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#### SHIRE OF MINGENEW

## MINUTES FOR ORDINARY MEETING OF COUNCIL HELD IN COUNCIL 16 November 2016 COMMENCING AT 4.30pm

#### 1.0 DECLARATION OF OPENING/ANNOUNCEMENT OF VISITORS

The President, Cr Bagley, declared the meeting open at 4.30pm and welcomed all in attendance.

2.0 ATTENDANCE

MA Bagley	President	Rural Ward
HM Newton	Councillor	Town Ward
GJ Cosgrove	Councillor	Rural Ward
MP Pearce	Councillor	Town Ward
KL Criddle	Councillor	Rural Ward

**STAFF** 

MG Whitely Chief Executive Officer

NS Jane Deputy Chief Executive Officer

**APOLOGIES** 

LM Eardley Councillor Town Ward

**LEAVE OF ABSENCE** 

CR Lucken Councillor Town Ward

- 3.0 RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE
- 4.0 PUBLIC QUESTION TIME / PETITIONS / DEPUTATIONS / PRESENTATIONS / SUBMISSIONS

Nil

5.0 APPLICATIONS FOR LEAVE OF ABSENCE

Nil.

6.0 DECLARATIONS OF INTEREST

Nil.

#### 7.0 CONFIRMATION OF PREVIOUS MEETING MINUTES

7.1 ORDINARY MEETING HELD 19 OCTOBER 2016.

COUNCIL DECISION – ITEM 7.1

**Moved Cr Cosgrove** 

**Seconded Cr Newton** 

That the minutes of the ordinary meeting of the Shire of Mingenew held in the Council Chambers on 19<sup>th</sup> October 2016 be confirmed.

CARRIED: 5/0

8.0 ANNOUNCEMENTS BY PRESIDING PERSON WITHOUT DISCUSSION

Nil

9.0 OFFICERS REPORTS

#### 9.1 CHIEF EXECUTIVE OFFICER

#### 9.1.1 BROOKFIELD RAIL INTERFACE AGREEMENT

Location/Address: Shire of Mingenew Name of Applicant: Shire of Mingenew

Disclosure of Interest: Nil

File Reference: ADM0345

Date: 8 November 2016

**Author:** Martin Whitely, Chief Executive Officer

#### **Summary**

This report recommends the review and adoption of the Brookfield Rail Interface Agreement Version 2.3.

#### **Attachment**

Brookfield Interface Agreement Version 2.3 & Tabled Amendments

#### **Background**

Discussions with Brookfield Rail on the interface agreement date back to June 2014. WALGA have been negotiating with Brookfield Rail since that time on behalf on local governments to address a number of issues that were raised by individual local governments at the time. Just over 75% of the 80 Brookfield Rail interface agreements with local governments have now been signed.

#### Comment

Interface Agreement version 2.3 provided by Brookfield Rail seeks to address the concerns raised by Local Governments regarding versions 2.0 and 2.1. Please note that version 2.2 was not released to Local Governments by Brookfield Rail as it was created only by deleting references to the repealed governing legislation (*Rail Safety Act 2010*) and replacing them with references to the new governing legislation (*Rail Safety National Law (WA) Act 2015*).

To assist in your consideration, also attached is a comparison table (compiled by WALGA) comparing the differences between versions 2.1 and 2.3 outlining some aspects of difference between versions 2.1 and 2.3. These include;

Row 2: The term "Non-Operational Line" is replaced with the terms "Disused (Non-

operational) Line" and "Dormant (Non-Operational) Line".

Rationale: To align the terms used in the Interface Agreement with a Main Roads WA policy

under development that will define the difference status of individual crossings on

all parts of the rail network.

Row 4: Inclusion of a reference to section 3.25 of the *Local Government Act* 1995

Rationale: Identifies the section of the *Local Government Act* 1995 a Local Government can

rely on when the requisite sight distance of drivers approaching a level crossing

on a local road is adversely affected by vegetation on private property.

Row 7: Inclusion of the sentence "Works within the Danger Zone are generally undertaken

by the Rail Infrastructure Manager due to the rail safety risks associated with

#### MINGENEW SHIRE COUNCIL ORDINARY MEETING MINUTES - 16 November 2016

works within the Danger Zone however subject to the necessary approvals from the Rail Infrastructure Manager works may be undertaken by the Road Manager."

Rationale:

Enables a Local Government to undertake some works (e.g. pothole repair) on a local road within the Danger Zone providing Brookfield Rail provides the necessary approvals.

Row 7:

The sentence regarding agreed prior approval for works by Brookfield Rail on a local road within the Danger Zone is amended to "Accordingly, unless otherwise agreed and subject to prior <u>written</u> agreement between <u>and as required by</u> the parties, the following activities are carried out by the Rail Infrastructure Manager at the cost of either the Local Government or MRWA as indicated in brackets below..." (underline added)

Rationale:

An agreement between a Local Government and Brookfield Rail for Brookfield Rail to conduct works on a local road in the Danger Zone is now subject to written agreement (not verbal agreement) and can be in the form of a letter, email, works invoice, works order, etc.

Row 10:

The sentence "The Road Manager shall conduct regular safety audits to ensure the safety performance of the approach roads to an Interface..." amended to "The Road Manager shall conduct regular <u>Inspections</u> to ensure the safety performance of the approach roads to an Interface..." (underline added)

Rationale:

To avoid a Local Government thinking it is obliged to conduct or have conducted a formal road safety audit of approach roads to level crossings within their boundaries. Inspections of the safety performance of a road in accordance with a Local Government's road inspection and maintenance regime will suffice to meet requirements of the Agreement.

Two of the major concerns raised by local governments when the Brookfield Rail Interface Agreement was first tabled were over the ambiguity on the processes in clearing danger zones and conducting safety audits and lack of local government control in these areas. This now seems to be addressed to a reasonable level of satisfaction in rows 7 and 10.

A letter from the Office of the National Rail Safety Regulator states that "Non-operational lines although not currently in use still require an assessment of risk to be conducted and an agreement to be in place." The letter continues "The agreement should identify that there is no current risk to safety and in the event the line becomes operational or changes status in the future then a further assessment of risk will be conducted."

The stance by the Regulator is based on the wording on the governing legislation [section 107(2) *Rail Safety National Law (WA) Act 2015*] which provides no discretion:

- (2) The road manager of a public road must
  - (a) identify and assess, so far as is reasonably practicable, risks to safety that may arise from the <u>existence</u> or use <u>of any rail or road crossing</u> that is part of the road infrastructure of the road because of, or partly because of —
    - (i) the existence of road infrastructure of a prescribed public road; or
    - (ii) the <u>existence</u> or use <u>of any rail or road crossing</u> that is part of the road infrastructure of a public road:

and

(b) determine measures to manage, so far as is reasonably practicable, those risks; and

(c) for the purpose of managing those risks — seek to enter into an interface agreement with the rail infrastructure manager of the rail infrastructure.

Wording to the above that has been underlined has been added.

#### Rail lines where no hard rail infrastructure exists

Email advice from the Office of the National Rail Safety Regulator dated 4 August 2016 advised that for (Tier 3) rail lines where no "hard" rail infrastructure exists, is not under care or maintenance, and where there are no plans to return infrastructure to the rail corridor (and) carries no interface risks as such, a statement (in the form of a letter) signed by the Rail Infrastructure Manager and Road Manager confirming this absence of interface risk should be produced and submitted to the Regulator.

As such WALGA is willing to work with Local Governments that have crossings where no hard rail infrastructure exists to draft a letter that suits the requirements of the legislation.

#### Consultation

Mal Shervill, WALGA Duncan Gray, CBH

#### **Statutory Environment**

Rail Safety National Law (WA) Act 2015

#### **Policy Implications**

Nil

#### **Financial Implications**

There are potential future costs associated with clearing danger zones and conducting safety audits.

#### Strategic Implications

Community Strategic Plan

Outcome 4.2.2 - To be strong advocates representing the Shire's interests.

#### **Voting Requirements**

Simple Majority

#### **OFFICER RECOMMENDATION – ITEM 9.1.1**

#### **That Council:**

- 1. Endorse the Brookfield Rail Interface Agreement 2.3, and
- 2. Provide advice to WALGA to proceed with negotiations with the Office of the National Rail Safety Regulator to sign the Interface Agreement as required by the legislation.

#### **COUNCIL DECISION – ITEM 9.1.1**

#### **Moved Cr Cosgrove**

#### **Seconded Cr Criddle**

#### That Council;

- 1. Endorse the Brookfield Rail Interface Agreement 2.3, and
- 2. Provide advice to WALGA to proceed with negotiations with the Office of the National Rail Safety Regulator to sign the Interface Agreement as required by the legislation.

CARRIED 5/0

## Differences between Interface Agreement versions 2.1 and 2.3 (Local Government - Brookfield Rail - Main Roads WA)

Please Note: Interface Agreement version 2.2 was created by replacing the repealed legislation (*Rail Safety Act 2010*) with the new legislation (*Rail Safety National Law (WA) Act 2015*) only. Version 2.2 was not distributed by Brookfield Rail.

	Interface Agreement version 2.1		Interface Agreement version 2.3		
Row No	Page No	Previous Content	Page No	New content or amended content	
1			Page 5	Addition (new definition) The term "Act" is defined	
2	Page 6	Definition of "Non-Operational Line" replaced	Page 6	Addition (new definition) The term "Disused (Non-Operational) Line" is defined The term "Dormant (Non-Operational) Line" is defined	
3			Page 6	Addition (new definition) The term "Inspection" is defined	
4			Page 9	Addition (Note: this legislative reference relates to the second dot point under the heading "Road Manager – Local Government" on page 10)  Local Government Act 1995 Notices requiring certain things to be done by the owner or occupier of land Section 3.25 of the Local Government Act 1995 empowers a Local Government to give a person who is the owner or, unless Schedule 3.1 indicates otherwise, the occupier of land a notice in writing relating to the land requiring the person to do anything specified in the notice that is prescribed in Schedule 3.1, Division 1.	
5	Page 9	Rail Safety Act 2010 (WA) Safety management system  In accordance with section 59 of the Rail Safety Act 2010 (WA), BR, as an accredited Railway Infrastructure Manager has in place a safety management system in respect of its railway operations. As part of this safety management system it is a requirement that all persons accessing and/or working within the rail corridor must hold a Track Access Permit.	Page 9	Amendment  Rail Safety National Law (WA) Act 2015 Rail Safety National Law (WA) Regulations 2015 Rail Safety National Law (WA) (Alcohol and Drug Testing) Regulations 2015 Safety management system  BR is an accredited rail transport operator under the Act and as such has statutory obligations under the Act and Regulations, including responsibility for ensuring the compliance of all rail related works on corridor land with the Act and Regulations. BR's activities are regulated by the Office of the National Rail Safety Regulator. In accordance with clause 99 of the Act, BR has in place a safety management system in respect of its railway operations. It is a requirement of that safety management system that, where necessary, persons carrying out rail safety work on corridor land are required to hold a Track Access Permit.	
6	Page 9	Second dot point under heading "Road Manager - Local	Page	Amendment (in red)	

		<ul> <li>Government":</li> <li>Arrange, undertake and maintain any vegetation clearing and/or removal of other physical obstructions on Roads to provide requisite driver visibility sightlines on the approaches to Level Crossings (including any approach made to, or negotiation required with, private property owners).</li> </ul>	10	Second dot point under heading "Road Manager – Local Government":  Arrange, undertake and maintain any vegetation clearing and/or removal of other physical obstructions on Roads to provide requisite driver visibility sightlines on the approaches to Level Crossings (including any negotiations with private property owners if required).
7	Page 10	Fourth paragraph under the heading "Rail Infrastructure Manager":  Only accredited personnel holding a Track Access Permit are permitted to work within the rail corridor or within the Danger Zone (see diagram annexed as Appendix B). Accordingly, unless otherwise agreed and subject to prior agreement between the parties, the following activities are carried out by the Rail Infrastructure Manager at the cost of either the Local Government or MRWA as indicated in brackets below:	Page 10	Amendment and addition (in red) Fourth paragraph under the heading "Rail Infrastructure Manager":  Only accredited personnel holding a Track Access Permit are permitted to work within the rail corridor or within the Danger Zone (see diagram annexed as Appendix B). Works within the Danger Zone are generally undertaken by the Rail Infrastructure Manager due to the rail safety risks associated with works within the Danger Zone however subject to the necessary approvals from the Rail Infrastructure Manager works may be undertaken by the Road Manager. Accordingly, unless otherwise agreed and subject to prior written agreement between and as required by the parties, the following activities are carried out by the Rail Infrastructure Manager at the cost of either the Local
8			Page 11	Government or MRWA as indicated in brackets below:  Addition  Second dot point on page 11:  Crossing Control Upgrades – Installation of flashing lights, boom barriers, warning balls and advanced warning sign control devices (MRWA in
9	Page 12	8.7 Copies of BR's Westplan (State Emergency Management Plan for BR Emergencies) - are available on BR's Website: www.brookfieldrail.com and at the State Emergency Management Committee Website: www.semc.wa.gov.au	Page 13	accordance with MRWA's renewal and upgrade programme)  Amendment 8.7 BR's Westplan (State Emergency Management Plan for BR Emergencies) is available on BR's website (www.brookfieldrail.com) and at the State Emergency Committee website (www.semc.wa.gov.au)
10	Page 15	13.5 Safety Auditing Compliance (b) The Road Manager shall conduct regular safety audits to ensure the safety performance of the approach roads to an Interface are assessed as part of maintenance responsibilities in the context of the local road network.	Page 15	Amendment (in red) 13.5 Safety Auditing Compliance (b) The Road Manager shall conduct regular Inspections to ensure the safety performance of the approach roads to an Interface are assessed as part of maintenance responsibilities in the context of the Local Government's road network.
11	Page 16	15.3 Within a reasonable period of receipt of a dispute notice, senior officers of each party shall meet or communicate to resolve the dispute	Page 16	Amendment (in red) 15.3 Within 14 days, or as otherwise agreed by the parties, of receipt of a dispute notice, senior officers of each party shall meet or communicate to resolve the dispute.
12				Amendment The narrative for "Appendix B – Areas of Demarcation" diagram is amended.
13				Amendment The list of reference documents in Appendix C diagram is amended.

## **Interface Agreement**

Rail Safety National Law (WA) Act 2015

# Public Road and Rail Crossing At Grade Interfaces

#### **BETWEEN**

Brookfield Rail Pty Ltd

**AND** 

The Shire/City of XXXXX

AND

The Commissioner of Main Roads/

Main Roads Western Australia

xx/08/2016

## **DOCUMENT CONTROL**

Version	Date	Amended By	Details of Amendment
1.0	xx/xx/2013	Not Applicable	Original Issue
2.0	20/01/2014	Brookfield Rail	General revision. Responsibilities clarified.  Background information added. Demarcation diagram revised. Reformatted.
2.1	xx/04/2014	Brookfield Rail	Insertion of definition for Non-Operational Line. Amendment to the clauses 1.4, 5.2 & 13.5. Insertion of additional clause as 9.4 and consequential numbering amendments.
2.2	xx/04/2016	Brookfield Rail	Amended to incorporate changes to legislation
2.3	xx/07/2016	Brookfield Rail	General revision. Further clarifications added to clause 5.

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#### INTERFACE AGREEMENT

#### Between the parties

BR Brookfield Rail Pty Ltd

ABN 42 094 721 301

of 2-10 Adams Drive, Welshpool, Western Australia 6106

Shire/City Shire/City of XXXXX

ABN <mark>XXXXX</mark>

of XXXXX

MRWA Commissioner of Main Roads/Main Roads Western Australia

ABN 50 860 676 021

of Waterloo Crescent, East Perth, Western Australia 6004

Background

- 1. Brookfield Rail Pty Ltd (BR) is the Rail Infrastructure Manager for the freight rail network in the southern part of Western Australia and is accredited for this purpose pursuant to Schedule Part 3 Division 4 of the Act.
- The Shire/City of XXXX is the local government body having charge of the roads and streets in its district and as such is the Road Manager of the local Public Roads (defined as secondary roads for the purposes of the Main Roads Act 1930) within its district.
- 3. The Commissioner of Main Roads has charge of main roads and highways (as defined in the Main Roads Act 1930) in Western Australia and as such is the Road Manager of main roads and highways. The Commissioner of Main Roads also has certain powers under the Road Traffic Code 2000 with respect to the erection of traffic control signals and road signs (includes road markings), and additionally has agreements in place with local governments for certain maintenance aspects referred to in this Agreement.
- 4. Clause 107 of the Act requires the Road Managers of Public Roads and Rail Infrastructure Managers to identify and assess risks to safety associated with road and rail interfaces and to seek to enter into an Interface Agreement for the purpose of managing those risks.
- 5. This Agreement comprises the Interface Agreement between the parties.

The parties agree as follows:

#### 1. PURPOSE

- 1.1 Public Road Managers and Rail Infrastructure Managers are required under clause 107 of the Act to identify and assess risks to safety associated with road and rail interfaces and to seek to enter into an Interface Agreement for the purpose of managing those risks.
- 1.2 The parties to this Interface Agreement recognise the need for an open and collaborative approach to identify, assess and manage risks to safety associated with road and rail interfaces, and commit to fully co-operate in all aspects of that need.

#### 1.3 This Agreement:

- (a) Provides a framework within which the parties commit to co-operatively manage the identified safety risks;
- (b) Sets out and describes the responsibilities of the respective parties to this Agreement relating to the Interfaces specified in Schedule 1; and
- (c) Provides the mechanism to jointly manage risks for the safe operation of rail and road movements at the Interfaces specified in Schedule 1.
- 1.4 This Agreement primarily relates to the responsibilities of each party in managing the safety risks at the Interfaces identified in Schedule 1 of this Agreement as amended from time to time. It is not intended to address cost, or cost distribution of compliance. To the extent that any cost is referred to in this Agreement, it is for general guidance only. Existing agreements relating to liability for cost remain unchanged.
- 1.5 This Agreement relates to At Grade Crossing Interfaces only. Where a grade separated Interface exists (i.e. where a Road or Footpath crosses over or passes under any railway by means of a bridge, overpass, tunnel or subway), this will be dealt with by a separate Interface Agreement.
- 1.6 This Agreement relates to Public Roads only. Where an Interface exists with a road other than a Public Road, a separate Interface Agreement may be entered into with the Road Manager of that private road under clause 108 of the Act.

#### 2. **DEFINITIONS**

The meanings of the terms used in this Agreement are set out below:

Term	Meaning
Act	Rail Safety National Law (WA) Act 2015 (as amended from time to time).
Agreement	This document including any schedules and annexures.
ALCAM	Australian Level Crossing Assessment Model – a tool used in the risk assessment of a Level Crossing.
At Grade Crossing	Where a Road or Footpath crosses a rail line at the same level.

Carriageway

The trafficable surface of a Road, ordinarily used for vehicular

traffic.

**Corrective Action Report** 

A report or similar that details specific actions designed to reinstate or maintain safety at a crossing and which identifies

the entity responsible for the actions.

**Danger Zone** 

The area encompassing the rail lines and extending 3 metres horizontally either side from the outer rails, including any distance above or below this area.

**Disused (Non-Operational) Line** 

A railway line with rail infrastructure that remains in place which under current network operations no rail traffic is expected but which may carry machines, vehicles and equipment for minimal railway maintenance and/or inspection.

**Dormant (Non-Operational) Line** A railway line with rail infrastructure that remains in place which under current network operations does not carry routine freight or passenger rail traffic but which does regularly carry machines, vehicles and equipment for railway maintenance and/or inspection.

**Footpath** 

An area that is open to the public that is designated for, or has as one of its main uses, use by pedestrians. This includes, but is not limited to, a shared path, dual use path and bicycle path.

Incident

An occurrence at or affecting an Interface, which has the potential to adversely impact or has resulted in an adverse impact to the safety of persons or infrastructure or Road or train operations.

Inspection

An inspection carried out by a party based on their responsibility towards the Interface, as deemed appropriate by the party and in accordance with their processes or procedures.

Interface

The location where a rail line intersects or interacts with a Road or Footpath. For the purposes of this Agreement, this includes Level Crossings, Pedestrian Crossings and Mid-block Crossings.

**Interface Agreement** 

An agreement in writing about managing risks to safety identified and assessed under Schedule Part 3 Division 6 Subdivision 2 of the Act that includes provisions for -

- implementing and maintaining measures to manage (a) those risks; and
- the evaluation, testing and, where appropriate, revision (b) of those measures; and
- the respective roles and responsibilities of each party to (c) the agreement in relation to those measures; and
- procedures by which each party to the agreement will (d) monitor compliance with the obligations under the agreement; and

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(e) a process for keeping the agreement under review and its revision.

#### **Level Crossing**

An area where a Road and a railway meet at substantially the same level, whether or not there is a "level crossing" sign on the road at all or any of the entrances to the area.

#### **Mid-block Crossing**

An area where a Footpath crosses a railway not adjacent to a Level Crossing that includes a Carriageway.

#### **Pedestrian Crossing**

An area where a Footpath crosses a railway adjacent to a Level Crossing that includes a Carriageway.

#### **Public Road**

A Road as defined below.

#### **Rail Infrastructure**

The facilities that are necessary to enable a railway to operate safely and includes, but is not limited to -

- railway tracks, and associated track structures; or (a)
- (b) service roads, signalling systems, communication systems, rolling stock control systems and data management systems; or
- (c) notices and signs; or
- electrical power supply and electric traction systems; or (d)
- associated buildings, workshops, depots and yards. (e)

Rail Infrastructure Manager In relation to rail infrastructure of a railway, means the person who has effective management and control of the rail infrastructure, whether or not the person -

- owns the rail infrastructure: or (a)
- has a statutory or contractual right to use the rail (b) infrastructure or to control, or provide, access to it.

#### Road

Any highway, road or street open to, or used by, the public and includes every carriageway, footway, reservation, median strip and traffic island thereon.

#### Road Infrastructure

- the infrastructure which forms part of a road, footpath or (a) shoulder, including
  - structures forming part of the road, footpath or shoulder; or
  - (ii) materials from which a road, footpath or shoulder is
- the road-related infrastructure including infrastructure (b) which is installed or constructed to -
  - (i) facilitate the operation or use of the road or footpath;
  - (ii) support or protect the road or footpath;
- all bridges, viaducts, tunnels, culverts, grids, approaches (c) and other things appurtenant to the road or footpath or used in connection with the road or footpath.

#### **Road Manager**

In relation to a Public Road means a Local Government or the Commissioner of Main Roads. For the purposes of this Agreement, the Road Manager means that party identified as the Road Manager of each Interface set out in Schedule 1.

#### 3. SCOPE OF THE AGREEMENT

3.1 This Agreement applies to the management of risks at the Interfaces specified in Schedule 1 and includes provision for the requirements of clause 107 of the Act

#### 4. TERM OF INTERFACE AGREEMENT

- 4.1 This Agreement will commence on the date of execution by the last party.
- 4.2 This Agreement will be reviewed by the parties upon the earlier of:
  - (a) a change in circumstance occurring in relation to any of the Interfaces specified in Schedule 1; or
  - (b) the 5 year anniversary of the date of commencement of this Agreement,

and in any event will be subject to ongoing review at least once every 5 years.

#### 5. RESPONSIBILITIES OF PARTIES

#### 5.1 Primary sources of responsibility

In addition to the Act, the parties to this Agreement have responsibilities for Interfaces which are derived from various sources and which include:

#### Railway Crossing Protection in Western Australia – Policy and Guidelines

This document (prepared by Main Roads WA) outlines the level of control required at all railway Level Crossings in Western Australia.

#### Public Works Act 1902 (WA)

Maintenance of public roads at railway crossings and near railway stations

Section 103(1) of the *Public Works Act 1902* provides that where a road or street crosses a railway on the level, the local authority having charge of the roads or streets in the district shall maintain the road and crossing on the railway, and for a distance on each side of 10 metres outside the railway.

## Road Traffic Code 2000 (WA) Power to erect traffic-control signals and road signs

Regulation 297(1) of the *Road Traffic Code 2000 (WA)* empowers the Commissioner of Main Roads to *erect*, *establish or display*, *and alter or take down any road sign*, *road marking or traffic control signal* on a Public Road.

In the context of a Level Crossing, this includes approval for the level of control of:

- the regulatory GIVE WAY and STOP signs at passive crossings;
- regulatory traffic control signals including flashlights or boom barriers at active crossings;
- all warning signs including static and active advance warning signs;
- all road markings including holding lines, barrier centre lines and yellow box markings; and
- other complimentary signage such as speed zones, adjacent regulatory signs or traffic signals on roads.

#### Local Government Act 1995

Notices requiring certain things to be done by the owner or occupier of land

Section 3.25 of the Local Government Act 1995 empowers a Local Government to give a person who is the owner or, unless Schedule 3.1 indicates otherwise, the occupier of land a notice in writing relating to the land requiring the person to do anything specified in the notice that is prescribed in Schedule 3.1, Division 1.

