

AGENDA



SHIRE OF MORAWA 15th May

Councillors and Senior Staff are reminded that the next Ordinary Meeting of the Morawa Shire Council will be held in the Morawa Shire Chambers, Winfield Street, Morawa on Thursday 15th May 2014

Briefing Session

4pm- 5.30pm

Ordinary Council Meeting

5.30pm -Onwards



Sean Fletcher
Chief Executive Officer
Date: 9th May 2014



15th May 2014

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Next Meeting

Ordinary Meeting 19th June,2014

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.

**Sean Fletcher
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 4.30 pm

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 S Fletcher	Chief Executive Officer
Mr D Williams	Deputy Chief Executive Office
Mr P Buist	Principal Works Manager
Ms W Gledhill	Manager of Accounting and Finance

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 Confirmation of Minutes

17th April – 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>	15 May 2014
<i>Item No:</i>	7.1.1
<i>Subject:</i>	Morawa Community Aged Care Committee Report
<i>Date & Author:</i>	6 May 2014 Sean Fletcher
<i>Responsible Officer:</i>	Chief Executive Officer
<i>Applicant/Proponent:</i>	Chief Executive Officer Sean Fletcher
<i>File Number:</i>	Various
<i>Previous minute/s &</i>	
<i>Reference:</i>	Council Meeting 17 April 2014

SUMMARY

The Morawa Community Aged Care Committee Report provides an update on the progress of matters regarding the Committee.

DECLARATION OF INTEREST

The author has no interest to declare in this report.

ATTACHMENTS

1. Morawa Community Aged Care Committee Action Matrix

BACKGROUND INFORMATION

In summary the key steps or work of the Committee to date is updated as follows:

Component	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
Establish Committee • Appointment • 1 st Meeting								
Compliance Framework: • Support materials • Develop policies								
Develop Service Delivery Plan (Fees & charges, risk management, LTFP)								
Handover of units: • Joint Venture • Other								
Implement property management								
Resolve other matters e.g. stakeholder access								

Implement engagement process: • Community, Unit users										
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Legend

Completed	Projected
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Timeline: Key Steps of the Work of the Committee 2014

Provided for Council’s information is the Committee’s action matrix submitted at the April Committee meeting, which is attached.

Further to the above, the Morawa Community Aged Care Committee resolved at its April meeting to ask the Chief Executive Officer to:

- a. Develop the Service Delivery Plan as a final draft for the Committee’s consideration at its meeting on 13 May 2014.
- b. Develop draft policies for the Committee’s consideration at its meeting on 13 May 2014 regarding:
 - i. Eligibility criteria regarding the occupancy of the aged units; and
 - ii. Other such criteria regarding the management of the aged units.

Accordingly, the author submitted the final draft of the Service Delivery Plan to the Committee at its meeting on 13 May 2014. This has allowed the author to put forward preliminary costs including fees and charges and the framing of appropriate reserves for the 2014/15 Budget.

The author also submitted a number of draft policies including:

- Eligibility criteria for of the aged units (Joint Venture and Non Assets Based);
- Fees and charges for the aged units; and
- Responsibilities of the Shire.

Both the Service Delivery Plan and the draft policies developed to date will be presented to Council for adoption at the June/July council meetings.

The author has also issued to the committee members a resources file, had ongoing conversations with the Department of Housing, the Department of Lands, the Department of Commerce and Morawa Community Care Inc. regarding the handover of Morawa Villas to the Shire. The author has also put an update in the Morawa Scene for 13 May 21014 regarding the Committee’s progress.

OFFICER’S COMMENT

The Committee has no matters for Council’s formal consideration in this report.

COMMUNITY CONSULTATION

Nil

COUNCILLOR CONSULTATION

Council Briefing Session 15 May 2014.

STATUTORY ENVIRONMENT

Nil

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 Morawa Community Aged Care Report for May 2014 submitted by the Chief Executive Officer.

Action Matrix

April 2014

Responsibilities	Typical Scope	Outcome and Implementation Process
<p>1. The effective administration and financial management of the Facility including the development and review of appropriate reports</p>	<ul style="list-style-type: none"> The Committee will need to satisfy itself that there is appropriate administrative support and functions in place. Financial reports regarding the management of the Morawa Aged Care Units will need to be available at each ordinary committee meeting. 	<p>Agendas/Minutes</p> <ul style="list-style-type: none"> Performed by the CYDO <p>Financial Reports and Support</p> <ul style="list-style-type: none"> Initially by Shire finance staff; Property management function in future? <p>Auditor</p> <ul style="list-style-type: none"> Shire’s auditor (UHY Haines Norton) <hr/> <p>Update</p> <ul style="list-style-type: none"> Mrs Hoad will take the Committee minutes from 16 April 2014
<p>2. Determine fees and charges for the use of the Facility, subject to the Council’s adoption of the budget</p>	<ul style="list-style-type: none"> Council as part of the budget process must set fees and charges each year for the services and facilities it provides. The Committee will need to recommend what the fees and charges are each year in accordance with Council’s requirements and those of the Department of Housing. 	<ul style="list-style-type: none"> All nine (9) units will be under the management of the Shire. Preliminary fees and charges for consideration at the next MCAC meeting (15 April 2014): <ul style="list-style-type: none"> Will need an indication of the current fees for the Joint Venture Units (based on DoH criteria); Will need an indication of fees and charges for Independent Units: <ul style="list-style-type: none"> No means testing; Straight rental arrangements; Lease for Life criteria; What others are doing; Determine level of funding that the Shire of Perenjori is willing to contribute due to links with Morawa Perenjori Health Service; Determine suitability of an “entry” fee as opposed to a bond. <hr/> <p>Update</p> <p>CEO has prepared a draft service delivery plan for consideration</p>

<p>3. Ensure that all fees and charges received associated with the management of the Facility are deposited into the appropriate Shire bank accounts</p>	<p>Depending on the nature of the fees and charges set will determine where the fees and charges raised are deposited:</p> <ul style="list-style-type: none"> • For the Joint Venture houses the fees and charges raised would need to go into an appropriate reserve for ongoing maintenance and repairs according to Department of Housing guidelines; • For the units developed by the Shire, the income would be deposited subject to how those units are used: <ul style="list-style-type: none"> ○ Normal lease/rent into the municipal account; ○ Lease for Life into an appropriate account/trust. 	<p>Department of Housing</p> <ul style="list-style-type: none"> • CEO to commence follow-up with Trevor Gregory regarding the transfer arrangements for the Joint Venture units: <ul style="list-style-type: none"> ○ Review of agreements; ○ Works to be undertaken by Department of Housing before handover; ○ Establishment of appropriate accounts. <p>Morawa Aged Care Units (MACU)</p> <ul style="list-style-type: none"> • CEO to meet with Brian and Betty Ross to commence handover process: <ul style="list-style-type: none"> ○ Brief the Ross's on proposal: <ul style="list-style-type: none"> ▪ Determine existing arrangements and processes; ▪ Review financial arrangements and purposing of MACU funds. ○ Shire staff to become familiar with processes. <hr/> <p>Update CEO to meet with Mr and Mrs Ross on their return from their holidays (mid April?)</p>
<p>4. Noting or authorising relevant capital works, maintenance and repairs within budgetary constraints</p>	<ul style="list-style-type: none"> • All capital works, maintenance and repairs must not exceed the budget set and approved by Council for the Aged Housing sub-program area. • There are a range of maintenance and repair matters that are operational in nature and thus will occur at staff level. An inventory of repairs and costs incurred would be monitored by the Committee. • In some cases the Committee may be asked by Shire staff to prioritise certain expenditure through the reallocation of costs to cover a key expense providing it does not exceed the budget for the Aged Housing sub-program area; • If further funding is required then this must be submitted to Council for consideration. 	<p>Startup Funds</p> <ul style="list-style-type: none"> • Will need to determine the level of startup funds (MACU Funds); • Whole of life costs will need to be considered. <p>Maintenance</p> <ul style="list-style-type: none"> • It would be prudent to have a maintenance contract in place; • CEO will need to seek a service provider; • Committee will need to review requirements closely for first 12 months. <p>Property Manager</p> <ul style="list-style-type: none"> • For 9 units, 0.4 FTE is required with appropriate skills, knowledge (Ratio is normally 1 FTE to 20-24 units/properties)

		<hr/> Update Will occur as per the implementation plan
5. Reviewing the needs of the occupants: a. Internally through ongoing involvement of the users in the development and use of the Facility; b. Externally through encouraging public interest, participation and involvement in the development and use of the Facility.	As part of any good service delivery model, there is the need to review the needs of the occupants on a regular basis. This would involve consultation with the users or potential users and seeking input from them regarding the suitability of the aged units as a facility	Engagement Process <ul style="list-style-type: none"> • Tenant meetings; • Newsletter; • Update to the community at large. <hr/> Update The engagement process is scheduled to commence with the community from May 2014
6. Ensuring compliance with community housing requirements and legislation	This is a key governance requirement that includes ensuring that there is compliance with the appropriate legislation concerning those units that were built or maintained with assistance from the Department of Housing i.e. the Joint Venture Housing units. The range of applicable legislation/policies includes: <ul style="list-style-type: none"> • Community Housing Allocations Policy; • Community Housing Income and Asset Limits Policy; • Community Housing Registration Policy; • Community Housing Rent Setting Policy 	Support Materials <ul style="list-style-type: none"> • CEO to develop reference manual or package of information regarding requirements: <ul style="list-style-type: none"> ○ DoH requirements; ○ What other local governments are doing; ○ Other information. • Committee to develop appropriate policies based on this information: <ul style="list-style-type: none"> ○ Waiting lists and sensitivities handled by staff. <hr/> Update CEO has developed reference materials and will issue these at the April meeting. Information regarding the “assets test” for Joint Venture Housing already issued.
7. Development of Council policies for the successful management of the Facility which are consistent with the directions and instructions of Council	The Committee may need Council to adopt policies from time to time that will assist both the Committee and support staff	Self explanatory <hr/> Update The policies will dictate the work of the Committee on an ongoing basis.

<p>8. Where appropriate, make recommendations to Council on the needs and requirements of the level of service required regarding the Aged units including major repairs and/or upgrades or the provision of additional services</p>	<p>The committee will need to make recommendations from time to time to Council on the incurring of major costs. This may include:</p> <ul style="list-style-type: none"> • Major repairs e.g. replacement of damaged key plant, fittings and equipment; • Major Upgrades e.g. the construction of additional units or other rooms/facilities, the purchase of plant, fittings and equipment; • The need to provide additional services e.g. those other than aged accommodation but compliment the needs of the units users 	<p>Budget Submissions</p> <ul style="list-style-type: none"> • The Committee will need to submit these requirements to Council based in part on Item 10 or changing circumstances. <hr/> <p>Update Initial costings will fall in line with the service delivery plan.</p>
<p>9. Minimising the Shire’s public liability risk exposure</p>	<p>Incumbent on the Shire is the need to ensure that the risk to the public that enters the Facility is minimised</p>	<p>Insurance Schedules CEO to review requirements with Local Government Insurance Services</p> <hr/> <p>Update Scheduled to occur in X</p>
<p>10. Maximising the sustainable use of the Facility: a. Develop and review a Facility service delivery plan and risk management plan; b. Develop and review the long term financial plan and budget each year for Council’s consideration.</p>	<p>As the aged units are a key service to the community, the Committee will need to develop appropriate informing strategies that feed into the Shire’s Strategic Community Plan and the Corporate Business Plan including:</p> <ul style="list-style-type: none"> • Service delivery plan (strategic/action plan); • Risk management plan; and • A long term financial plan and budgets 	<p>Business & Governance Planning Process</p> <ul style="list-style-type: none"> • The Committee will need to workshop these requirements; • WACHS will be a key stakeholder: <ul style="list-style-type: none"> ○ Recognition on progression of use; ○ Care and cooperation by hospital to residents. • Look into additional units on (old) hospital land; • Feasibility of private “lifestyle village”. <p>Implementation Timeframe</p> <ul style="list-style-type: none"> • Six months: Management of Facility • 12 months: All Key Requirements In Place <hr/> <p>Update CEO has developed draft format for the service delivery plan.</p>
<p>11. Other Issues</p>	<p>Other Matters Raised 18 March 2018</p>	<p>Fencing and Access to Hospital</p> <ul style="list-style-type: none"> • Fencing will be required to at least the back of the carport to help with intrusive lighting; • Important to ensure that there remains ease of access to the hospital for residents.

		<p>Lawn Area</p> <ul style="list-style-type: none">• Responsibility belongs to the Hospital <hr/> <p>Update These matters</p>
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Matrix: Morawa Community Aged Care Committee Key Issues

<i>Date of Meeting:</i>	15 May 2014
<i>Item No:</i>	7.2.1
<i>Subject:</i>	Status Report
<i>Date & Author:</i>	2 May 2014 Sean Fletcher
<i>Responsible Officer:</i>	Chief Executive Officer
<i>Applicant/Proponent:</i>	Chief Executive Officer Sean Fletcher
<i>File Number:</i>	Various
<i>Previous minute/s &</i>	
<i>Reference:</i>	17 April 2014 (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 May 2014 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).

The author stated in the November 2013 Status Report that the Status Report is not listed in the Standing Orders. In the December update to Council, the author advised this report was moved from Section 5 of the Agenda and located within Section 7.2 which is for reports from the Chief Executive Officer as per the Standing Orders. In due course, the Status Report will be moved to the Information Bulletin.

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 May 2014 Status Report submitted by the Chief Executive Officer.

MEETING	ITEM	ACTION REQUIRED	RESPONSE	OFFICER	TIME FRAME
Jun-06	10.20	Consider community options for use of existing Morawa Hospital.	<ul style="list-style-type: none"> • Hospital has been transferred to the Shire under an interim deed of arrangement through the Dept of Health until permanent transference has been completed via resolution of an outstanding native title matter. Morawa's selection as a Super Town may also offer some opportunities. TPG has suggested that old Hospital could be turned into a modern Backpacker's Hostel to service Morawa and the region. Another option is an over 55's Retirement Village or converting the site into a potential camp school for education purposes. An engineering assessment is being coordinated to clarify the condition of the building. • A scope of works is currently being prepared follow up requested on 8 May 2013. Engineer was onsite 12-06-2013 report to follow. Still waiting. • EHO sent reminder 11 November 2013 re report. • The report was received on 26 November 2013. Council advised of its contents at the Briefing Forum on 19 December 2013; • CEO and DCEO did a thorough walkthrough of the site on 6 January 2014 re the report; • CEO discussed further with Council at the Briefing Forums on 11 February 2014 and March 2014; • Council visited the site on 20 March 2014. Initial discussions followed the site visit. It is recommended that a workshop on the matter is held at an appropriate time in the future; • CEO advised at the Council meeting 17 April 2014 that he has asked for an extension of time on the "Intention to Take" order to allow Council time to consider this matter. This has now been granted. 	CEO	Dec-14

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 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 Forum regarding the Old Morawa Hospital. Some preliminary discussion was had on 20 March 2014. 	CEO / CYDO	Dec-13
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Oct-09	8.1.2	Morawa Sports Ground Amenities Upgrade	<ul style="list-style-type: none"> • Official opening held 9 December 2013 with over 85 persons in attendance and three members of parliament including the Minister for Sport. • Council resolved at the November 2013 OCM that further designs and costings were required regarding the roof over the patio area. Four designs were received early March but failed to address the area over the canteen area were returned for correction. Final designs and quotes were received 4 April 2014: <ul style="list-style-type: none"> ○ Designs and costs to be discussed at the Briefing Session on 15 May 2014; • Works regarding the playground are completed with the fence installed 29 April 2014 and shade sail installed 5 May 2014: • Councillors were given the opportunity on 20 February 2014 to review the Pavilion and discuss suggestions regarding the hanging, display and storing of the sporting clubs honour boards and memorabilia. A discussion with the clubs was held on 26 March 2014 regarding the placement of the honour boards and memorabilia within the Pavilion: <ul style="list-style-type: none"> ○ CEO to seek costs from Shire of Irwin regarding the mobile display cabinets; ○ Clubs still sorting out honour boards and memorabilia. • Other works regarding the BBQ will occur shortly: <ul style="list-style-type: none"> ○ Installation for gas or electrical BBQ in the same. Two quotes received are \$7,200 or 7,900 (electrical connection will cost \$4,500 or \$2,700). • The CCTV quotes are pending. Approximate cost is \$8,000; • Other rectifications include: <ul style="list-style-type: none"> ○ Kitchen door window - completed; ○ Repairs to toilet holders - completed; ○ Correction to sensor in Ladies Changeroom - completed; ○ Hand basin in Ladies Changeroom is affected by distance from the hot water system – pressure issue. To be resolved end of May 2014; ○ Airconditioning controllers – Ladies Changeroom changed to manual control; ○ Mirror installed in Ladies Changeroom; ○ Seals installed on roller doors. 	CEO	Oct-13
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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. 	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 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. • 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. 	DCEO	Dec-12

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>Note: The progress on this project is now subject to the Industrial Sub-division outcomes</p>	CEO	Dec-13
Dec-10	8.3.4	Karara Mining Ltd Regional Community Trust	<ul style="list-style-type: none"> Enter into discussions and negotiate a Regional Community Trust for Morawa, Perenjori, Three Springs and Mingenew with Karara Mining Ltd. No action at this time due to Karara's status 	CEO	Feb-13
Jun-11	8.2.1	Climate Change Risk Assessment & Adaptation Action Plan	<ul style="list-style-type: none"> Implement adaptation action plan strategies rated 'extreme' and 'high' as budgetary and human resources permit. Consideration required to start funding actions in 2014/15 	CEO	Jun-13
Dec-11	8.2.6	Morawa Skate Park	<ul style="list-style-type: none"> The major work on the Skate Park has been completed Remaining minor works include: <ul style="list-style-type: none"> Shade sail – will be installed by staff once Karara commits to a replacement shade sail; Costing for artificial turf surround completed (\$3,000); Costing for plants identified and submitted to the 13/14 Budget Review; A review by Convic of minor cracking occurred on 6 March 2014. Currently developing options for night lighting for 14/15 Budget consideration 	CYDO	Dec-12
Feb-12	8.2.1	Shire of Morawa Asset Management Plan	<ul style="list-style-type: none"> Seek additional funding and establish a preferred resourcing proposal to proceed with strategies identified under the Council adopted Shire of Morawa Asset Management Plan. Fair value calculations regarding assets nearing completion: <ul style="list-style-type: none"> Shire plant and equipment remaining category to be recognised; Morrison Low will then need to update the Asset Management Plan to reflect calculations 	CEO	Dec-12

Apr-13	8.2.1	Morawa Supertown – Revitalisation Project	<ul style="list-style-type: none"> • Additional funding was formally announced by Shane Love MLA on 12 February 2014. • The tender for the road re-alignment was awarded by Council to WBHO Civil on 20 February 2014: <ul style="list-style-type: none"> ○ Site possession took place on 4 March 2014. WBHO Civil personnel had an initial meeting with the Project Officer on 6 March 2014 and have also introduced themselves to businesses in town; ○ Works commenced 17 March 2014; ○ Pending - Council resolved 20 March 2014 Minor land acquisition by Main Roads re Lot 454 Winfield Street Morawa to finalise site access and development issues. Progressing to the next stage re clearances. 	CEO	Jun-13
Apr-13	8.2.2	Regional Mobile Tower Coverage	<ul style="list-style-type: none"> • DRD confirmed on 26 February 2014 that the \$1M from the CLGF-R component was approved by Cabinet and issued the FAA at the same time. Minister Redman made this announcement on 7 March 2014. • In the interim, the CEO advised DRD (Meegan Babe – Project Officer) on 6 March 2014 that the project commencement date and access to funding is subject to endorsement by the MWDC Board re MWIP funding, which in turn is still subject to final approval by Cabinet. • The MWDC Board met on 28 February 2014 to discuss the project. CEO asked for feedback on 6 March 2014 regarding the outcome of the meeting. • The CEO and Project Officer also made a submission to the Commonwealth Government’s \$100M Mobile Coverage Programme and have listed Merkanooka and Morawa East High as areas requiring a base station. The President based on comments made by some councillors at the Council meeting on 20 February 2014 suggested they contact the CEO on other potential locations. The CEO also asked for this information in the Councillor update issued on 28 February 2014 including whether Merkanooka North and Canna/Gutha North East was suitable; • In an email to councillors on 19 March 2014, the author advised that the MWDC Board did not support the project. In short, the letter from the MWDC stated that funding from the Mid West Investment Plan to the seven sites is not supported (worth about \$2.2M) as: <ul style="list-style-type: none"> ○ The MWDC is continuing to work with the State Government regarding the implementation of RMCP Round 2 and that three of the seven sites have been included on the initial draft list of priority sites for the Mid West (Arrino, 	CEO	Jun-30

			<p>Latham and Yandanooka);</p> <ul style="list-style-type: none"> ○ 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 matter re the MWDC and funding from the MWIP. The author also then provided supporting information to Mr Love; ○ In response, councillors suggested that the \$1M CLGF – R was allocated to the Morawa Airport project. The Shire President indicated that the other shires will need to agree. • 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. <p>Note: The 2013/14 Budget contains an additional \$250,000 for electrical works</p>		
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Council Resolutions for Actioning or Attention Completed

	Chief Executive Officer			CEO	
Oct 2013	8.3.5	Update on Petition Regarding Noise and Fumes from a Generator	Advised by the Morawa Hotel on 3 February 2014 that the power to the new units: <ul style="list-style-type: none"> The electrical contractor and Western Power are resolving the amperage required and the associated costs. 	CEO	In Progress
Feb 2014	7.2.6.1	Strategic Plan Update and Progress Report	Put forward for 2014/15 Budget consideration the requirements of Regulation 17 regarding risk management: <ul style="list-style-type: none"> CEO attended LGMA briefing session on 28 February 2014 regarding the requirements of Regulation 17; Quote received from LGIS to undertake this project on a group basis: Mingenew, Carnamah, Coorow, Morawa and Perenjori. Further information is in today's update on the Strategic Community Plan; Cost will be \$5,856 	CEO	Completed
Feb 2014	7.2.6.2	Management of Morawa Community Care Units	This matter is now handled by the Morawa Community Aged Care Committee	CEO	Completed
Mar 2014	12.1.1	Proposal to Reallocate Solar Thermal Feasibility Funding (\$500,000)	<ul style="list-style-type: none"> Letter requesting transfer of \$500,000 to the upgrade of the Morawa Airport issued 2 April 2014; This matter replaces the previous item on this matter (Western Power – September 2007) 	CEO	In Progress
	Deputy Chief Executive Officer			DCEO	
Mar 2014	7.2.5.3	Lot 5 Wubin Mullewa Road Morawa Business Unit No 8 Lease McIntosh and Sons	Lease signed and issued for sign off on 8 April 2014	DCEO	In Progress
Mar 2014	7.2.5.4	Policy and Procedures Manual & Delegation Register Review 2014	DCEO to revise further delegation 28 Authority to Waive Fees	DCEO	In Progress
Apr 2014	7.2.5.1	Agreement to Perform Works Level Crossing Upgrade Brookfield Rail – Shire of Morawa	<ul style="list-style-type: none"> Document executed 17 April 2014. Document re-executed 30 April 2014 and sent registered post 5 May 2014 	DCEO	In Progress

Apr 2014	7.2.5.2	Western Australian Treasury Corporation (WATC) Execution of Master Lending Agreement		DCEO	
	Manager Accounting & Finance				
	Nil				
	Project Officer				
	7.2.4.2	Morawa Freight Heavy haulage Road main Road Acquisition of Portion of Lot 454 Winfield Street Morawa	Also refer Status Update 8.2.1 April 13.	PO	In Progress
Apr 2014	7.2.4.1	Proposed Amendment No. 3 to Local Planning Scheme No. 2 (Omnibus Scheme Amendment)	<ul style="list-style-type: none"> • Matter was deferred at the April 2014 meeting pending further information; • Has come back for further consideration in today's agenda 		In Progress
	Community Youth Development Officer			CYDO	
	Nil				

Legend

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

- 7.2.2 **Manager Finance and Accounting**
Documents issued separately
- 7.2.3 **Community Youth Development Officer**
Nil
- 7.2.4 **Project Officer**

<i>Date of Meeting:</i>	15 May 2014
<i>Item No:</i>	7.2.4.1
<i>Subject:</i>	Proposed Draft Local Planning Policy Morawa Town Centre Urban Design Guidelines
<i>Date & Author:</i>	10 April 2014, John Elliot (Project Officer)
<i>Applicant/ Proponent:</i>	Shire of Morawa
<i>File Number:</i>	
<i>Previous Minute/s and Reference:</i>	Shire of Morawa Council Meeting Minutes 15th August 2013

SUMMARY

The purpose of this report is for Council to consider adoption of the Morawa Town Centre Design Guidelines as a draft Local Planning Policy and consent to the initiation of public advertising in accordance with the Shire of Morawa Town Planning Scheme No 2.

