSULTATION

Nil

COUNCILLOR CONSULTATION

Nil

STATUTORY ENVIRONMENT

Local Government Act 1995 Section 2.7, 5.42.and 5.44

POLICY IMPLICATIONS

The Policy Manual and Delegations Register are to be reviewed at least once annually

FINANCIAL IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Nil

RISK MANAGEMENT

Nil

VOTING REQUIREMENT:

Absolute Majority

OFFICER'S RECOMMENDATION

It is recommended: that-

Council resolve to adopt the reviewed and updated Shire of Morawa Policy Manual & Delegations Register as tabled.

- 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 21st May 2015