Rail Safety National Law (WA) Act 2015
Rail Safety National Law (WA) Regulations 2015
Rail Safety National Law (WA) (Alcohol and Drug Testing) Regulations 2015
Safety management system

BR is an accredited rail transport operator under the Act and as such has statutory obligations under the Act and Regulations, including responsibility for ensuring the compliance of all rail related works on corridor land with the Act and Regulations. BR's activities are regulated by the Office of the National Rail Safety Regulator. In accordance with clause 99 of the Act, BR has in place a safety management system in respect of its railway operations. It is a requirement of that safety management system that, where necessary, persons carrying out rail safety work on corridor land are required to hold a Track Access Permit.

#### 5.2 <u>Allocation of specific actions and activities</u>

Where not otherwise subject to separate agreement, the parties agree that each party to this Agreement will undertake the following actions/activities in respect of the Interfaces specified in Schedule 1:

#### Main Roads Western Australia/Commissioner of Main Roads (MRWA)

 Install and maintain the appropriate regulatory signs, warning signs, road markings and advance flashing warning panels on Public Road approaches to Level Crossings – excludes signage affixed to railway hardware.

#### **Road Manager – Local Government**

- Maintain the Road approaches up to three metres (3m) either side from the outside running rail.
- Arrange, undertake and maintain any vegetation clearing and/or removal of other physical obstructions on Roads to provide requisite driver visibility sightlines on the approaches to Level Crossings (including any negotiations with private property owners if required)
- Notify the Rail Infrastructure Manager of any road works planned, either
  of a temporary or permanent nature, in the vicinity of a crossing. (See
  section 9 of this Agreement)
- Notify the Rail Infrastructure Manager of any change in land use adjacent to an Interface or any change in Level Crossing use.
- Report to MRWA any damaged and unserviceable line marking and signage associated with a Level Crossing identified during inspection of the local road network in accordance with normal maintenance regimes.

#### **Rail Infrastructure Manager**

- Arrange and coordinate installation of flashing lights, boom barriers, warning bells and advance warning sign control devices (in accordance with MRWA's renewal and upgrade programme).
- Maintenance of above equipment and devices in conjunction with MRWA.
- Undertake and maintain any vegetation clearing and/or removal of other physical obstructions within the rail corridor to provide adequate visibility on the approaches to Level Crossings.

Only accredited personnel holding a Track Access Permit are permitted to perform certain work within the rail corridor or within the Danger Zone (see diagram annexed as Appendix B). Works within the Danger Zone are generally undertaken by the Rail Infrastructure Manager due to the rail safety risks associated with works within the Danger Zone however subject to the necessary approvals from the Rail Infrastructure Manager works may be undertaken by the Road Manager. Accordingly, unless otherwise agreed and subject to prior written agreement between and as required by the parties, the following activities are carried out by the Rail Infrastructure Manager at the cost of either the Local Government or MRWA as indicated in brackets below<sup>1</sup>:

- Level Crossings Maintain the roadway within three metres (3m) of the outside running rails. (Local Government)
- Pedestrian Crossings Install and maintain flashing lights, warning bells, pedestrian mazes, gates and crossing paths (not approach paths) as applicable, including any signage affixed to these devices. (MRWA or Local Government in accordance with renewal and upgrade programme).<sup>2</sup>

<sup>&</sup>lt;sup>1</sup> The indication of party responsible for cost should be used as a general guide only. All works are site and case specific.

<sup>&</sup>lt;sup>2</sup> There may be instances where the distinction between Pedestrian and Midblock Crossings is unclear, in such cases works required and division of cost must be negotiated and agreed between the Local Government and MRWA prior to the works being undertaken.

- Mid-block Crossings Install and maintain flashing lights, warning bells, pedestrian mazes, gates and crossing paths (not approach paths) as applicable, including any signage affixed to these devices. (Local Government).<sup>2</sup>
- Crossing Control Upgrades Installation of flashing lights, boom barriers, warning bells and advanced warning sign control devices (MRWA in accordance with MRWA's renewal and upgrade programme).

#### Reciprocal action for all parties

Notify each other party of material changes to usage of an Interface of which a party is aware. These changes may arise from things such as higher speed rail or road traffic, increased volume of rail or road traffic (for example arising from a change in land usage or development) or change of road vehicle types or change to road designation (for example to an oversize vehicle route). If the parties identify a new risk (or increased level of an existing risk), the parties must, as appropriate reassess and manage these risks so far as is reasonably practicable.

#### 6. AGREEMENT OF PARTIES

- 6.1 Each party agrees to:
  - (a) Commit to the highest standards of safety in performing its functions or conducting its business so far as is reasonably practicable;
  - (b) Work co-operatively with the other parties, and with third party entities whose activities may give rise to risks at or near an Interface, to identify and assess risks at Interfaces and develop, implement and monitor measures to manage the risks;
  - (c) Carry out the identification, assessment, allocation and management of risk in accordance with accepted risk management practice;
  - (d) Commit to continued management of the Interface; and
  - (e) Conform to the appropriate standards, policies and guidelines relevant to their respective operations.

## 7. IDENTIFICATION, ASSESSMENT AND MANAGEMENT OF RISK

- 7.1 The Rail Infrastructure Manager and Road Manager have an ongoing obligation to identify and assess, so far as is reasonably practicable, risks to safety that may arise in relation to the Interfaces the subject of this Agreement.
- 7.2 Clause 109 of the Act provides that for the purpose of identifying and assessing the risks to safety at an Interface, a party may:
  - (a) by itself identify and assess those risks; or
  - (b) identify and assess those risks jointly with another party; or
  - (c) adopt the identification and assessment of those risks carried out by another party to this Agreement.

- 7.3 As a minimum, the following must be carried out in respect of each Interface:
  - Identify the type of Interface;
  - Identify the location of the Interface;
  - Identify the risks to safety at each Interface;
  - Determine measures to manage, so far as is reasonable practicable, those risks: and
  - Assign responsibility for the management measures determined to the appropriate party.
- 7.4 ALCAM has been designed for and is used as a tool for risk assessment of Level Crossings. Each crossing is assessed uniformly using a standardised procedure to gather crossing data. The model then provides a risk score for each Level Crossing which enables the comparison of relative risk across all crossings within a given group (locality/line etc.). This model has been or will be used to assess risks at Interfaces the subject of this Agreement.
- 7.5 Where there has been a material change in relation to an Interface and such change is likely to affect the ALCAM assessment obtained in respect of an Interface, then the parties must arrange for the Interface to be re-assessed.
- 7.6 Either party may, by notice in writing to the other, instigate a re-assessment where it is deemed necessary.
- 7.7 Following an ALCAM assessment, if any corrective action is required in respect of an Interface, a Corrective Action Report (or similar) may be prepared. This will outline the action required for mitigation or elimination of unacceptable risks identified and the party responsible for carrying out the action.

#### 8. INCIDENT MANAGEMENT

- 8.1 Rail Infrastructure Managers and Road Managers shall manage incidents wholly within their area of responsibility in accordance with each party's incident management plan.
- 8.2 Incidents affecting both Rail Infrastructure and Road Infrastructure across an Interface should be managed jointly and cooperatively by the parties.
- 8.3 The established information sharing protocols shall be followed during an emergency incident.
- 8.4 Unless required by law or to ensure safety, the parties shall not engage in any conduct that is likely to prejudice an investigation into an Incident and reserve the right to undertake timely inspection of any Rail or Road Infrastructure, rolling stock or other property of the respective parties damaged as a result of an Incident.
- 8.5 The Rail Infrastructure Manager shall report rail safety Incidents to the National Rail Safety Regulator under the terms of its accreditation.

- 8.6 In the case of major Incidents involving serious injury or death, the activities of the parties may come under the control of emergency services organisation as detailed in BR's Westplan.
- 8.7 BR's Westplan (State Emergency Management Plan for BR Emergencies) is available on BR's website (www.brookfieldrail.com) and at the State Emergency Management Committee website (www.semc.wa.gov.au).

#### 9. WORKS

- 9.1 The parties acknowledge that any road or other works conducted in the vicinity of Interfaces can adversely affect the level of safety at that Interface.
- 9.2 In any case where any road or other works are likely to impact on the safety of rail operations, the Road Manager shall notify the Rail Infrastructure Manager of works planned, either of a temporary or permanent nature, in the vicinity of an Interface.
- 9.3 The need for such notification will depend on the level of risk of the work to be undertaken and the proximity of the work activity to the Interface. As a general guide, the table below shows the minimum distances from the railway within which any road or other works should not proceed without prior notification to the Rail Infrastructure Manager. Contact details are provided in the Rail Infrastructure Manager Details section of this Agreement.

Speed Limit Km/h	Distance from railway (m)
<70	150
70 to 90	200
>90	300

9.4 In any case where rail works are likely to impact on the safety of road operations, the Rail Infrastructure Manager shall notify the Road Manager of works planned, either of a temporary or permanent nature, in the vicinity of an Interface.

#### 9.5 Emergency maintenance works

The parties will work cooperatively to minimise response times where emergency maintenance works are required to be undertaken at an Interface. Contact details of the applicable emergency contact personnel for each party is to be maintained by the respective parties in Appendix A.

#### 10. PERSONNEL MANAGEMENT

#### 10.1 Competency

Each party shall ensure that its workers carrying out activities in or about the Interface comply with the relevant safe working procedures, rules and policies developed by the party or as detailed in their organisation specific conditions. Such procedures, rules and policies must be consistent with the party's obligations under all applicable Law.

#### 10.2 Safe Access by other parties

Each party may make use of third parties under contract or otherwise to deliver any aspect of its operational or infrastructure obligations at or affecting the Interface.

The party engaging the service of a third party shall ensure that any personnel working in or about an interface is fully informed as to the requirements of working in such a locality including any required accreditation, documentation, training, site induction or similar provisions.

The parties will ensure that their respective contractors and subcontractors will comply with this Agreement when engaged in works to which this Agreement relates. In particular third parties must be made aware of the requirements relating to working in the "Danger Zone" as shown in Appendix B.

#### 11. AMENDMENT

- 11.1 The parties may without formal amendment to this Agreement, amend Schedule 1 from time to time by written agreement to allow for Interfaces to be added or removed as required. An updated Schedule becomes effective when it is dated and signed by all parties.
- 11.2 The parties may without formal amendment to this Agreement, amend Appendix A as per Clause 14.3.

#### 12. CHANGE OF OWNERSHIP

- 12.1 A party to this Agreement undergoing a change in ownership shall notify the other parties as soon as practicable. Contact details for each party are as specified in this Agreement.
- 12.2 The change of ownership of either a Rail Infrastructure Manager or Road Manager shall require the re-negotiation of this Agreement to identify the new owners and inform them of their responsibilities.
- 12.3 Rail Infrastructure Managers are obliged to meet all regulatory requirements for transfer or assignment of accreditation, including clauses 79 and 80 of the Act.

#### 13. AUDITING AND COMPLIANCE

#### 13.1 Maintaining and Monitoring Compliance

- (a) The parties shall be jointly responsible through their nominated representatives for maintaining and monitoring compliance with this Agreement.
  - (b) In the event of an emergency, and it is not possible to comply with this Agreement, every effort shall be made by the non-complying party to consult with other parties to the Agreement to determine the best course of action to ensure the safest conduct of activities at the Interface.

#### 13.2 Register of Interface Agreements

In accordance with clause 111 of the Act, each party shall maintain a register of the Interface Agreements to which they are a party using their existing internal information and/or document management systems.

#### 13.3 Record of Corrective Action Reports

The parties shall keep a record of all Corrective Action Reports.

#### 13.4 Reporting Instances of Non-Compliance

Instances of non-compliance shall be brought to the attention of relevant compliance officers of each party to be dealt with in accordance with their internal procedures.

#### 13.5 Safety Auditing Compliance

- (a) The Rail Infrastructure Manager shall conduct regular Inspections.
- (b) The Road Manager shall conduct regular Inspections to ensure the safety performance of the approach roads to an Interface are assessed as part of maintenance responsibilities in the context of the Local Government's road network.
- (c) The parties shall jointly reassess the risk to safety of an Interface after a major Incident.
- (d) Should a party discover a defect in another party's infrastructure, the party making the discovery will use best endeavours to share the relevant details with the other party as soon as is reasonably practicable.

#### 13.6 Reciprocal Inspections and Audits

In the event the parties agree there is an issue adversely affecting Interface safety, the parties shall allow the conduct of relevant reciprocal inspections or audits to facilitate remedial action.

#### 14. COMMUNICATIONS

- 14.1 The parties shall promptly notify each other of any occurrence or Incident which affects the responsibilities of any of the other parties to this Agreement in respect of an Interface.
- 14.2 Contact details for each party as identified in Appendix A are to be used in emergency situations or during normal course of business as appropriate.
- All parties agree to regularly update Appendix A as changes occur. Updating of Appendix A can be carried out at any time by any Party for its own organisation without requiring approval from the other parties. The party amending its contact details shall forward to the other parties updated copies of Appendix A ensuring the Appendix A Document Control table is appropriately updated prior to forwarding.

#### 15. DISPUTE RESOLUTION

- 15.1 The parties agree to resolve all disputes in good faith.
- 15.2 Should a dispute arise between the parties in connection to this Agreement, a party may issue a written notice of dispute to the other party or parties.
- 15.3 Within 14 days, or as otherwise agreed by the parties, of receipt of a dispute notice, senior officers of each party shall meet or communicate to resolve the dispute.
- 15.4 If the senior officers are unable to resolve the dispute, Chief Executive Officers of the parties shall meet or communicate as soon as is practicable to attempt to resolve the dispute.
- 15.5 If the dispute is not resolved, then either party may refer the dispute to mediation by a single mediator by giving notice in writing to the other party or parties. If the parties are unable to agree upon the mediator and the mediator's remuneration, the mediator will be the person appointed by and the remuneration of the mediator is the amount determined by, the President of the Institute of Arbitrators & Mediators Australia (WA Chapter). Each party will bear its own costs relating to preparation and attendance at mediation, with the costs of the mediator being borne equally by the parties.
- 15.6 Failing resolution of the dispute at mediation, it will be open to any party to the dispute to commence legal proceedings.

#### **EXECUTION PAGE**

This Interface Agreement is signed and witnessed on behalf of Brookfield Rail Pty Ltd by the following authorised representative:

SIGNED:	W	/ITNESSED:
Name:	N	ame:
Title:	Ti	tle:
Date:	D	ate:
	ace Agreement is signed and witr	nessed on behalf of the Shire/City of ative:
SIGNED:	W	/ITNESSED:
Name:	N	ame:
Title:	Ti	tle:
Date:	D	ate:
	AIR	
	ace Agreement is signed and witnes y the following authorised represent	ssed on behalf of Main Roads Western ative:
SIGNED:	W	/ITNESSED:
Name:	N	ame:
Title:	Ti	tle:
Date:	D	ate:

#### SCHEDULE 1 - LIST OF RAIL AND ROAD INTERFACES

No	Name	Type of Interface	Road number	Rail Line and kms from datum of the Level Crossing	Description of Crossing control	Rail Infrastructure Manager responsible	Road Manager responsible
1	Readheads Road	Road/Rail crossing	XXX XXXX	Line X – 68.162km	Flashlights	Brookfield Rail	Shire/ City of XXX
2	XXXXX			Line 77 - 51.2km*			
3							
4							
5							
6							
7							
8			·				
9			·				
10							

<sup>\*</sup>This section of rail line currently Dormant (Non-Operational)

<sup>\*\*</sup>This section of rail line is currently Disused (Non-Operational)

#### **APPENDIX A - CONTACT DETAILS**

#### RAIL INFRASTRUCTURE MANAGER DETAILS

Brookfield Rail Pty Ltd 2-10 Adams Drive WELSHPOOL WA 6106

General: 08 9212 2800 Emergency: 1300 xxx xxx

Emergency: 1300 xxx xxx (BR Train Control)
OHS: (08) 9212 2933 (Safety & Environment Co-Ordinator)

#### **ROAD MANAGER DETAILS**

The Shire/City of XXXXXX

XXX

XXXXXXX WA

General: 08 XXXX XXXX Emergency: 08 XXXX XXXX

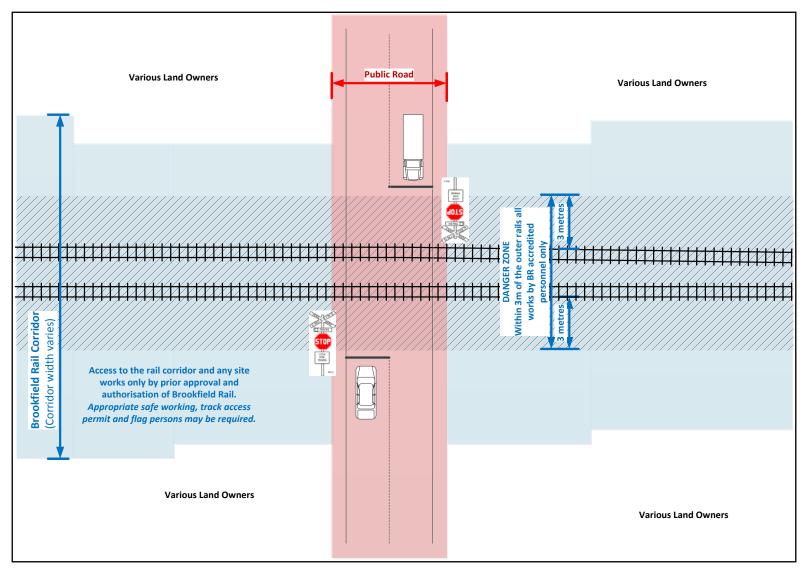
#### **MRWA DETAILS**

Main Roads Western Australia Waterloo Crescent EAST PERTH WA 6004

General: 13 81 38 Emergency: 13 81 38

Appendix A – Document control						
Amended by	Date	Distributed to the following contacts of other parties				

#### **APPENDIX B - AREAS OF DEMARCATION**



For the purposes of this Interface Agreement, at a typical Level Crossing

The road reserve as shown in red.

The rail corridor as shown in blue.

Within 3 metres of the outer rail all work must be carried out by Brookfield Rail accredited personnel. (area shown hatched, the "Danger Zone").

#### **APPENDIX C - REFERENCE DOCUMENTS**

#### Reference documents include:

Rail Safety National Law (WA) Act 2015

Rail Safety National Law (WA) Regulations 2015

Rail Safety National Law (WA) (Alcohol and Drug Testing) Regulations 2015 AS1742.7: 2007 – Manual of Uniform Traffic Control Devices - Railway Crossings AS 1742.3: 2009 – Manual of Uniform Traffic Control Devices – Traffic control for works on roads

AS 4292.2: 2006 - Railway Safety Management - track, civil and electrical infrastructure

Main Roads WA - Railway Crossing Protection in WA - Policy and Guidelines

Road Traffic Code 2000

Road Traffic Act 1974

Main Roads Act 1930

Public Works Act 1902

Local Government Act 1995

AS/NZS ISO 31000: 2009 - Risk Management - Principles and guidelines

AS/NZISO 4801:2001 - OSH

Main Roads WA – Traffic Management for Works on Roads – Code of Practice Rail Infrastructure Manager Operating Rules

Westplan: State Emergency Management Plan for Brookfield Rail Emergencies – Version September 2011, Review date December 2013

Copies of most documents are available from the State Law Publisher website or from the Road Safety Branch, MRWA – phone 9323 4111.

#### 9.1.2 DELEGATIONS TO OTHER COMMITTEES

Location/Address: Shire of Mingenew Name of Applicant: Shire of Mingenew

Disclosure of Interest: Nil

File Reference: ADM0303

Date: 7 October 2016

**Author:** Martin Whitely, Chief Executive Officer

#### SUMMARY

Council is requested to review and appoint delegates to the Executive Management Committee.

#### **ATTACHMENT**

Nil

#### **BACKGROUND**

Other than the Audit Committee there is currently there is only one other Council Committee and this is the Executive Management Committee.

A Committee must consist of 3 of more persons and Section 5.9 of the Local Government Act 1995 specifies the make up of a Committee with some examples below:

Council members only
Council members and employees
Council members, employees and other persons

Council members and other persons

#### COMMENT

As per the resolution made at the November 2015 Ordinary Meeting each of the current seven councillors were appointed as members of the Audit Committee. The Local Government Act 1995 does not specify that the Audit Committee needs to be reviewed annually so the November 2015 resolution was that the Audit Committee would reviewed after each election period or as required if there was a change in councillor representation.

The Executive Management Committee is currently made up of 3 elected members and the CEO:

- President
- Deputy President
- Councillor
- CEO

Council is required to review delegations to committees every financial year as per section 5.18 of the Local Government Act 1995.

#### **CONSULTATION**

Nil

#### STATUTORY ENVIRONMENT

Local Government Act 1995 - Section 5.8 & 5.9

Local Government Act 1995 - Section 5.16, 5.17 & 5.18

Local Government Act 1995 – Section 5.22 & 5.23

#### MINGENEW SHIRE COUNCIL ORDINARY MEETING MINUTES - 16 November 2016

#### **POLICY IMPLICATIONS**

Nil.

#### FINANCIAL IMPLICATIONS

Nil

#### STRATEGIC IMPLICATIONS

Community Strategic Plan Outcome 4.5.1

Ensure compliance with local, town planning, building and health and all other relevant legislation.

#### **VOTING REQUIREMENTS**

**Absolute Majority** 

#### **OFFICER RECOMMENDATION – ITEM 9.1.2**

That Council appoint the following persons to form the Executive Management Committee:

- President
- Deputy President
- Councillor Cosgrove
- CEO

#### MOTION

**Moved Cr Pearce** 

**Seconded Cr Criddle** 

That Council appoint the following persons to form the Executive Management Committee:

- President
- Deputy President
- Councillor Cosgrove
- CEO

#### <u>AMENDMENT</u>

**Moved Cr Cosgrove** 

**Seconded Cr Newton** 

That the CEO not be included in the Executive Management Committee

CARRIED 5/0

#### **COUNCIL DECISION – ITEM 9.1.2**

#### **Moved Cr Pearce**

Seconded Cr Newton

That Council appoint the following persons to form the Executive Management Committee:

- President
- Deputy President
- Councillor Cosgrove

CARRIED 5/0

President Bagley advised the meeting that the reason for the change would need to be recorded in the minutes.

**Moved Cr Newton** 

**Seconded Cr Cosgrove** 

That the reason the officer recommendation was changed was because the purpose of the Committee is to undertake the annual performance review of the CEO and therefore it would not be appropriate for the CEO to form part of the Committee.

CARRIED 5/0

#### 9.1.3 INDEPENDENT LIVING UNITS WORKING GROUP COMMITTEE

Location/Address: Shire of Mingenew Name of Applicant: Shire of Mingenew

Disclosure of Interest: Nil

File Reference: ADM0327

**Date:** 10 October 2016

**Author:** Martin Whitely, Chief Executive Officer

#### **SUMMARY**

This report recommends the establishment of a Committee to oversee the construction of the Independent Living units at Lot 43 Shenton Street, Mingenew.

#### **BACKGROUND**

Currently there are two Council Committees and these are the Audit Committee and the Executive Management Committee. Under the Local Government Act 1995 a Committee must consist of 3 of more persons and may include elected members, employees and other persons. Council Committee meetings are generally open to the public with the exception of the matters listed at section 5.23(2) of the Local Government Act where the meeting would be closed to the public.

#### COMMENT

As previously discussed with Council it would be beneficial to establish a Committee to oversee the Independent Living Units project. The purpose of the Committee would be to provide feedback and advice in relation to the design of the units to ensure that the units are fitted out appropriately for aged person and/or people with disabilities. It would be beneficial for one or more of the members to have previously had some form of engagement with aged care facilities in the past.

#### **CONSULTATION**

Nil

#### STATUTORY ENVIRONMENT

Local Government Act 1995 – Section 5.8 & 5.9 Local Government Act 1995 – Section 5.16, 5.17 & 5.18 Local Government Act 1995 – Section 5.22 & 5.23

#### **POLICY IMPLICATIONS**

Nil

#### FINANCIAL IMPLICATIONS

Nil

#### STRATEGIC IMPLICATIONS

Community Strategic Plan

Outcome 4.5.1 - Ensure compliance with local, town planning, building and health and all other relevant legislation.

#### **VOTING REQUIREMENTS**

**Absolute Majority** 

#### **OFFICER RECOMMENDATION – ITEM 9.1.3**

That Council appoint Cr Bagley, Cr Newton, Cr Cosgrove and the CEO to the Independent Living Units Working Group Committee.

#### **COUNCIL RESOLUTION – ITEM 9.1.3**

#### **Moved Cr Newton**

**Seconded Cr Pearce** 

That Council appoint Cr Bagley, Cr Newton, Cr Cosgrove and the CEO to the Independent Living Units Working Group Committee.