DECLARATION OF INTEREST

Author of report has no declaration of interest.

ATTACHMENTS

Attachment 1 – Draft Morawa Town Centre Design Guidelines

BACKGROUND INFORMATION

The Shire of Morawa was successful in gaining funding to prepare Morawa Town Centre Design Guidelines to assist in the future planning and development of the Morawa town centre area.

The Shire of Morawa appointed TPG Town Planning Urban Design & Heritage as a consultant to prepare the Design Guidelines. Since such time, Shire officers have worked closely with TPG in the preparation of a document which puts all the requirements of the planning requirements into a format that business owners, developers and Shire of Morawa staff can use to design future buildings expected to be developed with the town centre.

To accord with Royalty for Regions objectives the Morawa Town Centre Design Guidelines have been designed to assist in:

1. Development of the Shire of Morawa's capacity in terms of ability to properly plan for future commercial and mixed use development in the town centre.

2. Appropriately control development, ensuring compatible land uses are located together and to facilitate the orderly and proper planning of the locality.
3. Promote further commercial uses to develop in the town centre through guidelines outlining the Shire of Morawa's Council planning directives.
4. Promote revitalisation in turn attracting a wider range of activity and utilisation of the Morawa Town Centre.

The guidelines have been prepared in order to comply with strategies and recommendations of the Morawa SuperTown Growth and Implementation Plan.

OFFICER'S COMMENT

The draft guidelines have been structured into various sections, identifying the commercial and mixed use needs of the town centre and best practice guidelines on how to develop and build.

Key design areas covered by the guidelines include:

1. Height, Scale and Form
2. Facades
3. Enhancement contribution Scheme
4. Awnings and Verandas
5. Spacial Design
6. Parking and Site Access
7. Mixed Use Development

The aim of the guidelines is to provide for open shopfront commercial development, providing opportunities for residential mixed use on a second floor or behind commercial buildings fronting Winfield Street and Solomon Terrace.

The document also caters for mixed use activities on Valentine Street ensuring a built form that merges with the adjacent residential zoned land.

It is proposed to adopt the Morawa Town Centre Design Guidelines as a Local Planning Policy under the Shire of Morawa Town Planning Scheme No 2. Business owners and developers will be required to design and renovate buildings located within the Town Centre Commercial and Mixed Use zoned areas in accordance with the design guidelines as it will form part of the local planning framework.

COMMUNITY CONSULTATION

The Shire of Morawa in collaboration with the project consultants has completed a range of public consultation including public meeting and workshops to gain community and business input.

Further public comment will be initiated as part of the formal public consultation period associated with adoption of the design guidelines as a planning policy.

COUNCILLOR CONSULTATION

Shire of Morawa Councillors have been involved in a range of presentation and workshops associated with the preparation of the Morawa Town Centre Design Guidelines.

Information detailed in this item was presented to Council at the April 2014 meeting as an agenda item, but was not considered as the motion lapsed.

STATUTORY ENVIRONMENT

Local Government Act 1995
Planning and Development Act 2005
Shire of Morawa Town Planning Scheme No 2

POLICY IMPLICATIONS

Nil.

FINANCIAL IMPLICATIONS

The Shire has received a total of \$55,000 grant agreement via the Department of Planning's Northern Planning Projects funding scheme. This grant will cover the entire cost associated with the preparation and adoption of the Design Guidelines as a planning policy.

STRATEGIC IMPLICATIONS

The Morawa Town Centre Design Guidelines is identified as a key planning project to be implemented under the Shire of Morawa SuperTown Growth and Implementation Plan.

RISK MANAGEMENT

The adoption of the Morawa Town Centre Design Guidelines as a Local Planning Policy will only become operative following completion of the process detailed in section 8.6.2 of the Shire of Morawa Town Planning Scheme No 2.

A Policy shall become operative only after the following procedures have been completed:

- a) The Council having prepared and adopted a draft Policy shall publish a notice once a week for two consecutive weeks in a local newspaper circulating within the Scheme Area giving details of where the draft Policy may be inspected, and in what form and during what period (being not less than 21 days) submissions may be made.*
- b) Policies which the Council considers may be inconsistent with other provisions of the Scheme or with State and regional planning policies are to be submitted to the Commission for consideration and advice.*
- c) The Council shall review the draft Policy in the light of any submissions made and advice received and shall then resolve either to finally adopt the draft Policy with or without modification, or not to proceed with the draft Policy.*
- d) Following final adoption of a Policy, notification of the final adoption shall be published once in a newspaper circulating within the Scheme Area.*

The adoption of the Morawa Town Centre Design Guidelines as a local Planning Policy will conform to this process.

VOTING REQUIREMENT:

Simple majority.

OFFICER'S RECOMMENDATION

That Council, in accordance with Clause 8.6 of the Shire of Morawa Town Planning Scheme No. 2:

- 1) **Adopt the Morawa Town Centre Design Guidelines as a draft Local Planning Policy.**
- 2) **Publish a notice once a week for two consecutive weeks in a local newspaper circulating within the Scheme Area giving details of where the draft Policy may be inspected, and in what form and during what period (being not less than 21 days) submissions may be made.**
- 3) **Upon completion of the public advertising period, consider any submissions received and review the policy where necessary for Councils further consideration.**

<i>Date of Meeting:</i>	15 May 2014
<i>Item No:</i>	7.2.4.2
<i>Subject:</i>	Planning Application for Transportable House on Lot 13 (location 14557) Morawa Three Springs 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>	Christopher Duncan Moffet
<i>File Number:</i>	0048
<i>Previous minute/s & Reference:</i>	Not Applicable

SUMMARY

The purpose of this report is for Council to consider a planning application for the approval of a five bedroom two bathroom transportable house to be located and sited on Lot 13 (Location 14557) Morawa Three Springs Road for farm manager accommodation.

DECLARATION OF INTEREST

Author of report has no declaration of interest.

ATTACHMENTS

1. Location plan
2. Site plan and elevations of the transportable building
3. Planning application

BACKGROUND INFORMATION

A planning application has been submitted by Mr Christopher Duncan Moffet for planning approval to locate a five bedroom transportable house for farm manager residence on Lot 13 (Location 14557) Morawa Three Springs 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 a transportable building. The Shire of Morawa Local Planning Scheme No.2 Scheme text provides that:-

- (a) *'A transportable or secondhand building may not be transported to and placed on a lot within the Scheme area and thereafter occupied as a residential dwelling (whether in whole or in part) except with the approval of Council and in accordance with any conditions contained in such approval.*

- (b) *In considering whether or not to grant approval for a transportable or secondhand building, the Council shall have regard to:-*
 - (i) *the appearance and external materials of the building, and any proposed alterations thereto;*
 - (ii) *the amenity of the locality;*
 - (iii) *the visual prominence of the site;*
 - (iv) *any proposed landscaping or screening of the site; and*
 - (v) *all applicable statutes, by-laws and regulations relating to dwelling houses applicable both to the transportable or secondhand building and the upon which it is to be located following transportation.*

- (c) *In granting approval for a transportable or secondhand building, the Council may impose conditions including conditions which:-*
 - (i) *require landscaping to be established within a specific time and thereafter maintained; and*
 - (ii) *require the applicant or owner to provide a bond or bank guarantee to Council as surety for the completion of the transportable or secondhand building to a standard of presentation acceptable to Council within a specific time frame. Should Council require the provision of a bond, such monies shall be deposited in an interest bearing Trust account and upon the satisfactory completion of the necessary works, such monies owing shall be refunded.'*

Similar transportable house planning applications have been approved by Council and no requirement for landscaping or bond/bank guarantees have been imposed as a condition of planning approval.

The applicant has advised that the dwelling will be utilised as farm worker housing, providing a residence for the farm manager and his family. The house will be connected to an electrical power supply provided by Western Power, solar powered bore and dam to supply potable water and utilisation of a septic sewerage wastewater system.

The proposed location and use of the dwelling 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 and approval of any proposed wastewater/septic sewerage system is

required prior to the commencement of site works and location of the transportable building onsite.

COMMUNITY CONSULTATION

Surrounding landholdings are under the ownership of the proponent and no community consultation is 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 for a five bedroom two bathroom transportable home to be located on Lot 13 (Location 14557) Morawa Three Springs Road, Morawa.

and

The proponent being advised:

- **of the need to apply for a Building Permit from the Shire of Morawa prior to the commencement of site works and location of the transportable building onsite in accordance with the requirements of the Building Code of Australia and the Building Act 2011.**
- **of the need to apply for approval for the wastewater/septic sewerage system associated with the development from the Shire of Morawa prior to the commencement of site works and location of the transportable building onsite.**

LOCATION PLAN



SHIRE OF MORAWA

P7422
1
844.70 ha

P14557
12
139.30 ha

P14557
12
1007.0 ha

P7422
2
1030.1 ha

PROPOSED
HOUSE
LOCATION

P14557
13
306.03 ha

P14557
12
1279.7 ha

UDAWA LOCALITY

SHIRE OF

THREE SPRINGS

P24039
21
1047.2 ha

P24039
20
1150.0 ha

VICTORIA DISTRICT

P14557

13

3220.4 ha

P14557
12
854.26 ha

SIMPSON RD

SHIRE OF THREE SPRINGS

P3120
MB15
102.61 ha

HUNT RD

SAVILL RD

LEGEND

P16037
1
893.62 ha

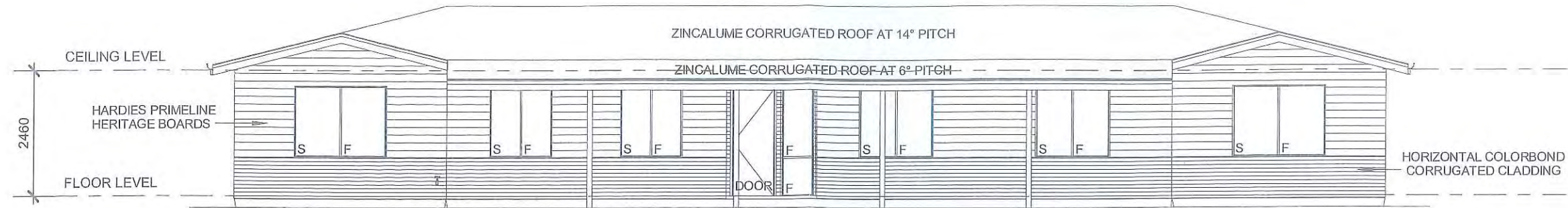
LOT BOUNDARY

SHIRE BOUNDARY



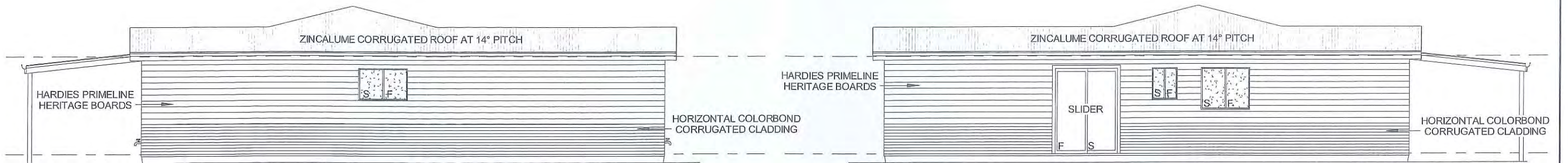
P3119
13910
1005.1 ha

P16037
2
1207.0 ha



FRONT ELEVATION

SCALE 1 : 100

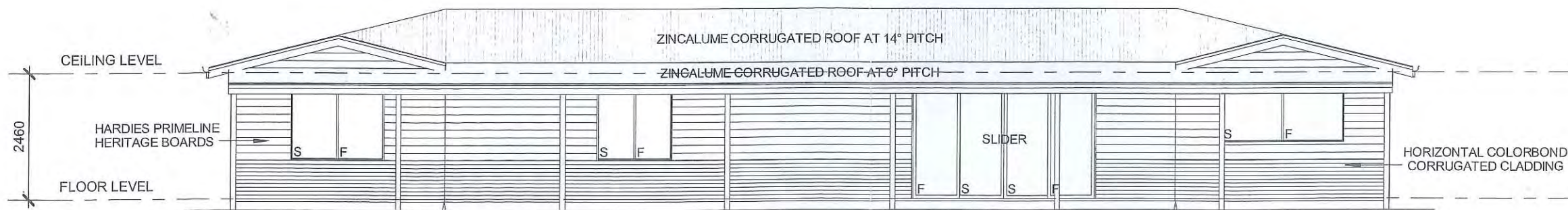


LEFT SIDE ELEVATION

SCALE 1 : 100

RIGHT SIDE ELEVATION

SCALE 1 : 100



REAR ELEVATION

SCALE 1 : 100

BUILDING DESIGN WIND SPEED TO AS 1170.2-2002
 ANNUAL PROBABILITY OF EXCEEDANCE - 1:500
 WIND REGION - A
 TERRAIN CATEGORY - 2
 TOPOGRAPHY MULTIPLIER - 1.0

ROBIN SALTER B.E.(Hons.) F.I.E Aust. C.P. Eng.
 FRANK MARONI B.E. M.I.E AUST. C.P. Eng.

EARTHQUAKE LOADING TO AS 1170.4-2007. HAZARD FACTOR: Z = 0.09

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 email: info@rsaperth.com.au
 Tel: (08) 9317 3331 Fax: (08) 9317 3337



PIVOT WAY Pty Ltd. A.C.N. 053 739 512 A.B.N. 66 053 739 512 TRADING AS

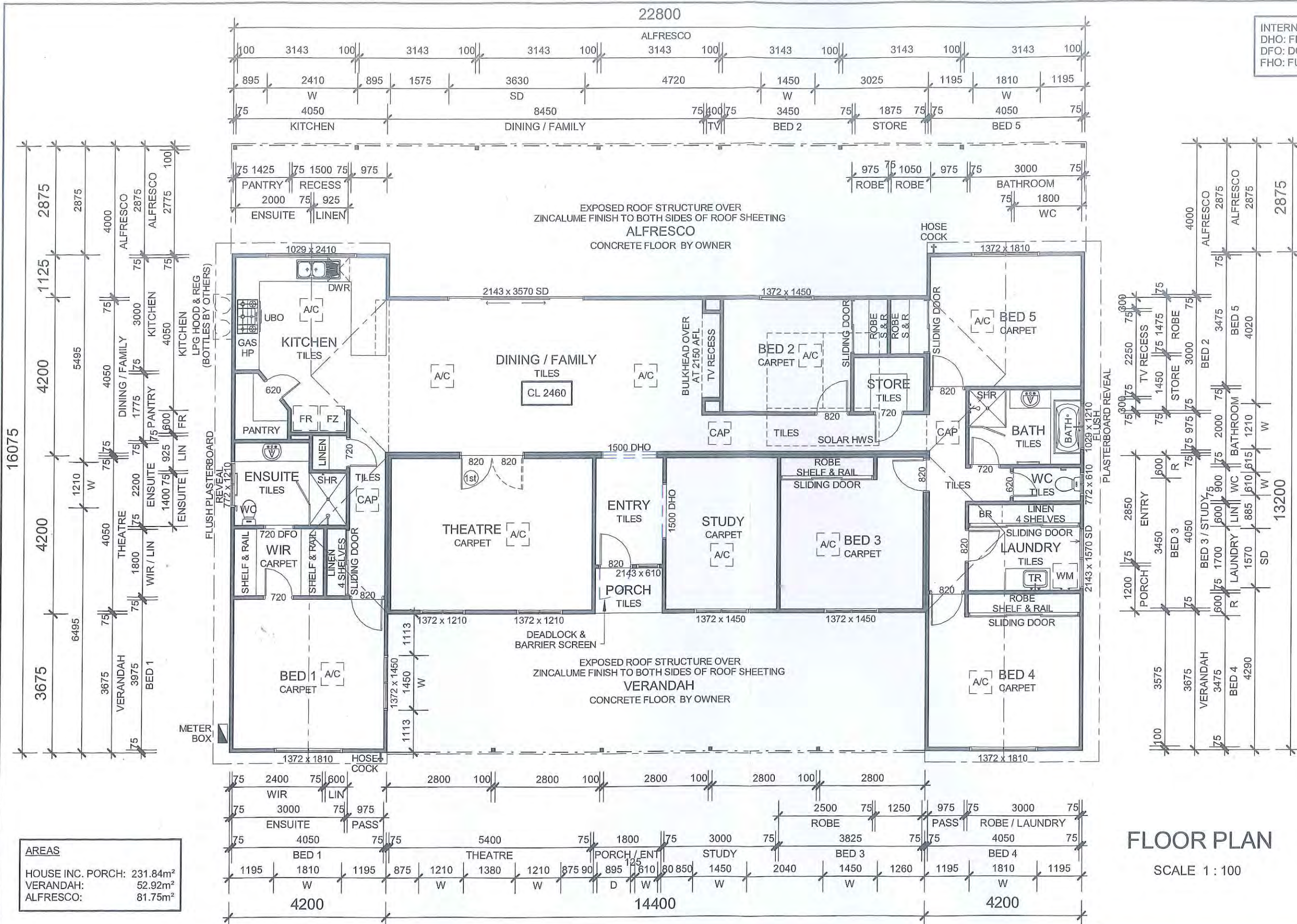


31 challenge boulevard, wangara, wa 6065
 po box 1229, wangara, wa 6947
 telephone: (08) 9302 1131 fax: (08) 9302 1132 country toll free: 1800 62 1131
 website: www.mcgrathhomes.com.au e-mail: sales@mcgrathhomes.com.au
 THIS PLAN IS THE PROPERTY OF McGRATH HOMES AND SHALL NOT BE COPIED OR USED WITHOUT THEIR PERMISSION

PROPOSED MURCHISON FOR:
 CD MOFFET
 13
 LOT 2017 MORAWA THREE SPRINGS ROAD
 MORAWA
 29

Date	Rev	Description

job no. 141011
 date 01/04/2014
 drawn J.B.
 checked P.S.
 sheet no. 6 of 10 rev.



INTERNAL OPENINGS:
 DHO: FLUSHED DOOR HEIGHT OPENING
 DFO: DOOR FRAME OPENING
 FHO: FULL HEIGHT OPENING

CARPENTERS NOTE:
 SILICON BEAD REQUIRED
 AT BASE OF WALL FRAMES
 TO ALL TILED AREAS

AREAS
 HOUSE INC. PORCH: 231.84m²
 VERANDAH: 52.92m²
 ALFRESCO: 81.75m²

FLOOR PLAN
 SCALE 1 : 100

BUILDING DESIGN WIND SPEED TO AS 1170.2-2002
 ANNUAL PROBABILITY OF EXCEEDANCE - 1:500
 WIND REGION - A
 TERRAIN CATEGORY - 2
 TOPOGRAPHY MULTIPLIER - 1.0

ROBIN SALTER B.E.(Hons.) F.I.E Aust. C.P. Eng.
 FRANK MARONI B.E. M.I.E AUST. C.P. Eng.