CARRIED 5/0

#### 9.1.4 TENDER – INSTALLATION OF LIGHTING TOWERS

Location/Address: Shire of Mingenew Name of Applicant: Shire of Mingenew

Disclosure of Interest: Nil

File Reference: ADM0204

Date: 7 October 2016

**Author:** Martin Whitely, Chief Executive Officer

#### **Summary**

This report recommends awarding the contract for the completion of the installation of three new lighting towers at the Mingenew Recreation Centre oval.

#### Attachment

Nil

#### **Background**

In March 2016 a grant application was made to the Department of Sport and Recreation ("DSR") for the installation of lighting towers at the Mingenew Recreation precinct. In June 2016 notification was received that the application to DSR was successful in receiving \$50,000. Tenders were called in September 2016 and closed 21 October 2016 after several extensions were granted to allow more time to obtain structural engineering information on the pre owned towers to be supplied for the project from the Mingenew Football Club.

#### Comment

There was significant interest from a number of contractors to complete the project. In the end a total of 6 submissions were received and they are tabled below;

	Premium Electricians	Lightbase	S&K Electrical	Prestige Joining & Electrical	Future Power	Bramatt
Preliminaries				\$2,000	\$2,710	
Trenching, Cabling & Conduit Installation	\$36,346			\$35,890	\$15,796	
Footings & Installation of Towers	\$28,562			\$49,500	\$25,088	
Supply & Installation of Light Fittings	\$42,147			\$46,110	\$37,807	
Removal of existing light poles	\$1,713				\$4,473	
Other		\$147,000	\$118,030	\$10,500	\$7,075	\$69,515
Comments		Option 2 to install 2 x new 30m poles with 6 light fittings on oval \$177,970				Price includes the supply & installation of 2 x NEW 20m poles for the oval & 1 x NEW 12m pole for loading ramp
TOTAL COST	\$108,768	\$147,000	\$118,030	\$144,000	\$92,948	\$69,515

During the course of the tender process after several site visits from different contractors a number of things became apparent including;

- The costs associated with using the pre owned lighting towers to source the cages, rag bolts and engineering specifications
- The redundant lighting towers within the recreation precinct that were to removed all had several power points that are utilised during the expo
- The pre owned towers while the same height as the existing towers (18m) would not necessary
  coincide with the existing lighting towers since they are mounted approximately 2m above the
  height of the proposed new towers
- The existing distribution board is quite outdated

As a result of the above contractors were invited to submit alternate tender options that would address some and/or all of the above issues.

The submission from Bramatt includes the provision of  $2 \times 18 \text{m}$  lighting towers and  $1 \times 12 \text{m}$  lighting tower within their pricing. All other submissions, unless specified in the table, are utilising the pre owned lighting towers owned by the football club.

With the exception of Lightbase and Prestige Joining & Electrical, all other tender submissions received are within the budget allocation.

### Consultation

Consultation was carried with all of the contractors interested in the tender.

### **Statutory Environment**

Local Government Act 1995

### 3.57. Tenders for providing goods or services

- (1) A local government is required to invite tenders before it enters into a contract of a prescribed kind under which another person is to supply goods or services.
- (2) Regulations may make provision about tenders.

Local Government (Functions & General) Regulation 1996 - Part 4 – Provision of Goods and Services and Part 4A – Regional Price Preference, in particular section 11;

### 11A. Purchasing policies for local governments

- (1) A local government is to prepare or adopt, and is to implement, a purchasing policy in relation to contracts for other persons to supply goods or services where the consideration under the contract is, or is expected to be, \$150 000 or less or worth \$150 000 or less.
- (2) A purchasing policy is to make provision for and in respect of the policy to be followed by the local government for, and in respect of, entering into contracts referred to in subregulation (1).
- (3) A purchasing policy must make provision in respect of
  - (a) the form of quotations acceptable; and
  - (ba) the minimum number of oral quotations and written quotations that must be obtained; and

- (b) the recording and retention of written information, or documents, in respect of
  - (i) all quotations received; and
  - (ii) all purchases made.

### Division 2 — Tenders for providing goods or services (s. 3.57)

### 11. When tenders have to be publicly invited

- (1) Tenders are to be publicly invited according to the requirements of this Division before a local government enters into a contract for another person to supply goods or services if the consideration under the contract is, or is expected to be, more, or worth more, than \$150 000 unless subregulation (2) states otherwise.
- (2) Tenders do not have to be publicly invited according to the requirements of this Division if
  - (a) the supply of the goods or services is to be obtained from expenditure authorised in an emergency under section 6.8(1)(c) of the Act; or
  - (b) the supply of the goods or services is to be obtained through the WALGA Preferred Supplier Program; or
  - [(ba) deleted]
    - (c) within the last 6 months
      - the local government has, according to the requirements of this Division, publicly invited tenders for the supply of the goods or services but no tender was submitted that met the tender specifications or satisfied the value for money assessment; or
      - (ii) the local government has, under regulation 21(1), sought expressions of interest with respect to the supply of the goods or services but no person was, as a result, listed as an acceptable tenderer;

or

- (d) the contract is to be entered into by auction after being expressly authorised by a resolution of the council of the local government; or
- the goods or services are to be supplied by or obtained through the government of the State or the Commonwealth or any of its agencies, or by a local government or a regional local government; or
- (ea) the goods or services are to be supplied
  - in respect of an area of land that has been incorporated in a district as a result of an order made under section 2.1 of the Act changing the boundaries of the district; and
  - (ii) by a person who, on the commencement of the order referred to in subparagraph (i), has a contract to supply the same kind of goods or services to the local government of the district referred to in that subparagraph;

٥r

- (f) the local government has good reason to believe that, because of the unique nature of the goods or services required or for any other reason, it is unlikely that there is more than one potential supplier; or
- (g) the goods to be supplied under the contract are —

### MINGENEW SHIRE COUNCIL ORDINARY MEETING MINUTES - 16 November 2016

- (i) petrol or oil; or
- (ii) any other liquid, or any gas, used for internal combustion engines;

or

- (h) the following apply
  - the goods or services are to be supplied by a person registered on the Aboriginal Business Directory WA published by the Small Business Development Corporation established under the Small Business Development Corporation Act 1983; and
  - (ii) the consideration under the contract is \$250 000 or less, or worth \$250 000 or less; and
  - (iii) the local government is satisfied that the contract represents value for money;

or

- (i) the goods or services are to be supplied by an Australian Disability Enterprise; or
- (j) the contract is a renewal or extension of the term of a contract (the *original* contract) where
  - the original contract was entered into after the local government, according to the requirements of this Division, publicly invited tenders for the supply of goods or services; and
  - (ii) the invitation for tenders contained provision for the renewal or extension of a contract entered into with a successful tenderer; and
  - (iii) the original contract contains an option to renew or extend its term; and
  - (iv) the supplier's tender included a requirement for such an option and specified the consideration payable, or the method by which the consideration is to be calculated, if the option were exercised;

or

(k) the goods or services are to be supplied by a pre-qualified supplier under Division 3. [Regulation 11 amended in Gazette 29 Apr 1997 p. 2145; 26 Jun 1998 p. 3447; 25 Feb 2000 p. 970-1; 29 Jun 2001 p. 3130; 31 Mar 2005 p. 1054-5; 2 Feb 2007 p. 245-6; 18 Sep 2015 p. 3804-6.]

### **Policy Implications**

Nil

### **Financial Implications**

There is a budget allocation of \$130,000 in the 2016/17 Budget to complete the project.

### Strategic Implications

Community Strategic Plan

Outcome 3.2.3 – Maintain and further develop the recreation complex

### **Voting Requirements**

Simple Majority

### **OFFICER RECOMMENDATION – ITEM 9.1.4**

### That Council

- 1. Award the contract for the installation of the lighting towers project to Bramatt, and
- 2. Authorise the CEO to liaise with Bramatt to discuss any alterations and/or improvements required to complete the project

### **COUNCIL DECISION – ITEM 9.1.4**

### **Moved Cr Cosgrove**

Seconded Cr Criddle

### **That Council**

- 1. Award the contract for the installation of the lighting towers project to Bramatt, and
- 2. Authorise the CEO to liaise with Bramatt to discuss any alterations and/or improvements required to complete the project

CARRIED 5/0

## 9.1.5 TENDER – DESIGN & CONSTRUCT 2 x 2 BEDROOM / 1 BATHROOM INDEPENDENT LIVING UNITS

Location/Address: Shire of Mingenew Name of Applicant: Shire of Mingenew

Disclosure of Interest: Nil

File Reference: ADM0204

**Date:** 10 October 2016

**Author:** Martin Whitely, Chief Executive Officer

### Summary

This report recommends awarding the contract for the completion of the installation for the design and construction of 2 x 2 Bedroom / 1 Bathroom units at Lot 43 Shenton Street, Mingenew.

### **Attachment**

Design plans for tender submissions.

### **Background**

In May 2016 the Shire were notified that they were the preferred candidate under the WA Country Health Southern Inland Health Initiative (SIHI) Stream 6 Residential Aged Care and Dementia Investment Program to received \$435,000 (GST Inclusive) for the construction of 2 x 2 bedroom / 1 bathroom independent living units at Lot 43 Shenton Street, Mingenew.

In August 2016 the funding agreement was signed and on Thursday 3 November the funding was formally announced which was collaborated with a site visit from Minister Terry Redman and Shane Love.

Tenders were called in September 2016 and closed 12 October 2016.

### Comment

There was significant interest from a number of contractors to complete the project. In the end a total of 5 submissions were received and they are tabled below. All pricing is GST Inclusive.

	AK Homes Construction PTY Ltd	J Hine & Son	Modular WA	Eco Constructions	Plunkett Homes
Design & Construct	\$695,519	\$591,890	\$449,842	\$484,000	\$405,622

During the course of the tender process all interested parties were requested to carry out a site visit. The five tender submissions are somewhat difficult to compare as they are offering a range of different products ranging from modular to brick veneer units.

All but J Hine & Son submitted site plans and these are included in the attachment along with the construction specifications for each of the submissions.

A total budget of \$600,000 was made for the construction, with \$450,000 allocated in the 2016/17 financial year and the balance of project budgeted to be completed in the 2017/18 financial year. As part of the funding agreement the Shire are to complete the initial site works as part of our in-kind contribution.

The submissions received from Modular WA, Eco Constructions and Plunkett Homes are all within the budget. Both the submissions received from both AK Homes Construction Pty Ltd and J Hine & Son are outside of the budget allowance once the in-kind Shire contributions are removed from the \$600,000 budget allocation.

Of the submissions received, the submission from Plunkett Homes appears to offer a superior product and is also the lowest of the submissions received. My recommendation is for Council to select Plunkett Homes as the preferred applicant and schedule a meeting with Plunkett Homes and the Independent Living Units Working Group Committee to commence discussions on finalising the designs and site plans in order for the works to commence.

### Consultation

Consultation was carried with all of the contractors interested in the tender.

### **Statutory Environment**

Local Government Act 1995

### 3.57. Tenders for providing goods or services

- (1) A local government is required to invite tenders before it enters into a contract of a prescribed kind under which another person is to supply goods or services.
- (2) Regulations may make provision about tenders.

Local Government (Functions & General) Regulation 1996 - Part 4 – Provision of Goods and Services and Part 4A – Regional Price Preference, in particular section 11;

### 11A. Purchasing policies for local governments

- (1) A local government is to prepare or adopt, and is to implement, a purchasing policy in relation to contracts for other persons to supply goods or services where the consideration under the contract is, or is expected to be, \$150 000 or less or worth \$150 000 or less.
- (2) A purchasing policy is to make provision for and in respect of the policy to be followed by the local government for, and in respect of, entering into contracts referred to in subregulation (1).
- (3) A purchasing policy must make provision in respect of
  - (a) the form of quotations acceptable; and
  - (ba) the minimum number of oral quotations and written quotations that must be obtained; and
  - (b) the recording and retention of written information, or documents, in respect of
    - (i) all quotations received; and
    - (ii) all purchases made.

### Division 2 — Tenders for providing goods or services (s. 3.57)

### 11. When tenders have to be publicly invited

- (1) Tenders are to be publicly invited according to the requirements of this Division before a local government enters into a contract for another person to supply goods or services if the consideration under the contract is, or is expected to be, more, or worth more, than \$150 000 unless subregulation (2) states otherwise.
- (2) Tenders do not have to be publicly invited according to the requirements of this Division if
  - the supply of the goods or services is to be obtained from expenditure authorised in an emergency under section 6.8(1)(c) of the Act; or
  - (b) the supply of the goods or services is to be obtained through the WALGA Preferred Supplier Program; or
  - [(ba) deleted]
    - (c) within the last 6 months
      - the local government has, according to the requirements of this Division, publicly invited tenders for the supply of the goods or services but no tender was submitted that met the tender specifications or satisfied the value for money assessment; or
      - the local government has, under regulation 21(1), sought expressions of interest with respect to the supply of the goods or services but no person was, as a result, listed as an acceptable tenderer;

or

- the contract is to be entered into by auction after being expressly authorised by a resolution of the council of the local government; or
- the goods or services are to be supplied by or obtained through the government of the State or the Commonwealth or any of its agencies, or by a local government or a regional local government; or
- (ea) the goods or services are to be supplied
  - in respect of an area of land that has been incorporated in a district as a result of an order made under section 2.1 of the Act changing the boundaries of the district; and
  - (ii) by a person who, on the commencement of the order referred to in subparagraph (i), has a contract to supply the same kind of goods or services to the local government of the district referred to in that subparagraph;

or

- (f) the local government has good reason to believe that, because of the unique nature of the goods or services required or for any other reason, it is unlikely that there is more than one potential supplier; or
- (g) the goods to be supplied under the contract are
  - (i) petrol or oil; or
  - (ii) any other liquid, or any gas, used for internal combustion engines;

or

- (h) the following apply
  - (i) the goods or services are to be supplied by a person registered on the Aboriginal Business Directory WA published by the Small Business

- Development Corporation established under the *Small Business Development Corporation Act 1983*; and
- (ii) the consideration under the contract is \$250 000 or less, or worth \$250 000 or less; and
- (iii) the local government is satisfied that the contract represents value for money;

or

- (i) the goods or services are to be supplied by an Australian Disability Enterprise; or
- (j) the contract is a renewal or extension of the term of a contract (the *original* contract) where
  - the original contract was entered into after the local government, according to the requirements of this Division, publicly invited tenders for the supply of goods or services; and
  - (ii) the invitation for tenders contained provision for the renewal or extension of a contract entered into with a successful tenderer; and
  - (iii) the original contract contains an option to renew or extend its term; and
  - (iv) the supplier's tender included a requirement for such an option and specified the consideration payable, or the method by which the consideration is to be calculated, if the option were exercised;

or

(k) the goods or services are to be supplied by a pre-qualified supplier under Division 3. [Regulation 11 amended in Gazette 29 Apr 1997 p. 2145; 26 Jun 1998 p. 3447; 25 Feb 2000 p. 970-1; 29 Jun 2001 p. 3130; 31 Mar 2005 p. 1054-5; 2 Feb 2007 p. 245-6; 18 Sep 2015 p. 3804-6.]

### **Policy Implications**

Nil

### **Financial Implications**

There is a budget allocation of \$450,000 in the 2016/17 Budget to complete the project. A carryover amount of \$150,000 has been made for the completion of the project in the 2017/18 financial year.

### Strategic Implications

Community Strategic Plan

Outcome 3.4.5 – Develop new housing for the aged care through a joint venture program

### **Voting Requirements**

Simple Majority

### **OFFICER RECOMMENDATION – ITEM 9.1.5**

### **That Council**

- 1. Award the contract for the design and construction of the 2 x 2 Bedroom / 1 Bathroom Independent Living Units at Lot 43 Shenton Street, Mingenew to Plunkett Homes, and
- 2. Authorise the Independent Living Units Working Group Committee to liaise with Plunkett Homes to discuss any alterations and/or improvements required to commence the project

### **COUNCIL RESOLUTION – ITEM 9.1.5**

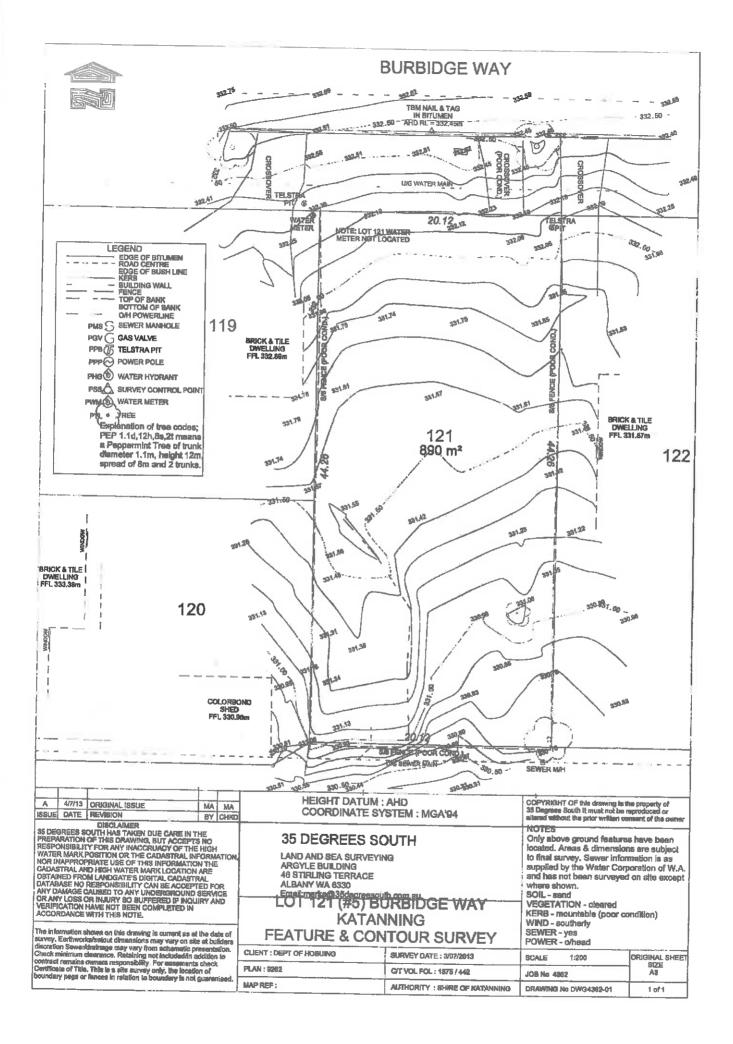
### **Moved Cr Pearce**

### Seconded Cr Cosgrove

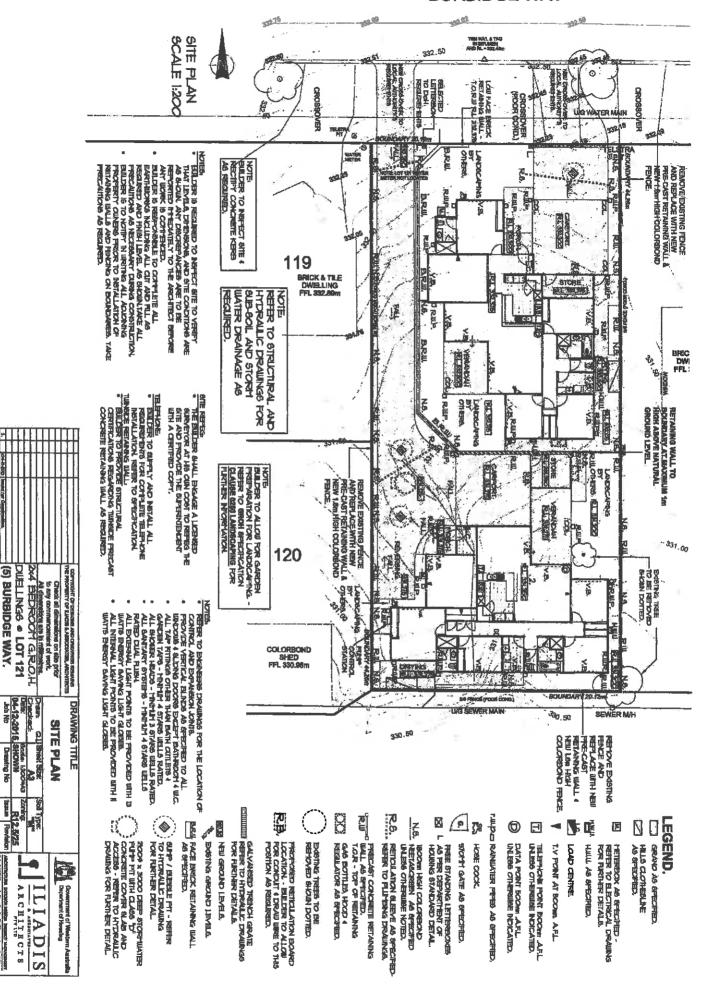
### **That Council**

- 1. Award the contract for the design and construction of the 2 x 2 Bedroom / 1 Bathroom Independent Living Units at Lot 43 Shenton Street, Mingenew to Plunkett Homes, and
- 2. Authorise the Independent Living Units Working Group Committee to liaise with Plunkett Homes to discuss any alterations and/or improvements required to commence the project

**CARRIED 5/0** 



### **BURBIDGE WAY**



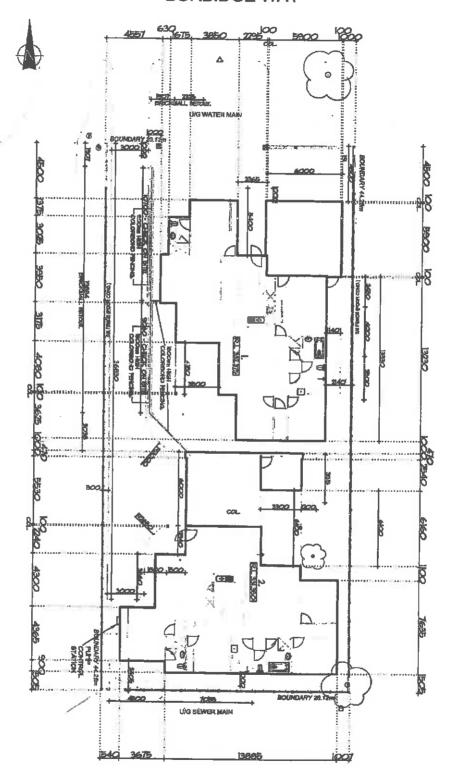
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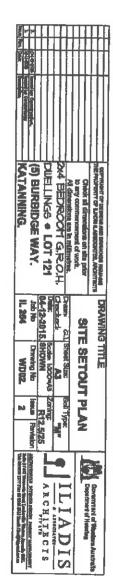
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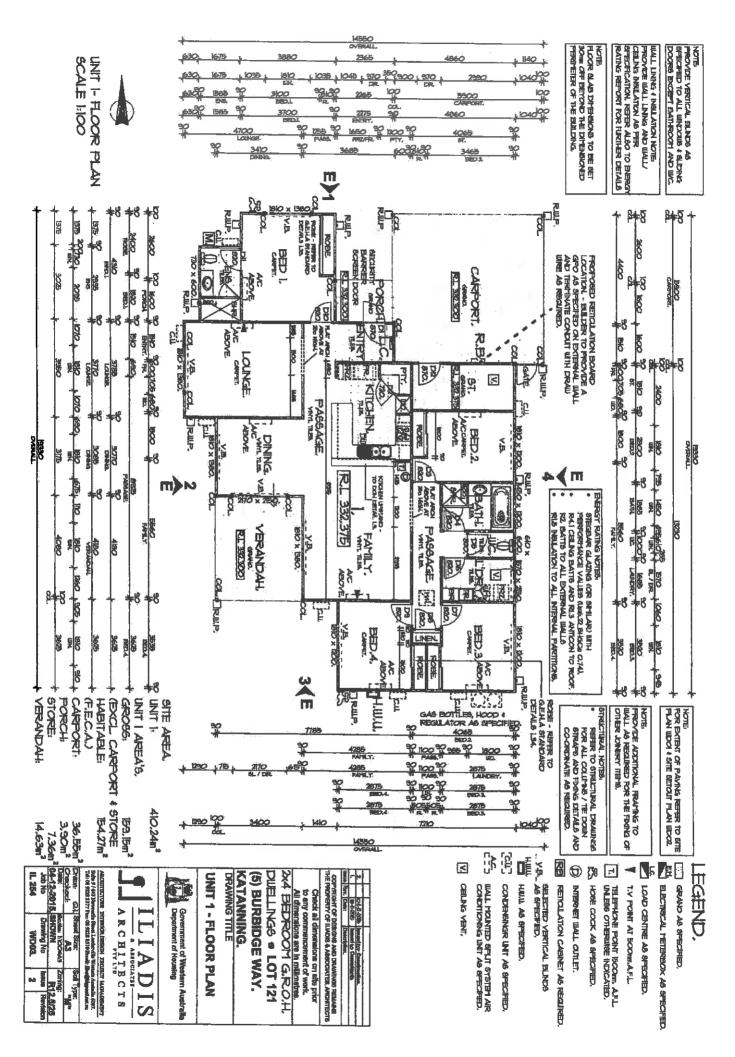
2

SITE SETOUT PLAN SCALE 1:200

### **BURBIDGE WAY**

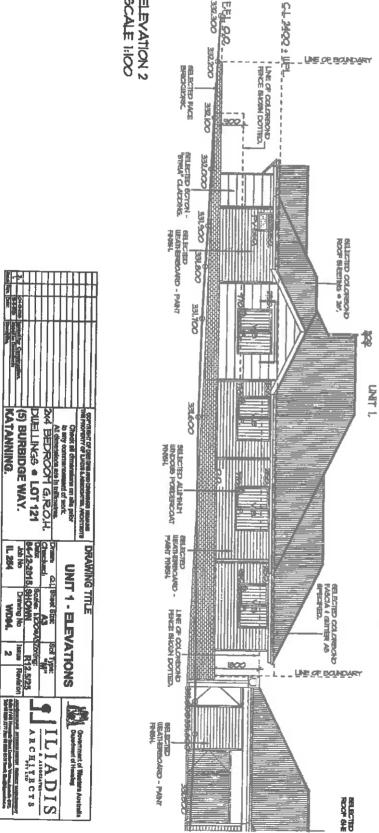






ELEVATION 2 SCALE 1:100

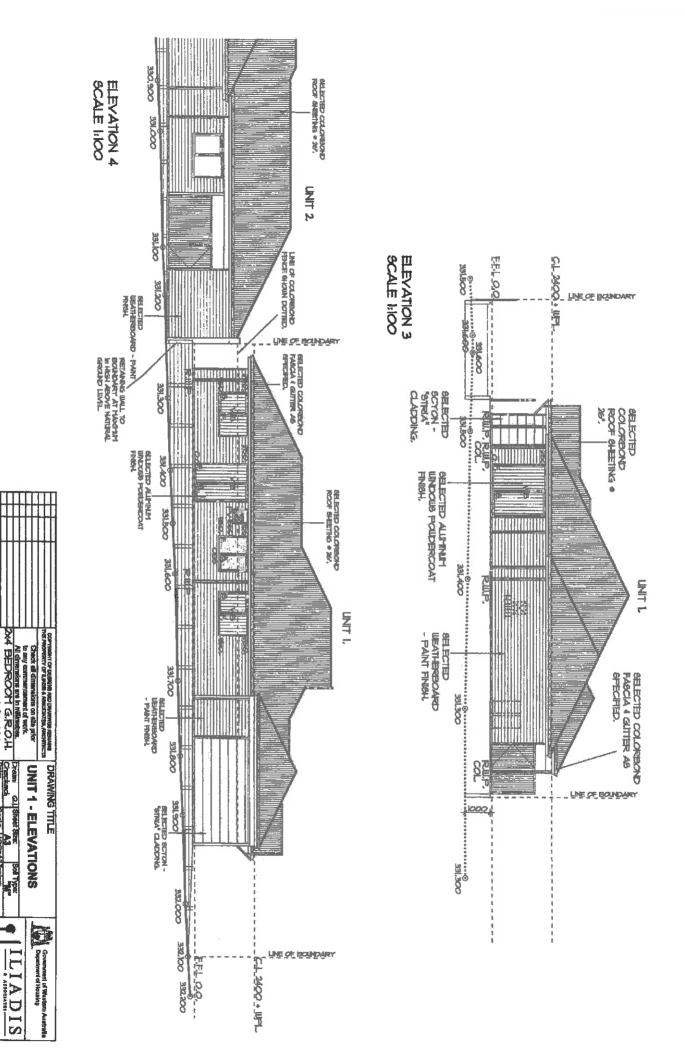
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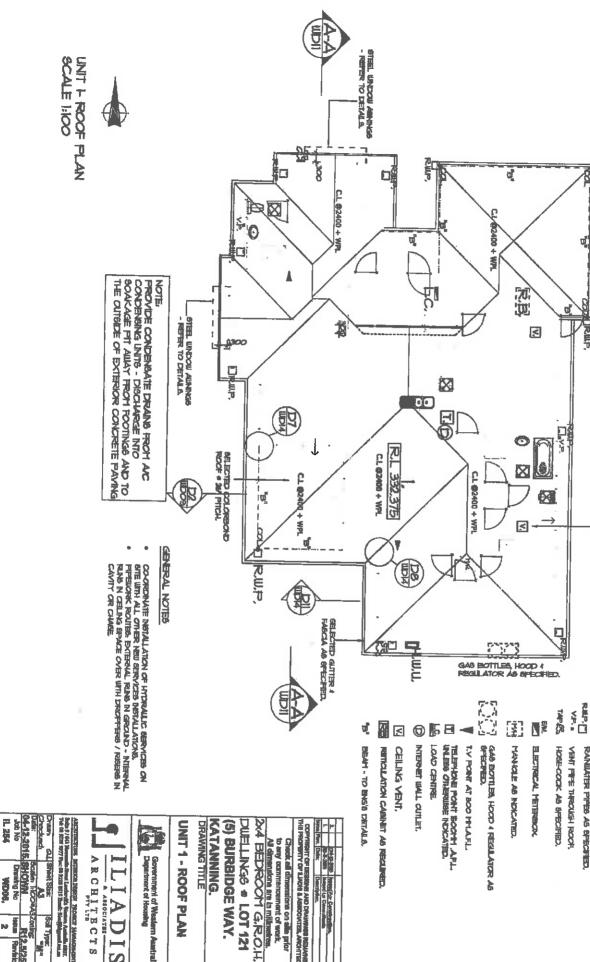
DUELLINGS . LOT 121

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ARCHITECTS

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**UNIT 1 - ELEVATIONS** 



# ROOF PLAN LEGEND.

REFER TO STRUCTURAL DUGS FOR BEATS SIZE AND LOCATIONS, CO-ORDINATE AS REGULIRED.

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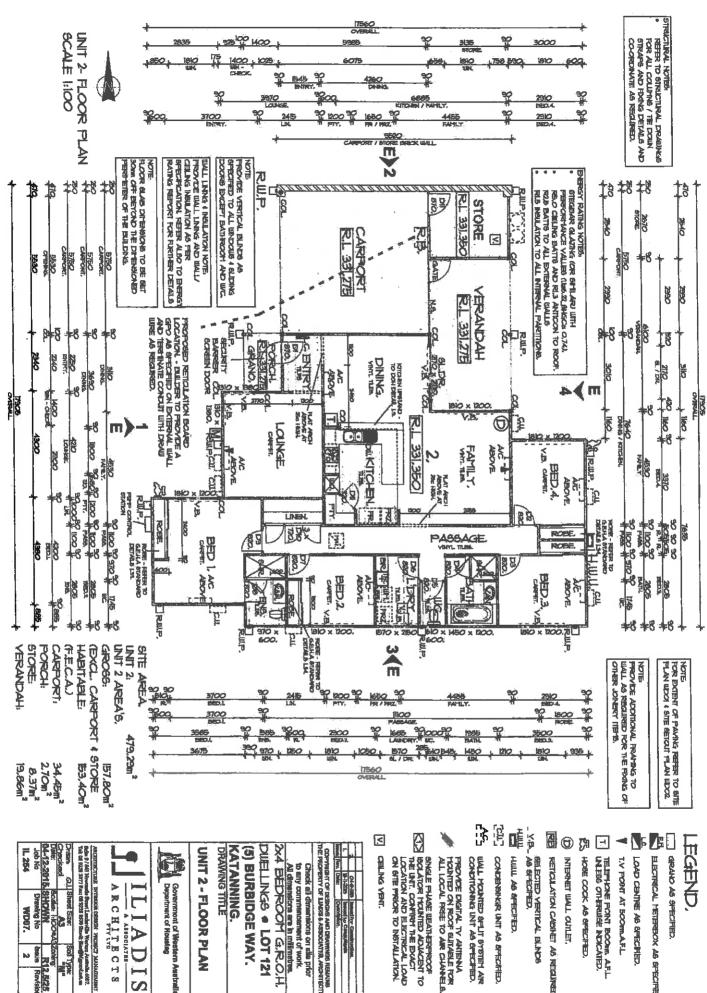
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UNIT 1 - ROOF PLAN (5) BURBIDGE WAY. Al dimensione are to militareiros.

24 BIEDROOM G.R.O.H. DWELLINGS . LOT 121 Government of Western Australia
Department of Housing



PLOWED TO

GRANO AS SPECIFIED

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LOAD CENTRE AS SPECIFIED.

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HOBE COCK AS SPECTED

RETICULATION CABINET AS REQUIRED INTERNET WALL OUTLET.

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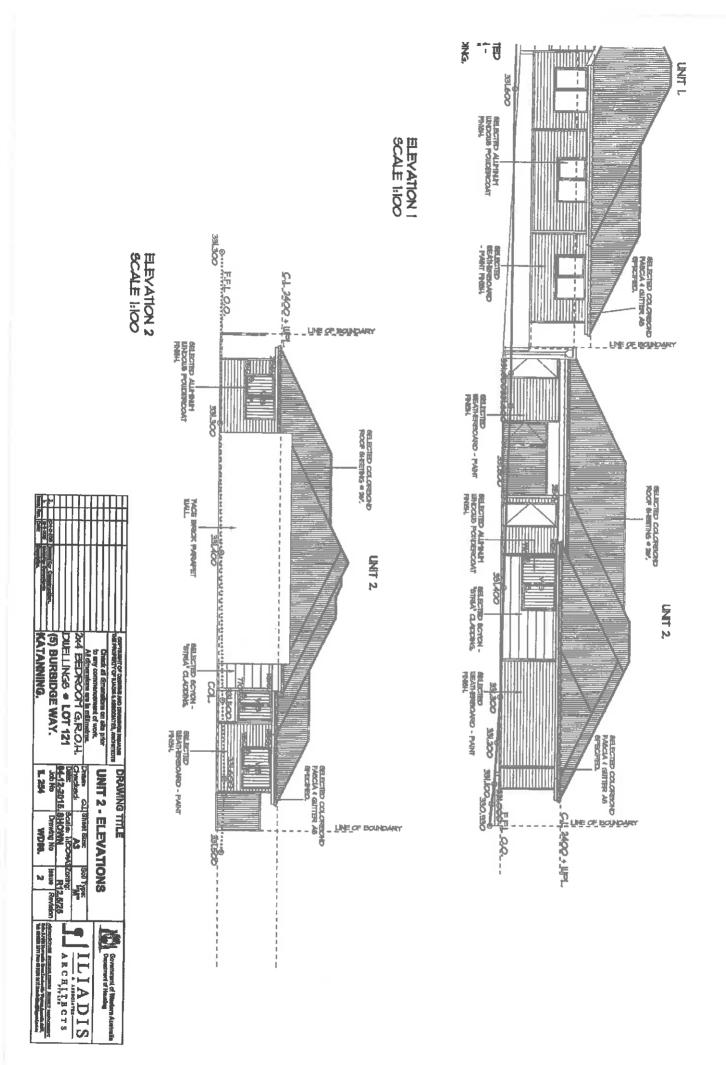
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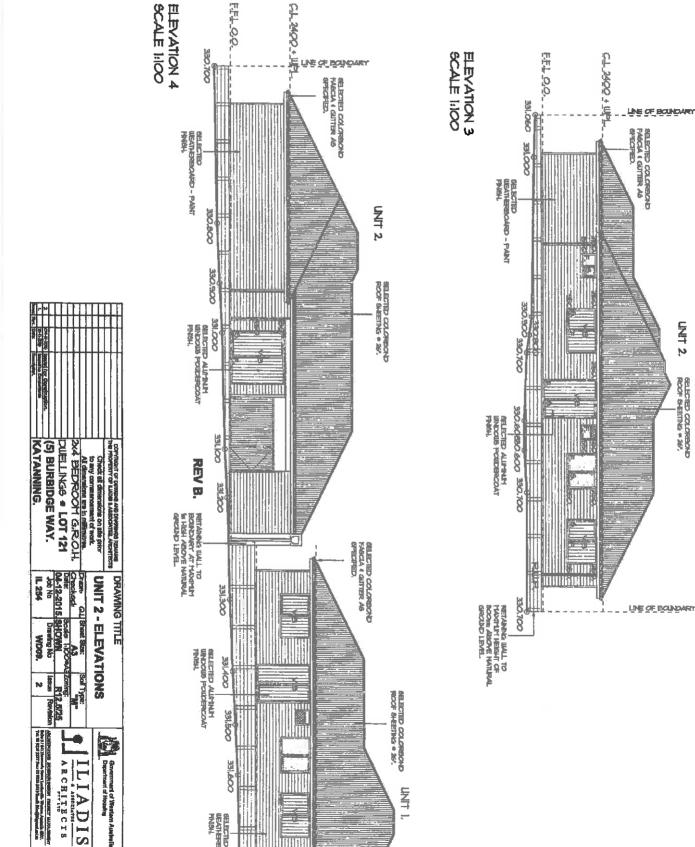
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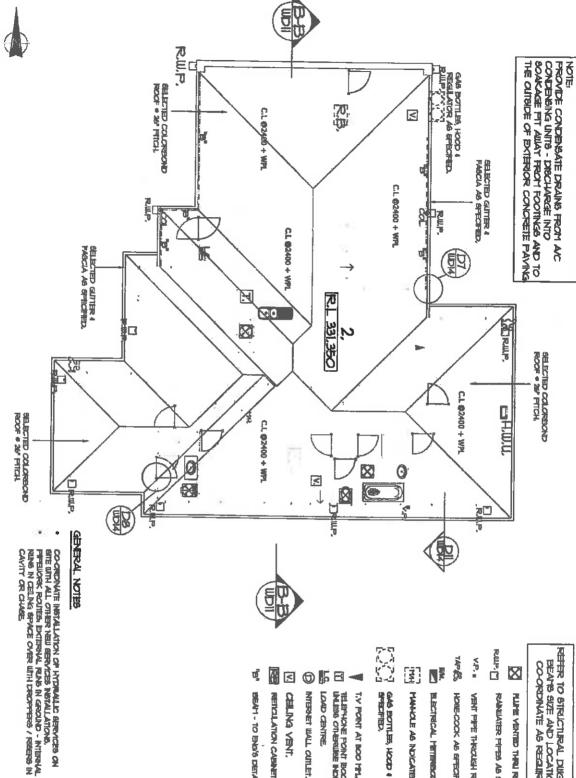


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ROOF SHEETING # 26".

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SCALE 1:100



# ROOF PLAN LEGEND.

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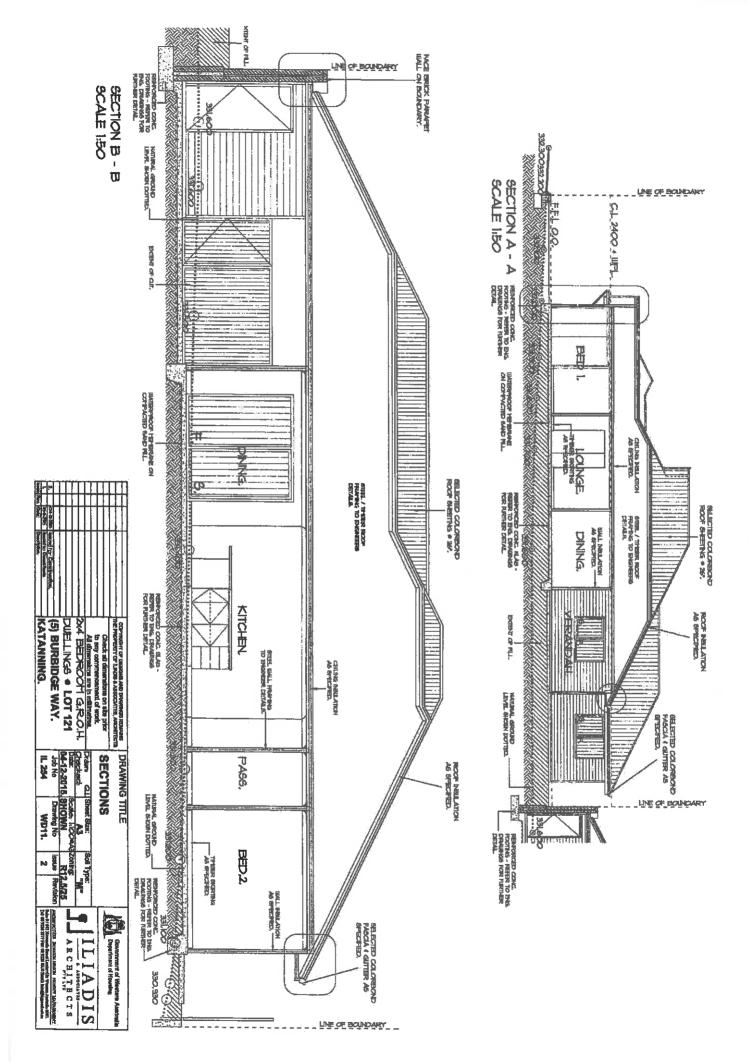
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DRAWING TITLE DUELLINGS . LOT 121 All dimensions are in millimetres.

2x4 EMDROOM G,RO,H. UNIT 2 - ROOF PLAN KATANNING. (5) BURBIDGE WAY. COPYRIGHT OF LEMME AND DRAWNER PERMANES 0 INC. Realey HOCACA Zoning:

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Department of Housing LIADI & AMECCIATES. S

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4	Category	Measure	Retail ·
001	Gross Measure Areas	0.29% !	<b>\$1,</b> 856.25
010	Preliminaries	0.59%	\$3,712.50
015	Insurances	2.00%	\$12,661.60
020	Council Fees	0.73%	\$4,623.62
030	Water Corp Fees	0.05%	\$337.50
040	Siteworks (PS)	5.34%	\$33,750.00
050	Pest Control	0.27%	\$1,687.50
060	Plant & Hire	1.06%	\$6,682.50
070	Retain Walls	2.43%	<b>\$15,381.57</b>
075	Re-inforcement	0.76%	\$4,829.11
080	Concrete Supply	4.71%	\$29,756.25
085	Concretor Labour	1.17%	\$7,425.00
095	Concrete Pump	0.36%	\$2,250.00
100	Sand	0.07%	\$450.00
120	Meter Box	0.05%	\$317.61
150	Timber Door Frames	0.40%	<b>\$2,</b> 533.94
155	Internal Door Frames	0.17%	\$1,070.50
170	Aluminium Windows	3.87%	<b>\$24,4</b> 68.75
200	Framing	4.00%	\$25,312.50
240	Structural Steel	0.71%	\$4,500.00
250	Drains Plumbing	2.85% !	<b>\$18,0</b> 49.50
251	Stormwater	1.78%	<b>\$11,2</b> 50.00
260	Plumbing	3.98%	<b>\$25,1</b> 55.00
271	Roof Cover	2.67%	<b>\$16,875.00</b>
190	External Cladding	0.21% #	<b>\$1,312.88</b>
10	Lock Carpenter	4.91% 5	<b>\$31,0</b> 69.81
20	Electrician	4.95% :	<b>\$31,292</b> .63
40	Insulation	0.98% !	\$6,212.32
60	Gyprock Materials	2.08%	<b>\$13,140.90</b>
61	Gyprock Labour	3.90% •	\$24,668.44
80	Cabinet Maker	3.70%	\$23,400.00
90	Bathroom Ware	0.55% !	<b>\$3,474</b> .55
91	Bathroom Accessories	0.09%	\$560.25
92	Tapware	0.39% •	<b>\$2,4</b> 63.75
00	Screens/Mirrors	0.80% •	\$5,053.50
10	Tile Supply	1.07% !	\$6,750.00
20	Tiles Labour	1.71% •	\$10,800.00
30	Doors	0.36% !	\$2,255.09
31	Door Furniture	0.60%	<b>\$3,77</b> 6.27
50	Mouldings	0.25%	<b>\$1,575.00</b>
60	Shelving	0.09%	\$541.80
70	Fixing Hardware	0.13%	<b>\$84</b> 3. <b>7</b> 5
90	Fixing Carpenter	1.14% !	<b>\$7,17</b> 6.94
20	Appliances	1.57%	<b>\$9,95</b> 8.50
30	Painter	4.06%	<b>\$25,67</b> 2.50
50	Paving Bricks	1.12%	\$7,062.19

660	Paving Labour	1.21%	!	\$7,678.13	
680	Landscape & Fence	3.59%		\$22,725.00	
710	Internal Clean	0.19%	1	\$1,181.25	
720	Site Clean	0.18%	!	\$1,125.00	
730	Maintenance	0.17%	!	\$1,068.75	
740	Contingencies	0.68%	1	\$4,267.96	
760	Miscellaneous	4.66%	5	\$29,475.00	
770	Freight	0.71%	1	\$4,500.00	
900	Overhead - Accounts	2.25%	•	\$14,226.52	
942	Brickwork	11.39%	!	\$72,045.00	
				\$632,289.88	
	GST			\$63,228.98	
	GST			695,519	



## SCHEDULE 6.3.2

## QUALITATIVE CRITERIA Incorporating RELEVANT EXPERIENCE AND TENDERERS RESOURCES

### **MODULAR WA**

Modular WA is a residential and commercial modular construction and manufacturing business located at 31 Challenge Blvd Wangara WA.

Modular WA constructs, delivers and installs modular buildings throughout Western Australia. This includes but is not limited to residential buildings and associated support structures as well as commercial buildings. Modular WA sells its modular buildings to private residential customers, lifestyle village, resort accommodation, private and commercial property developers and the resource and government industry sectors.

Modular WA intends to be recognised as Western Australia's premier supplier of quality, cost and time effective modular building solutions in the residential, commercial and government sectors. Our goal is to increase the acceptance of modular construction methods and expand business opportunities.

### **Mission Statement**

To be recognised as the best in our field. Modular WA will always strive to;

- Provide customer service that is second to none.
- Conduct our business with integrity
- Support local contractors and suppliers
- Manufacture modular buildings to the highest possible level of quality and finish
- Adopt innovative, sustainable and efficient building methods that reduce environmental impact
- Deliver projects both large and small with complete client satisfaction
- Develop an empowered skilled workforce that is motivated to achieve the required outcomes

### **Business Premises**

Modular WA conducts business from a purpose built manufacturing facility located at 31 Challenge Blvd Wangara. It comprises of 12000 sqm of hardstand construction area, approximately 400 sqm of welding and storage shed and 450 sqm of office space including a dedicated showroom and sales office. Situated in the northern suburbs of Perth the location provides access to a large pool of suppliers, trades and employees and easy access to major road transport routes. The premises face Hartman Drive which has high levels of passing traffic and provides excellent exposure.

### **Ownership and Management**

**Ownership Structure:** Modular WA is owned by four shareholders – The Wyllie Group, Wayne McGrath, Errol Davies and Jason Sjoland.

**Board of Directors:** The board of directors of Modular WA includes Todd Morcombe (acting on behalf of the Wyllie Group), Wayne McGrath, Errol Davies and Jason Sjoland. Company secretarial duties are the responsibility of Jason Sjoland.

**Management Team:** The management team at Modular WA has a proven track record of running a successful modular business. Not only do they have a wide range of experience and skills as individuals but more importantly they have worked together as a team for many years in the modular construction and manufacturing industry at senior management levels.

The CEO, Wayne McGrath oversees the operation of the business and has a strong focus on key business development activities. Errol Davies is General Manager overseeing the day to day operations of the business including all construction and manufacturing related activities, HESQ management, sales, design and drafting. Jason Sjoland as Financial Controller is responsible for finance, administration, estimating and scheduling and also provides tender and project management support.

### **Products and Services**

**Products- Residential:** Modular WA offer a large selection of standard home designs over two ranges.

**Urban Living** – the houses are designed to fit onto traditional sized lots, catering for clients who have property anywhere in Western Australia. These architecturally designed homes contain the latest trends and options for both high end and budget specifications. Each design comes with two alternate elevations that cater to a wide range of clients.

Rural Living – The houses are designed for larger country style blocks and farms. With a definite country look and feel, these architecturally designed homes appeal to a wide range of clientele and have two optional elevations and a budget and high end specification.

Commercial Buildings: Modular WA design and construct commercial modular buildings to a client design brief and specification. Modular WA also tender for work including the design and construction of modular buildings such as classrooms, offices, day care centres and accommodation units. Opportunities also exist in the lifestyle/retirement village sector. The market for lifestyle/retirement villages is expected to continue to grow over the next decade as baby boomers continue to move from larger family homes. This will drive the demand for Lifestyle Village accommodation and will present a distinct opportunity for Modular WA. Investment in agriculture continues to gather momentum in WA which is providing opportunities for the supply of worker's accommodation and support buildings.