EARTHQUAKE LOADING TO AS 1170.4-2007. HAZARD FACTOR: Z = 0.09

CONSULTING ENGINEERS DESIGNERS
 & PROJECT MANAGERS
 email: info@rsaperth.com.au
 Tel: (08) 9317 3331 Fax: (08) 9317 3337

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 MORAWA

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job no. 141011
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 drawn J.B.
 checked P.S.
 sheet no. 1 of 10
 rev.

APPENDIX NO. 4 - APPLICATION FOR PLANNING APPROVAL

SHIRE OF MORAWA

LOCAL PLANNING SCHEME NO. 2

DISTRICT SCHEME

OFFICE USE

Application Number: _____
Date Received: 15 April 2014
Notice of Application _____

Application for Planning Consent

I/We CHRIS MOFFET
(Full Name of Applicant)
of BOX 239 MORAWA. P/Code 6623
(Address for Correspondence)

hereby apply for planning consent to:

1. Use the land/premises situated at and described as:
LOT 13 MORAWA THREE SPRING ROAD
MORAWA Loc.
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 Vacant

The approximate cost of the proposed development is \$ 288,000

The estimated time of completion is Early September 2014

The approximate number of persons to be housed/employed when the development is completed is
4 (FOUR)

DESCRIPTION OF LAND _____ LOCALITY _____ PLAN Lot 13 plan 14557
House No. _____ Street Simpson Rd (indicate distance to nearest intersecting street)

Lot No. 13 Plan or Diagram 14557 Location DUDAWA

Certificate of Title: Volume 1710 Folio 279

Dimensions: Site Area _____ sq. metres Frontage _____ metres Depth _____ m north

Signature of Applicant [Signature]

Date: 20/3/2014

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

Signature of Owner: [Signature]

Date: 20/3/2014

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.

Morawa
April 14th 2014

Morawa Shire,

Dear Sirs,

I write to confirm, as per building application attached, that I wish to build a new house on Bellavanga, Lot 13 of Loc. 14557.

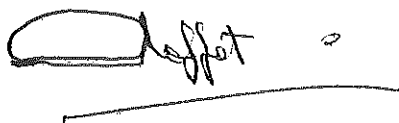
The house is 4 Bedroom, 2 bathroom as per the builders plan attached, and is being built for my farm Manager Adam Smith and his family.

Power will be connected by Western Power, to whom an application was submitted earlier this year.

Water will be supplied by an existing solar powered bore, supplemented by an existing dam.

Household waste water and sewerage will be treated by an approved septic system.

Yours Faithfully


Duffet

WESTERN



AUSTRALIA

REGISTER NUMBER 13/P14557	
DUPLICATE EDITION 1	DATE DUPLICATE ISSUED 23/7/2002

RECORD OF CERTIFICATE OF TITLE
UNDER THE TRANSFER OF LAND ACT 1893

VOLUME **1710** FOLIO **279**

The person described in the first schedule is the registered proprietor of an estate in fee simple in the land described below subject to the reservations, conditions and depth limit contained in the original grant (if a grant issued) and to the limitations, interests, encumbrances and notifications shown in the second schedule.


REGISTRAR OF TITLES



LAND DESCRIPTION:

LOT 13 ON PLAN 14557

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

CHRISTOPHER DUNCAN MOFFET OF POST OFFICE BOX 239, MORAWA
(T L171526) REGISTERED 14 DECEMBER 2009

LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS:
(SECOND SCHEDULE)

1. EXCEPT AND RESERVING METALS, MINERALS, GEMS AND MINERAL OIL SPECIFIED IN TRANSFER 7383/1938.
2. *G688152 MEMORIAL. SOIL AND LAND CONSERVATION ACT 1945 EXPIRING 1.9.2027. AS TO PORTION ONLY. REGISTERED 15.1.1998.
3. *L171527 MORTGAGE TO BANK OF WESTERN AUSTRALIA LTD REGISTERED 14.12.2009.
4. *L581166 CAVEAT BY ELEMENTREE GROUP LTD AS TO PORTION ONLY. LODGED 21.3.2011.

Warning: A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required.
* Any entries preceded by an asterisk may not appear on the current edition of the duplicate certificate of title.
Lot as described in the land description may be a lot or location.

-----END OF CERTIFICATE OF TITLE-----

STATEMENTS:

The statements set out below are not intended to be nor should they be relied on as substitutes for inspection of the land and the relevant documents or for local government, legal, surveying or other professional advice.

SKETCH OF LAND: 1710-279 (13/P14557).
PREVIOUS TITLE: 1061-339.
PROPERTY STREET ADDRESS: LOT 13 SIMPSON RD, DUDAWA.
LOCAL GOVERNMENT AREA: SHIRE OF THREE SPRINGS, SHIRE OF MORAWA.

NOTE 1: DUPLICATE CERTIFICATE OF TITLE NOT ISSUED AS REQUESTED BY DEALING L171527
NOTE 2: L925005 DEPOSITED PLAN 73277 (INTEREST ONLY) LODGED



↗
N

Date of Meeting:	15 May 2014
Item No:	7.2.4.3
Subject:	Financial Assistance Agreement Mid West Investment Plan for Morawa Town Revitalisation Project
Date & Author:	5 May 2014 John Elliot
Applicant/Proponent:	Shire of Morawa
Previous minute/s & Reference:	February 2012, September 2012, April 2012, October 2013, September 2013, February 2014

SUMMARY

The purpose of this report is for Council to authorise the affixation of the Common Seal of the Shire of Morawa to the Royalty for Regions Financial Assistance Agreement - Morawa Town Revitalisation in the presence of the Shire President and the Chief Executive Officer.

DECLARATION OF INTEREST

Nil

ATTACHMENTS

Royalty for Regions Financial Assistance Agreement - Morawa Town Revitalisation

BACKGROUND INFORMATION

On the 16th December 2013 Cabinet approved \$2, 536,000 in Royalty for Regions Funding to the Shire of Morawa to assist in the costs associated with the Morawa SuperTown Revitalisation project Stages 1 & 2, including:

- a) Stage 1 - Creation of the Civic Square, Pedestrian Crossing and improved connection to Solomon Terrace,
- b) Stage 2 - Construction of the Parallel Freight Alignment

The approved funding is sourced from the Regional Infrastructure and Headworks Fund – Mid West Investment Plan with the purpose of meeting the cost of construction and project management costs in association with \$3,000,000 obtained in SuperTown funding.

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

OFFICER'S COMMENT

The Financial Assistance Agreement is a legal document between the Department of Regional Development and the Shire to access \$2, 536,000 in Royalty for Regions Funding.

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

The local Government Act 1995, section 9.49A states:

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

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

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

COMMUNITY CONSULTATION

The Shire of Morawa in collaboration with the project consultants (TPG and Emerge) have completed a range of public consultation including public meetings, surveys and workshops to gain community and business input on the Town Centre Revitalisation project.

COUNCILLOR CONSULTATION

Nil

STATUTORY ENVIRONMENT

The Local Government Act 1995 section 9.49A

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

The approved \$2, 536,000 in Royalty for Regions Funding will assist in the successful completion of the Morawa Town Revitalisation project (Stages 1&2).

STRATEGIC IMPLICATIONS

The Morawa Town Centre Revitalisation Project conforms to the design and planning objectives of the Morawa SuperTown Growth Plan 2012.

RISK MANAGEMENT

The purpose of the Financial Assistance Agreement is to provide a structure detailing Department of Regional Development and Shire of Morawa project responsibilities and requirements for the receipt of the Regional Infrastructure and Headworks Fund – Mid West Investment Plan funding allocation.

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

VOTING REQUIREMENT:

Simple Majority

OFFICER'S RECOMMENDATION

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

The common seal of the Shire of Morawa to be affixed to the Royalty for Regions Financial Assistance Agreement - Morawa Town Revitalisation (Regional Infrastructure and Headworks Fund – Mid West Investment Plan) in the presence of the Shire President and the Chief Executive Officer, each of whom is to sign the document to attest that the common seal was so affixed.



**GOVERNMENT OF
WESTERN AUSTRALIA**



**ROYALTIES
FOR REGIONS**

FINANCIAL ASSISTANCE AGREEMENT

ROYALTIES FOR REGIONS PROJECT

DEPARTMENT OF REGIONAL DEVELOPMENT

AND

SHIRE OF MORAWA

ABN: 95047014897

REGIONAL INFRASTRUCTURE AND HEADWORKS FUND

MID WEST INVESTMENT PLAN

MORAWA TOWN REVITALISATION PROJECT

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

BETWEEN:

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

AND

Shire of Morawa (“Recipient”), of Winfield Street, Morawa WA 6623

BACKGROUND

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

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

OPERATIVE PART

THE PARTIES AGREE as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless repugnant to the context:

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

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

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

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

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

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

Commencement Date means the execution date of this Agreement.

Commonwealth means Commonwealth of Australia.

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

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

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

Insolvency Event means the happening of any of these events:

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

compromise or composition with, or assignment for the benefit of, all or any class of its creditors; or

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

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

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

Obligation means obligation under this Agreement.

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

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

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

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

Purpose means the purpose of carrying out the Project.

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

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

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

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

State means the State of Western Australia.

Term means the currency of this Agreement.

1.2 Interpretation

In this Agreement unless the context otherwise requires:

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

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

2. SCOPE OF THIS AGREEMENT

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

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

3. OBLIGATIONS OF RECIPIENT

3.1 Use of Funding

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

3.2 No Changes

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

3.3 No Endorsement

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

3.4 Acknowledgement of the Department

- (a) Any Royalties for Regions communication activity including presentations, publications, signage, articles, newsletters, or other literary works relating to the Project shall:

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

3.5 Accounts, Reporting and Acquittal

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

3.6 General Undertakings of the Recipient

The Recipient must:

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

3.7 Negation of Employment, Partnership and Agency

- (a) The Recipient must not represent itself, and must ensure that its employees, contractors, sub-contractors or agents do not represent themselves, as being an employee, partner or agent of the State or the Department or as otherwise able to bind or represent the State or Department.
- (b) The Recipient will not, by virtue of this Agreement, be or for any purpose be deemed to be, an employee, partner, or agent of the State or the Department, or have any power or authority to bind or represent the State or the Department.

4. EVALUATION OR AUDIT RIGHTS

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

5. CONTACT OFFICERS

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

6. REPAYMENT AND RETENTION OF THE FUNDING

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

7. LIMITATION OF LIABILITY

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

8. INSURANCE AND INDEMNITY

- (a) The Recipient shall effect and maintain throughout the Term adequate insurance, with a reputable insurer, to provide cover for the Project

undertaken by the Recipient, including Public Liability and Workers' Compensation insurances and property insurance covering loss of or damage to any equipment that the Recipient provides for use on the Project, for its full replacement value.

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

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

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

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

10. NOTICES

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

- (a) must be in writing;
- (b) may be given by an authorised officer of the Party giving notice;
- (c) must be:
 - (i) hand-delivered or sent by prepaid post to the address of the Party receiving the notice as set out in item 1 of Schedule 1; or

- (ii) sent by facsimile to the facsimile number of the Party receiving the notice as set out in item 1 of Schedule 1;
- (d) subject to paragraph (e), is taken to be received:
 - (i) in the case of hand delivery, on the date of delivery;
 - (ii) in the case of post, on the seventh Business Day after posting; and
 - (iii) in the case of facsimile, on the date of transmission; and
- (e) if received after 5.00 pm or on a day other than a Business Day, is taken to be received on the next Business Day.

11. DEFAULT AND TERMINATION

11.1 Event of Default by the Recipient

An Event of Default occurs if:

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

11.2 Effect of Event of Default

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

12. GOODS AND SERVICES TAX (GST)

- (a) For the purposes of clause 12 and Schedule 6:
 - (i) "GST" means the goods and services tax applicable to any taxable supplies as determined by the GST Act;
 - (ii) "GST Act" means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and includes all associated legislation and regulations; and
 - (iii) the terms "supply", "tax invoice", "taxable supply" and "value" have the same meanings as in the GST Act.
- (b) If the supply of anything under this Agreement is a taxable supply under the GST Act, the Funding shall be inclusive of GST.

- (c) The Obligation of the Department to pay the GST on any supply by the Recipient under this Agreement is conditional upon the prior issue by the Recipient to the Department of a tax invoice that complies with the GST Act. This provision applies notwithstanding any law to the contrary.

13. WAIVER

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

14. ENTIRE AGREEMENT

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

15. ASSIGNMENT

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

16. VARIATION

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

17. RIGHTS AND REMEDIES

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

18. LOCAL PRODUCTS AND SERVICES

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

19. GOVERNING LAW

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

20. ACCESS TO LAND

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

21. SCHEDULES

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

SCHEDULE 1 – CONTACT OFFICERS

1 Notice Addresses

1.1 Department

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

1.2 Recipient

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

2. Contact Officers

2.1 Department

Name:	Caroline Vincin
Job Title:	Project Officer
Phone:	(08) 6552 4753
Facsimile:	(08) 6552 1850
Email:	Caroline.Vincin@drd.wa.gov.au
Postal Address:	PO Box 1143, WEST PERTH WA 6872
Street Address:	140 William Street, PERTH WA 6000
Supervisor:	Geoff Comben, A/Manager, Regional Investment

2.2 Mid West Development Commission

Name:	Trish Palmonari
Job Title:	Principal Project Manager – Infrastructure & Business Development
Phone:	(08) 9921 0703
Facsimile:	(08) 9921 0707
Email:	Trish.Palmonari@mwdc.wa.gov.au
Postal Address:	PO Box 238 GERALDTON WA 6531
Street Address:	Level 2 209 Foreshore Drive GERALDTON WA 6530
Supervisor:	Gavin Treasure

2.3 Recipient

Name:	David Williams
Job Title:	Deputy Chief Executive Officer
Phone:	(08) 9971 1204
Facsimile:	(08) 9971 1284
Email:	eho@morawa.wa.gov.au
Postal Address:	PO Box 14 MORAWA WA 6623
Street Address:	26 Winfield Street MORAWA WA 6623
Supervisor:	Sean Fletcher

2.4 Recipient financial contact

Name:	Winifred Gledhill
Job Title:	Finance Manager
Phone:	(08) 9971 1204
Email:	accountant@morawa.wa.gov.au

SCHEDULE 2 – FINANCIAL REPORT

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

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

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

SCHEDULE 3 – PROJECT REPORT

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

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

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

SCHEDULE 4 – ROYALTIES FOR REGIONS PROJECT DETAILS

1. Purpose

The purpose of the Funding is to meet the costs of construction and project management associated with the completion of the first two Stages of the Morawa Town Revitalisation Project, which are:

- Stage 1 – Creation of the Civic Square, Pedestrian Crossing and improved connection to Solomon Terrace
- Stage 2 - Construction of the Parallel Freight Alignment.

2. Funding Amount

Funding of \$2,536,000 over two financial years from the Royalties for Regions Regional Headworks and Infrastructure Fund for the implementation of the Project as outlined in item 3.1 of this Schedule.

The payment of the Funding will be subject to the Recipient meeting Milestones outlined in item 4 of this Schedule.

Disbursal of Funding will be subject to availability of funds through the State Budget and mid-year review of the State Budget each financial year.

3. Manner in which Funding is to be Paid

After this Agreement has been executed by both Parties, the Department will authorise the payment of the Funding to the Recipient in the manner described in item 3.1 of Schedule 4 and Schedule 6.

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

3.1. Payment of Royalties for Regions Funding

Deliverable	Payment details and timing	Amount \$'000
Execution of the Financial Assistance Agreement and award of tender for the parallel freight alignment road	The Department will initiate payment within 20 Business Days of the signing of this Agreement by both Parties, evidence of the tender being awarded for the parallel freight alignment road and the receipt and acceptance by the Department of a valid Tax Invoice.	1,236

Civic Square redevelopment underway	The Department will initiate payment within 20 Business Days of the evidence that the Civic Square design is completed, the tender has been finalised and advertised and the receipt and acceptance by the Department of a valid Tax Invoice.	1,200
Project Completion	The Department will initiate payment within 20 Business Days of the evidence that the project has been completed and the receipt and acceptance by the Department of a valid Tax Invoice.	100
Total Payment		2,536

4. Detailed Description of Project

4.1. Project Description

In order to further attract and retain investment and growth to Morawa, the Shire is undertaking a revitalisation of the town centre and diversion of freight traffic from the heart of the town-site.

The Project will be a visible improvement to the town which will have flow on benefits to Morawa as a whole with respect to overall amenity and liveability, civic function, attracting business investment, tourists and visitors. Attracting investment to Morawa will also have flow on benefits for the Mid West region.

The Morawa Revitalisation Project will deliver major improvements in the short term to the town, creating an incentive for further investment and development of retail, commercial, office, entertainment and community activities in the town centre.

This Project will assist in the completion of Stages 1 and 2 of the Morawa Town Centre Revitalisation project which has been funded by the SuperTowns initiative.

- Stage 1 - Creation of the Civic Square, Pedestrian Crossing and improved connection to Solomon Terrace
- Stage 2 - Construction of the Parallel Freight Alignment

This Project will also provide the Shire of Morawa the opportunity to expand the scope of works to ensure the revitalisation of the town square is completed to the satisfaction of the community which includes the following additional infrastructure:

- improve the pedestrian connection on the corner of Solomon Terrace and Manning Road,
- improve the current landscaping on the eastern side of the rail corridor,
- Solomon Terrace and Manning Road intersection upgrades,
- Address Public Transport Authority (PTA) railway crossing and fencing requirements, and
- create an informal parking area along Solomon Terrace for trucks, caravans or cars.

4.2. Project Outcome

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

Outcome	Performance Measures
Enhanced economic and social wellbeing of Morawa residents	Survey detailing community opinion and usage of Civic Square facilities before Project commencement and six months after Project completion.
Increased tourism to Morawa	Increase in visitor numbers six months after project completed indicated by: <ul style="list-style-type: none"> • Increase in number of enquiries at Morawa Tourist Information Centre • Number of overnight stays at Morawa Caravan Park.
Increased commercial investment in Morawa	Report from Recipient reflecting level of increase in business, commercial interest or investment six months after Project completed.
Increase safety conditions for residents and road users in Morawa	Increase in overall safety to Morawa community indicated by comparison of before Project and six months after project completion of: <ul style="list-style-type: none"> • Number of pedestrian incidents in or around the Civic Square area • Number of traffic incidents on or around road realignment • Number of heavy haulage vehicles in town centre of Morawa

Output	Performance Measures
Creation of the Civic Square in Morawa town centre	Civic Square completed on time and on budget and to include: <ul style="list-style-type: none"> • Improved pedestrian connection • Improved landscaping on eastern side of rail corridor • Parking area for caravans and cars • Addressing PTA fencing and railway crossing requirements • Landmark civic sculptural element • Terraced seating • Amphitheatre space • Paving and street furniture • Services upgrades including underground power, reticulated water, and drainage • Pedestrian crossing on Solomon Street
Construction of the parallel freight alignment in Morawa	Road realignment completed on time and on budget and to include: <ul style="list-style-type: none"> • Dual carriageway freight road • Service infrastructure • Landscaping • Signage

4.3. Project Timeframe

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

Main Activities / Milestone	Milestone Date
Community consultation completed	Completed in August 2012
Engineering, Planning and Project Approval	Completed in October 2013
Heavy Freight Road detail design completed	Completed in December 2013
Tender awarded for parallel freight road	28 February 2014
Parallel freight alignment road construction completed	30 June 2014

Main Activities / Milestone	Milestone Date
Tender awarded for Civic Square	30 June 2014
Construction of Civic Square commenced	01 August 2014
Parallel freight alignment road practical completion	31 August 2014
Construction of Civic Square completed	31 December 2014
Official opening of Civic Square	28 February 2015
Review of Project completed	31 July 2015
Project Completion Date	31 July 2015

4.4. Project Budget

Item of Expenditure	Budget (\$'000)	Source of Funds
Design and Project Management	400	SuperTowns
Stage 1 – Creation of the Civic Square and Pedestrian Crossings	2,550	\$1,250 - SuperTowns \$1,300 - Department
Stage 2 – Construction of the parallel freight alignment	2,336	\$1,100 - SuperTowns \$1,236 - Department
Contingency	250	SuperTowns
Total Budget	5,536	

5. Term of the Agreement

The Agreement remains valid from the date of this Agreement until the time the Recipient has properly complied with its Obligations. The previous sentence is subject to those provisions of this Agreement that expressly or impliedly survive expiration of this Agreement.

6. Special Conditions

6.1. Leveraged Funding

(a) The Recipient shall secure the Leveraged Funding as follows:

Source of Leveraged Funding	Amount (\$)
Royalties for Regions SuperTowns Funding	\$3,000,000

(b) Despite anything expressed or implied to the contrary in this Agreement, before the Recipient is entitled to any payment under this Agreement, it has to prove to the Department that it has secured the Leveraged Funding which is to be applied to the Project. For any shortfall in that Leveraged Funding which the Recipient must secure, the Department may reduce the amount it is to pay the Recipient under this Agreement by the amount of such shortfall.

(c) The Recipient must apply the Leveraged Funding to the Project.

6.2. Mid West Development Commission Operational Project Management and Contact Officer

In regard to the Project:

- a) The Department authorises and directs the Mid West Development Commission (MWDC) to act on behalf of the Department in matters of a day to day operational nature, via its Contact Officer nominated in Schedule 1.
- b) The Department agrees that the MWDC will be responsible for liaising with the Recipient to ensure that the Recipient properly complies with its Obligations required to deliver the Project, as described in Schedule 4.
- c) The Parties acknowledge and agree that the Department may countermand any direction or request made or given by the MWDC and in that case the Recipient shall comply with the Department's direction or request (as the case may be).

6.3. SuperTowns Funding Agreement

The Recipient will comply with all requirements outlined in the Financial Assistance Agreement with the Department executed on 29 June 2012 for Royalties for Regions SuperTown Funding of \$3,000,000 already allocated to the Project.

From the date of execution of this Agreement, the Recipient agrees that all the expenditure for the Project shall be drawn initially from MWIP Funding. Once MWIP funds are exhausted, Project expenditure shall then be drawn from the SuperTowns Funding. The final acquittal report for both the SuperTowns and Mid West Investment Plan Projects are to be presented to the Department concurrently, and conducted by the same auditor.

SCHEDULE 5 – ACCOUNTS, REPORTING AND ACQUITTAL

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

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

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

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

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

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

SCHEDULE 6 – PAYMENT OF THE FUNDING

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

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

Account name:	Shire of Morawa (Municipal Fund)
BSB:	306-024
Account number:	010854-3

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

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

EXECUTION OF THIS AGREEMENT

EXECUTED by the Parties as an Agreement.

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

Signature of Department witness

Full name and position of Department witness

Signed for and on behalf of Shire of Morawa

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

.....
Signature

KAREN CHAPPEL

SHIRE PRESIDENT

.....
Signature

SEAN FLETCHER

CHIEF EXECUTIVE OFFICER

<i>Date of Meeting:</i>	15 May 2014
<i>Item No:</i>	7.2.4.4
<i>Subject:</i>	Planning Application for a Workers Accommodation Building - 31 Powell Street, Morawa
<i>Date & Author:</i>	6 May 2014, John Elliot (Project Officer)
<i>Responsible Officer:</i>	John Elliot (Project Officer)
<i>Applicant/Proponent:</i>	Cooperative Bulk Handling Limited
<i>File Number:</i>	0048
<i>Previous minute/s & Reference:</i>	Not Applicable

SUMMARY

The purpose of this report is for Council to consider a planning application for the approval of a four bedroom transportable workers accommodation building to be located and sited on 31 Powell Street, Morawa. The workers accommodation would be utilised for accommodation during periods of grain receipt, out loading and maintenance associated with the Morawa Cooperative Bulk Handling Limited (CBH) facility.

DECLARATION OF INTEREST

Author of report has no declaration of interest.

ATTACHMENTS

1. Location plan
2. Site plan and elevations of the transportable building
3. Planning application

BACKGROUND INFORMATION

A planning application has been submitted by Cooperative Bulk Handling Limited for planning approval of a four bedroom transportable workers accommodation building to be located and sited on 31 Powell Street, Morawa.

The building is to be constructed of steel framing and joists, sandwich panel board walls and smartspan roof cladding.

The subject land currently has a CBH grain receipt, storage facility and workers accommodation building onsite. The existing accommodation building was constructed in 1971.

The applicant has advised that the proposed workers accommodation would provide extra accommodation on the CBH site during periods of grain receipt, out loading and maintenance associated with the CBH facility.

The subject land is zoned 'Industrial' 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 transient workforce accommodation, a land use not permitted on Industrial zoned land under the Shire of Morawa Local Planning Scheme No. 2.

The subject land currently supports a non conforming land use under the Industrial zoning in the form of existing workforce accommodation that was established in 1971.

The Shire of Morawa Local Planning Scheme No 2 scheme text provides that:-

7.2 EXTENSION OF NON-CONFORMING USE

7.2.1 A person shall not alter or extend a non-conforming use or erect, alter or extend a building used in conjunction with a non-conforming use without first having applied for and obtained the planning approval of the Council under the Scheme and unless in conformity with any other provisions and requirements contained in the Scheme.

The erection of the new building on site conforms with the workers accommodation non conforming use and is located in close proximity to this established land use.

The Scheme text also refers to the following requirements related to transportable buildings:

5.7 TRANSPORTABLE AND SECONDHAND BUILDINGS

- (a) A transportable or secondhand building may not be transported to and placed on a lot within the Scheme area and thereafter occupied as a residential dwelling (whether in whole or in part) except with the approval of Council and in accordance with any conditions contained in such approval.*
- (b) In considering whether or not to grant approval for a transportable or secondhand building, the Council shall have regard to:-*
 - (i) the appearance and external materials of the building, and any proposed alterations thereto;*
 - (ii) the amenity of the locality;*
 - (iii) the visual prominence of the site;*
 - (iv) any proposed landscaping or screening of the site; and*
 - (v) all applicable statutes, by-laws and regulations relating to dwelling houses applicable both to the transportable or*

secondhand building and the upon which it is to be located following transportation.

- (c) *In granting approval for a transportable or secondhand building, the Council may impose conditions including conditions which:-*
- (i) *require landscaping to be established within a specific time and thereafter maintained; and*
 - (ii) *require the applicant or owner to provide a bond or bank guarantee to Council as surety for the completion of the transportable or secondhand building to a standard of presentation acceptable to Council within a specific time frame. Should Council require the provision of a bond, such monies shall be deposited in an interest bearing Trust account and upon the satisfactory completion of the necessary works, such monies owing shall be refunded.'*

Similar transient workforce accommodation donga buildings have been approved by Council on the caravan park site and no requirement for landscaping or bond/bank guarantees have been imposed as a condition of planning approval.

The applicant has advised that the building will be connected to the existing power supply provided to the CBH site, existing reticulated water services and utilisation of a septic sewerage wastewater system.

It is considered appropriate to include an advice note advising the proponent that a building licence and approval of any proposed wastewater/septic sewerage system is required prior to the commencement of site works and location of the transportable building onsite.

COMMUNITY CONSULTATION

The subject land is surrounded by industrial (CBH owned), rural (CBH owned) and public open space reserve zoned land, no community consultation is considered necessary.

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 accords with the non-conforming use requirements of the Shire of Morawa Town Planning Scheme No 2.

VOTING REQUIREMENT:

Simple majority.

OFFICER'S RECOMMENDATION

Council approve the planning application for a four bedroom transportable workers accommodation building to be located and sited on 31 Powell Street, Morawa.

and

The proponent being advised:

- **of the need to apply for a Building Permit from the Shire of Morawa prior to the commencement of site works and location of the transportable building on site in accordance with the requirements of the Building Code of Australia and the Building Act 2011.**
- **of the need to apply for approval for any new wastewater/septic sewerage system associated with the development from the Shire of Morawa prior to the commencement of site works and location of the transportable workers accommodation building on site.**



COOPERATIVE BULK HANDLING LTD
ABN 29 256 604 947

Gayfer House, 30 Delhi Street
West Perth, Western Australia 6005

GPO Box L886
Perth, Western Australia 6842

Grower Service Centre
1800 199 083

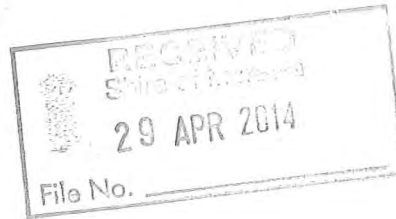
T + 61 8 9237 9600

F + 61 8 9322 3942

info@cbh.com.au

cbh.com.au

OUR REF: 1698394
YOUR REF:
ENQ: Tim Dolling
DIRECT LINE: 08 9216 6094



24 April 2014

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

Dear Sean

APPLICATION FOR PLANNING APPROVAL

I refer to the requirement for additional staff accommodation at the Morawa grain receival site.

Please find attached application for planning approval and I request an invoice for the fee.

The site is subject to uses restricted to industrial with the existing accommodation considered a non-conforming use.

If this use is valid, the proposed can be considered in conjunction with the existing accommodation having a non-conforming use right.

The existing accommodation was installed in 1971 for and continues to be occupied during periods of grain receival and out loading and maintenance.

If you have any enquiries or to arrange payment of the planning fee, please contact Tim Dolling, Planning Coordinator on 08 9216 6094 or 0439 969 835 or email tim.dolling@cbh.com.au.

Yours sincerely

For: Co-operative Bulk Handling Limited

David Capper
General Manager

Enc

APPENDIX NO. 4 - APPLICATION FOR PLANNING APPROVAL

SHIRE OF MORAWA

LOCAL PLANNING SCHEME NO. 2

DISTRICT SCHEME

OFFICE USE

Application Number: _____
Date Received: 29 APRIL 2014
Notice of Application _____

Application for Planning Consent

I/We Co-operative Bulk Handling Ltd
(Full Name of Applicant)
of GPO Box L886 Perth WA P/Code 06342
(Address for Correspondence)

hereby apply for planning consent to:

1. Use the land/premises situated at and described as: Morawa
grain receival site
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 Grain storage

The approximate cost of the proposed development is \$100,000

The estimated time of completion is One month

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

DESCRIPTION OF LAND

LOCALITY

PLAN

House No. 31 Street Powell (indicate distance to nearest intersecting street)

Lot No. 419 Plan or Diagram 174108 Location _____

Certificate of Title: Volume 1891 Folio 063

Dimensions: Site Area _____ sq. metres Frontage _____ metres Depth _____ m north

Signature of Applicant T. Doll

Date: 24/4/14

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

Signature of Owner: T. Doll

Date: 24/4/14

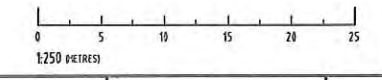
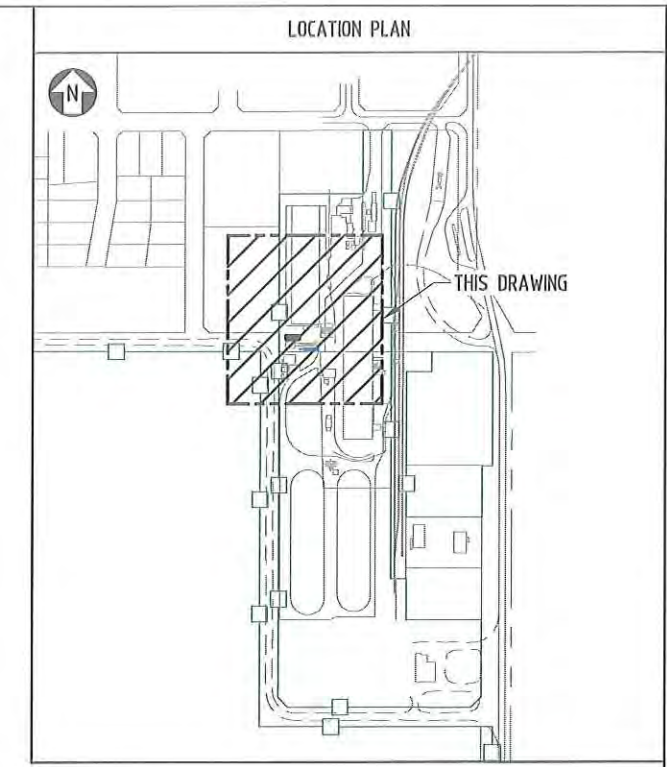
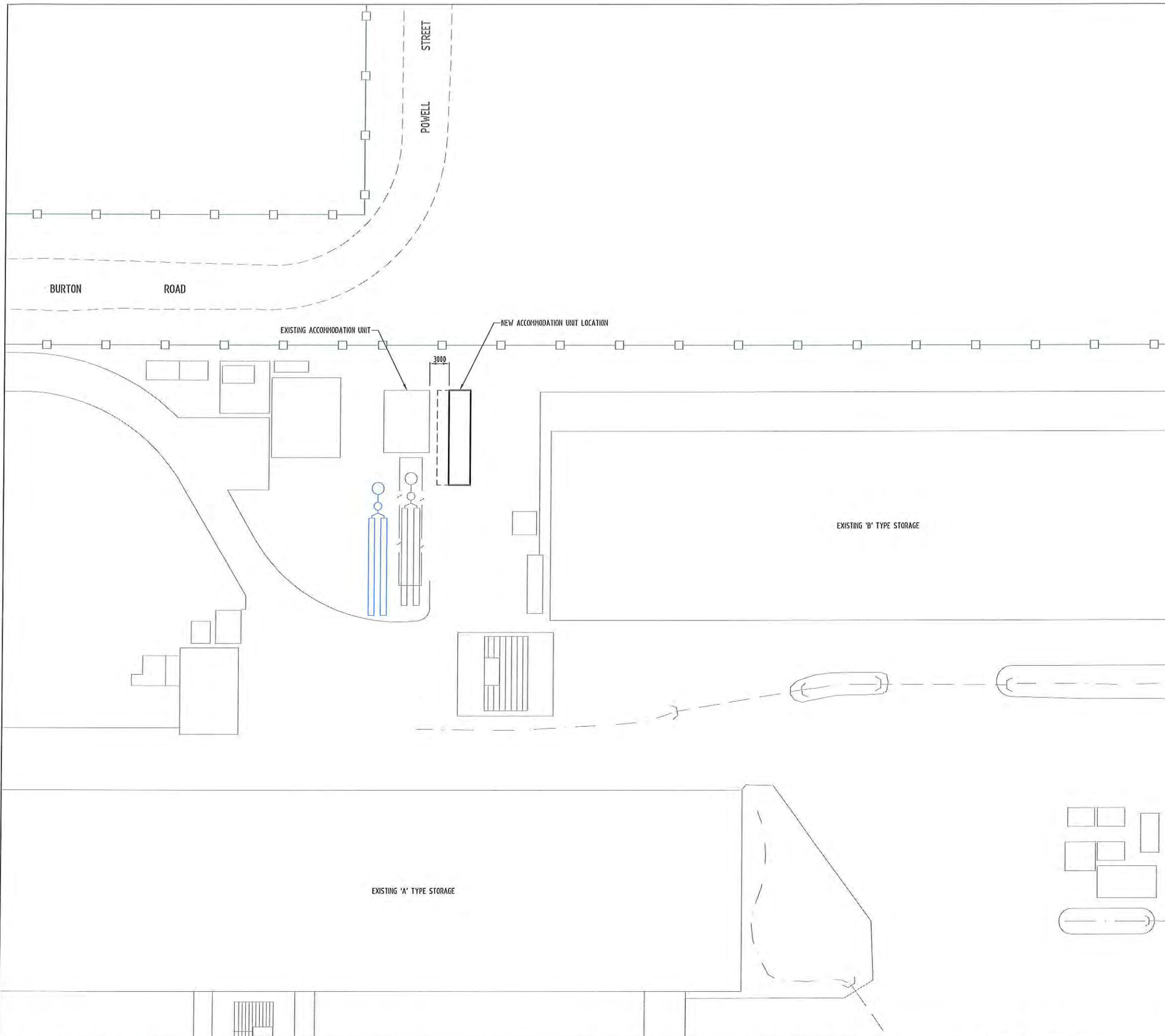
THIS FORM IS TO BE SUBMITTED IN DUPLICATE, TOGETHER WITH THREE COPIES OF PLANS, COMPRISING THE INFORMATION SPECIFIED IN THE PARTICULARS REQUIRED WITH APPLICATION ON PAGE 2 HEREOF.

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.



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BUILDING DESIGN CRITERIA Wind Load - in accordance with AS1170.2:2011
REGION D, TERRAIN CATEGORY 2
 Vu = V500 = 88m/s Ms = 1.0 Mt = 1.0
 Mzcat = 0.90 V Serviceability = 55m/s
 Internal Pressure Coefficients for enclosed buildings = +0.7, -0.05
 Cyclonic screens are not structurally required for enclosed buildings

DESIGN CRITERIA IN ACCORDANCE WITH AS1170.4:2007:
 Probability P = 1/500 (Table 3.1)
 Kp = 1.0 (Table 3.1)
 Site Hazard Factor Z Allowed = 0.15 (Figure 3.2(C))
 Earthquake Design Category = Domestic as per Appendix A2

WINDOW DESIGN CRITERIA - in accordance with AS2047
 1. Serviceability pressure - 3000Pa - Table 2.1 AS2047 (Cyclonic Regions C & D Design as per AS1170-2002)
 2. Ultimate strength pressure - 4500Pa - Table 2.5 AS2047 (Cyclonic Regions C & D Design as per AS1170-2002)
 3. Water penetration resistance pressure - 450Pa - Table 2.4 AS2047
Built To: NCC CLASS 3 BUILDING
CLIMATE ZONE 4

ALL METAL ASSEMBLIES, THEIR CONNECTIONS & IMMEDIATE SUPPORTING MEMBERS HAVE BEEN DESIGNED SO AS TO BE CAPABLE OF REMAINING IN POSITION NOTWITHSTANDING ANY PERMANENT DISTORTION, FRACTURE OR DAMAGE THAT MIGHT OCCUR IN ACCORDANCE WITH BCA VOLUME 1, SPECIFICATION B1.2.

COLOUR SCHEDULE

ROOF DECKING	- ZINCALUME
ROOF FLASHING	- DEEP OCEAN
EXTERNAL WALLS	- PAPER BARK
INTERNAL DOORS	- SURFMIST
CEILING	- MIRAGE PEARL
WINDOWS	- DEEP OCEAN
EXTERNAL DOOR FRAME	- DEEP OCEAN
VINYL TO BEDROOMS	- SLATE GREY
VINYL TO ENSUITE	- WOODLAND GREY
LOGOS	- YES
CUPBOARD DOOR & SIDE	- SOFT LEMON
CUPBOARD TOP & SHELVES	- WHITE
DESK TOP	- SOFT LEMON
DESK DRAWERS	- IRON STONE
CURTAINS	- BLUE/GREY
SKIRTING	- GREY
PERIMETER / BASE CHANNEL	- BLACK

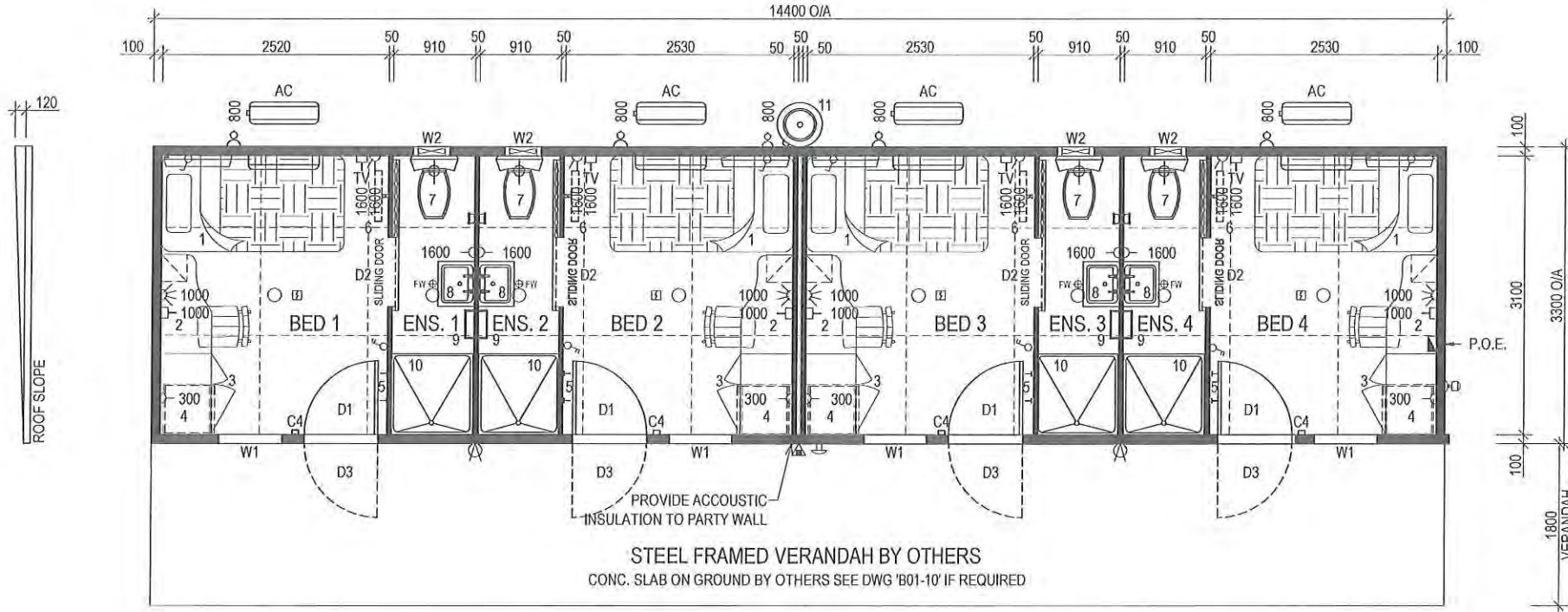
EXTERNAL DIMENSIONS - 14.4m x 3.3m
INTERNAL DIMENSIONS - 14.20m x 3.10m = 44.02m²
 BEDROOM - 2.53m x 3.10m = 7.84m²
 ENSUITE - 0.91m x 3.10m = 2.82m²

CEILING HEIGHT
 2400

NOTES:

- 1 - 3m SEPARATION BETWEEN FRONT OF ADJACENT BUILDINGS WITH WINDOWS & DOORS FACING EACH OTHER. IF VERANDAHS INSTALLED, 1m BETWEEN VERANDAHS.
- 2 - BACK TO BACK SEPARATION MINIMUM 1.5m Ø, WHEN ONLY TOILET WINDOWS TO BACK WALLS.
- 3 - END TO END SEPARATION MINIMUM 1.5m.