**Unique selling position**: Clients will be purchasing a home or commercial building from a professional team with over 90 years of combined experience within the modular building industry. Highly knowledgeable and skilled staff are able to supply a product and level of customer service which is second to none. Combined with innovative designs this provides a unique selling point.

Modular WA also offers a comprehensive on site installation solution. This includes the design and management of onsite works and the provision of all services required to provide a turnkey solution. The complete package can include earthworks, service connections, landscaping, fencing and external structures. By offering a complete package to clients, the Modular WA team can add value to the client's experience.

A key part of the vision for Modular WA is to expand opportunities for the use of modular construction methods. Modular WA is committed to developing new and innovative modular building solutions to provide exciting and competitive alternatives to standard on site construction methods.

With a purpose built sales office that contains the very latest in products Modular WA will be able to provide a level of choice to clientele which is second to none within the modular industry.

Modular WA is aiming to be the states premier supplier of modular solutions. We are selling a product that is superior in quality and has an industry leading specification. We provide an experienced and knowledgeable team to help guide and support clients throughout the process. We can and will, in all our business dealings, offer family based values and integrity.

### **Operations**

**Documented Information Management System:** Modular WA operates using a fully integrated and documented Information Management System (IMS). The IMS contains procedures and policies that are used to operate and manage the Modular WA business across the following areas of the operation:

- HSEQ
- Finance
- Sales and Marketing and Business Development
- Contract Administration
- Operations and Construction
- Human Resources
- Drafting and Design
- Procurement and Scheduling Policies and Guidelines
- Estimating and Tender Preparation Guidelines

**Business Management System (IT):** The Modular WA business makes use of the Databuild building management program which manages all accounting, estimating, payroll and price book functions. Onsite Companion is also used to manage the CRM, scheduling and internal workflow management processes. An additional piece of software, Client Manager handles client quoting and the contract variation process.

All design and drafting is done using Revit software. Revit is a powerful and innovative drafting software package and provides the tools required to prepare not only working plans and drawings but to also facilitate the sales process by being able to produce 3D renders of the houses and buildings being designed in house for our prospective clients.

**Production process:** Construction of buildings takes place in the Wangara manufacturing facility. The buildings are then transported to site where complexing and final items are completed. Subcontract labour is used to construct buildings both in the yards and onsite. Close supervision of construction activities is maintained both in the yard and onsite using experienced and qualified building supervisors.

Safety: Modular WA applies stringent standards of safety to all of its construction sites and workplaces. All personnel entering Modular WA sites need to provide evidence of white card construction safety qualifications and must provide verification of competency in their respective trade or work discipline. This includes high risk training for high risk work such as working at heights and forklift operation. Modular WA has established an Integrated Safety Management Plan to ensure compliance with all relevant Occupational, Health and Safety legislation.

**Quality control:** All buildings are subject to strict quality controls. Construction of all homes and buildings takes place in a controlled manufacturing environment with close supervision combined with a rigorous ITP process. Homes and buildings are 98% completed in the manufacturing yard and final items are completed onsite. An onsite installation supervisor supervises the final components of construction onsite and manages the handover process with clients.

Environmental/resource impacts: Modular WA is committed to minimising the impact of its operations on the environment and to the overall reduction of waste that is disposed of through dumping at landfill sites. Modular WA recognises that waste is best reduced or avoided at the point of production and we also recognise the need to develop strategies for re-using and recycling those wastes. Inevitably some waste needs to be disposed of to landfill, but this is recognised as a last resort which needs to be carried out in an environmentally effective and efficient manner. Modular WA will in the first 12 months of operation undertake a period of assessment to determine the amount of waste that is passed to landfill. On completion of that assessment targets will be set to measure, control and potentially reduce the amount of material that passes to landfill.

Strategies that Modular WA will utilise to ensure minimal environmental impact include:

- Engage with waste service providers who have adequate recycling services and carry industry accreditation
- Store all materials in a manner that reduces their potential release to the atmosphere, soil or water
- Design buildings to comply with, and if possible exceed, the relevant BCA Energy and Water Efficiency standards.
- Use construction methods which minimise wastage.
- Increase the re-use and recycling of building waste.
- Support local government efforts to improve the efficiency and effectiveness of waste management.

**Memberships and Affiliations**: Modular WA is a member of both the HIA and MBA. These organisations provide support on a number of levels including legal and marketing support, training and product development. The MBA in particular runs a Modular Building Committee which is focused on the strategic development of modular construction methods and products.





SCHEDULE 6.4.5

PRICING SCHEDULE

## **Pricing Schedule**

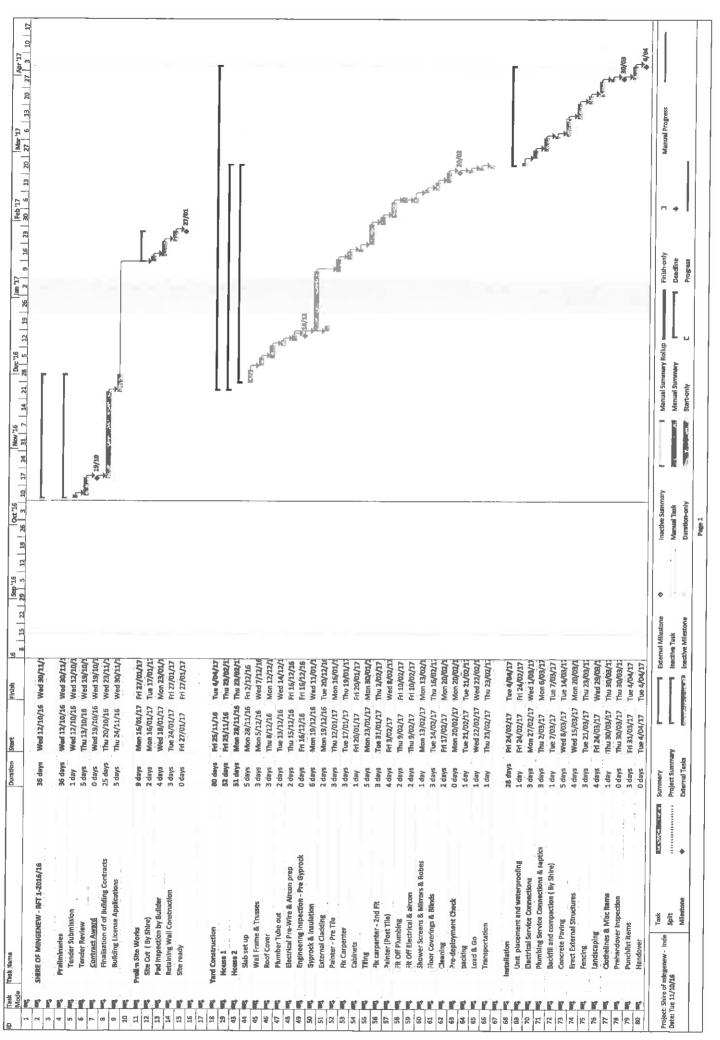
ite m		Price (Ex GST)		ST Component	Price (Inc GST)
Design & Concept	\$	3,182	\$	318	\$ 3,501
Preliminaries	\$	46,920	\$	4,692	\$ 51,612
Site Works (To be completed by Shire)	\$	-	\$		\$ -
Connection to Utilities	\$	13,340	\$	1,334	\$ 14,674
Construction	\$	210,720	\$	21,072	\$ 231,792
Fixtures & Accessories	\$	52,107	\$	5,211	\$ 57,318
House Transport & Installation ***	\$	18,704	\$	1,870	\$ 20,574
Provisional Sum for Concrete Paving	\$	16,799	\$	1,680	\$ 18,479
Provisional Sum for Retaining	S	27,600	\$	2,760	\$ 30,360
Provisional Sum for Septic Systems	\$	19.575	\$	1,958	\$ 21,533
	\$		S		\$ -
Totals	\$	408,947	\$	40,895	\$ 449,842

<sup>\*\*\*\*</sup> refer to covering letter for clarification of delivery and installation options

## **Options Schedule**

<b>Item</b>		Price (Ex GST)		GST Component		Price (Inc GST)	
Fuji Plant & Irrigation Waste Water management system in lieu of Standard septic tank and leach installation	\$	11,946	\$	1,195	\$	13,141	
Crane buildings into site ***	\$	21,388	S	2,139	\$	23,526	
Provisional Sum for Landscaping	\$	12,650	\$	1,265	\$	13,915	
Provisional Sum for Fencing	\$	9,683	\$	968	S	10,651	
Totals	\$	55,667	\$	5,567	\$	61,234	

<sup>\*\*\*\*</sup> refer to covering letter for clarification of delivery and installation options





**SURVEYS** 

### ADDENDA TO SPECIFICATION

**Phone Home:** JOB No: Phone Work: 9928 1102 Client: SHIRE OF MINGENEW Mobile: Site: LOT 43 KING STREET, MINGENEW 1) This selection should be read in conjunction with the General Specification for full details **SPECIAL** 2) Details contained herein take precedence over the General Specification, with Variations to Contract NOTES dated later than this document taking precedence thereafter THE SELECTIONS AND CHANGES CONTAINED WITHIN THIS DOCUMENT ARE CONSIDERED FINAL AND **NO FURTHER VARIATIONS WILL BE ACCEPTED PRELIMINARIES DEPOSITS/FEES TO SHIRE Kerb Bonds** No Allowance **APPROVALS** No Allowance **Planning Approval** By Builder **Building Approval Water Corporation** By Builder No allowance for Water Corporation Headworks Fees Septic System Approval Provisional Sum Allowance - Refer 'Pricing Schedule' for details of works. No Allowance **Demolition Approval INSURANCES Home Owners Indemnity** By Builder **TERMITE TREATMENT** 2 Refer 'Modular Framed Construction' By Builder Specification for further details **MATERIALS** Refer 'Modular Framed Construction' Specification for further 3 details SITE ALLOWANCES No Allowance for siteworks - By client SITE PREPARATION Refer 'Pricing Schedule' for details of works **ONSITE PLUMBING** Refer 'Pricing Schedule' for details of works **ONSITE ELECTRICAL** Provisional Sum Allowance - For power run in to a maximum run of 10m. Assumed position of power dome centred between the 2 proposed buildings. No allowance for installation of power dome. Contour survey and soil report to be provided by client.

> Owner Initial..... Owner Initial.....



### ADDENDA TO SPECIFICATION

JOB No:

Client: SHIRE OF MINGENEW

Site: LOT 43 KING STREET, MINGENEW

Phone Home:

Phone Work: 9928 1102

Mobile:

5 CONCRETE FLOOR

Concrete Footings (std)

Additional Footings as per Engineer

Footings and slabs to Engineers Specification.

Ø600 x 150 high concrete rings

Footings based on 'A' or 'S' class site only. Additional costs will

be incurred if a different classification.

6 FRAMES

Steel Wall Frames

External Door Frames
Sliding Door Frames
Internal Door Frames

Refer to General Specification
As per Engineers design specifications

Hardwood timber with double rebate

Aluminium supplied as per Window Manufacturer

10 bend Deluxe metal profile

7 ROOF STRUCTURE

Steel Roof Frame Structure Eave Linings Refer 'Modular Framed Construction' Specification for further

details

As per Engineers design specifications 4.5mm Hardiflex with plastic joint strips

8 EXTERNAL

Note: Fibre cement product screw holes are not filled

**EXTERNAL WALL CLADDING** 

Dado cladding (upper)

Colour to be Selected:

Dado cladding (lower)

Colour to be Selected:

Entry Door Frame Colour:

Entry Door Colour:

BGC 230mm Duraplank Smooth Boards (std)

**TBA Builders Standard Range** 

0.47 Corrugated Colorbond (std)

TBA Builders Standard Range

**TBA Builders Standard Range** 

TBA Builders Standard Range

**ROOF CLADDING** 

Type

Colour to be selected:

.47 Corrugated Colorbond
TBA Builders Standard Range

**GUTTERS** 

Type

Colour to be selected:

Colorbond Slotted Settlers
TBA Builders Standard Range

**FASCIA AND BARGE** 

Type

Colour to be selected:

.60 Colorbond

**TBA Builders Standard Range** 

**DOWNPIPES** 

Run to above ground line for connection

to storm water disposal

Type:

Colour to be selected:

90x45mm Colorbond

**TBA Builders Standard Range** 

Owner Initial...... Owner Initial.....

9108



### ADDENDA TO SPECIFICATION

JOB No: **Phone Home: Client: SHIRE OF MINGENEW** Phone Work: 9928 1102 Site: LOT 43 KING STREET, MINGENEW Mobile: 9 **INTERNAL LININGS INTERNAL WALL LININGS** Refer 'Modular Framed Construction' Specification for further 10mm Plasterboard with external corner beads Wall linings Shower wall linings 9mm water resistant FRC lining board to shower walls Wet area wall linings 10mm wet area plasterboard to bathroom, ensuite, WC and laundry trough walls **INSULATION** 9a **Builders Blanket** R1.3 50mm builders blanket to underside of the roof decking over internal floor area (std) **Roof Area Ceilings** R3.0 insulation to internal roof area ceilings (std) **External Walls** R2.0 insulation batts to external walls (std) Perforated Anti-glare foil to external walls (std) Foil to external walls Other: Location: **CEILINGS** 10 10mm Plasterboard **Ceiling Lining** Ceiling height to main house area Ceilings to main areas at 2400mm unless otherwise specified Cornice Type 55mm coved cornice **Recessed Ceilings** Not applicable Not applicable Location: 11 WINDOWS AND DOORS Sliding aluminium with key locks as per plan. Keylock handles to all sliding doors Colour to be selected: **TBA Builders Standard Range** Satinlite Obscure windows Type Bathroom and WC **Obscure windows Location SCREENS** Diamond Grille with Tuff mesh To sliding sash only of all windows and sliding doors. **FLYDOORS** Diamond Grille with Tuff mesh To entry door

Owner Initial...... Owner Initial.....



### ADDENDA TO SPECIFICATION

JOB No: **Phone Home: Client: SHIRE OF MINGENEW** Phone Work: 9928 1102 Site: LOT 43 KING STREET, MINGENEW Mobile: 13 **EXTERNAL DOORS EXTERNAL ENTRY** M&B 'Designer' range, paint grade solid, routed one side only. TBA Builders standard range **Internal Doors** Note: Gap between door and floor shall be approximately 20mm above concrete floor. Internal Doors Redicote flush panel (Std) (Location): **DOOR STOPS** Door buffers to all internal doors Mushroom stops to all external swinging doors **DOOR FURNITURE Entry Door Furniture** Gainsborough Ambassador Lever Colour to be selected: TBA Builders standard range **Entry Deadlock** Gainsborough 545 single cylinder deadlock Colour to be selected: TBA Builders standard range Internal doors Gainsborough Ambassador Lever Colour to be selected: TBA Builders standard range **Privacy Sets** To bathroom Cavity Slider Furniture Gainsborough 395SCS circular privacy set Location To WC Gainsborough 396SCS circular passage set Location To Laundry 14 **MOULDINGS** Window Reveal Linings Flush plasterboard to all wet areas and internal windows (std) **Skirting Boards** 66 x 18 Splayed Profile **SHELVING Pantry** 4 x Melamine shelves Linen 4 x Melamine shelves Robes Single melamine shelf and rail



**Handles Position** 

### ADDENDA TO SPECIFICATION

**Phone Home:** Phone Work: 9928 1102 Client: SHIRE OF MINGENEW Site: LOT 43 KING STREET, MINGENEW Mobile: See Tile Selection sheet for cabinet door and 15 **CABINETS** benchtop colour selections. Note: Benchtop height to be between 750mm - 850mm **KITCHEN** Laminate Benchtop Profile 40mm thick substitute square form (6mm radius) **End panels** Laminate pre-finished board to match door facing colour Door facings Laminate pre-finished board with ABS edging to all edges Bank of small drawers As detailed on plans **Kickboards** As per Tile Selection sheet Freestanding opening as per plan dimensions. Stop cock and single Dishwasher Recess GPO to dishwasher recess by Builder. Dishwasher supplied and installed by Owner after handover unless otherwise specified in the Addenda. Soft closers to all door and drawers Soft closers **Handles Type and Colour** TBA Builders standard range Vertical **Handles Position BATHROOM** 40mm thick substitute square form (6mm radius) **Benchtop Profile** Door facings Laminate pre-finished board with ABS edging to all edges Tiled kickboards **Kickboards** Small bank of drawers Not applicable Soft closers to doors only Soft closers Handles Type and Location TBA Builders standard range **Handles Position** Vertical **LAUNDRY Benchtop Profile** 40mm thick substitute square form (6mm radius) Laminate pre-finished board with ABS edging to all edges Door facings Tiled kickboards **Kickboards Soft Closers** Soft closers to doors only Handles Type and Location TBA Builders standard range

Owner Initial.....

Vertical

Owner Initial.....



JOB No: **Phone Home: Client: SHIRE OF MINGENEW** Phone Work: 9928 1102 Site: LOT 43 KING STREET, MINGENEW Mobile: 16 **PLUMBING FIXTURES: KITCHEN** Sink make and model Clark 'Punch' 1200mm inset double end bowl LHS or RHS drainer **RHS Drainer Sink Tapware** Classico Sink Mixer (51093) **Tapholes** 1 taphole **BATHROOM** Vanity make and model White vitreous china Caroma COSMO 1428.1 compliant semi recessed basin with chrome plug washer Vanity Tapware Caroma ACQUA care basin mixer **Tapholes** 1 taphole **Hobless Shower** Hobless shower recess (std) **Shower Tapware** Classico mixer with moda rail HS205 **ACCESSORIES Grab Rails** Stainless steel grab rails to WC and bathroom as shown on plans Soap holder Star soap dish (86995) **Towel Rail** Star single 900mm towel rail (86999) WC's Toilet roll holder Star toilet roll holder (86993) **Toilet Suite** Caroma COSMO sovereign care toilet suite 4.5/3 dual flush with concealed trap. **LAUNDRY** Trough make and model Everhard Benchline 45L stainless steel inset cabinet **Trough Tapware** Classico Sink Mixer (51093) **Tapholes** 1 taphole **WM** Recess Tapware Star laundry set **WM Recess Taps Location** On wall above WM recess **FLOOR WASTE** Square chrome (std) **GARDEN TAPS** Location As detailed on plans **GAS FITTINGS** Based on medium to high gas pressure Type **LPG Fitting** To HWS and hotplate

Note: No allowance for supply of LPG bottles.



JOB No: Phone Home: **Client: SHIRE OF MINGENEW** Phone Work: 9928 1102 Site: LOT 43 KING STREET, MINGENEW Mobile: **APPLIANCES** 17 Hot Water Unit Bosch 26L Professional Plus instantaneous Gas high flow system. Oven Fisher and Paykel 'Elba' OB60SC5LCX1EL 60cm electric oven (std) Hotplate Fisher and Paykel 'Elba' CG604LWFX2 60cm gas hotplate (std) Fisher and Paykel 'Elba' HC60PLX4 60cm canopy rangehood (std) Rangehood Not applicable Dishwasher **GLAZIER** 18 **BATHROOM** Not applicable **Shower Screen Doors** Shower Screen Frame Colour TBA Builders standard range Shower Screen Glazing TBA Builders standard range 1.0m high above vanity mirror type Framed (std) Mirror Screen Frame Colour TBA Builders standard range **SLIDING ROBES** 19 Location Bed 1 and Bed 2 Frame Colour TBA Builders standard range **Door Colour** TBA Builders standard range Prime cost allowance of \$44.00m 2 retail for supply of **WALL AND FLOOR TILES** 20 floor and wall tiles. Maximum tile selection size of 300x300 to wet areas and 450x450 to main floor areas (if applicable). **WALLS:** 400mm above kitchen bench (std) 1 course of skirtings to wet areas 1 course above vanities and basins 400mm above trough and WM 2000mm high tiling to showers **EXTERIOR FLOOR TILES** Non slip rated porch tiles to porch and alfresco FLOORS: To all wet areas as detailed on plans



JOB No: Phone Home: Client: SHIRE OF MINGENEW Phone Work: 9928 1102 Site: LOT 43 KING STREET, MINGENEW Mobile: 21 **ELECTRICAL** Light switches and power points to be white. Light switches and power points at 1.0m AFL **Power Source** Single phase supply with RCBO trip safe earth leakage and short circuit/overload protection to every circuit. Meter Box 450x450 galvanised metal painted to match residence **LIGHT FITTINGS** LED oyster lights as per plan (std) Ø310mm Warm White SO3700/30L LED oyster light LED oyster lights as per plan (std) Ø390mm Warm White SO3700/30L LED oyster light Additional lights as per plan Crompton T8 diffused batten Alfresco Location: LED external wall lights (std) Carlton exterior small round LED bunker light **POWER POINTS** Double GPO's as per plan As detailed on plans Single GPO's as per plan As detailed on plans Double weatherproof GPO (std) as per plan As detailed on plans **EXHAUST FANS** Location: **Bathroom** Inline exhaust fan with backdraft dampner and flued externally WC's Inline exhaust fan with backdraft dampner and flued externally Television points Location Tv coaxial point to Living TV Antenna UHF digital aerial or equivalent depending on location **Telephone Point** As detailed on plans **Foxtel Provision** Location To Living **NBN Provision** Allowance for wiring only for client supplied and installed NBN connection



JOB No:			Phone Home:
	SHIRE OF MINGENEW		Phone Work: 9928 11.02
	LOT 43 KING STREET, MINGEN	IEW	Mobile:
	Data Points		***************************************
	Loca	ation	Allowance of 3 points. Location to be determined by client
	Wiring Provision		Allowance for wiring only for client supplied and installed security system
	Smoke Alarms as per plan		Hardwired with battery back up
	Air-Conditioning  Type		Note: Final Installation and connection of external units onsite by Builders contractor.  Fujitsu 2.5HP 6.0kW unit
	Loc	ation	To Living
22	PAINTER		Note: Allowance of 2 colours for external wall claddings and eaves linings. Allowance of 1 internal wall colour. Door jambs architraves and skirtings to be done in the same colour.  Different percentage is allowable for no extra cost.
	INTERNAL PAINT COLOURS		Colours to be chosen to reflect the needs of the occupant Visually impaired occupants may require darker floor coverings, lighters walls, darker door frames and lighter doors.
	LIVING		TBA Builders standard range
	KITCHEN		TBA Builders standard range
	DINING		TBA Builders standard range
	ENTRY		TBA Builders standard range
	PASSAGES		TBA Builders standard range
	BED 1 BED 2		TBA Builders standard range TBA Builders standard range
	BATHROOM WC's		TBA Builders standard range TBA Builders standard range
	LAUNDRY		TBA Builders standard range
	CEILING & CORNICE COLOUR	<b>₹</b>	Flat White ceiling paint throughout
	DOORS, FRAMES, REVEALS E	TC Colour:	TBA Builders standard range
	SKIRTINGS	Colour:	TBA Builders standard range



JOB No: **Phone Home:** Client: SHIRE OF MINGENEW Phone Work: 9928 1102 Site: LOT 43 KING STREET, MINGENEW Mobile: **EAVES LINING** Colour to be selected: **TBA Builders Standard Range** 23 **WINDOW TREATMENTS** Type Vertical Blinds Colour TBA Builders standard range Location Throughout except wet area windows 24 **FLOOR TREATMENTS** VINYL Type Trevors Easy Fit Vinyl Planking Colour TBA Builders standard range Location Living, dining, kitchen, passages, beds 1 & 2 25 **ONSITE WORKS EXTERNAL STRUCTURES** Shadow Grey to underside of exposed roof sheets. Fixed and installed to manufacturers specifications. Type **Carport and Shed Roof Colour TBA Builders Standard Range Gutter Colour TBA Builders Standard Range** Posts, Trusses, Rafters and Purlin colours **TBA Builders Standard Range** Floor Type Provisional Şum Allowance - Refer 'Pricing Schedule' for details of works. By Owner or Builder By Builder **FOOTINGS** Footings to be poured onsite with external concrete floors. By Builder **FENCING** Provisional Sum Allowance - Refer 'Pricing Schedule' for details of Type 1.8m high Colorbond post and rail fencing Location To rear, dividing fence and RHS of property Colour TBA Builders standard range **RETAINING** Provisional Sum Allowance - Refer 'Pricing Schedule' for details of

Supply and install retaining wall to rear and RHS of property

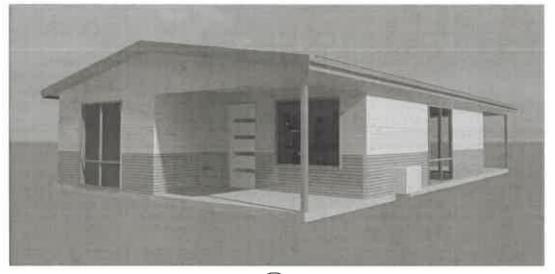
works.