FIRE LEGEND			ELECTRICAL LEGEND		
DESCRIPTION	QTY		DESCRIPTION	QTY	
SMOKE DETECTOR : HARD WIRED -w BATT B/UP	4		CIRCUIT BREAKER BOARD : (POINT of ENTRY)	1	
SMOKE DETECTORS INTERCONNECTED WITH			SWITCH : LIGHT : SINGLE	4	
ALARM BELL ON THE OUTSIDE	1		SWITCH : LIGHT : DOUBLE	4	
ABE TYPE FIRE EXTINGUISHER 4.5Kg & SIGNAGE	1		SWITCH : PHOTO-ELECTRIC : (PE CELL)	1	
			LIGHT : OYSTER FITTING	8	
			BUNK LIGHT : 18W FLUORESCENT : WALL MOUNTED	4	
			LIGHT : EXTERNAL BULKHEAD : W/PROOF	2	
			GPO : 10 AMP SINGLE : HEIGHT SHOWN	8	
			GPO : 10 AMP DOUBLE : HEIGHT SHOWN	4	
			GPO : 10 AMP 4 GANG : HEIGHT SHOWN	4	
			ISOLATOR : W/PROOF : HEIGHT SHOWN	5	
			TELEVISION POINT	4	
			DATA / COMMS POINT	4	
			FAN : EXHAUST : WALL MOUNTED c/w SELF CLOSING LOUVRES	4	



ELEVATION GUIDE
SHEET 02

PLAN VIEW
 SCALE 1:50

PANEL WALL BUILDING SHORT SPECIFICATION - REGION D - 2011 NCC

- CHASSIS - STEEL BEAMS c/w GALV. JOISTS 75 x 40 CEE SECTIONS @ MAX 400 CTRS
- CHASSIS PAINT SPEC. - 425 ZINC PHOSPHATE PRIMER, 2 COATS ALKYD PRIMER WET ON WET - BLACK - FOR CORROSION INHIBITION
- FLOORING - 22mm T&G AQUATITE TERMITES TREATED PARTICLE BOARD
- FLOOR COVERING - 1.5mm VINYL FLOOR FINISH TO BEDROOMS - refer colour schedule
- FLOOR COVERINGS - 2.0mm SLIP RESISTANT VINYL FLOOR FINISH TO ENSUITES c/w 100mm HIGH COVING BEHIND DOOR. (PVC SKIRTING TO ALL OTHER WALLS) - refer colour schedule
- EXTERNAL WALLS - 100mm EPS CORE PANEL, R2.8 RATING c/w 0.6mm COLORBOND facings - refer colour schedule
- INTERNAL WALLS - 50mm PANEL c/w 0.4mm COLORBOND facings - refer colour schedule
- FLOOR INSULATION - R2.0 IST80 INSULATION WITH BUILDERS MESH UNDER FOR SUPPORT
- PARTY WALL INSULATION - ACOUSTIC INSULATION within cavity wall
- ROOF INSULATION - R2.0 POLYESTER INSULATION between ceiling joists with IST60 ANTI-CONDENSATION BLANKET under roof sheets
- ROOF & CEILING FRAME - GALV. STEEL FRAMEWORK
- ROOF CLADDING - SMARTSPAN or EQUIVALENT SHEETING - refer colour schedule
- CEILING - PRE-FINISHED PLYWOOD c/w ALUMINIUM CORNICE - refer colour schedule
- ROOF FLASHINGS & CORNER TRIMS - COLORBOND - refer colour schedule
- DOOR FRAMES - METAL POWDERCOATED FINISH - refer colour schedule
- INTERNAL DOOR FRAMES - ALUMINIUM POWDERCOATED FINISH - refer colour schedule

EQUIPMENT LIST

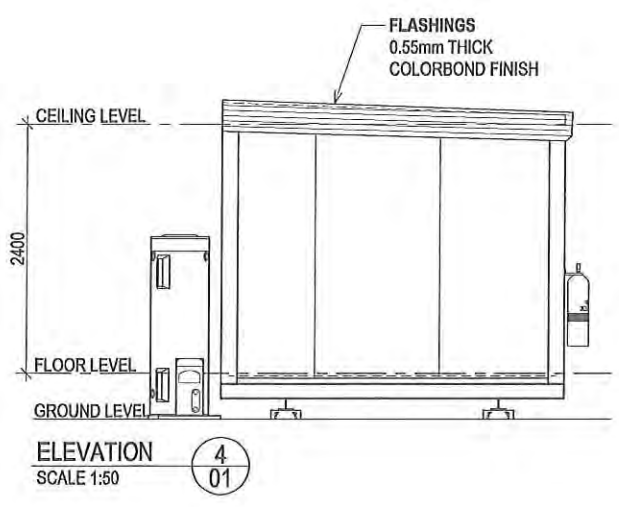
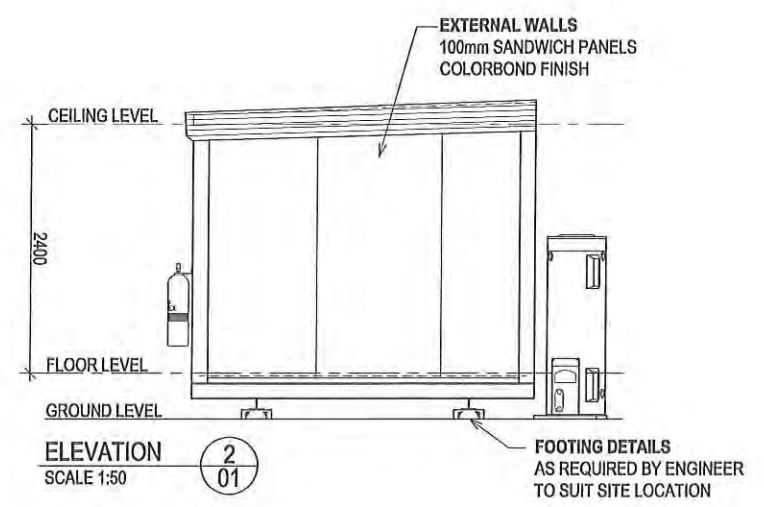
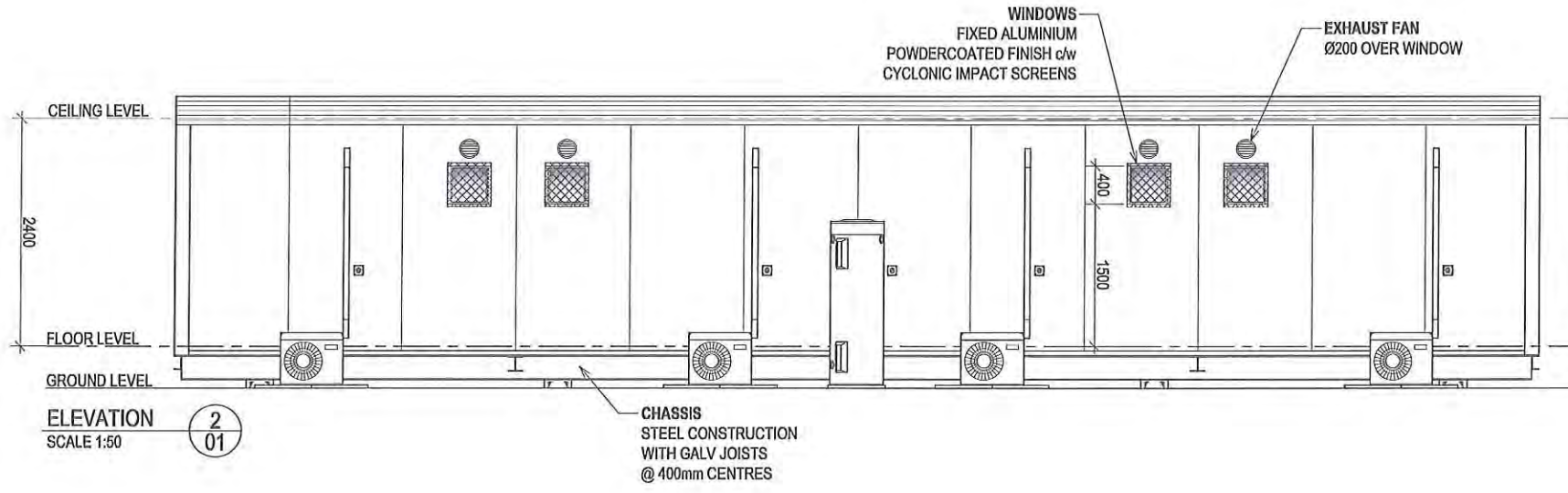
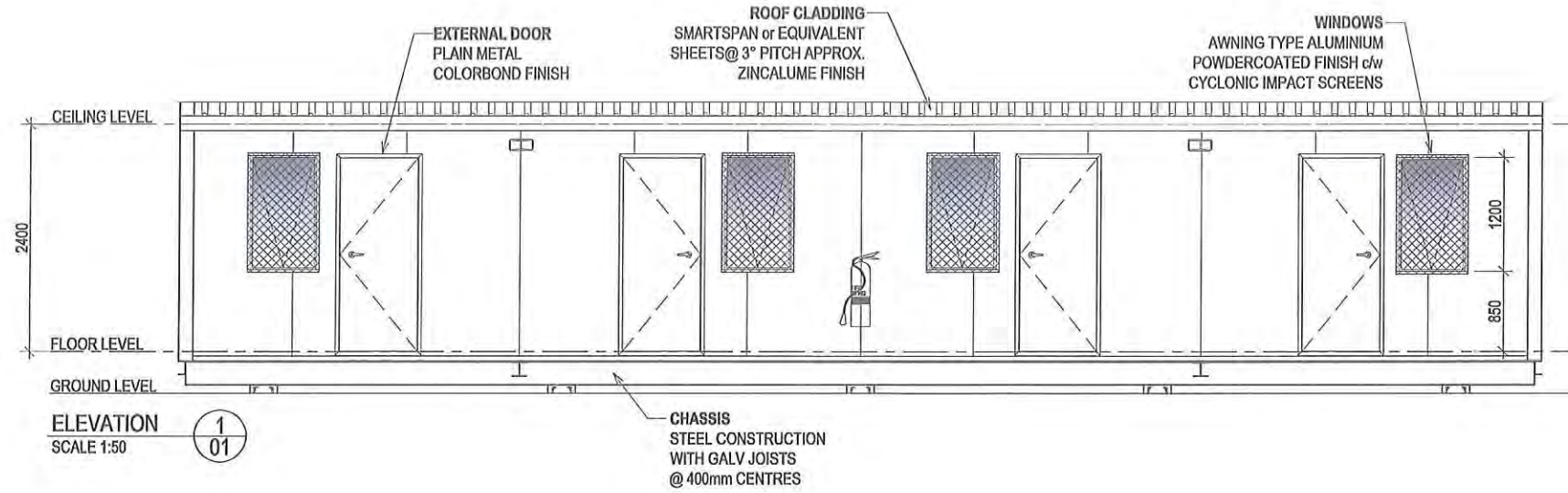
No.	DESCRIPTION	QTY
D1	2040h x 820w METAL PANEL EXTERNAL DOOR c/w LEVER HANDLE (MASTER KEYED)	4
D2	2040h x 820w HOLLOW CORE TIMBER INTERNAL SLIDING DOOR (2000h x 770w OPENING)	4
D3	2040h x 820w BARRIER DOOR c/w HANDLE/NO LOCK & DOOR CLOSER	4
W1	1200h x 700w WINNING WINDOW c/w FLYSCREEN, BLOCKOUT CURTAINS & CYCLONE SCREEN	4
W2	400h x 400w FIXED WINDOW c/w CYCLONE SCREENS	4
C4	75 x 50 x 2.0mm RHS INTERNAL COLUMN c/w BRACKET FIXING	4
AC	2.5kW - INVERTER SPLIT SYSTEM REVERSE CYCLE AIR CONDITIONER	4
1	KING SIZE SINGLE ENSEMBLE BED	4
2	1100 LONG WRITING DESK c/w STEEL PADDED CHAIR & BEDSIDE DRAWERS	4
3	900w x 560d x 1800h HIGH MELAM. WARDROBE c/w 1 HALF SHELVES, 1 FULL WIDTH SHELF & HANGING SPACE	4
4	120L BAR FRIDGE	4
5	COAT HOOK	8
6	WALL MOUNTED TV BRACKET TO SUIT 22" TV @ 1650 A.F.L. - CMW420	4
7	TOILET PAN c/w DUAL FLUSH CISTERN & PAPER HOLDER	4
8	S.S. HAND BASIN c/w MIRROR & SHELF OVER	4
9	500 LONG TOWEL RAIL	4
10	900 x 900 FIBREGLASS SHOWER UNIT c/w CURTAIN & RAIL	4
11	270 LITRE STORAGE ELECTRIC HWS	1

NOTES:
 1- BUILDING FINISHED FLOOR LEVEL (FFL) NOMINALLY 500mm ABOVE FINISHED GROUND LEVEL (FGL).
 2- STEPS TO BCA VOLUME 2 PART 3.9.1, OR VOLUME 1 PART D2.13, BY OTHERS.
 3- WHERE REQUIRED, ACCESSIBLE RAMP, HANDRAILS AND LANDING TO AS 1428.1-2009 BY OTHERS.

prompt engineering
 CONSULTANTS & ENGINEERS
 Michael Young
 MICHAEL YOUNG DE MIE (276533)
 PLAN_142836_02-04-2014

CLIENT APPROVAL	CLIENT SIGNATURE	DATE	PAGE SIZE A2	PAGE 1 of 9	SCALE 1:50	Fleetwood 1240 ABERNETHY RD HIGH WYCOMBE W.A. 6057 PH: (08) 9281 7500 FAX: (08) 9281 7580 EMAIL: drafting@fleetwood.com.au www.fleetwood.com.au FLEETWOOD INTERSTATE BRANCHES 58 MANNING RD, BERRAMAH, DARWIN N.T. 0820 PH: 8932 4500 FAX: 8932 4888	CLIENT CBH		
	NOTE: These drawings have been approved for manufacturing. Should any changes be made after the approved date, the Contract will need to be reviewed.	DATE					LOCATION MORAWA, WA		
BUILDERS SIGNATURE	DATE	0 ISSUED FOR ENGINEERING CHECK REV DESCRIPTION 76	AP 24.03.14	THIS DRAWING IS PROTECTED BY COPYRIGHT LAWS ©	DO NOT SCALE. REFER TO DIMENSIONS ONLY	TITLE 4P STAFF QTRS 14.4m x 3.3m - PLAN VIEW	FLEETWOOD DWG No. SQ0836-B01-01	FLEETWOOD JOB No. S9227	REVISION 0

BUILDING DESIGN CRITERIA
 Wind Load - in Accordance with AS.1170.2:2002
 REGION D, TERRAIN CATEGORY 2
 Annual Probability of Exceedance 1:500
 REGIONAL WIND SPEED - V500 = 88 m/s
Built To: NCC/BCA CLASS 3
 CLIMATE ZONES 4



NOTES:
 1- BUILDING FINISHED FLOOR LEVEL (FFL) NOMINALLY 500mm ABOVE FINISHED GROUND LEVEL (FGL).
 2- STEPS TO BCA VOLUME 2 PART 3.9.1, OR VOLUME 1 PART D2.13, BY OTHERS.
 3- WHERE REQUIRED, ACCESSIBLE RAMP, HANDRAILS AND LANDING TO AS 1428.1-2009 BY OTHERS.

prompt engineering
 MICHAEL YOUNG BE (ME) (276933)
 PLN_14496 03-04-2014

CLIENT APPROVAL

CLIENT SIGNATURE _____ DATE _____

NOTE: These drawings have been approved for manufacturing. Should any changes be made after the approved date, the Contract will need to be reviewed.

BUILDERS SIGNATURE _____ DATE _____

REV	DESCRIPTION	DATE
0	ISSUED FOR ENGINEERING	24.03.14
1	ISSUED FOR ENGINEERING	24.03.14

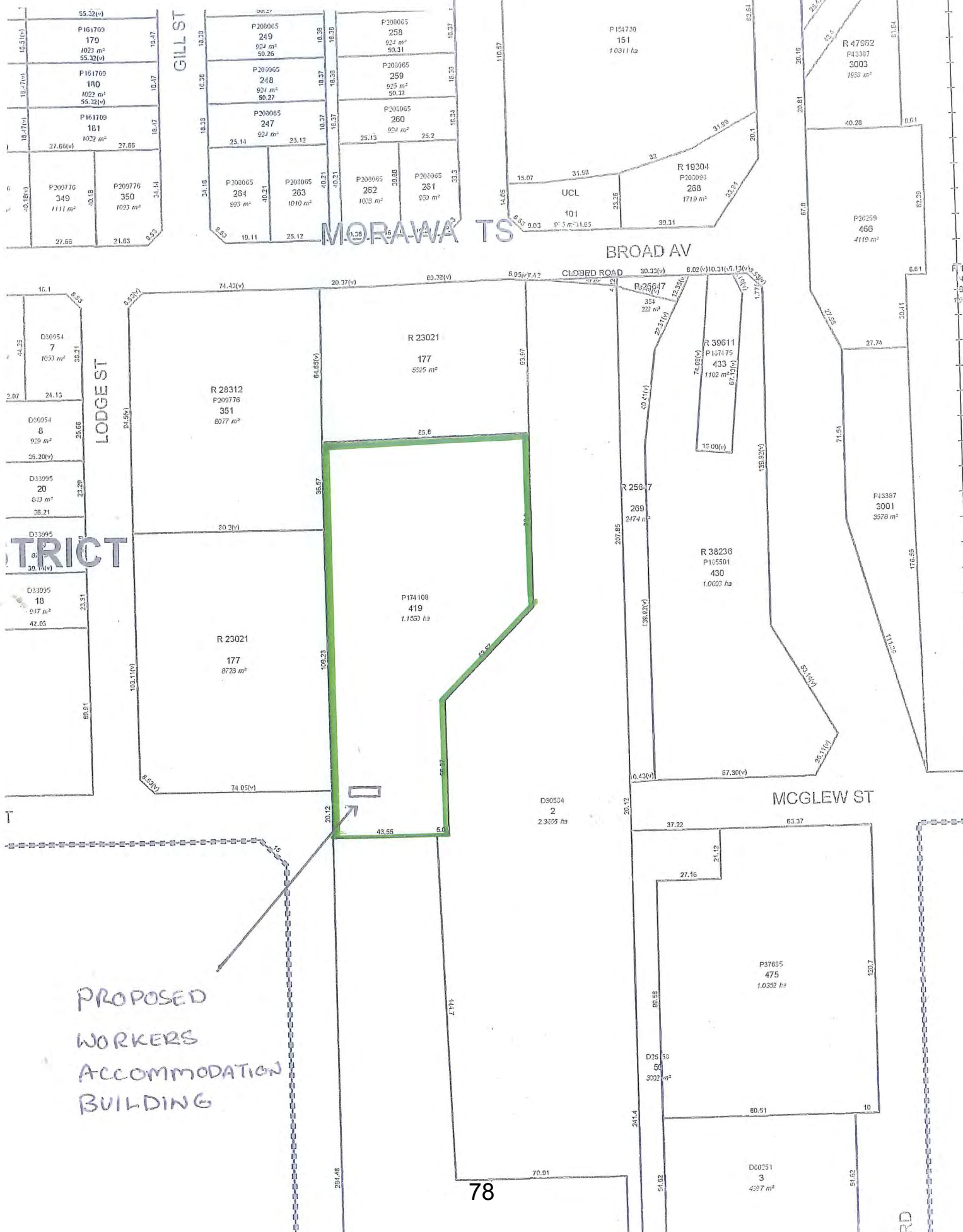
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AP	24.03.14	RB	24.03.14		

Fleetwood

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 FLEETWOOD INTERSTATE BRANCHES
 68 MCKINNON RD, BERRIWAH, DARWIN
 N.T. 0820 PH: 8932 4500 FAX: 8932 4888

CLIENT CBH	LOCATION MORAWA, WA
TITLE 4P STAFF QTRS 14.4m x 3.3m - ELEVATIONS	
FLEETWOOD DWG No. SQ08836-B01-02	FLEETWOOD JOB No. S9227
REVISION 0	

LOCATION PLAN



TRICT

**PROPOSED
WORKERS
ACCOMMODATION
BUILDING**

7.2.6 Chief Executive Officer - Other

<i>Date of Meeting:</i>	15 May 2014
<i>Item No:</i>	7.2.6.1
<i>Subject:</i>	Strategic Plan Update and Progress Report
<i>Date & Author:</i>	5 May 2014 Sean Fletcher
<i>Responsible Officer:</i>	Chief Executive Officer
<i>Applicant/Proponent:</i>	Chief Executive Officer Sean Fletcher
<i>File Number:</i>	Various
<i>Previous minute/s &</i>	
<i>Reference:</i>	17 April 2014 (Last Update to Council) and Briefing Session 15 May 2014

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

- 2013/14 Project Summary Report;
- Shire of Morawa April 2014 *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.

At this point in time, the Strategic Community Plan has some 109 actions listed:

Objective	Actions	Projects 2013/14	Programs 2013/14	Comment
1. A diverse, resilient and innovative economy	46	9	3	This objective is divided into two sub-objectives with nine key projects and three programs covering 27 of the 46 actions which are due for completion in 2013/14
2. Protect and enhance the natural environment	14	5	0	Five key projects covering 11 strategic actions are required to be completed for 2013/14
3. A community that is friendly, healthy and inclusive	26	5	0	Five key projects covering 17 of the 26 actions are due for completion for 2013/14
4. A connected community with strong leadership	23	3	1	Three key projects and one program area covering 18 actions are due for completion for 2013/14

Table One: Summary of Strategic Actions

Accordingly, the progress of the projects and program areas covering the strategic actions for 2013/14 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 is due for review this year.

Status

No change - The Long Term Financial Plan requires expansion to incorporate new out years. UHY Haines Norton will provide costs to do this for 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 will occur next month to look at road infrastructure regarding fair value for 2014/15.

Romans II will also need updating regarding local road data.

Workforce Plan

The Workforce Plan is also monitored by the Department of Local Government and Communities. This requires assessment by staff by the end of March 2014.

Status

The CEO, DCEO and MFA commenced this review on 4 April 2014. A final review is now required.

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 not required, but from a business continuity perspective it would be prudent to do so (in line with the Local Government Audit Regulations - Regulation 17).

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 Blue Print). Generally, links are made back from the Corporate Business Plan to the applicable project within this plan.

Risk Management Framework and Compliance Plan

As per comments made in the February report, the CEO has now attended a briefing on the requirements of the *Local Government (Audit) Regulations – Regulation 17*. The Shire (CEO) by 31 December 2014 will need to have in place:

- A risk management policy;
- A risk management framework including processes, procedures and reporting;
and
- A compliance plan

Status

Council resolved at the 20 February 2014 that the implementation of the requirements for Regulation 17 were forwarded for 2014/15 Budget consideration. The author attended a briefing on Regulation 17 on 28 February 2014. LGIS representatives suggested that they could develop initial requirements on a regional basis. As a result, a proposal was received on 23 April outlining a joint project with the Shires of Mingenew, Carnamah, Coorow, Morawa & Perenjori at a cost of \$5,856 each. The author has accepted this quote and submitted for 14/15 budget consideration, although it may occur sooner.

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 each month. Accordingly, a summary report and full copy of the Corporate Business Plan report for April 2014 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:

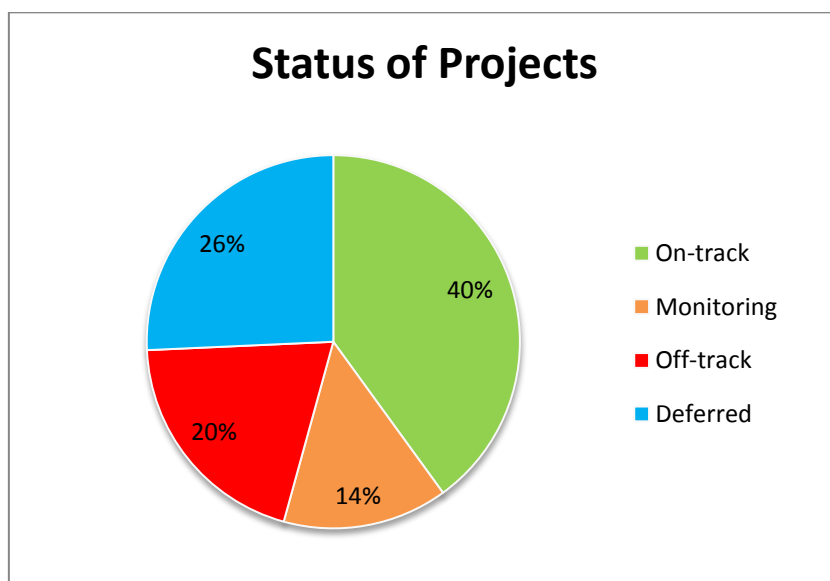


Chart 1: Breakdown on Status of Projects for 2013/14

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 63.27%.	Overall completion in Mar 2014 was 58.50%.
On-track	There are 14 (40%) projects on track (1, 2, 3, 4, 12, 13, 14, 18, 19, 29, 32, 33, 34, & 35), up from 13 (37%) listed last month.	Although The Industry Attraction & Retention project is now on track, the intent of this project will require reassessment (Project 18)
Monitoring	Five (14%) projects are at the monitoring level (7, 20, 21, 27 & 31)	The five projects in monitoring mode are subject to initial delays and subsequent changes in circumstance. In particular: <ul style="list-style-type: none"> Project 27 – the Mobile Black Spot project, was unsuccessful securing key finding from the MWIP and the Shire is now in the process of re-directing the \$1M in funding to another project (Airport Upgrade).
Off-track	In total there are seven projects off track (5, 8, 9, 10, 15, 26 and 30).	The number of projects off-track has improved from 9 to 7. The impacts on these projects include: <ul style="list-style-type: none"> Staff resourcing in terms of key roles is 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); 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 (Project 26 - Town Centre Revitalisation and Freight Road Re-alignment). This should be completed by December 2014; Scrapping of Commonwealth funding programs e.g. RADF5 (Project 5 - Town Hall project). The tender specification will now be developed during April 2014; Changes to Royalties for Regions (CLGF) funding or not meeting acquittal requirements (Includes key funding regarding Project 3 regarding the Morawa Swimming Pool); MWDC requirement to continually review business cases (Project 15) With the training centre, still waiting on final approvals; 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 deferred due to fiscal constraints and other resourcing issues or because the priority has changed (6, 11, 16, 17, 22, 23, 24, 25 & 28);	These projects will require further review as part of the SCP review in June 2014.

It also may be prudent to seek a joint review with other shires in the region regarding the SCP, CBP and the informing strategies.

Programs

Under the Corporate Business Plan, there are four key program areas that are monitored:

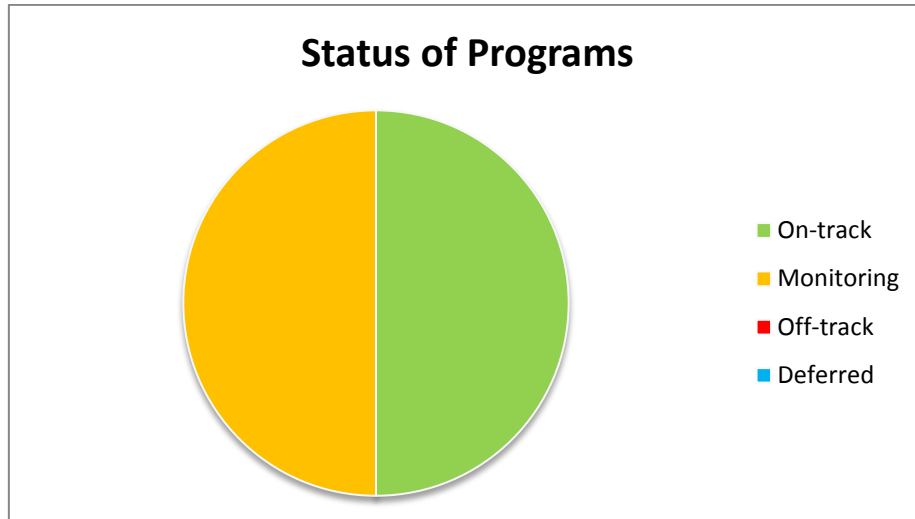


Chart 2: Breakdown on Status of Programs for 2013/14

Chart 2 indicates that there are two program areas on track i.e. the Sports Facilities and Programs (78%) and the Roads Program (78%). The program areas requiring monitoring are Ongoing Health Care Provision (50% completed) and Governance (55% completed). 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 May 2014 Strategic Plan Update and Progress Report submitted by the Chief Executive Officer.

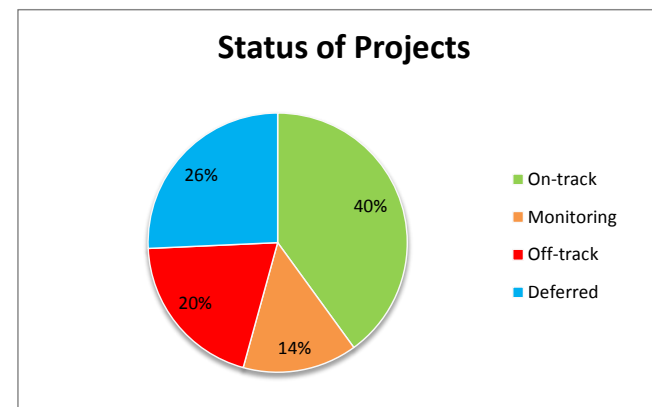
SUMMARY OF CORPORATE BUSINESS PLAN STATUS 2013/2014

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				90												
2	Sports Club Development Officer	CEO				90												
3	Recreational Facility Development	DCEO/CYDO				70												
4	Morawa Community Care	CEO				85												
5	Refurbish Old Chambers	DCEO				35												
6	Childcare Centre Development	CEO				0												
7	Community Group Support	CYDO				55												
8	Community Engagement & Communication	CEO				30												
9	Trails Strategy	CEO				33												
10	Waste Management Project	DCEO				15												
11	Water Supply Development	DCEO				0												
12	Solar Thermal Power Station - Feasibility Study	CEO				90												
13	Waste Water Plant Upgrade	DCEO				100												
14	Sustainability Program	DCEO				83												
15	Develop Industry Training Centre	PO				20												
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				83												
20	Upgrade Morawa Airport	DCEO				50												
21	Upgrade Major Roads and Annual Road Program	WS				54												
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				35												
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				83												
34	Leadership and Advocacy Role	CEO				83												
35	Invest in Council's Capacity	CEO				83												
	Total					63.27												

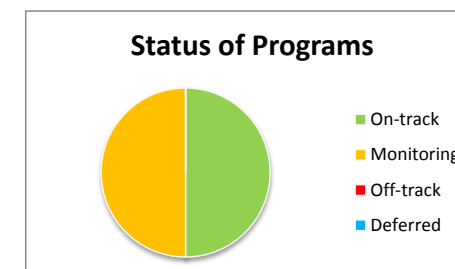
Program Areas	Who	Start	Cost	Cost Remaining	% Completed	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
1 Sports Facilities and Programs	DCEO				78												
2 Ongoing Healthcare Provision	CEO				50												
3 Roads	WS				78												
4 Governance	CEO				55												
Total					65.25												

Status
 On-track
 Monitoring
 Off-track
 Deferred

Projects
 14
 5
 7
 9



Status Programs
 On-track 2
 Monitoring 2
 Off-track 0
 Deferred 0



Updated 5 May 2014
 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 2013/14. 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 0.2 FTE 2013/14 Percentage Completed: 90%	High	3.5.2	CEO	0	2,800,000	0	0	Department of Sport and Recreation	<ul style="list-style-type: none"> Playground works: <ul style="list-style-type: none"> Play equipment completed; Fencing installed 28/04/14; Shade sail installed 05/05/14 BBQ to be installed behind South Dugout by 31/05/14; Remaining paths to be done 31/05/14; CCTV quotes by Mid June 2014; Patio roof designs and costs discussed at the briefing session 15/05/14. <hr/> Increased Sporting Participation <ul style="list-style-type: none"> Club membership numbers reported by clubs Increased Usage <ul style="list-style-type: none"> Additional events reported by Sporting Committee. To date: two events held
2. Sports Club Development Officer – Regional Project Project management 0 FTE Percentage Completed: 90%	Medium	3.1.7	CEO, Shire of Three Springs	0	12,500	12,500	12,500	<ul style="list-style-type: none"> Department of Sport and Recreation Shire of Three Springs Shire of Perenjori Shire of Mingenew 	<ul style="list-style-type: none"> Advised 26/02/14 Perenjori/Morawa/Three Springs submission successful (\$30,000 PA for two years from 2014/15.); Next steps: <ul style="list-style-type: none"> Meeting re implementation process held 9 April 2014; \$10,000 share allocated in 14/15 Budget to an existing function <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

<p>3. Recreational Facility Development: 3.1 Swimming Pool Upgrade 3.2 Construction of the Skate Park</p> <p>Project management 0.1 FTE</p> <p>Percentage Completed: 70% 3.1: 45% 3.2 95%</p>	Medium	3.5.3	CEO	0	800,000 300,000	400,000	0 0	Department of Sport and Recreation	<p>Swimming Pool (Works 2013/14 - \$805,000)</p> <ul style="list-style-type: none"> • CLGF funding of \$358,000 for 12/13 withheld as Shire had not acquitted a previous project within required timelines. Request for reconsideration was declined; • DSR contribution \$229,000 parked. (Submission seeking deferral made 29/04/14); • Minister Redman agreed as a result of WALGA lobbying to re-include for 2014/15 Budget consideration; • Council resolved at Feb 2014 Budget Review to fund gap by way of a loan. Currently on hold for now; • CEO has provided further information to Shane Love for Minister Redman's information; • DCEO met with consultants 6/03/14 to initiate program of works; • Steps: <ul style="list-style-type: none"> o Filtration System and Shed 13/14 o Tanks and painting of bowl 14/15. <p>Skate Park (Due to Open October 2013)</p> <ul style="list-style-type: none"> • Core works completed and official opening held 10 November 2013; • Water cooler, bin holder installed. Shade sails to be installed; • Possible lighting options under review by staff including funding sources for 2014/15 Budget. <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
<p>Program Area Operating Cost:</p> <ul style="list-style-type: none"> • Undertake ongoing maintenance and management of the Sports facilities and programs <p>Percentage Completed: 78%</p>	Ongoing			775,000	790,000	805,000	821,000		<p>Recurrent Cost post 2017: \$837,000 Staff Required: 3 FTE Cost YTD: \$466,834</p> <p>Note: Expenditure for 2013/14 set at: \$665,931 (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: 50%</p>	Ongoing	3.1.1, 3.1.2, 3.1.3, 3.1.4		251,884	256,900	262,000	267,000		Note: <ul style="list-style-type: none"> Expenditure for 2013/14: \$281,173; Includes one off contribution to Mobile Dental Clinic of \$50,000: <ul style="list-style-type: none"> February clinic had 67 patients; Next clinic due 31 March 2014 As of 10 February 2014, Dr Rao is in the process of setting up Mid West Medical Services and seeking to employ an additional GP. Requires use of 2 Caulfield Street for accommodation <p>Recurrent Cost post 2017: \$272,000 Staff Required: 0.02 FTE Cost YTD: \$140,144</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)
4. Morawa Community Care Project management 0.6 FTE Percentage Completed: 85% 4 Units: 100% Management: 70%	High	1.9.1	CEO	528,800	420,718	40,000	40,000	Morawa Community Care	Construction 2013: <ul style="list-style-type: none"> Construction of the 4 units completed Cost post 2013/14 are recurrent costs. Will need revaluation Management: <ul style="list-style-type: none"> Committee commenced 18 March 2014 and identified action matrix; Draft service delivery plan and policies developed and considered 13/05/14; Handover of units underway 30 April 2014; Transference of land management order underway. <hr/> Elderly people age in their home community <ul style="list-style-type: none"> Census figures Older people able to live independently <ul style="list-style-type: none"> Increase in number aged people staying in community

<p>5. Refurbish Old Council Chambers</p> <p>Percentage Completed: 35%</p>	<p>High</p>	<p>1.7.3</p>	<p>CEO</p>	<p>0</p>	<p>220,000</p>			<p>LotteryWest</p>	<ul style="list-style-type: none"> Capital Works for 2013/14 set at \$309,990. Funded: <ul style="list-style-type: none"> o RDAF5: 89,990 o Lotterywest: 90,595 o Reserve: 129,405 RDAF5 funding of \$89,990 abolished by Commonwealth Government. This means façade, exterior and lesser hall kitchen cannot go ahead; Lotterywest has indicated its funding is fine. Request to defer funding underway; DCEO met with Terry Baker and Laura Gray (Heritage Adviser) during Jan 2014 to confirm schedule of works: <ul style="list-style-type: none"> o Roof to change from tile to colourbond; Change to roof material and other specification items approved by the Heritage Council; Tender specification for remaining works i.e chambers & admin area: <ul style="list-style-type: none"> o PO met Terry Baker 29 April 2014 to confirm requirements; o Approval to go to tender June OCM; o Awarding of tender June OCM; o Works to commence July 2014 <hr/> <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 <p>Note: regular use is occurring.</p>
<p>6. Childcare Centre development</p> <p>Project management 0.2 FTE</p> <p>Percentage Completed: NA</p>	<p>Medium</p>	<p>3.1.8</p>	<p>CEO</p>	<p>0</p>	<p>0</p>	<p>0</p>	<p>0</p>	<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 <p>Additional childcare places available to the community</p> <ul style="list-style-type: none"> Uptake of service <p>Employment opportunities in the caring industry</p> <ul style="list-style-type: none"> Number of people employed <p>Respite care available to parents</p> <ul style="list-style-type: none"> Respite visits number per annum

<p>7. Community Group Support:</p> <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 <p>Project management 0.1 FTE Percentage Completed: 55%</p>	<p>Medium</p>	<p>3.2.2, 3.2.4, 3.2.5, 3.4.1</p>	<p>CEO</p>	<p>35,000</p>	<p>35,000</p>	<p>35,000</p>	<p>35,000</p>		<ul style="list-style-type: none"> • Planning for Arts Festival underway (Shire contribution: \$10,000). • Discussions recommenced re Future Fund (Scott Whithead & Stuart Griffiths) <p>Costs 2013/14</p> <ul style="list-style-type: none"> • YTD: <ul style="list-style-type: none"> ○ Arts Festival \$2,877 ○ Museum: \$2,233 ○ Depreciation: \$6,329 • Recurrent costs post 2016 are \$35,000 per annum <p>Community events enhance liveability of community</p> <ul style="list-style-type: none"> • Reports to Council community groups <p>Community feedback on events</p> <ul style="list-style-type: none"> • Annual community survey
<p>8. Community Engagement and Communication</p> <p>Project management 0.05 FTE</p> <p>Percentage Completed: 30%</p>	<p>Medium</p>	<p>4.1.1, 4.1.2</p>	<p>CEO</p>	<p>1,020</p>	<p>1,020</p>	<p>1,020</p>	<p>1,020</p>		<p>Costs 2013/14</p> <ul style="list-style-type: none"> • Met through Public Relations Budget (\$9,000) • Recurrent costs post 2016 are \$1,020 per annum <p>Good relationship between community and Council</p> <ul style="list-style-type: none"> • Annual community survey
<p>9. Trails Strategy</p> <p>Project management 0.1 FTE</p> <p>Percentage Completed: 33%</p>	<p>Medium</p>	<p>1.7.2</p>	<p>CEO</p>	<p>0</p>	<p>0</p>	<p>260,000</p>	<p>0</p>	<ul style="list-style-type: none"> • LotteryWest • Department of Regional Development 	<p>Morawa Perenjori Wildflower Drive Trail</p> <ul style="list-style-type: none"> • R4R Grant required listed in 2013/14 Budget: \$467,000 - Pending <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

Objective: Protect and enhance the natural environment and sense of place

Program Area: Environment

Goal: Protect and enhance the natural environment

Project	Priority	SCP Link	Who	12/13 \$	13/14 \$	14/15 \$	15/16 \$	Stakeholders	Progress (Including Performance Indicators)
10. Waste Management – Regional Project Project management 0.15 FTE Percentage Completed: 15%	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 \$320,470. 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 appointed to develop strategic plan: <ul style="list-style-type: none"> First site visit held on with DCEO 7 April 2014; Follow-up occurred and scope of works agreed by CEOs 17 April 2014 <hr/> 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 <hr/> 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: 90%	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; Adjust SCP at June 2014 Review

									<ul style="list-style-type: none"> Recurrent costs post 2016: \$60,000 <hr/> 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 and 2 are now completed. Works for 2014/15 <ul style="list-style-type: none"> One pond remaining (\$48,000); Consist of \$32,000 funds saved from 13/14 and \$10,000 from 14/15 Recurrent costs post 2016:Unknown Overflow managed in winter <ul style="list-style-type: none"> Nil events Improved use of waste water for irrigation <ul style="list-style-type: none"> Reduced potable water usage
14. Sustainability Program: <ul style="list-style-type: none"> Identify policies to manage carbon sequestration Implement the Climate Change and Adaption Plan Continue to manage feral flora and fauna Rehabilitate, protect and conserve Shire controlled land Support and promote environmental management practices Project management 0.1 FTE Percentage Completed: 83%	Medium	2.1.5, 2.1.6, 2.2.1, 2.2.2, 2.2.3	DCEO	0	0	0	0	<ul style="list-style-type: none"> 	2013/14 <ul style="list-style-type: none"> Costs are as per in accordance with the EHO role; Sequestration policies to be included in LPS and Strategy; The Climate Change Risk Assessment & Adaption Action Plan needs resources for this to happen in 2014/15; Flora & Fauna pests in conjunction with Department of Agriculture Bio-Security Officer in Morawa; Shire has rehabilitation policy in place; Environmental management practices are supported through implementation of relevant infrastructure: <ul style="list-style-type: none"> Continuing monitoring and upgrading of key facilities <hr/> Sustainability initiatives achieved <ul style="list-style-type: none"> Set of nominated activities achieved

Objective: A diverse, resilient and innovative economy

Program Area: Economic Services

Goal: Provide economic services that drive growth and development of the Shire

Project	Priority	SCP Link	Who	12/13 \$	13/14 \$	14/15 \$	15/16 \$	Stakeholders	Progress (Including Performance Indicators)
15. Develop Industry Training Centre Project management 0.1 FTE Percentage Completed: 20%	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 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; Recurrent cost post 2016: \$80,000 <hr/> <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 <hr/> <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 <hr/> <p>New business established</p> <ul style="list-style-type: none"> New business establishment

<p>18. Industry Attraction and Retention Project</p> <p>Regional Resource – Investment Coordinator: 1.25 FTE (Funded MWIP)</p> <p>Project management 0.08 FTE</p> <p>Percentage Completed: 83%</p>	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>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: 83%</p>	Medium	1.2.7, 1.2.10, 1.2.11	CEO	0	50,000	0	0	<ul style="list-style-type: none"> Wildflower Way Committee, Local Tourism Group 	<p>2013/14</p> <ul style="list-style-type: none"> CYDO is attending Wildflower Country Committee meetings; CEO has completed regional tourism project survey and attended the North Midlands Tourism Workshop 3 April 2014 (with CYDO and Tourism Centre members) as part of the Economic Blueprint process; Audit of 2010/11 Wildflower Way project completed 2 April 2014 \$40,000 is allocated for the Caravan park Caretaker transportable accommodation; \$5,500 Wildflower Country Brochure completed (\$5,329);

21. Upgrade Major Roads and Annual Road Program Project management: 0.9 Percentage Completed: 54%	Medium	1.8	Works Manager	1,580,000	1,580,000	1,580,000	1,580,000	Department of Main Roads	2013/14 (\$1,694,555) YTD: \$910,853
									<ul style="list-style-type: none"> Three Springs Rd completed; Yalgoo Rd completed <hr/> <ul style="list-style-type: none"> Recurrent cost post 2016: \$1.6M Road safety <ul style="list-style-type: none"> Survey Asset maintenance <ul style="list-style-type: none"> Improvement in asset ratios

Program Area Operating Cost: Percentage Completed: 78%	Ongoing		Works Manager	2,059,403	2,100,000	2,142,000	2,185,000		2013/14 (\$1,734,194) Staff Required: 11 FTE Cost YTD: \$1,359,923
									Recurrent Cost post 2017: \$2.23M

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	2013/14 <ul style="list-style-type: none"> \$63,435 has been allocated for maintenance Recurrent cost post 2016: \$14,000 <hr/> Houses constructed <ul style="list-style-type: none"> Houses in place Staff satisfaction with housing <ul style="list-style-type: none"> Staff satisfaction (annual survey)

24. Expansion Van Park Project management 0.2 FTE Percentage Completed: N/A	Medium	1.2.9, 1.9.6	CEO	0	0	0	0		Project deferred until development of next corporate business plan: <ul style="list-style-type: none"> o 4 dwellings constructed; o Budget \$500,000 from Shire funds <hr/> Additional people stay in town <ul style="list-style-type: none"> • Accommodation statistics Additional expenditure <ul style="list-style-type: none"> • Increased estimated expenditure
25. Lifestyle Village for Aged Care Project management 0.3 FTE Percentage Completed: N/A	Medium	1.9.1	CEO EDO	0	0	0	0	MWDC, RFR – CLGF, Morawa Community Care	Project deferred until development of next corporate business plan: <ul style="list-style-type: none"> o Plan and feasibility study for additional aged care housing; o Budget \$10M from various sources.