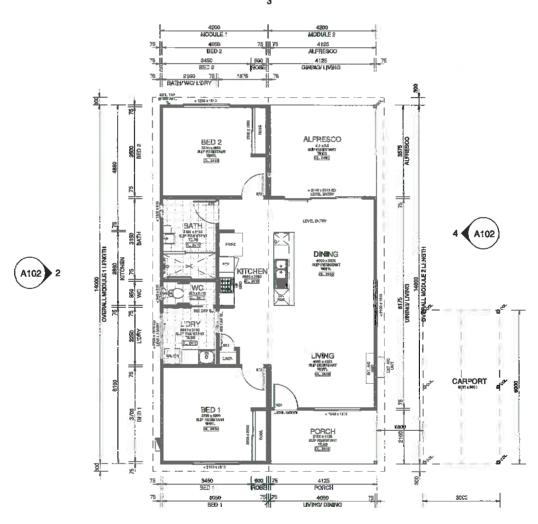
JOB No:		Phone Home:
Client:	SHIRE OF MINGENEW	Phone Work: 9928 1102
Site:	LOT 43 KING STREET, MINGENEW	Mobile:
	GRANO AND/OR PAVING	<b>Provisional Sum Allowance</b> - Refer 'Pricing Schedule' for details of works.
	By Owner or Builder	By Builder
	Туре	100mm grey grano with F63 mesh to carport, driveway and 1.0m wide path to perimeter
	Туре	150mm grey grano with F63 mesh to crossover
	LANDSCAPING	Provisional Sum Allowance - Refer 'Pricing Schedule' for details of works.
		Supply and install plants, kerbing, mulching, reticulation and
		lawn as per plan. To be confirmed with client.
	SEPTIC SYSTEM	Provisional Sum Allowance - Refer 'Pricing Schedule' for details of works.
		Supply and install septic system
26	MISCELLANEOUS	
	CLEANING	Note: All excess building materials and waste to be removed
		from site by Builder
	Basic internal clean in yard prior to delivery	By Builder
	Final external and internal clean onsite	By Builder
	SKIP BIN	
	Minimum 3m <sup>3</sup> waste bin onsite at time of	
	arrival of housing components	By Builder
	SITE TOILET	Note: Owner to provide an onsite WC prior to the residence
		arriving onsite.
	CLOTHESLINE	By Builder



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JOB No:		Phone Home:
Client: SHIRE OF MINGENEW		Phone Work: 9928 1102
Site: LOT 43 KING STREET, M	INGENEW	Mobile:
Signed:		
Owner		Owner
Signed by Builder	***************************************	Date







FLOOR PLAN SCALE 1:100



PROPOSED RESIDENCE FCR:			REVISIONS	JOS No.	XX	
Independent Living Unit	DATE:	REV:	DESCRIPTION:	DATE:	0/10/2018 4:00:28 PM	Marwa Marwa
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	-	+ +		CHECKED:	XX	T: 08 64540919 F: 08 64540918
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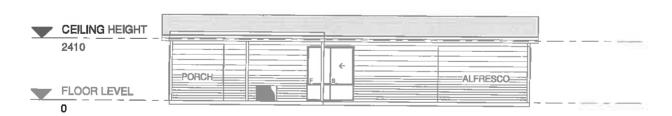
### ELEVATION 1 SCALE 1:100



### ELEVATION 2 SCALE 1:100



### ELEVATION 3 SCALE 1:100



### ELEVATION 4 SCALE 1:100

PROPOSED RESIDENCE FOR:		REVISIONS	JOB No.	XX	<i>→</i>
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			CHECKED:	Chader	T: 08 64540919 F: 08 64540918
Copyright.			REVISION	Α	W: modularwa.com.au e: sales@modularwa.com.au
Use figured dimensions in preference to applied, All dimensions to be verified and checked on the job.		9120	SHEET	A102	Builders reg # 101630

### ELECTRICAL LEGEND



CEUNS LECUSHI DYSTERRITTING



18W FLUCRESCENT LIGHT



WALL LIGHT



SINGLE SWITCHING POINT



TRIPLE SWITCHING POINT EXHAUST FAN



ISOLATION SWITCH



SINGLE GPO DOUBLE GPO



EXTERNAL WEATHER TROOF



ROPAUSE THE FEMOLE OF STATES



PHONE/DATA OUTLET



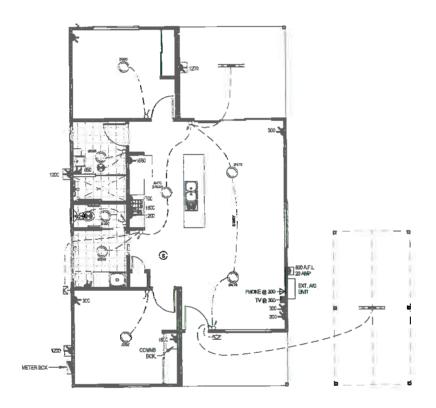
TVOUTLET



HARDWIRED SWOKE DETECTOR



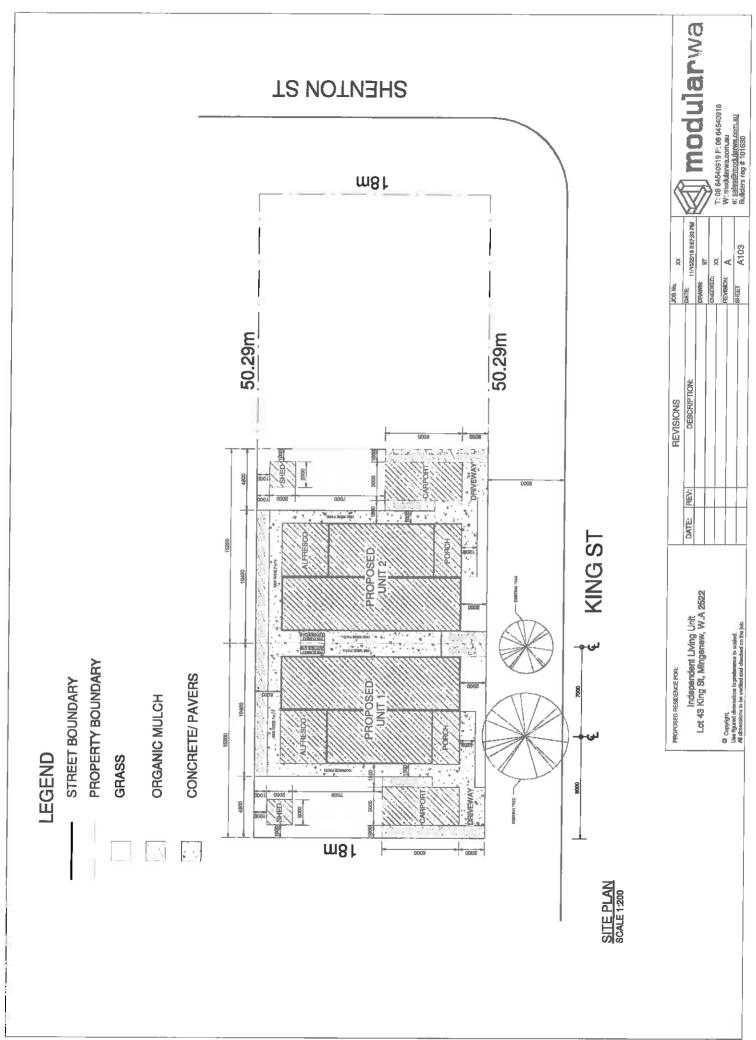
NETSR BOX



# ELECTRICAL LAYOUT SCALE 1:100

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DRIVEWAY C CARPORT C EXTERNAL C

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# Mingenew Age Care

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\* Above schedule is an estimate only, based on a 5.5 day working week

### SKILLS AND EXPERIENCE OF KEY PERSONNEL

AEC's key personnel bring a combined 85 years of remote building experience throughout Western Australia.

### MANAGING DIRECTOR - KARL PLUNKETT

Karl Plunkett, a registered builder and owner and Managing Director of AEC, has over 35 years of experience in development and construction in WA. He has been the visionary and momentum behind many significant developments including Derby's first planned residential estate, Ashley Grove. Recent projects include two block development in Broome's Six Season consisting of 37 unit sites. Development of affordable and GROH housing in the North West, as well as Carnarvon, Morawa & Katanning. During 2015-16 AEC completed a \$5.5 million renovation project at Cable Beach Club Broome. In 2015, Karl developed a modular housing system called WABI that is capable of meeting the stringent demands of remote environments. AEC has recently signed a manufacturing agreement with WA's award winning builder/manufacturer Fleetwood, who will be the key manufacturers of the WABI product.

# CRAIG WATERS, SENIOR PROJECT MANAGER & OCCUPATIONAL HEALTH AND SAFETY SPECIALIST

Craig has a dual role with AEC as Senior Project Manager and OH&S specialist. Currently, he is managing the completion of the \$5.5 million Cable Beach Renovation and Building project. Additionally, he is responsible for the development of all Site Safety Management Plans, Risk Assessments and their implementation. Hi is responsible for inspecting and evaluating our workplace environments, equipment and practices to make sure our employees are compliant with WA's safety regulations.

### NICK PARISH - PROJECT SUPERVISOR/PURCHASING OFFICER

Nick develops and ensures the timely implementation of AEC's project schedules. He is involved in the set-up of estimates, the budgets and the construction timetable for clients and assists with the development and implementation of the construction strategy. Nick has extensive experience working in regional areas as a site supervisor.

### WING HING CHONG, ARCHITECT

Wing Hing Chong is our resident qualified architect who heads up the Openhouse Designs team. With over 12 years' experience in the industry since graduating in 2003, Wing has worked on the full breadth of project types including residential additions, custom homes, multi-residential developments, commercial and cafes. Joining the Openhouse Group in 2013 Wing has successfully delivered design and approvals for single and multi-residential projects in the Broome, Fitzroy Crossing and Halls Creek regions for private and government clients

### LESLEY GUNTRIP - FINANCE MANAGER

Lesley has worked with AEC for over 19 years. She has extensive knowledge in financial management and budget preparation. She has vast experience working together with Government, Shire & private clients do deliver all sizes of housing contracts.

# Roles of the Specified Personnel and their availability during the term of the contract

During the term of the contract the following Specified Personnel will be involved with this project

SPECIFIED PERSONNEL	CONTRACT ROLE	AVAILABILITY
Kari Plunkett	Managing Director, Fremantle/Halls Creek     Work closely with Project Manager and site supervisors to ensure the project is on track time wise and on budget     Administer the build contract	Duration of the project
Craig Waters	<ul> <li>Project Manager,</li> <li>Oversee the delivery of the housing project in the area</li> <li>Management of the site and liaising with subcontractors and DHW on a regular basis</li> <li>Setting high goals for quality of workmanship</li> <li>Monitoring work of all the trades involved</li> <li>Ensure project runs on time and budget</li> <li>Oversee the design is implemented</li> <li>Engage suitable contractors for the project</li> <li>Site reporting and managing Site Supervisors while reporting to the MD of AEC.</li> <li>Working with the Site Supervisor and MD on targets</li> </ul>	Duration of the project
Nick Parish	Senior Project Supervisor & Purchasing Officer Perth/Halls Creek  Undertake all purchasing for the project Provide assistance to Site supervisor and PM as required Provide Indigenous mentoring support where required Assist with ensuring project runs on time and budget	Duration of the project
Wing Hing Chong	<ul> <li>Architect</li> <li>Design housing that is appropriate and meets the needs of the tenants</li> </ul>	Duration of the project
Lesley Guntrip	Finance Manager, Fremantle     Complete all budget requirements     Undertake reporting of finances against the project	Duration of the project

Relevant skills and experience of personnel within the organisation (other than the specified personnel) in performing similar requirements;

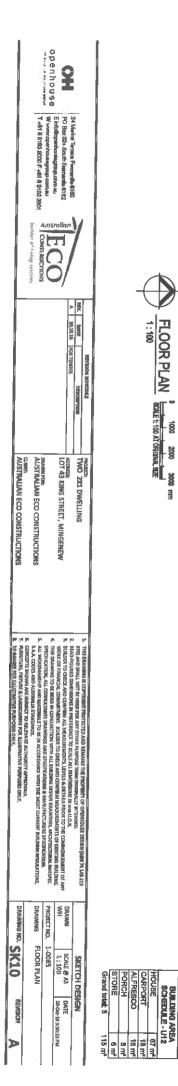
	FINA	NGE
Michelle Simons	In-house Accountant	Qualified Accountant
Emma Czislowski	Accounts/Administration/Sub- contractor Management	Accounts/Administration/Marketing/Contract Management/overseeing the staff accommodation sites in Halls Creek and Katanning.
	INFORMATION:	TECHNOLOGY
Claus Lorenzen	Digital	IT specialist/schedule design
	PROJECT OFFICER	ADMINISTRATION
Donna Plunkett	Special Projects	Research/Indigenous employment/Case Management/Submission Writing

# Contact details of referees for Contracts of a similar nature have been successfully completed;

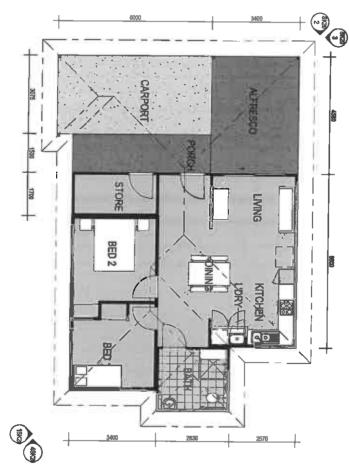
NAME	JOB TITLE	NUMBER
Paul Bullock	Chief Engineer Cable Beach Club Resort & Spa, Broome WA	0427 270 360
Yit Peng Chong	Project Manager Land and Housing Construction Housing Authority (JINGGUL ST HALLS CREEK)	(08) 9440 2353 0419 102 318
Peter Haxby	HRD Construction Management Morawa & Katanning	0433 123 233
Jeff Kealley	Housing Authority Carnaryon 2015	(08) 9222 4885
Giles Tippings	Sales Consultant Ray White Broome, Broome	0408 097 248
Elsia Archer	Shire President, Derby WA Ashely Grove Project, Derby WA	0428 911 161

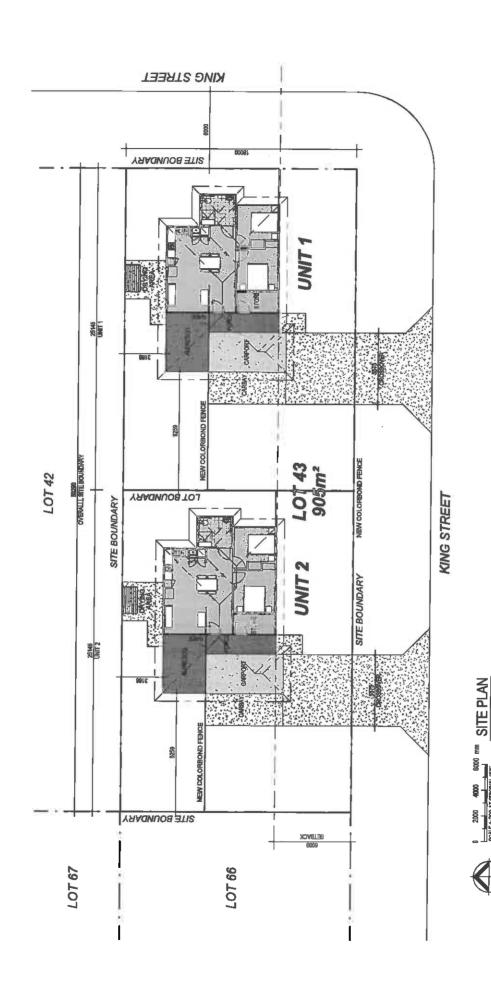
Relevant previous works completed by AEC;

			$\top$	<u> </u>		4	4		<u> </u>		4		
	COMPLETION	OCTOBER 2016	JANUARY 2016	AUGUST 2015	JUNE 2015	DECEMBER 2014	SEPTEMBER 2014	JANUARY 2015	<b>APRIL</b> 2014	JANUARY 2014	DECEMBER 2014	AUGUST 2013	MARCH 2013
	VALUE	\$1,200,000	\$2,700,000	\$1,353,000	\$1,980,000	\$1,535,000	\$3'880'000	\$2,450,000	\$5,225,000	\$3,325,000	\$3,150,000	\$3.600,000	\$5'856'000
	CLIENT	PRIVATE BUYERS	PRIVATE BUYERS	HOUSING AUTHORITY -	SOCIAL HOUSING PRIVATE BUYERS	HOUSING AUTHORITY -	GROH HOUSING AUTHORITY -	GROH PRIVATE BUYERS	HOUSING AUTHORITY -	SOCIAL HOUSING HOUSING AUTHORITY –	GROH HOUISING AUTHOIRTY -	GROH HOUSING AUTHORITY –	SOCIAL HOUSING HOUSING AUTHOIRTY -
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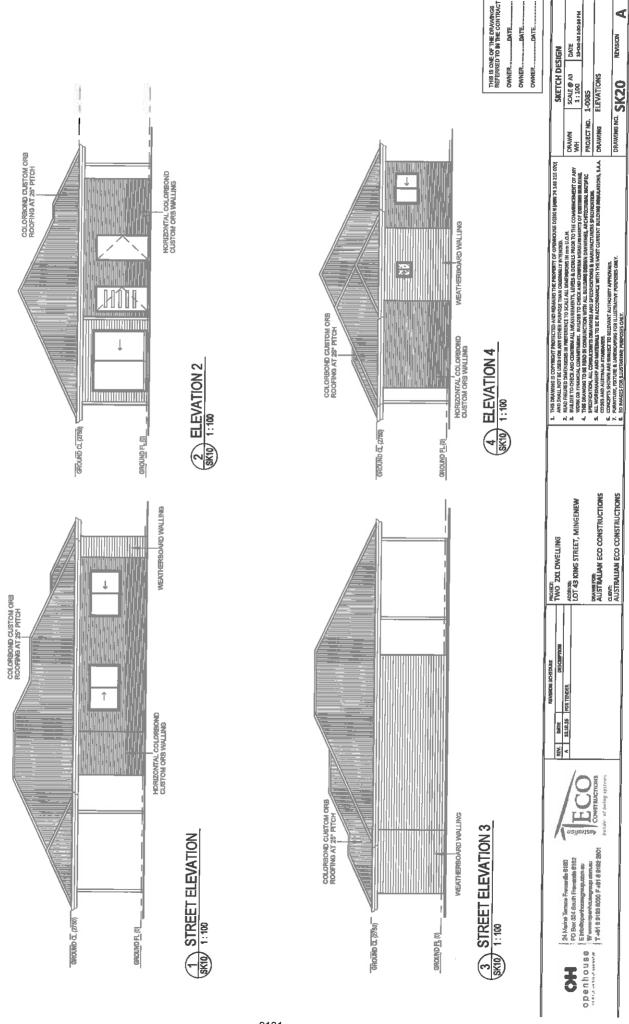












### STANDARD SPEC

JOB No: 1-0085

Rev No: A

**OWNER NAME/S: SHIRE OF MINGENEW** 

SITE ADDRESS: LOT 43 KING ST. MINGENEW



### **CUSTOMER CARE**

- Certificate of Design Compliance
- Shire Building fees included
- HIA lump sum fixed price building contract
- Housing Indemnity Insurance
- 16-week maintenance period

### **EXTERNAL FEATURES**

- Colorbond® Custom Orb Roof
- Colorbond® Horizontal Wall Cladding
- Weatherboard Walling
- Colorbond® custom Orb Roofing to Carport with Steel Columns
- LOSP Pine Roof Trusses with 900mm minimum overhang
- Painting to External Rafters
- Termite Protection
- Standard re-inforced concrete to carport, driveway and crossover
- Standard re-inforced concrete to verandah/patios
- Standard Sliding aluminium windows and doors with Flyscreens
- Gainsborough Door Furniture throughout
- Two Garden Taps
- Electric Storage System (160L 1 bathroom)

	Owner:	Dated:
	Owner:	Dated:
	Builder:	Dated:
TANDARD SDEC		

OWNER NAME/S: SHIRE OF MINGENEW

SITE ADDRESS: LOT 43 KING ST, MINGENEW



### **INTERNAL FEATURES**

- Steel Wall Frames
- Standard Readicote Internal Doors
- Gyprock to Ceilings and walls with Gyprock Reveals
- Painting to all internal walls and ceilings
- Skirting MDF Bullnose
- Built in Robes with shelf and hanging rails
- Vinyl wrap robe Sliding Doors
- Linen Cupboard with 4 shelves
- Tiling to Wet Areas
- Aluminium Tile Moulding
- Partial Wall Tiling to Bathroom
- Quality Vinyl to all living areas, kitchen and bedrooms

### **KITCHEN**

- Kitchen work surfaces will be designed at a comfortable height for people using wheelchairs
- Low level platform, stools and seats for comfort
- Formica cabinets
- Laminated Benchtops
- Soft Close doors and Drawers to Cabinet Work
- Quality Stainless Steel Appliances including:
  - o Electric Cooktop
  - o Electric Oven
- Quality Chrome fixtures & fittings
- Splashback Tiling
- Ceiling Mounted Exhaust Fan in Kitchen

Owner:	Dated:
Owner:	Dated:
Builder:	Dated:

### STANDARD SPEC

JOB No: 1-0085

Rev No: A

OWNER NAME/S: SHIRE OF MINGENEW

SITE ADDRESS: LOT 43 KING ST, MINGENEW



### **BATHROOM**

- Floor Tiling to Bathroom
- Bathroom accessories –Chrome Towel hook and Toilet Roll Holders
- Taps, Vanity, mirror, grab rails, soap holder, toilet pan and shower recess fittings are to be in accordance to AS1428

### **LAUNDRY**

45L freestanding trough to laundry

### **ELECTRICAL**

- 1 x Double GPO per bedroom
- 1 x Double GPO per bathroom
- 2 x Double GPO to kitchen
- 1 x TV point
- 1 x telephone point
- Power as required to oven, dishwasher & fridge
- Ceiling fans to habitable rooms
- Ceiling mounted exhaust fan in kitchen
- 2 x compact fluorescent down lights to each bedroom
- 2 x compact fluorescent down lights to kitchen, living & dining
- 2 x compact fluorescent down lights to bathrooms
- Compact fluorescent down lights to corridors/hallways
- 1 x compact fluorescent down light to laundry
- Smoke alarms as required for compliance
- 2 x wall mounted external lights
- 1 x external double GPO
- Split System Air Conditioning to all habitable rooms
- Technology platform to enable the provision of safety alarms, motion sensor devices, smart home sensors,
   video monitoring, WIFI and 4G etc

Owner:	Dated:
Owner:	Dated:
 Builder:	Dated:

**OWNER NAME/S: SHIRE OF MINGENEW** 

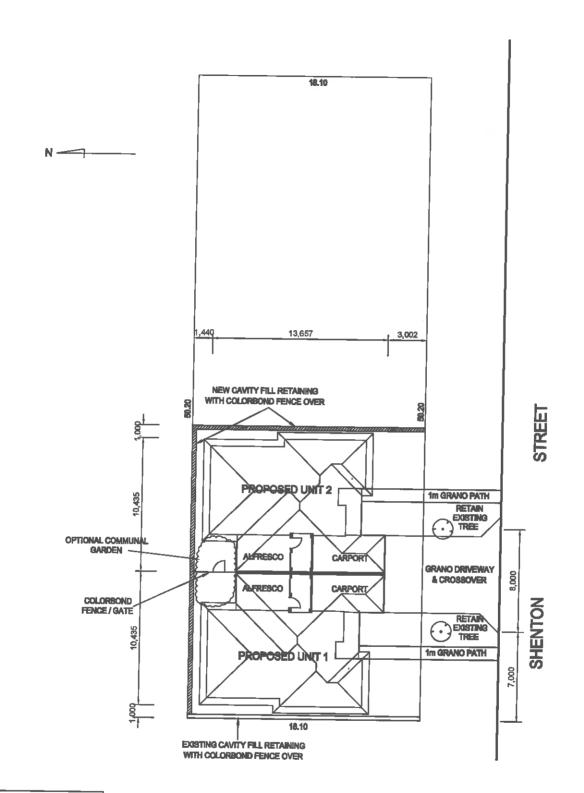
SITE ADDRESS: LOT 43 KING ST, MINGENEW



### SUSTAINABLE FEATURES

- # ALL ECO HOUSES ACHIEVE A 6.5+ STAR ENERGY RATING
- Passive Thermal Design to reduce the need for artificial heating and cooling
- Designed to allow for natural cross flow ventilation. Optimising cross ventilation by well-placed window openings and minimising barriers to air circulation through the interior of the dwelling helps to cool the dwelling, and reduces the need for air conditioning
- Careful design of walls and glazing to maximise access to breeze and light, whilst ensuring shading to all
   walls
- Ceiling Fans to Habitable Rooms
- Compact Fluorescent Light Fittings
- Exterior Shade Structure and extended eaves to limit Solar Ingress
- Ceiling height of 2.7m to provide a greater volume of space for air to circulate
- All Showers, Taps and mixers are 4-5 star WELS rated. Toilets are dual flush and have a 4 star WELS rating
- Appropriate Insulation within roof and walls to reduce heating and cooling requirements: Insulbreak 65 on external walls, Permastop R1.3 to roof with reflective sisalation installed under roof sheeting to all outdoor living areas, R3 Polybatts to ceilings and R1.5 to external walls
- Appropriate Roof colours recommended to reflect the climate cool colours used to allow for minimal heat absorption

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Builder:		Dated:

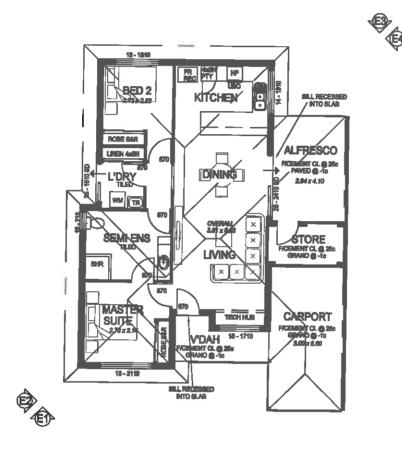


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(COPIES OF THE WRITTEN PERMISSIONS ARE
TO BE PROVIDED TO THE BUILDER PRIOR TO
COMMENCEMENT.)