Note:

No key activity is occurring for this goal in 2013/14

Program Area: ?

Goal: ?

Project	Priority	SCP Link	Who	12/13 \$	13/14 \$	14/15 \$	15/16 \$	Stakeholders	Progress (Including Performance Indicators)
<p>26. Main Street Project</p> <p>Landcorp Project Management 1 FTE funded</p> <p>Project support: 0.5 FTE – External 13/14</p> <p>Percentage Completed: 35% Stage 1: 60% Stage 2: 10%</p>	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. Tenders for freight road re-alignment: <ul style="list-style-type: none"> Awarded at OCM 20 Feb 2014; Site secured 4 March 2014; WBHO conducted meet and greet in town; Works commenced 17 March 2014; Drainage works nearing completion; Road base works to be completed in the next two weeks. Tender specifications for Civic square to be developed during May 2014; <ul style="list-style-type: none"> Meeting held on site with PO 29 April 2014 to confirm requirements; Matters reviewed with CEO and WS on same day; Tender documents by 23 May Expected completion for Stage 1 and 2 December 2014 <hr/> <p>Civic Square constructed</p> <ul style="list-style-type: none"> Project opening 2014 <p>Freight realignment constructed</p> <ul style="list-style-type: none"> Project opening 2014

<p>27. Wireless and Mobile Blackspot Coverage</p> <p>Project involves Shires of Morawa, Mingenew, Perenjori and Three Springs and MWDC</p> <p>Project management: 0.1</p> <p>Percentage Completed: 50%</p>	High	1.3.2, 1.3.4	Project Officer	0	375,000	0	0	CLGF	<p>Shire of Morawa coordinating update to project business case. Funding required is as follows:</p> <ul style="list-style-type: none"> o Merkanooka (\$680,000) <ul style="list-style-type: none"> ▪ CLGF – R: \$ 83,333 ▪ MWIP: \$534,167 ▪ Shire Funds: \$ 62,500 o Morawa East High (\$942,000): <ul style="list-style-type: none"> ▪ CLGF – R: \$500,000 ▪ MWIP: \$379,500 ▪ Shire Funds: \$ 62,500 <ul style="list-style-type: none"> • 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. <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
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28. Power Line Upgrade Project management: 0.1 Percentage Completed: N/A	Medium	1.4.2	MWDC	0	0	0	0	Wester Power	Project deferred until development of next corporate business plan: <ul style="list-style-type: none"> o Must be externally funded; o Budget \$7M
29. Land Development – Residential and Industrial Project management: Landcorp? Percentage Completed: 100% <ul style="list-style-type: none"> • Residential: 100% • Industrial: 100% 	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 • Stage two re headworks is now scheduled for November 2014 • 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"> o Sinosteel: \$200,000. Stated in CBP confirmed. However, only \$30,000 put aside; o Shire: \$50,000 to be budgeted. Has not happened. o 13/14 Budget \$250,000 Sinosteel? o SMC are now offering \$100,000 • 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 Project management: 0.2 Percentage Completed: 55% <ul style="list-style-type: none"> • Omnibus: 70% 	Medium	1.5.1	Planning Officer CEO	0	350,000	300,000	0	WAPC, EPA	2013/14 \$232,844 in Budget <ul style="list-style-type: none"> • Urban Design Guidelines developed: <ul style="list-style-type: none"> o Individual meetings held with business owners; o Staff briefed 25 February 2014; o Community meeting to be

<ul style="list-style-type: none"> • Urban Design: 75% • LP Strategy: 20% 									<p>rescheduled;</p> <ul style="list-style-type: none"> ○ Mike Davis briefed Council 17 April 2014 – matter deferred pending corrections submitted to May meeting <ul style="list-style-type: none"> • Omnibus amendments due 30/06/14 • 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 <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)
33. Leadership and Mentoring – Young people Project management 0.01 FTE Percentage Completed: 83%	High	3.1.9	CYDO	0	120,000	120,000	120,000	<ul style="list-style-type: none"> Morawa Youth Centre 	2013/14 <ul style="list-style-type: none"> Operating \$112,634; Projects \$24,200 (Grants): <ul style="list-style-type: none"> Crime Prevention Grant application submitted for CCTV and Skate Park lighting (\$24,000); LDAG Event: 160 people attended; National Youth Event (Music Festival) 4 April 2014 2013 Output: Youth Officer employed (completed) <hr/> Young people move into leadership role <ul style="list-style-type: none"> Number in community organisations and Council
34. Leadership and Advocacy Role: <ul style="list-style-type: none"> CBH to upgrade and extend facilities Lobby for access to education system Advocate with State Government to deliver NBN Advocate with Western Power for an upgrade of the Morawa Three Springs Feeder Lobby State Government to retain grain on rail Lobby for Roads Funding Engage with State Government re Kadji Kadji Station Advocate for visiting specialist and allied health Advocate for adequate police and emergency services Project management 0.1 FTE Percentage Completed: 83%	High	1.2.1, 1.3.4	CEO	0	0	0	0	<ul style="list-style-type: none"> All major service providers, State and Australian Government Agencies 	Met through normal operating costs 2013/14 <ul style="list-style-type: none"> CBH: Has changed focus? No further action Education System: MEITA project – Interim Business Case completed; NBN: Satellite to Mt Campbell; Optic to Town; Western Power – Townsite has been upgraded, but feeder line under review see Status Report; Grain on Rail: Watching Brief; Kadji Kadji: Conservation watching brief; Specialist & Allied Health: <ul style="list-style-type: none"> GP expanding practice, RFDS Dental Van in place; Police & Emergency Services: LEMC and CESM Program in place; Participated in Northern Zone Conference; Regional Cooperation Worksop to be held 10 April 2014 <hr/> Agencies and Service Providers meet community needs <ul style="list-style-type: none"> Annual community survey

<p>35. Invest in Council's Capacity</p> <p>Oversee Management of Shire 0.1 FTE</p> <p>Integrated Strategic Planning Support: 0.2 FTE</p> <p>Annual Customer Survey: 0.1 FTE</p> <p>Percentage Completed: 83%</p>	<p>High</p>	<p>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</p>	<p>CEO</p>	<p>0</p>	<p>0</p>	<p>0</p>	<p>0</p>		<p>Met through normal operating costs:</p> <p>Staff Training and Development</p> <ul style="list-style-type: none"> Well Program: \$12,696 (MWRC dissolved – will affect training of staff) 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 15/15 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; Risk Management policy, compliance plan and strategy now required (Reg 17) <p>Review Council Policies and Local Laws</p> <ul style="list-style-type: none"> Undertaken each March – completed for 2013/14 <p>Compliance with all Legislation and LG Act</p> <ul style="list-style-type: none"> Annual Compliance Return undertaken and submitted to March OCM – completed for 2013 <p>Delivery of Services as Sub-Regional Hub</p> <ul style="list-style-type: none"> Ongoing Shared Services <p>Website</p> <p>New design chosen. Should be live by the end of March 2014 (now 11 April 2014).</p> <p>Annual Customer Surveys</p> <ul style="list-style-type: none"> Process to be revisited by 30 June 14
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										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: 55%	Ongoing		CEO	836,083	852,000	869,000	886,000		2013/14 (\$508,806) Staff Required: 1 FTE Cost YTD: \$281,899 Recurrent Cost post 2017: \$903,000 Note: \$309,990 is set aside separately as a capital cost for the Old Town Hall upgrade
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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	<p>Projects (35):</p> <p>Projects on-track: 14 Projects monitored: 5 Projects off-track: 7 Projects deferred: 9 Percentage Completed: 63%</p> <p>Program Areas-Operating (4):</p> <p>Monitor 2 Off-track 2</p>	<p>Projects</p> <ul style="list-style-type: none"> Staff resourcing in terms of key roles is 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); 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) 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 	<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. 	

	<ul style="list-style-type: none"> ○ Engineering ○ Health and Building ● Succession planning/mentoring 	<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</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	
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>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>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> <p>The 2013/14 auditor’s report puts three ratios within acceptable limits and three that are borderline</p>	
Operational Risk Assessment	<p>Consists of three key elements:</p> <ul style="list-style-type: none"> ● Systems ● Processes ● Resources 	<p>A Corporate Risk Management Plan and Matrix is required for the Shire (This was not identified as a key system in the CBP although there is an operational risk assessment that forms part of the CBP. The operational risk assessment does not provide the list of risk parameters or appetite that can be used on an ongoing basis. This is a critical tool when making key decisions). Now a requirement under R.17 by 31 Dec 2014. Quote for shared development received from LGIS</p> <p>Document Management</p> <ul style="list-style-type: none"> ● Staff are in the process of setting up electronic records management. <p>Project Management</p> <ul style="list-style-type: none"> ● Not in place <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. 	

		<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); • It is highly unlikely that HR support and high level financial support will come from the MWRC; <p>Workforce Planning and Cost Modelling</p> <ul style="list-style-type: none"> • Performance management system required; • 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: <ul style="list-style-type: none"> ◦ 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 	<p>See Operational Risk Assessment</p>	

	<p>9. Rationalise asset base at every opportunity</p> <p>10. Continue to invest in regional processes that optimise Shire revenue base</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; • 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 	<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"> • 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 	

Legend

Off-track (0-49% completed)	
Monitor (50-69% completed)	
On-track (70 – 100% completed)	
Projects deferred	

Shires of;

Mingenew, Carnamah, Coorow, Morawa & Perenjori Risk Management Foundations Project Proposal

➤ April 2014

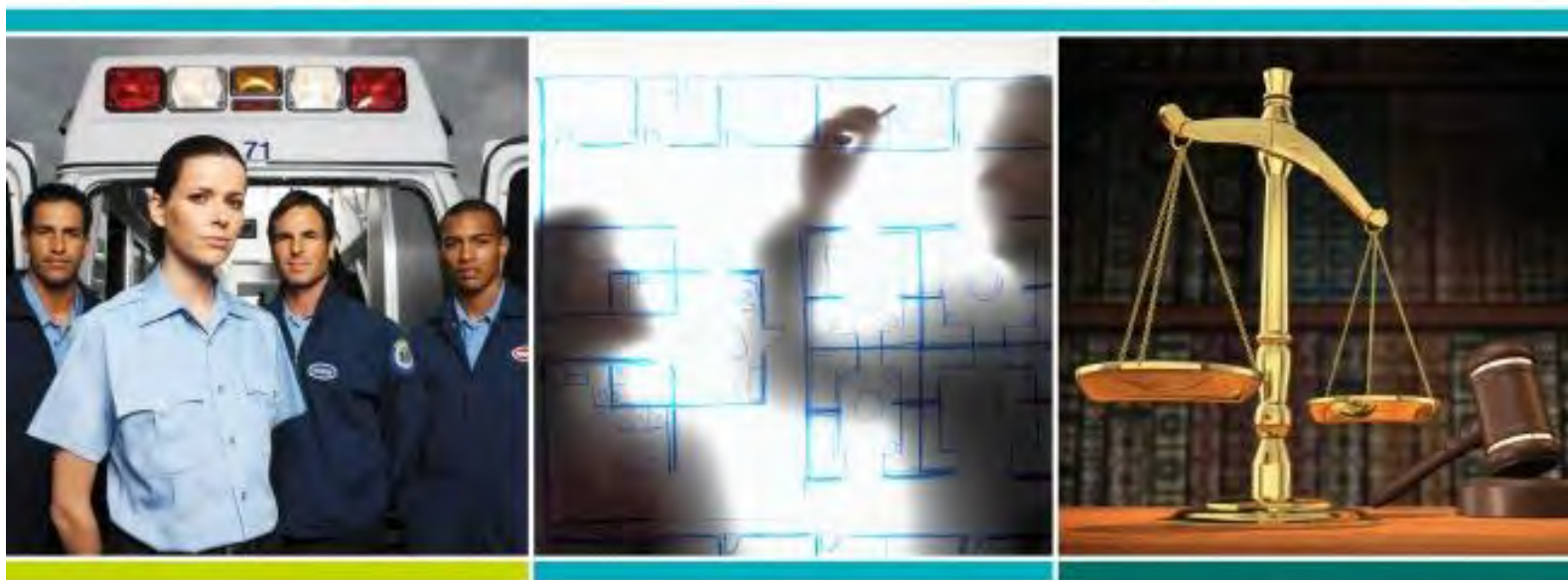


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Introduction

This document defines the scope, objectives, and overall approach for the proposed works to be completed. It is a critical element for initiating, planning, executing, controlling, and assessing the work scope. It should be the single point of reference on the works scope, plan and budget.

In addition, this proposal serves as a contract stating what will be delivered according to the agreed budget, time constraints, risks, resources and standards between LGIS Risk Management and the Shires of:

- Mingenew
- Carnamah
- Coorow
- Morawa
- Perenjori

Project Brief

Lauren Tunbridge, Research & Projects Officer (Shire of Irwin) has requested LGIS prepare a proposal to assist the abovementioned Shires' in developing their individual risk management capabilities with a view to enabling compliance with Local Government (Audit) Regulations in respect to regulation 17 (Risk Management Procedures).

The risk management maturity journey is expected to continue for the Shires' and the Local Government industry. Consequently this project based approach will take into consideration potential evolving requirements and developments in the risk management area.

To provide this flexibility this proposal focuses on the following components;

- Governance (Policy, Standards & Guidelines)
- Risk Data Validation (Risk Profiling)
- Risk Reporting (Monitoring & Review)

The outcomes of which will provide a platform for ongoing improvements and developmental changes in risk management to occur.

Similarly, engaging the Executive Teams, Senior Management and the Audit Committees throughout this journey will further improve capabilities and knowledge further ensuring each Audit Committee ratifies compliance with the audit regulation requirements.

The proposal and services are offered in good faith to support the Shires to achieve their desired level of risk management maturity and may be subject to further negotiation to ensure the best available service is provided that meets budget, timeframe and expectations.

Cost Summary

The cost of this proposal is \$29,280 (inc. GST).

This equates to \$5,856 per Shire (inc. GST)

Each Shire has funds available in their LGIS Members Experience Account which may be utilised for the payment (or part payment) of services.

All travel and accommodation related expenses will be absorbed by LGIS.

This discounted proposal is based on all five Shires agreeing to participate in the Project.

Work Scope

Phase 1 – Governance Framework			
Context	Formalise the Shires' Risk Management Framework.		
Approach	<ol style="list-style-type: none"> 1) Introduce Framework concepts; align standard components with individual Shire operations. 2) Workshop Framework with Shires' Executive representative and gain commitment. 		
Outputs	<table border="0"> <tr> <td style="vertical-align: top;"> <ol style="list-style-type: none"> 1) Risk Management Policy 2) Risk Management Guidelines (Procedures). Considerations for inclusion; <ol style="list-style-type: none"> a. Operating Model / Governance Structure b. Risk & Control Management </td> <td style="vertical-align: top;"> <ol style="list-style-type: none"> c. Reporting Requirements d. Key Indicators e. Control Assurance f. Incident Management g. Risk Acceptance </td> </tr> </table>	<ol style="list-style-type: none"> 1) Risk Management Policy 2) Risk Management Guidelines (Procedures). Considerations for inclusion; <ol style="list-style-type: none"> a. Operating Model / Governance Structure b. Risk & Control Management 	<ol style="list-style-type: none"> c. Reporting Requirements d. Key Indicators e. Control Assurance f. Incident Management g. Risk Acceptance
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Shire Resources	<p><u>Shire Executive Representative (CEO / DCEO recommended)</u></p> <ol style="list-style-type: none"> 1) Workshop (3hrs) in centralised location to introduce and customise LGIS Risk Management Framework Documentation specific to each Shire 2) Ongoing project support & requirement to ensure internal acceptance and approval of frameworks. 		

Phase 2 – Risk Data Validation

Context	Develop individual Shire “Risk Profiles”.
Approach	<ol style="list-style-type: none"> 1) Review Risk Themes definitions. 2) Workshop approach to profile Risk Themes. 3) Challenge, review and validate information.
Outputs	1) Individualised overarching Risk Profiles at Shire level.
Shire Resources	<p><u>Key Managers & Executive Team</u></p> <ol style="list-style-type: none"> 1) 5 x Workshops (3 hours per Shire – 2 workshops per day, over 3 consecutive days) to determine specific risk profiles based on materiality. <p><u>CEO</u></p> <ol style="list-style-type: none"> 1) Endorsement of Risk Profiles at Shire level.
Notes	<p>This is effectively the aggregation of risk data into a manageable levels based on current resourcing and maturity levels. It also ensures that the Executive drive and improve the risk awareness culture within the Shire.</p> <p>Risk Profiling at Shire Level, also allows Executive and Management to have an enterprise wide view of individual and common risks, which, in turn, will assist in the Integrated Planning process.</p> <p>This phase will also formalise the understanding and use of ‘materiality’ within the risk framework.</p>

Phase 3 – Risk Reporting

Context	Initiating and driving the Risk Management Framework requirements of Risk Reporting.
Approach	<ol style="list-style-type: none"> 1) Analyse outputs from previous phase (Risk Data Validation) 2) Create standard / base report templates for Executive review 3) Produce initial Risk Report for Executive.
Outputs	<ol style="list-style-type: none"> 1) Risk Report template 2) Initial Risk Report
Shire Resources	<p><u>CEO / DCEO</u></p> <ol style="list-style-type: none"> 1) Endorsement of Initial Risk Report and internal responsibility for ongoing actions.
Notes	<p>This phase will enhance risk based analytics and provide insight to Executive. It will also see the introduction of regular reporting and the governance framework around monitoring and review of risk profiles within each Shire.</p> <p>This will finalise the project and will enable the Shire to continue the recurring processes of Risk Management as detailed in ISO 31000:2009.</p>

Cost

Work Scope	Cost
Phase 1 – Governance Framework	\$9,516
Phase 2 – Risk Data Validation	\$19,398
Phase 3 – Risk Reporting	\$7,686
SUB TOTAL	\$36,600
LESS 20% LGIS MEMBER DISCOUNT	\$7,320
TOTAL DUE	\$29,280
<i>Allocation per Shire</i>	<i>\$5,856</i>

Expectations

Participating Shires

- Appoint a single Project Coordinator to liaise between LGIS and each Shire to determine scheduling arrangements.
- Nominate a dedicated contact for project liaison within each Shire (CEO / DCEO recommended)
- Agree on 4 consecutive days;
 - Day 1 – Central Location for initial Framework Phase Workshop (morning workshop).
 - Days 2 - 4 – Risk Data Validation Workshops to be held at each individual Shire.
- Provide relevant organisational information and documentation.
- Key internal stakeholders are identified and committed to the process.

LGIS

- Deliver work scope within agreed time, cost and quality.
- Regularly liaise with each Shire.
- Provide all documentation in MS Office 2010 and/or PDF format.