**CLIENT NOTE:** NO STRUCTURAL CHANGES ARE PERMITTED AFTER 14 DAYS OF SIGNING THE PRELIMINARY AGREEMENT.

	SINCE 1903	NOLLAMARA	SKETCH	CLIENT: SHENTON STREET UNITS	
	PLUNKETT -	TYPE: 2:H BRICK-1/8 BOND	8CALE:1:280	JOB ADDRESS :	
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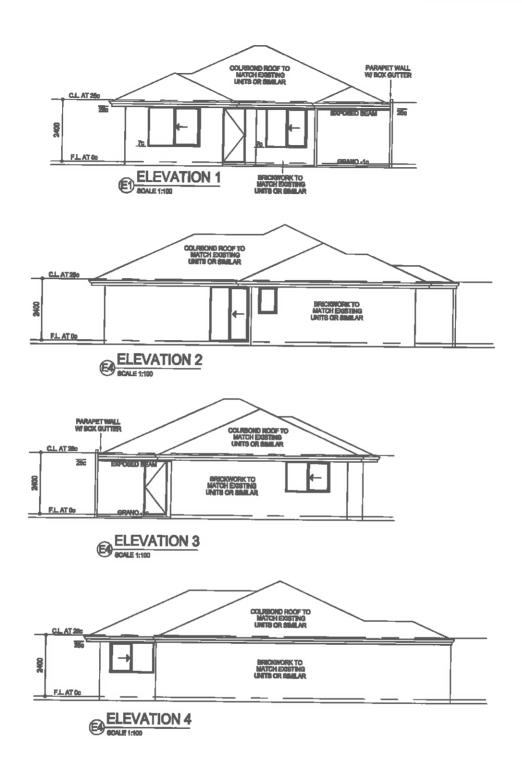
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**CLIENT NOTE:** NO STRUCTURAL CHANGES ARE PERMITTED AFTER 14
DAYS OF SIGNING THE
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### **UNIT 1 FLOOR PLAN**

	HOUSE	An are out	SINCE 1903		MODEL OFFICEIPTION	haar		
	VERANDAH	6.16 m²	31 N C E 1703	A MARIEN (P PLANETT HOME PTYLED		PRAINING INDOMPTION	CLIENT:	
ı	CARPORT	18.64 m²		Minte But Contain Water Plant III Visit For Buttle	NOLLAMARA	SKETCH	SHENTON STREET UNITS	
1	STORE	5.40 m²						
ı	ALFRESCO	12.05 m²	PLUNKETT		TYPE: 24H BRICK - 1/8 BOND	8CALE:1:100	JOB ADDRESS:	
			projects	W 101710	SPECIFICATION : FREEDOM	DRAWN;	LOT 43 KING STREET CNR SHENTON ST MINGENEW	
l	PERIMETER	110.20 m² 40.84 m		1.1	CODE:	DATE:	QUOTE No.	



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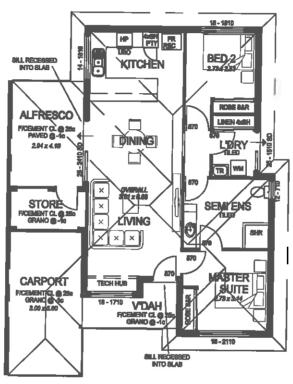
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**CLIENT NOTE:** NO STRUCTURAL CHANGES ARE PERMITTED AFTER 14 DAYS OF SIGNING THE PRELIMINARY AGREEMENT.

### **UNIT 1 ELEVATIONS**

_					
	SINCE 1903 AMERICAN	MODEL DESCRIPTION	DRAHEMS DIRECTOR	CLIENT:	
		NOLLAMARA	SKETCH	SHENTON STREET UNITS	
	PLUNKETT #	TYPE: 2xH BRICK-1/9 BOND	8CALE:1:100	JOB ADDRESS :	
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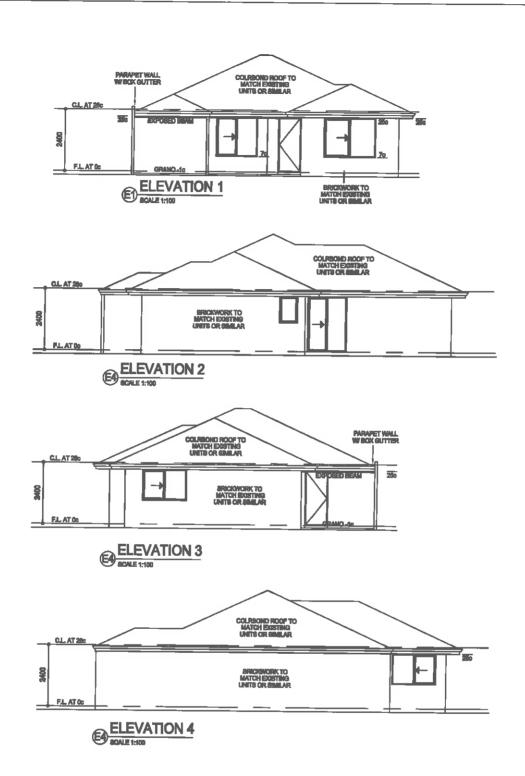
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CLIENT NOTE: NO STRUCTURAL CHANGES ARE PERMITTED AFTER 14 DAYS OF SIGNING THE PRELIMINARY AGREEMENT.

### **UNIT 2 FLOOR PLAN**

HOUSE	80.55 m²	SIN	CE	19(	3	ADDRESS	MOBIL DESCRIPTION	DRANGE BENCH TION	CLIENT	
VERANDAH	6.16 m²	1				A AMERICAN (P PLANE T) THE EAST PTY LED	1	1	SHENTON STREET UNITS	
CARPORT	10.64 m²	1 4				State and State	NOLLAMARA	SKETCH	SHENTON STREET UNITS	
STORE	8.40 m²									
ALFRESCO	12.05 m²	DII	TAT	<b>1</b> /1		T ===	TYPE: 24H BRICK-1/8 BOND	SCALE: 1:100	JOB ADDRESS:	
					oroi:	OCIS MICHINA	SPECIFICATION : FREEDOM	DRAWN:	LOT 43 KING STREET CNR SHENTON ST MINGENEW	ĺ
TOTAL AREA	119,00 m²								MILAGEMENA	
PERMETER	40.84 m	REPRESENT	20 W/AV		1	A STATE	CODE:	DATE:	QUOTE No.	



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COMMENCEMENT.)

CLIENT NOTE: NO STRUCTURAL CHANGES ARE PERMITTED AFTER 14
DAYS OF SIGNING THE
PRELIMINARY AGREEMENT.

### **UNIT 2 ELEVATIONS**

SINCE 1903	MODEL PROCESTION	DRATIBLE SUSCIENTION	CLIENT:	_
	NOLLAMARA	SKETCH	SHENTON STREET UNITS	
PLUNKETT #	TYPE: 26H BRICK-1/8 BOND	8CALE:1:100	JOB ADDRESS:	
projects	SPECIFICATION : FREEDOM	DRAWN:	LOT 43 KING STREET CNR SHENTON ST MINGENEW	
	CODE:	DATE:	QUOTE No.	

T 08 9921 8835 08 9921 8836 plunketthomes.com.au domainbyplunkett.com.au

# **Price Schedule**

RFT 1-2016/17

With reference to clause 6.4.5:



TRADE	TOTAL
DESIGN & CONCEPT PLAN	\$3,913.04
PRELIMINARIES	\$28,546.60
SITE WORKS	\$24,456.52
RETAINING WALLS	\$26,767.78
PLUMBING (INCLUDING FIXTURES)	\$54,712.84
ELECTRICAL	\$19,179.27
CONCRETE / PAVING	\$35,241.34
BRICKWORK	\$52,530.06
CARPENTRY / JOINERY	\$83,108.68
ROOFING	\$19,397.31
PLASTERING / CEILINGS	\$22,651.09
FINISHING ITEMS	\$21,455.90
PAINTING	\$13,660.66
TOTAL	\$405,622.00

### **Optional Additions**

- Provide retaining to entire site for future units in lieu of only current two units = \$18,673.60
- Provide fencing and gates as per attached site plan = \$7,885.00
- Provide PS Sum for the supply and installation of landscaping = \$10,000.00
- Provide PS Sum for the supply and install of 2 x cassette air-cons = \$8,000.00

### 9.1.6 SHIRE OF IRWIN LOCAL PLANNING SCHEME

Location/Address: Shire of Irwin

Name of Applicant: Doug Fotheringham, Shire of Irwin

Disclosure of Interest: Nil

File Reference: ADM0110

Date: 10 October 2016

**Author:** Martin Whitely, Chief Executive Officer

### **SUMMARY**

This report recommends that Council receive information from the Shire of Irwin in relation to their Local Planning Scheme review.

### **BACKGROUND**

A letter has been received from the Shire of Irwin that Council resolved to review their Local Planning Scheme at the Ordinary Council Meeting held on 27 September 2016.

### COMMENT

It is a requirement of the Planning and Development Act 2005 and the Planning and Development (Local Planning Scheme) Regulations 2015 to publicly advertise and inform neighbouring Councils of a Shire's intention to review their Local Planning Scheme.

I am unaware of any objections or comment that Council need to provide to the Shire of Irwin at this stage of the review process.

### CONSULTATION

Nil

### STATUTORY ENVIRONMENT

Planning and Development Act 2005

Planning and Development (Local Planning Schemes) Regulations 2015

### **POLICY IMPLICATIONS**

Nil

### FINANCIAL IMPLICATIONS

Nil

### STRATEGIC IMPLICATIONS

Community Strategic Plan

Outcome 4.5.1 - Ensure compliance with local, town planning, building and health and all other relevant legislation.

### **VOTING REQUIREMENTS**

Simple Majority

### **OFFICER RECOMMENDATION – ITEM 9.1.6**

That Council advise the Shire of Irwin that the Shire of Mingenew have no comments or objections with the Shire of Irwin preparing a new Local Planning Scheme.

### **COUNCIL RESOLUTION – ITEM 9.1.6**

### **Moved Cr Pearce**

**Seconded Cr Criddle** 

That Council advise the Shire of Irwin that the Shire of Mingenew have no comments or objections with the Shire of Irwin preparing a new Local Planning Scheme.

CARRIED 5/0



Martin Whitely Shire of Mingenew PO BOX 120 MINGENEW WA 6522

RECEIVED - MSC DATE 2.11.16 ADMOLLO CR164379 ATTENTION ANSWERED

Doug Fotheringham

27 October 2016

Enquiries:

Our Reference: PL.LP.14

Dear Martin,

### RE: NOTICE OF RESOLUTION TO PREPARE A LOCAL PLANNING SCHEME

At its Ordinary Council Meeting on 27 September 2016 the Council resolved to prepare a new Local Planning Scheme for the Shire of Irwin.

Notice is hereby given that the Irwin Council of the local government of Shire of Irwin on 27 September 2016 passed the following Resolution:

### That Council:

- 1. Pursuant to Section 72 of the Planning And Development Act 2005 prepares a new Local Planning Scheme for the Shire Of Irwin; and
- 2. Advertise the resolution in accordance with Regulation 20 of the Planning and Development (Local Planning Schemes) Regulations 2015.

The Shire of Irwin invites the Department to provide recommendations in respect of this resolution. If you wish to provide any recommendations to the Shire, you must provide a written memorandum on or before Monday 21 November 2016. Submissions can be posted to Regulatory Services, Shire of Irwin, PMB 21, Dongara WA 6525, or emailed directly to me at the email address below.

Should you have any queries or require any further information please do not hesitate to contact the Shire at 9927 0000, or via email at mrs@irwin.wa.gov.au.

Yours sincerely

Doug Fotheringham

Manager Regulatory Services

### 9.2 FINANCE

### 9.2.1 FINANCIAL STATEMENTS FOR PERIOD ENDING 31 OCTOBER 2016

**Location/Address:** Shire of Mingenew **Name of Applicant:** Shire of Mingenew

Disclosure of Interest: Nil

File Reference: ADM0304

**Date:** 10 November 2016 **Author:** Nita Jane, Deputy CEO

Senior Officer: Martin Whitely, Chief Executive Officer

### Summary

This report recommends that the Monthly Statement of Financial Activity report for the period ending 31 October 2016 is presented to Council for adoption.

### **Attachment**

Finance Report for period ending 31 October 2016.

### **Background**

The Monthly Financial Report to 31 October is prepared in accordance with the requirements of the Local Government Act and the Local Government (Financial Management) Regulations and includes the following:

- Statement of Financial Activity by Nature & Type
- Statement of Financial Activity by Program
- Statement of Capital Acquisitions and Capital Funding
- Explanation of Material Variances
- Net Current Funding Position
- Cash and Investments
- Budget Amendments
- Receivables
- Cash Backed Reserves
- Capital Disposals
- Rating Information
- Information on Borrowings
- Grants & Contributions
- Trust

### **Comment**

	SUMMARY OF FUNDS – SHIRE OF MINGENEY	W
Municipal Account		64,805

### MINGENEW SHIRE COUNCIL ORDINARY MEETING MINUTES - 16 November 2016

Business Cash Maximiser (Municipal Funds)	1,495,361
Trust Account	148,240
Reserve Maximiser Account	309,454

Debtor's accounts continue to be monitored with all efforts being made to ensure that monies are recovered. The following remains outstanding as at 31 October 2016:

	Current	30+ Days	60+ Days	90+ Days	TOTAL
Amount	(1,511)	1,835	8,285	745	9,353

Rates Outstanding at 31 October 2016 were:

	Current	Arrears	TOTAL
Rates	517,303	43,456	560,759
Rubbish	9,165	2,070	11,235
ESL	6,114	670	6,784
Payment Plan Fees	160	0	160
TOTAL	639,415	43,481	682,896

The Statement of Financial Activities Report contains explanations of Councils adopted variances for the 2016/2017 financial year.

### Consultation

Chief Executive Officer Senior Finance Officer

### **Statutory Environment**

Local Government Act 1995 Section 6.4 Local Government (Financial Management) Regulations 1996 Section 34

- 34. Financial activity statement required each month (Act s. 6.4)
  - (1A) In this regulation —

**committed assets** means revenue unspent but set aside under the annual budget for a specific purpose.

- (1) A local government is to prepare each month a statement of financial activity reporting on the revenue and expenditure, as set out in the annual budget under regulation 22(1)(d), for that month in the following detail —
  - (a) annual budget estimates, taking into account any expenditure incurred for an additional purpose under section 6.8(1)(b) or (c); and
  - (b) budget estimates to the end of the month to which the statement relates; and
  - (c) actual amounts of expenditure, revenue and income to the end of the month to which the statement relates; and
  - (d) material variances between the comparable amounts referred to in paragraphs (b) and (c); and
  - (e) the net current assets at the end of the month to which the statement relates.

- (2) Each statement of financial activity is to be accompanied by documents containing
  - (a) an explanation of the composition of the net current assets of the month to which the statement relates, less committed assets and restricted assets; and
  - (b) an explanation of each of the material variances referred to in subregulation (1)(d);
     and
  - (c) such other supporting information as is considered relevant by the local government.
- (3) The information in a statement of financial activity may be shown
  - (a) according to nature and type classification; or
  - (b) by program; or
  - (c) by business unit.
- (4) A statement of financial activity, and the accompanying documents referred to in subregulation (2), are to be
  - (a) presented at an ordinary meeting of the council within 2 months after the end of the month to which the statement relates: and
  - (b) recorded in the minutes of the meeting at which it is presented.
- (5) Each financial year, a local government is to adopt a percentage or value, calculated in accordance with the AAS, to be used in statements of financial activity for reporting material variances

#### **Policy Implications**

Nil

#### **Financial Implications**

Financial implications are outlined in comments.

#### **Strategic Implications**

Nil

#### **Voting Requirements**

Simple Majority

#### OFFICER RECOMMENDATION - ITEM 9.2.1

That the Monthly Statement of Financial Activity for the period 1 July 2016 to 31 October 2016 be received.

#### **COUNCIL DECISION - ITEM 9.2.2**

**Moved Cr Newton** 

**Seconded Cr Pearce** 

#### **SHIRE OF MINGENEW**

#### **MONTHLY FINANCIAL REPORT**

#### For the Period Ended 31 October 2016

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

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Compilation Report
For the Period Ended 31 October 2016

#### **Report Purpose**

This report is prepared to meet the requirements of *Local Government (Financial Management) Regulations* 1996, Regulation 34 .

#### Overview

Summary reports and graphical progressive graphs are provided on page 3, 4 and 5. No matters of significance are noted.

#### Statement of Financial Activity by reporting program

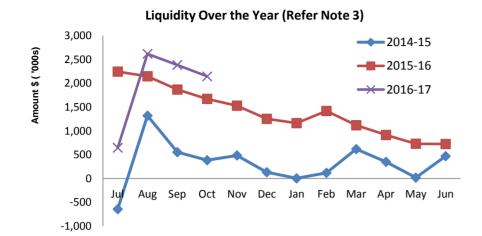
Is presented on page 6 and shows a surplus as at 31 October 2016 of \$2,143,500.

Note: The Statements and accompanying notes are prepared based on all transactions recorded at the time of preparation and may vary.

#### Preparation

Prepared by: Nita Jane
Reviewed by: Martin Whitely
Date prepared: 11/11/2016

Monthly Summary Information For the Period Ended 31 October 2016



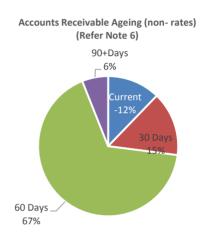
### Cash and Cash Equivalents as at period end

Unrestricted	\$ 1,349,634
Restricted	\$ 526,080
	\$ 1,875,714

#### **Receivables**

Rates	\$	582,006
Other	\$	9,353
	Ś	591,360





#### Comments

Rates were issued on 22 August 2016. First instalment was due 27 September 2016. Final notices were issued 3rd October 2016 Second Instalment is due 29 November 2016

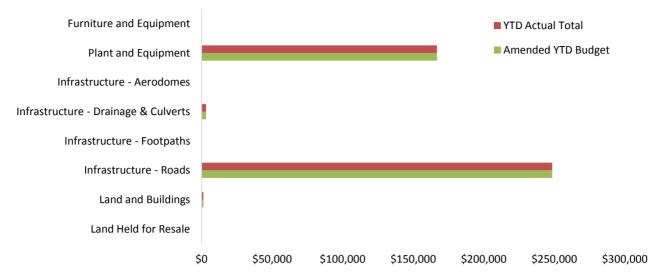
#### **SUMMARY OF BILLING**

Rates	1,751,901
Rubbish	74,790
ESL	26,057
	1,852,748

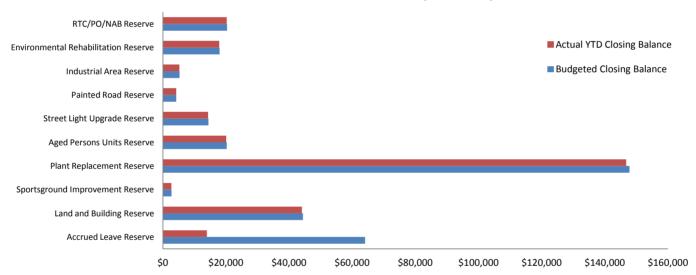
This information is to be read in conjunction with the accompanying Financial Statements and notes.

Monthly Summary Information
For the Period Ended 31 October 2016

#### **Capital Expenditure Program YTD (Refer Note 13)**



#### Year To Date Reserve Balance to End of Year Estimate (Refer Note 7)

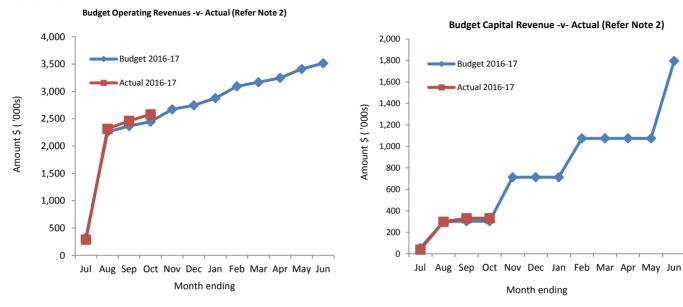


Comments

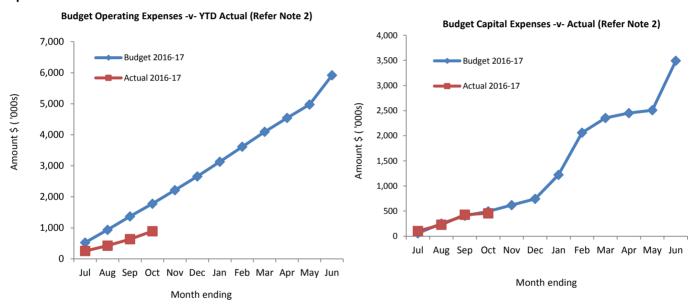
This information is to be read in conjunction with the accompanying Financial Statements and notes.