Terms & Conditions

<p>LGIS WA , Level 3, 170 Railway Parade, West Leederville, WA 6007 Ph: (08) 9483 8888. ABN 96 085 720 056</p>		
<p>Clients are requested to facilitate and increase efficiency of work by promptly:</p> <ul style="list-style-type: none"> I Providing written acceptance of a Proposal. II Providing all specifications, information, documentation and other particulars relating to the service or project. III Advising any change to timing, scope or reporting objectives. <p>Scope Unless otherwise agreed to in writing by LGIS the following terms and conditions will apply to the supply of all services.</p> <p>1. Scope of Works /Service The Services delivered will be in accordance with the Scope of Works on or attached to the Proposal. LGIS will not be liable for non-compliance with any other Scope of Works and the terms of the Scope of Works override any terms of any other document or purported agreement to the extent of any inconsistency.</p> <p>2. Scope of Works Changes Changes to the Scope of Works will be effected only by agreement in writing by LGIS. Any such changes may increase or decrease the price and extend or shorten the delivery period, as determined by LGIS in its sole discretion.</p> <p>3. Obligation A Proposal represents no obligation on LGIS's behalf until LGIS receives written acceptance of a proposal and signed terms and conditions.</p> <p>4. Taxes, Duties Etc. All prices quoted in an invoice or Proposal are in Australian dollars. All prices are exclusive of GST and any other taxes, or duties applicable unless specifically provided for and detailed.</p> <p>5. Cancellation Cancellation of Services can only be agreed by mutual consent and under the following terms. In the event of cancellation by the Client of the Services, LGIS will be entitled to payment of a standard cancellation fee of not less than 10% of the value of the contract cancelled, determined by LGIS by reference to all Fees and charges applicable to the Proposal.</p> <p>6. Payment Unless contrary terms for payment are agreed in writing, the Client will pay LGIS the Fee and any other charges relating to the provision of services provided by LGIS within 14 days of the date of issue of an invoice by LGIS. Notwithstanding the 14 day period referred to above, a Fee or charge the subject of an invoice by LGIS is due and payable by the Client on and from the date of issue by LGIS. If the Client fails to pay LGIS's Fee and charges on the due date, the Client must pay all legal costs and collection charges incurred in the recovery of the debts. If the Client fails to pay LGIS's Fee and charges on the due date LGIS may also charge the Client a commercial rate of interest on any amount owing.</p>	<p>7. Claims Subject to law, all claims by the Client must be made in writing to LGIS within 7 days of the delivery or provision of the Services. If no claim is received within 7 days of delivery or provision of the Services it will be deemed that the Client is satisfied with the Service in all respects.</p> <p>8. Instructions All instructions further to a Proposal must be in writing.</p> <p>9. Third Party Reports and Advice Unless otherwise agreed in writing by LGIS, LGIS expressly disclaims knowledge of the truth and accuracy of any report or advice provided by any third party and takes no responsibility, and accepts no liability for the use of, or reliance upon, any such report or advice.</p> <p>10. Confidentiality 10.1 "Confidential Information" means any information or data designated marked or determined as such by the Client or LGIS as the case may be and which is not in the public domain. Where there is doubt as to whether the information is in the public domain, it is to be treated as confidential. 10.2 LGIS acknowledges that there is certain Confidential Information which is and will be the sole and exclusive property of the Client, the confidentiality of which the Client wishes to protect ("the Client's Confidential Information"). 10.3 The Client acknowledges that there is certain Confidential Information which is and will be the sole and exclusive property of LGIS, the confidentiality of which LGIS wishes to protect ("LGIS's Confidential Information"). 10.4 LGIS and the Client shall: 10.4.1 Keep confidential each other's Confidential Information; 10.4.2 Not disclose that information to any person, except: 10.4.2.1 As required by law; 10.4.2.2 With the prior written consent of the owner of that information; 10.4.2.3 To the agents, employees or advisers in the proper performance of the party's responsibilities and duties under this Agreement; or 10.4.2.4 For the purpose of the party carrying out its obligations under this Agreement. 10.5 Neither party shall use each other's Confidential Information except for the benefit of the owner of that information or related entities of that owner. LGIS and the Client shall: 10.5.1 Maintain proper and secure custody of each other's Confidential Information; and 10.5.2 Use their best endeavours to prevent the use of disclosure of that information to third parties. 10.6 The obligations of each party under this Clause continue despite the termination or expiration of this Agreement.</p>	<p>11. Force Majeure LGIS will not be liable for any loss, damage or liability which the Client incurs nor for failure to provide the Services if LGIS's ability to perform its obligations under this agreement is adversely affected by war, strike, trade dispute, damage to plant or machinery, shortage of material or labour, or any cause reasonably beyond LGIS's control.</p> <p>12. Applicable Law The Proposal and any resulting contract will be governed by the law applicable in the State where the Proposal is issued by LGIS.</p> <p>13. Interpretation 13.1 In this Contract, including any schedule or annexure hereto, unless the contrary intention appears: 'Client' means the Company, partnership, sole trader, or other legal entity wishing to engage services of LGIS and named in the Proposal. 'Fee' means the amounts specified in an invoice issued by LGIS as payable by the client for the Services. 'Services' means consulting, training, software application and/or services as defined in the Proposal. 'Proposal' means a written proposal prepared by LGIS. 'Scope of Works' means the specification of goods or services. Service agreements to be supplied by LGIS pursuant to a Proposal. 13.2 A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders. 13.3 An expression importing the natural person includes any company, trust, partnership, joint venture, association, body corporate or public authority. 13.4 Any covenant, indemnity or agreement on the part of 2 or more persons shall be deemed to bind them jointly and each of them severally. 13.5 Headings have been inserted for guidance only and shall not be deemed to form any part of the contract. 13.6 In the interpretation of this Agreement, no rules of construction shall apply to the disadvantage of one party on the basis that that party put forward this Agreement. 13.7 Reference to writing shall include typing, email, telex, facsimile and all other means of reproducing words in a lasting visible form. References to notice shall mean notices in writing.</p> <p>Authorising officer: _____ Signature for Name (print) _____</p>
<p>Client: Participating Shires as detailed in the attached proposal</p>		<p>Project Name: Risk Management Foundations</p>
<p>Terms & Conditions V1 October 2010</p>		<p>Page 1 of 1</p>

Acceptance of Proposal



To: Mr James Sheridan
Manager, Organisational Risk Services
LGIS
Level 3, 170 Railway Parade
West Leederville, Perth WA
Email: james.sheridan@jlta.com.au

We, the Shires of;

- Mingenew
- Carnamah
- Coorow
- Morawa
- Perenjori

accept the proposal for the contracted "Risk Management Foundations" project, at a total cost of \$29,280 (Inclusive of GST).

This equates to \$5,856 (Inclusive of GST) per Shire.

Shire	Signature	Name	Use LGIS Members Experience Account (please indicate)
Mingenew			Y / N
Carnamah			Y / N
Coorow			Y / N
Morawa			Y / N
Perenjori			Y / N

Please remember to keep a copy of this form for your records



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ABN 96 085 720 056

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Tel 08 9483 8888
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CONTACT

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<i>Date of Meeting:</i>	15 May 2014
<i>Item No:</i>	7.2.6.2
<i>Subject:</i>	Reallocation of Mobile Blackspot Coverage Funding
<i>Date & Author:</i>	8 May 2014 Sean Fletcher
<i>Responsible Officer:</i>	Chief Executive Officer
<i>Applicant/Proponent:</i>	Chief Executive Officer Sean Fletcher
<i>File Number:</i>	ADM 0616
<i>Previous minute/s &</i>	
<i>Reference:</i>	Council Briefing Session 8 April 2014

SUMMARY

The purpose of this report is to seek Council's approval to request the re-allocation of the Mobile Blackspot Coverage Funding of \$1,000,000 allocated to the Shires of Mingenew, Morawa, Perenjori and Three Springs under the 2012/13 Country Local Government Fund Regional Component to the Upgrade of the Morawa Airport.

DECLARATION OF INTEREST

The author has no interest to declare in this report.

ATTACHMENTS

Letter of Support Shire of Mingenew
 Letter of Support Shire of Perenjori
 Email Confirmation of Support Shire of Three Springs

BACKGROUND INFORMATION

The Shire of Morawa in conjunction with the Shire's of Mingenew, Perenjori and Three Springs for a regional grouping for the purpose of the regional component of the Country Local Government Fund (CLGF). In this capacity, the four shires have combined to develop a joint expression of interest to seek funding for the installation of seven mobile towers across the four shires.

The process commenced when representatives of the four Shires met on 13th August 2012 in Mingenew, under a workshop structure, to consider and sign off on agreed regional projects for the 2012/13 financial period. As a result, it was agreed that the following projects be committed for 2012/13:

1. North Midlands Solar Thermal Power Project (Morawa as lead LG) - \$1M
2. Depot Hill Crossing Project (Mingenew as lead LG) - \$333,111

At the time, Council understood that the Country Local Government Fund (CLGF) was part of the State Government Royalties for Regions (R4R) Program. In particular, each country Local Government was notionally allocated an annual amount which was split 50% for local projects and 50% for regional projects.

In the case of the Shire of Morawa it had an aggregated total CLGF allocation for 2012/13 of \$717,156 which meant \$358,578 was set aside for local projects and \$358,578 set aside for a regional project. The Council had at that point already notionally allocated its local component for 2012/13 for upgrade works to the Morawa Swimming Pool.

The total CLGF regional pool available for allocation in 2012/13 for the four local governments was \$1,333,111, and had been constant for the previous three years.

Subsequently, Council resolved the following at the March 2013 meeting of Council:

Moved: Cr K P Stokes

Seconded: Cr G R North

- 1. The Shire of Morawa will consider further sourcing and funding towards the cost of a proposed three (3) Megawatt (MW) Solar Thermal Power Project in Morawa after:**
 - a. completion of The Department of Regional Development and Lands funded feasibility study;**
 - b. obtaining legal advice;**
 - c. conducting due diligence to the satisfaction of the Shire of Morawa;**
 - d. compliance with s 3.59 of the Local Government Act 1995, and regs 7 to 10 of the Local Government (Functions and General) Regulations 1996; and**
 - e. agreements being reached between the Shire of Morawa and the participants in the project about the appropriate legal structure, whether Special Purpose Proprietary Company or otherwise, for the project.**

CARRIED

6/0

In a further item to Council on 18 April 2013, the then Acting CEO sort a consideration from Council regarding the re-allocation of the regional component of the Country Local Government Fund Regional allocation for the 2012/2013 financial year (Solar Thermal Project fund allocation) being the regional contribution towards improving Mobile phone communications in the Shires of Three Springs, Mingenew, Perenjori and Morawa.

In particular, the Acting CEO (Mr Williams) commented:

- He had advised Anne Finlay at the MWDC of the Shire of Morawa's wished to defer the \$1 million put aside for the Solar Thermal Project for 2012/2013 as this project was awaiting the outcomes of the feasibility study due for completion on January 2014;
- Ms Finlay advised Mr Williams that it was up to the Shire of Morawa to work with the Shires of Mingenew, Perenjori and Three Springs to decide on a new priority/project and have the business case for this completed by May 2013.

- Cr Chappel as President of Morawa had telephone conversations with Cr Treloar, Cr King and Cr Bagley as Presidents of Three Springs, Perenjori and Mingenew. As a result of the telephone meeting, the following priorities for immediate and deliverable regional projects were identified.
 - Cr Treloar: Aged Care Units and Black Spot Mobile Coverage.
 - Cr King: Black Spot Mobile Coverage;
 - Cr Bagley: Black Spot Mobile Coverage; and
 - Cr Chappel: Black Spot Mobile Coverage.
- The meeting concluded that if all Councillors confirmed with Cr Chappel their support for the Black Spot Mobile Coverage project to become the project that replaces the Solar Thermal Project for the \$1million for the year 2012/2013 the Shire of Morawa will begin the initial process of building the business case required by May 2013:
 - The confirmation by email replaces a formal meeting to decide the priority.
 - All four Councils will be involved in the decision on where is best for new Mobile Towers and all four Councils will benefit.
 - Telstra will be engaged immediately to partner in this project.
- All four Council responded with the preferred option of Black Spot Mobile Coverage.
- Accordingly, an external consultant was engaged and liaised with Telstra and the Department of Regional Lands and Development to prepare business case for the funding to install the mobile phone towers in the region.

The Acting CEO concluded that further consideration was required to allocate future years funding towards adding an essential element into the overall North Midlands Solar Thermal Power Project if the feasibility study proves the project is viable. Accordingly, Council resolved:

Moved: Cr G R North
 Seconded: Cr D J Coaker

That the Morawa Shire Council supports the reallocation of the committed 2012/13 funding from the Country Local Government Fund Regional Component from:-

1. The North Midlands Solar Thermal Power Project (Morawa as lead LG) - \$1M to be reallocated to a region project between the Shires of Morawa, Mingenew, Three Springs and Perenjori to install mobile towers to improve mobile communication in the region.
2. Depot Hill Crossing Project (Mingenew as lead LG) - \$333,111 remains the same.

CARRIED 6/0

Further to the above resolution, Council was advised at a briefing session on 23 June 2013, that the estimated cost of providing the seven towers within the region was put at \$3.72m. As such the funding for this project would come from the Country Local Government Fund (CLGF) Regional Component (\$1M) the Mid West Development Commission Mid West Investment Plan and the individual shires.

In the case of the Shire of Morawa, the minimum contribution was set at \$125,000 with a separate cost component in addition to the cost of the project to connect the two Morawa tower locations being Merkanooka and Morawa East (The cost to do the connection was put into the 2013/14 Budget of \$250,000).

The Business Case seeking \$1M from the CLGF Regional Component was completed and sent to the Department of Regional Development by 31st May 2013.

At the Briefing Session on 23 July 2013, the then Acting CEO advised Council that it was important to note that the \$250,000 commitment to connect power to the two communication towers was to be drawn from the Futures Reserve Fund. The funds would only be called upon if both towers are included in the final approval conditions of the project.

In the interim, the Shire of Morawa continued with the lead on the project and assisted with the development of the expression of interest to the MWDC seeking the balance of funding in the order of \$2.2M.

The Department of Regional Development (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 the official announcement regarding the funding approval on 7 March 2014.

The author then advised DRD (Meegan Babe – Project Officer) on 6 March 2014 that the project commencement date and access to funding was subject to endorsement by the Mid-West Development Commission (MWDC) Board re Mid-West Investment Plan (MWIP) funding, which in turn was still subject to final approval by Cabinet.

The MWDC Board met on 28 February 2014 to discuss the project. The author asked for feedback on 6 March 2014 regarding the outcome of the meeting.

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:

- 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.

At the briefing sessions with councillors on 20 March 2014 the following was discussed:

- 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 matter re the MWDC and funding from the MWIP. The author also then provided supporting information to Mr Love;
- In response, councillors suggested that the \$1M CLGF – R was allocated to the Morawa Airport project. The Shire President indicated that the other shires will need to agree.

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.

At a meeting of the shire CEO's on 10 April 2014, the author advised that the Shire of Morawa is seeking the possibility of reallocating the \$1M CLGF – R funds to a Morawa project that is of regional benefit i.e. The Upgrade of the Morawa Airport. The CEOs responded that this was appropriate and that they would seek confirmation from their respective council's subject to the author providing further information on the scope of the project and letters of support from the mining companies in the region and the Royal Flying Doctor Service. The author subsequently provided this information.

As a result, the Shire has now received letters of support received from the Shires of Mingenew on 29 April 2014 and the Shire's of Perenjori on 7 May 2014. The author also received an email on 8 May 2014 confirming that the Shire of Three Springs supports

The author has also spoken further to DRD on this matter, who has advised that the approval process will include:

- A request to the Department of Regional Development in the first instance;
- Consideration by State Cabinet of the request to reallocate the \$1M funding.

Other Information

The CEO and Project Officer have 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.

Local MP Melissa Price (Commonwealth) advised that she invited local Chief Fire Control Officers to a meeting with Paul Fletcher (Parliamentary Secretary to the

Minister for Communications) on 2 April 2014 regarding the Commonwealth program. The author in response had the project officer forward her office the Shire's submission to this program to ensure Mr Fletcher also had this information available to him.

OFFICER'S COMMENT

In a detailed report to Council at the April meeting regarding a proposal to reallocate the Solar Thermal Feasibility Study funding identified the key reasons to support the upgrade of the Morawa Airport.

In line with this report, it is still the author's view that the \$1M funding should be allocated to the upgrading of the Morawa Airport for a number of reasons:

- Under the Corporate Business Plan, the upgrading of the airport priority is a high priority. Also, under the North Midlands Economic Development Strategy, the upgrading of the airport would appear to have greater significance;
- Further, the upgrading of the airport will mean that it can:
 - Accommodate all of the access requirements regarding the Royal Flying Doctor Service;
 - Serve as an alternate landing site for the mining industry in the area. The Shire President and CEO had met previously with Karara Mining Ltd representatives on 9 January 2014 who confirmed that although it did not have plans to use the Morawa Airport permanently, Karara would still need access to it from time to time and also in cases of an emergency. (Note: Karara did say that in three years time, if the same problems did occur with its airstrip, it would weigh up its options re the possible ongoing use of the Morawa Airport);
 - Allow access to water bombers and other aircraft involved in the fighting of bushfires;
 - Other uses including increased recreational flying, the possibility of recreational flight training, "airpark" type accommodation and even form part of the Shire's heritage;

With regard to the Draft Western Australian State Aviation Strategy, the current proposals include the Government taking steps to:

- Directly engage with Perth Airport and major regional airports in relation to forecasts of aviation activity, particularly in relation to master planning;
- Assist in the timely development of infrastructure at Perth airport including a new parallel runway ("the third runway");
- Improve infrastructure planning and development at local government owned regional airports;
- Encourage private sector investment in, and management of, regional airports to improve their effectiveness and efficiency;
- Foster the development of tourism through improved aviation services; and
- Encourage competition on intrastate air routes and seek to reduce the high cost of intrastate airfares.

As such, the completion of the strategy is due for completion shortly. A key part of the process was the review of the Regional Airports Development Scheme (RADS). As such the RADS priority will now be given to aviation related infrastructure that

provides clearly defined community benefits and where the project is not capable of being funded through other means.

COMMUNITY CONSULTATION

Nil

COUNCILLOR CONSULTATION

Council Briefing Session 8 April 2014.

STATUTORY ENVIRONMENT

Nil

POLICY IMPLICATIONS

Not Applicable

FINANCIAL IMPLICATIONS

Mobile Phone Tower Project - Morawa

- Merkanooka (\$680,000):
 - \$ 62,500 Shire Municipal Fund
 - \$ 83,333 CLGF- Regional Component
 - \$534,167 MWIP
- Morawa East High (\$942,000):
 - \$62,500 Shire Municipal Fund
 - \$500,000 CLGF – Regional Component
 - \$379,500 MWIP

The above shows that without the MWIP funds of \$913,667 and \$250,000 for the power connection the Shire is not in the position to continue with the installation of the two towers on its own.

Upgrading of Morawa Airport

The works identified regarding the upgrading of the Morawa Airport include:

- Sealing of the runway and apron;
- Lighting;
- Improving the “terminal” building; and
- Other works (e.g. airpark, water bomber suitability, museum) subject to the completion of the Airport Master Plan.

The expected costs of these works (excluding the other works component) are between \$1.8M and \$2.4M based on advice received from Greenfield Technical Services and Airport Management Services.

Funding opportunities include:

MWIP: \$ 900,000

SuperTowns' Reallocaton: \$ 500,000 (Solar Thermal Feasibility Study Funding)

CLGF Regional Component: \$1,000,000

Note: The above shows that it is possible to achieve the upgrading of the Morawa Airport with the re-allocation of the solar thermal project feasibility funding and the CLGF Regional Component. The Shire is also able to apply to the Regional Airport Development Scheme (RADS) for other funding that may be required on a 50/50 basis.

The ongoing cost would be subject to the requirements of the Shire's Asset Management Plan in terms of whole of life costs and affordability.

STRATEGIC IMPLICATIONS

Not Applicable

RISK MANAGEMENT

Not Applicable

VOTING REQUIREMENT:

Simple Majority

OFFICER'S RECOMMENDATION

Council authorises the Chief Executive Officer to:

1. Write to the Director General of the Department of Regional Development requesting the reallocation of the 2012/13 Country Local Government Fund Regional component of funding of \$1,000,000 for the Shires of Mingenew, Morawa, Perenjori and Three Springs from the Mobile Blackspot Coverage Project to the Upgrade of the Morawa Airport Project including the justification for doing so:
 - a. The upgrade of the Morawa Airport is a high priority project under the Corporate Business Plan 2012 – 2014 and other key plans for the economic development of the Mid West Region;
 - b. The level of aviation infrastructure required will provide clearly defined community benefits to Morawa and others in the region (e.g. better access to the RFDS, water access point for water bombers); and
 - c. That this request to reallocate the \$1M in funding is supported by the Shires of Mingenew, Perenjori and Three Springs.
2. Keep the Shires of Mingenew, Perenjori and Three Springs apprised of the request to reallocate the \$1M in funding.



SHIRE OF MINGENEW

Victoria Street
PO Box 120
MINGENEW WA 6522
Telephone: (08) 9928 1102
Facsimile: (08) 9928 1128
Email: ceo@mingenew.wa.gov.au

Cr. Karen Chappel
Shire President
Shire of Morawa
PO Box 14
MORAWA WA 6523



Your ref:

Our ref:

Dear President Chappel

MORAWA AIRFIELD – PROPOSED UPGRADE

The Shire of Mingenew Council is aware that the proposed upgrade to the Morawa Airfield will have minimal direct benefit for Mingenew. However, this Shire has agreed to fully support the project as the overall benefit to the North Midlands region will be that the upgraded Airfield would allow a greater range of aircraft access to the region.

Council also fully supports the transfer of available funds from the Royalties for Regions 2012/2013 Regional Funds, which are currently planned to be used for an upgrade to the North Midlands regional mobile phone service, to be used towards the Airfield upgrade.

It appears that funding difficulties will prevent the regional mobile phone service upgrade from being commenced for a considerable length of time and the proposed upgrade to the Airfield will be able to commence in the foreseeable future should the R4R funding be made available for the Airfield project.

Yours sincerely

Mike Sully
Chief Executive Officer

24 April 2014



Shire of
Perenjori
Embrace Opportunity



Sean Fletcher
Shire of Morawa
PO Box 14
Morawa WA 6623

05 May 2014

Dear Sean,

RE: REGIONAL AIRPORT DEVELOPMENT SCHEME (RADS)

The Shire of Perenjori is pleased to provide this letter of support; on the 17th April 2014 the Shire of Perenjori's Council endorsed the following recommendation;

COUNCIL RECOMMENDATION – ITEM 14048.5

Moved: Cr L Butler

Seconded: Cr P Waterhouse

That Council supports the Shire of Morawa variation request to the MWDC for the allocation of \$1 million of the 2012/13 CLGF Regional funds for the upgrading of the Morawa air strip.

Carried: 5/2

Should you have any queries regarding this matter, please do not hesitate to contact me.

Kind Regards

Ali Mills
Chief Executive Officer

CEO Morawa

From: Alana Trew <dceo@threesprings.wa.gov.au>
Sent: Thursday, 8 May 2014 11:49 AM
To: CEO Morawa
Cc: Sylvia Yandle
Subject: Morawa Airport - Council Resolution 140409

Hi Sean,

I hope you are well - Sylvia is out of the office today but just remembered that she hadn't made contact with you regarding the Airport.

She has asked me to please relay the following council resolution to you -

140409 COUNCIL RESOLUTION – ITEM 9.2.4

MOVED: Cr R.J Thorpe
SECONDED: Cr G.W Turley

That the Shire of Three Springs:-

Supports the reallocation of the committed \$1m 2012/13 funding of the Country Local Government Fund Regional Component from Installation Mobile Phone Towers to Shire of Morawa's request to Upgrade Morawa Airport;

CARRIED
Voted: 5/0

Please don't hesitate to contact either myself or Sylvia should you require further information.

Thank you,
Alana.

Alana Trew
Deputy CEO
Shire of Three Springs
Phone: 9954 1001
Fax: 9954 1183
Email: dceo@threesprings.wa.gov.au
Website: www.threesprings.wa.gov.au

- 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 19th June 2014