Monthly Summary Information
For the Period Ended 31 October 2016

#### **Revenues**



#### **Expenditure**



Comments

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

# SHIRE OF MINGENEW STATEMENT OF FINANCIAL ACTIVITY (Statutory Reporting Program) For the Period Ended 31 October 2016

		2016/17 Forecast	2016/17 Original Budget	2016/17 YTD Budget	2016/17 YTD Actual	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var.
	Note	Budget	(a)	(a)	(b)			
Operating Revenues General Purpose Funding		\$ 2,384,752	\$ 2,384,752	\$ 1,989,572	\$ 1,981,589	\$ (7,983)	% (0.40%)	
Governance		2,364,732 7,099	2,364,732 7,099	2,350	10,144	7,794	331.66%	
Law, Order and Public Safety		79,070	79,070	7,169	11,597	4,428	61.76%	
Health		301	301	100	270	170	170.00%	
Education and Welfare		3,745	3,745	248	2,045	1,797	724.79%	
Housing		118,733	118,733	38,762	34,776	(3,986)	(10.28%)	
Community Amenities		85,662	85,662	78,000	79,358	1,358	1.74%	
Recreation and Culture Transport		31,619	31,619	31,196	31,624	428	1.37% (11.83%)	_
Economic Services		684,827 6,824	684,827 6,824	250,748 2,260	221,096 2,573	(29,652) 313	13.87%	•
Other Property and Services		113,757	113,757	40,743	44,491	3,748	9.20%	
Total Operating Revenue		3,516,389	3,516,389	2,441,148	2,419,563	(13,603)		
Operating Expense								
General Purpose Funding		(89,815)	(89,815)	(29,925)	(16,014)	13,911	46.49%	<b>A</b>
Governance		(217,483)	(217,483)	(112,481)	(92,407)	20,074	17.85%	<b>A</b>
Law, Order and Public Safety		(170,044)	(170,044)	(42,928)	(26,954)	15,974	37.21%	<b>A</b>
Health		(75,539)	(75,539)	(27,136)	(17,282)	9,854	36.31%	<b>A</b>
Education and Welfare		(71,760)	(71,760)	(24,960)	(13,160)	11,800	47.27%	<b>A</b>
Housing		(297,992)	(297,992)	(42,846)	(37,903)	4,943	11.54%	<b>A</b>
Community Amenities Recreation and Culture		(372,924)	(372,924)	(69,528)	(51,523)	18,005	25.90%	<b>A</b>
Transport		(1,122,947) (2,661,632)	(1,122,947) (2,661,632)	(370,327) (888,234)	(273,998) (383,760)	96,329 504,474	26.01% 56.80%	<b>A</b>
Economic Services		(2,661,632)	(2,661,632)	(888,234)	(383,760) (67,764)	34,340	33.63%	<b>A</b>
Other Property and Services		1,220	1,222	(46,517)	88,545	135,062	290.35%	•
Total Operating Expenditure		(5,473,938)	(5,473,936)	(1,756,986)	(892,220)	864,766	230.3070	
retail of easting an inferior		(0, 11 0,000)	(0,110,000)	(1,100,000)	(00=,==0)	551,155		
Funding Balance Adjustments								
Add back Depreciation		2,360,651	2,360,651	786,868	0	(786,868)	(100.00%)	▼
Adjust (Profit)/Loss on Asset Disposal	8	(36,765)	(36,765)	(12,256)	0	12,256	(100.00%)	
Adjust Provisions and Accruals		0	0	0	0	0		
Net Cash from Operations		366,337	366,339	1,458,774	1,527,342	76,551		
Capital Revenues								
Grants, Subsidies and Contributions	11	1,795,921	1,795,921	303,009	330,227	27,218	8.98%	
Proceeds from Disposal of Assets	8	447,000	447,000	149,000	159,583	10,583	7.10%	
Total Capital Revenues  Capital Expenses		2,242,921	2,242,921	452,009	489,810	37,801		
Land Held for Resale	13	(200,000)	(200,000)	0	0	0		
Land and Buildings	13	(723,000)	(723,000)	(5,666)	(1,284)	4,382	77.34%	
Infrastructure - Roads	13	(1,236,362)	(1,236,362)	(261,129)	(248,581)	12,548	4.81%	_
Infrastructure - Footpaths	13	0	0	0	0	0		
Infrastructure - Drainage & Culverts	13	0	0	0	(3,102)	(3,102)		
Infrastructure - Aerodomes	13	0	0	0	0	0		
Infrastructure - Other		(445,690)	(445,690)	(35,000)	(35,571)			
Plant and Equipment	13	(600,000)	(600,000)	(167,800)	(166,855)	945	0.56%	
Furniture and Equipment	13	(14,500)	(14,500)	0	0	0		
Total Capital Expenditure		(3,219,552)	(3,219,552)	(469,595)	(455,394)	14,772		
Net Cash from Capital Activities		(976,631)	(976,631)	(17,586)	34,416	52,573		
		(010,001)	(010,001)	(11,000)	04,410	02,010		
Financing								
Proceeds from New Debentures		0	0	0	0	0		
Proceeds from Advances		0	0	0	0	0		
Self-Supporting Loan Principal		0	0	0	0	0		
Transfer from Reserves	7	0	0	0	0	0		
Advances to Community Groups	40	0	0	0	0	0	4.6-44	
Repayment of Debentures Transfer to Reserves	10 7	(181,409)	(181,409)	(73,988)	(72,975)	1,013	1.37%	
Net Cash from Financing Activities	7	(91,775) <b>(273,184)</b>	(91,775) <b>(273,184)</b>	(834) ( <b>74,822</b> )	(834) <b>(73,809)</b>	1, <b>013</b>	0.00%	
Caon nom i manonig Activities		(213, 104)	(213,104)	(14,022)	(13,008)	1,013		
Net Operations, Capital and Financing		(883,478)	(883,478)	1,366,366	1,487,949	130,137		
Opening Funding Surplus(Deficit)	3	688,089	688,089	688,089	655,550	(32,539)	(4.73%)	
Closing Funding Complete (Deficit)	_							
Closing Funding Surplus(Deficit)	3	(195,389)	(195,389)	2,054,455	2,143,500	97,599		

Indicates a variance between Year to Date (YTD) Budget and YTD Actual data as per the adopted materiality threshold. Refer to Note 2 for an explanation of the reasons for the variance.

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

# SHIRE OF MINGENEW STATEMENT OF FINANCIAL ACTIVITY (By Nature or Type) For the Period Ended 31 October 2016

	Note	2016/17 Amended Annual Budget	2016/17 Original Budget (a)	2016/17 YTD Budget (a)	2016/17 YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	
Operating Revenues	11010	\$	\$	\$	\$	\$	%	
Rates	9	1,786,567	1,786,567	1,786,567	1,770,375	(16,193)	(0.91%)	
Operating Grants, Subsidies and						0		
Contributions	11	827,184	827,184	309,748	328,244	18,495	5.97%	
Fees and Charges		248,886	248,886	153,369	156,304	2,935	1.91%	
Service Charges Interest Earnings		22,152	22,152	6,519	0 12,933	0 6,414	98.39%	
Other Revenue		588,600	· ·	170,613	151,707	(18,906)	(11.08%)	<b>▼</b>
Profit on Disposal of Assets	8	43,000	· ·	14,332	131,707	(10,900)	(11.0070)	•
Total Operating Revenue		3,516,389		2,441,148	2,419,562	(7,255)		
Operating Expense		2,010,000	3,010,000	_,,,,,,,	_,,	(*,===)		
Employee Costs		(1,017,429)	(1,017,429)	(326,425)	(332,373)	(5,948)	(1.82%)	
Materials and Contracts		(1,119,309)	(1,119,309)	(294,356)	(230,826)	63,530	21.58%	<b>A</b>
Utility Charges		(123,768)	(123,768)	(41,196)	(25,003)	16,193	39.31%	<b>A</b>
Depreciation on Non-Current Assets		(2,360,651)	(2,360,651)	(786,868)	0	786,868	100.00%	<b>A</b>
Interest Expenses		(54,270)	(54,270)	(24,715)	(8,846)	15,869	64.21%	<b>A</b>
Insurance Expenses		(143,612)	(143,612)	(71,692)	(127,662)	(55,970)	(78.07%)	▼
Other Expenditure		(648,664)	(648,662)	(209,658)	(167,510)	42,148	20.10%	<b>A</b>
Loss on Disposal of Assets	8	(6,235)	(6,235)	(2,076)	(902.240)	962 604		
Total Operating Expenditure		(5,473,938)	(5,473,936)	(1,756,986)	(892,219)	862,691		
Funding Balance Adjustments								
Add back Depreciation		2,360,651	2,360,651	786,868	0	(786,868)	(100.00%)	▼
' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' '	8			·		, , , , ,	` ′	, I
Adjust (Profit)/Loss on Asset Disposal Adjust Provisions and Accruals		(36,765) 0	(36,765) 0	(12,256) 0	0	12,256 0	(100.00%)	
Net Cash from Operations		366,337	366,339	1,458,774	1,527,343	80,824		
Conital Payanuas								
Capital Revenues	44	4 705 004	1 705 001	202.000	220 007	07.040	0.000/	
Grants, Subsidies and Contributions Proceeds from Disposal of Assets	11 8	1,795,921	1,795,921	303,009 149,000	330,227	27,218	8.98% 7.10%	
Total Capital Revenues		447,000 <b>2,242,921</b>	447,000 <b>2,242,921</b>	<b>452,009</b>	159,583 <b>489,810</b>	10,583 <b>37,801</b>	7.10%	
Capital Expenses		2,242,321	2,242,921	432,009	403,010	37,001		
Land Held for Resale	13	(200,000)	(200,000)	0	0	0		
Land and Buildings	13	(723,000)		(5,666)	(1,284)	4,382	77.34%	<b>A</b>
Infrastructure - Roads	13	(1,236,362)	(1,236,362)	(261,129)	(248,581)	12,548	4.81%	_
Infrastructure - Footpaths	13	Ó	Ó	Ó	Ò	0		
Infrastructure - Drainage & Culverts	13	0	0	0	(3,102)	(3,102)		
Infrastructure - Aerodomes	13	0	0	0	0	0		
Infrastructure - Other	13	(445,690)	(445,690)	(35,000)	(35,571)			
Plant and Equipment	13	(600,000)	(600,000)	(167,800)	(166,855)	945	0.56%	
Furniture and Equipment	13	(14,500)	(14,500)	(400,505)	(455.004)	0		
Total Capital Expenditure		(3,219,552)	(3,219,552)	(469,595)	(455,394)	14,772		
Net Cash from Capital Activities		(976,631)	(976,631)	(17,586)	34,416	52,573		
Financian								
Financing Proceeds from New Debentures		^	ا	_	0			
Proceeds from Advances		0	0	0	0	1		
Self-Supporting Loan Principal			0	0	0			
Transfer from Reserves	7	١	0	0	0			
Advances to Community Groups	'	l	0	0	0			
Repayment of Debentures	10	(181,409)	(181,409)	(73,988)	(72,975)	1,013	1.37%	
Transfer to Reserves	7	(91,775)	(91,775)	(834)	(834)	.,5.0	0.00%	
Net Cash from Financing Activities		(273,184)	(273,184)	(74,822)	(73,809)	1,013		
Net Operations, Capital and Financing		(883,478)	(883,478)	1,366,366	1,487,950	134,411		
Opening Funding Surplus(Deficit)	3	688,089	688,089	688,089	655,550	(32,539)	(4.73%)	
Closing Funding Surplus(Deficit)	3	(195,389)	(195,389)	2,054,455	2,143,500	101,872		

Indicates a variance between Year to Date (YTD) Budget and YTD Actual data as per the adopted materiality threshold. Refer to Note 2 for an explanation of the reasons for the variance.

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

# SHIRE OF MINGENEW STATEMENT OF CAPITAL ACQUSITIONS AND CAPITAL FUNDING For the Period Ended 31 October 2016

						YTD 31 10 2016	
Capital Acquisitions	Note	YTD Actual New /Upgrade (a)	YTD Actual (Renewal Expenditure) (b)	YTD Actual Total (c) = (a)+(b)	Amended YTD Budget (d)	Amended Annual Budget	Variance (d) - (c)
Land Held for Resale	13	\$	\$	\$	\$	\$ 200,000	\$
Land and Buildings	13	1,284	0	1,284	1,284	723,000	0
Infrastructure - Roads	13	248,581	0	248,581	248,581	1,236,362	0
Infrastructure - Footpaths	13	0	0	0	0	0	0
Infrastructure - Drainage & Culverts	13	0	3,102	3,102	3,102	0	0
Infrastructure - Aerodomes	13	0	0	0	0	0	0
Infrastructure -Other	13	35,571	0	35,571	35,571	445,690	0
Plant and Equipment	13	166,855	0	166,855	166,855	600,000	0
Furniture and Equipment	13	0	0	0	0	14,500	0
Capital Expenditure Totals		452,291	3,102	455,394	455,394	3,219,552	0

### Funded By:

Capital Grants and Contributions	330,227	303,009	1,838,421	27,218
Borrowings	0	0	0	0
Other (Disposals & C/Fwd)	161,400	149,000	447,000	12,400
Own Source Funding - Cash Backed Reserves				
Land and Building Reserve	0	0	0	0
Sportsground Improvement Reserve	0	0	0	0
Plant Replacement Reserve	0	0	0	0
Aged Persons Units Reserve	0	0	0	0
Street Light Upgrade Reserve	0	0	0	0
Painted Road Reserve	0	0	0	0
Industrial Area Reserve	0	0	0	0
Total Own Source Funding - Cash Backed Reserves	0	0	0	0
Own Source Funding - Operations	(36,233)	3,385	934,131	(39,618)
Capital Funding Total	455,394	455,394	3,219,552	

### Comments and graphs

Infrastructure - Roads

Land Held for Resale

Land and Buildings

\$0

# Furniture and Equipment Plant and Equipment Infrastructure - Aerodomes Infrastructure - Drainage & Culverts Infrastructure - Footpaths

\$100,000

\$50,000

# SHIRE OF MINGENEW STATEMENT OF BUDGET AMENDMENTS (Statutory Reporting Program) For the Period Ended 31 October 2016

	Adopted Budget	Adopted Budget Amendments (Note 5)	Amended Annual Budget	Amended YTD Budget (a)
Operating Revenues General Purpose Funding	\$ 2,384,752	\$	\$ 2,384,752	1 090 572
Governance	7,099	0	7,099	1,989,572 2,350
Law, Order and Public Safety	79,070	0	79,070	7,169
Health	301	0	301	100
Education and Welfare	3,745	0	3,745	248
Housing	118,733	0	118,733	38,762
Community Amenities Recreation and Culture	85,662	0	85,662	78,000
Transport	31,619 684,827	0	31,619 684,827	31,196 250,748
Economic Services	6,824	0	6,824	2,260
Other Property and Services	113,757	0	113,757	40,743
Total Operating Revenue		0	3,516,389	2,441,148
Operating Expense				
General Purpose Funding	(89,815)	0	(89,815)	(29,925)
Governance	(217,483)	0	(217,483)	(112,481)
Law, Order and Public Safety	(170,044)	0	(170,044)	(42,928)
Health	(75,539)	0	(75,539)	(27,136)
Education and Welfare	(71,760)	0	(71,760)	(24,960)
Housing	(297,992)	0	(297,992)	(42,846)
Community Amenities	(372,924)	0	(372,924)	(69,528)
Recreation and Culture	(1,122,947)	0	(1,122,947)	(370,327)
Transport Economic Services	(2,661,632) (395,022)	0	(2,661,632) (395,022)	(888,234)
Other Property and Services	1,222	(2)	1,220	(102,104) (46,517)
Total Operating Expenditure	(5,473,936)	(2)	(5,473,938)	(1,756,986)
rotal operating Expenditure	(0,470,000)	(2)	(0,470,000)	(1,700,000)
Funding Balance Adjustments Add back Depreciation	2,360,651	0	2,360,651	786,868
Adjust (Profit)/Loss on Asset Disposal	(36,765)	0	(36,765)	(12,256)
Adjust Provisions and Accruals	(00,100)	0	0	(12,200)
Net Cash from Operations	366,339	(2)	366,337	1,458,774
Capital Revenues				
Grants, Subsidies and Contributions	1,795,921	0	1,795,921	303,009
Proceeds from Disposal of Assets	447,000	0	447,000	149,000
Total Capital Revenues	2,242,921	0	2,242,921	452,009
Capital Expenses				
Land Held for Resale	(200,000)	0	(200,000)	0
Land and Buildings Infrastructure - Roads	(723,000)	0	(723,000)	(5,666)
Infrastructure - Roads Infrastructure - Footpaths	(1,236,362)	0	(1,236,362)	(261,129)
Infrastructure - Drainage & Culverts	0	0	0	0
Infrastructure - Aerodomes	0	0	0	0
Infrastructure - Other	(445,690)	0	(445,690)	(35,000)
Plant and Equipment	(600,000)	0	(600,000)	(167,800)
Furniture and Equipment	(14,500)	0	(14,500)	0
Total Capital Expenditure		0	(3,219,552)	(469,595)
			,	,
Net Cash from Capital Activities	(976,631)	0	(976,631)	(17,586)
Financing				
Proceeds from New Debentures	0	0	0	0
Proceeds from Advances	0	0	0	0
Self-Supporting Loan Principal	0	0	0	0
Transfer from Reserves Advances to Community Groups	0	0	0	0
Repayment of Debentures	(181,409)	0	(181,409)	(73,988)
Transfer to Reserves	(91,775)	0	(161,409) (91,775)	(834)
Net Cash from Financing Activities		0	(273,184)	(74,822)
Net Operations, Capital and Financing	(883,478)	(2)	(883,478)	1,366,366
Opening Funding Surplus(Deficit)		0		
	688,089	_	688,089	688,089
Closing Funding Surplus(Deficit)	(195,389)	(2)	(195,389)	2,054,455

#### 1. SIGNIFICANT ACCOUNTING POLICIES

#### (a) Basis of Accounting

This statement comprises a special purpose financial report which has been prepared in accordance with Australian Accounting Standards (as they apply to local governments and not-for-profit entities), Australian Accounting Interpretations, other authoritative pronouncements of the Australian Accounting Standards Board, the Local Government Act 1995 and accompanying regulations. Material accounting policies which have been adopted in the preparation of this statement are presented below and have been consistently applied unless stated otherwise.

Except for cash flow and rate setting information, the report has also been prepared on the accrual basis and is based on historical costs, modified, where applicable, by the measurement at fair value of selected non-current assets, financial assets and liabilities.

#### **Critical Accounting Estimates**

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

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

#### (b) The Local Government Reporting Entity

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

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

All monies held in the Trust Fund are excluded from the statement, but a separate statement of those monies appears at Note 12.

#### (c) Rounding Off Figures

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

#### (d) Rates, Grants, Donations and Other Contributions

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

#### (e) Goods and Services Tax

Revenues, expenses and assets are recognised net of the amount of GST, except where the amount of GST incurred is not recoverable from the Australian Taxation Office (ATO).

Receivables and payables are stated inclusive of GST receivable or payable.

The net amount of GST recoverable from, or payable to, the ATO is included with receivables or payables in the statement of financial position.

Cash flows are presented on a gross basis. The GST components of cash flows arising from investing or financing activities which are recoverable from, or payable to, the ATO are presented as operating cash flows.

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

#### (f) Cash and Cash Equivalents

Cash and cash equivalents include cash on hand, cash at bank, deposits available on demand with banks and other short term highly liquid investments that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value and bank overdrafts.

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

#### (g) Trade and Other Receivables

Trade and other receivables include amounts due from ratepayers for unpaid rates and service charges and other amounts due from third parties for goods sold and services performed in the ordinary course of business.

Receivables expected to be collected within 12 months of the end of the reporting period are classified as current assets. All other receivables are classified as non-current assets.

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

#### (h) Inventories

#### General

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

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

#### Land Held for Resale

Land held for development and sale is valued at the lower of cost and net realisable value. Cost includes the cost of acquisition, development, borrowing costs and holding costs until completion of development. Finance costs and holding charges incurred after development is completed are expensed.

Gains and losses are recognised in profit or loss at the time of signing an unconditional contract of sale if significant risks and rewards, and effective control over the land, are passed on to the buyer at this point.

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

#### (i) Fixed Assets

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

Certain asset classes may be revalued on a regular basis such that the carrying values are not materially different from fair value. Assets carried at fair value are to be revalued with sufficient regularity to ensure the carrying amount does not differ materially from that determined using fair value at reporting date.

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

#### (j) Depreciation of Non-Current Assets

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

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

Buildings	25 to 50 years
Construction other than Buildings (Public Facilities)	5 to 50 years
Furniture and Equipment	4 to 10 years
Plant and Equipment	5 to 15 years
Heritage Assets	25 to 50 years
Roads	25 years
Footpaths	50 years
Sewerage Piping	75 years
Water Supply Piping and Drainage Systems	75 years

#### (k) Trade and Other Payables

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

#### (I) Employee Benefits

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

- (i) Wages, Salaries, Annual Leave and Long Service Leave (Short-term Benefits) The provision for employees' benefits to wages, salaries, annual leave and long service leave expected to be settled within 12 months represents the amount the Shire has a present obligation to pay resulting from employees services provided to balance date. The provision has been calculated at nominal amounts based on remuneration rates the Shire expects to pay and includes related on-costs.
- (ii) Annual Leave and Long Service Leave (Long-term Benefits)
  The liability for long service leave is recognised in the provision for employee benefits and measured as the present value of expected future payments to be made in respect of services provided by employees up to the reporting date using the project unit credit method. Consideration is given to expected future wage and salary levels, experience of employee departures and periods of service. Expected future payments are discounted using market yields at the reporting date on national government bonds with terms to maturity and currency that match as closely as possible, the estimated future cash outflows. Where the

Shire does not have the unconditional right to defer settlement beyond 12 months, the liability is

recognised as a current liability.

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

#### (m) Interest-bearing Loans and Borrowings

All loans and borrowings are initially recognised at the fair value of the consideration received less directly attributable transaction costs.

After initial recognition, interest-bearing loans and borrowings are subsequently measured at amortised cost using the effective interest method. Fees paid on the establishment of loan facilities that are yield related are included as part of the carrying amount of the loans and borrowings.

Borrowings are classified as current liabilities unless the Council has an unconditional right to defer settlement of the liability for at least 12 months after the balance sheet date.

#### **Borrowing Costs**

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

#### (n) Provisions

Provisions are recognised when: The council has a present legal or constructive obligation as a result of past events; it is more likely than not that an outflow of resources will be required to settle the obligation; and the amount has been reliably estimated. Provisions are not recognised for future operating losses.

Where there are a number of similar obligations, the likelihood that an outflow will be required in settlement is determined by considering the class of obligations as a whole. A provision is recognised even if the likelihood of an outflow with respect to any one of item included in the same class of obligations may be small.

#### (o) Current and Non-Current Classification

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

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

#### (p) Nature or Type Classifications

#### **Rates**

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

#### **Operating Grants, Subsidies and Contributions**

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

#### Non-Operating Grants, Subsidies and Contributions

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

#### **Profit on Asset Disposal**

Profit on the disposal of assets including gains on the disposal of long term investments. Losses are disclosed under the expenditure classifications.

#### **Fees and Charges**

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

#### **Service Charges**

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

#### Interest Earnings

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

#### Other Revenue / Income

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

#### **Employee Costs**

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

#### **Materials and Contracts**

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

#### Utilities (Gas, Electricity, Water, etc.)

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

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

#### (q) Nature or Type Classifications (Continued)

#### Insurance

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

#### Loss on asset disposal

Loss on the disposal of fixed assets.

#### Depreciation on non-current assets

Depreciation expense raised on all classes of assets.

#### Interest expenses

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

#### Other expenditure

Statutory fees, taxes, provision for bad debts, member's fees or levies including WA Fire Brigade Levy and State taxes. Donations and subsidies made to community groups.

#### (r) Statement of Objectives

Council has adopted a 'Plan for the future' comprising a Strategic Community Plan and Corporate Business Plan to provide the long term community vision, aspirations and objectives.

Based upon feedback received from the community the vision of the Shire is: "Standing proud, growing strong"

The Strategic Community Plan defines the key objectives of the Shire as:

"Economic: To be a diverse and innovative economy with a range of local employment opportunities. Environment: A sustainable natural and built environment that meets current and future community needs. Social: A safe and welcoming community where everyone has the opportunity to contribute and belong. Civic Leadership: A collaborative and innovative community with strong and vibrant leadership."

#### (s) Reporting Programs

Council operations as disclosed in this statement encompass the following service orientated activities/programs:

#### **GOVERNANCE**

Expenses associated with provision of services to members of council and elections. Also included are costs associated with computer operations, corporate accounting, corporate records and asset management. Costs reported as administrative expenses are redistributed in accordance with the principle of activity based costing (ABC).

#### **GENERAL PURPOSE FUNDING**

Rates and associated revenues, general purpose government grants, interest revenue and other miscellaneous revenues. The costs associated with raising the above mentioned revenues, eg. Valuation expenses, debt collection and overheads.

#### LAW, ORDER, PUBLIC SAFETY

Enforcement of Local Laws, fire prevention, animal control and provision of ranger services.

#### **HEALTH**

Health inspection services, food quality control, mosquito control and contributions towards provision of medical health services.

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

#### (s) Reporting Programs (Continued)

#### **EDUCATION AND WELFARE**

Support of day care for children. Autumn Centre for Senior Citizens. Youth & seniors projects.

#### HOUSING

Provision and maintenance of rented housing accommodation for pensioners and employees.

#### **COMMUNITY AMENITIES**

Sanitation, sewerage, stormwater drainage, protection of the environment, public conveniences, cemeteries and town planning.

#### **RECREATION AND CULTURE**

Parks, gardens and recreation reserves, library services, walk trails, youth recreation, Public halls and Mingenew Recreation Centre.

#### **TRANSPORT**

Construction and maintenance of roads, footpaths, drainage works, parking facilities, traffic control, depot operations, plant purchase and cleaning of streets.

#### **ECONOMIC SERVICES**

Tourism, community development, pest control, building services and private works.

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

Plant works, plant overheads and stock of materials.

#### Note 2: EXPLANATION OF MATERIAL VARIANCES

Reporting Program	Var. \$	Var. %	Var.	Timing/ Permanent	Explanation of Variance
Operating Revenues	\$	%			
General Purpose Funding	(7,983)	(0.40%)			
Governance	7,794	331.66%			
Law, Order and Public Safety Health	4,428 170	61.76% 170.00%			
Education and Welfare	1,797	724.79%			
Housing	(3,986)	(10.28%)			
Community Amenities	1,358	1.74%			
Recreation and Culture	428	1.37%			
					Profit on changeover not calculated at Oct2016 - \$14,332
Transport	(29,652)	(11.83%)	•		Police licensing down on YTD budget \$14,493
Economic Services	313	13.87%			
Other Property and Services	3,748	9.20%			
Operating Expenses					
General Purpose Funding	13,911	46.49%	•		Rate Concessions given \$15,821
					Depreciation calculation not run until Fair Value of Assets
	00.074	47.050/			at 30/6/2016 is completed - \$12k, Salaries under budget
Governance	20,074	17.85%	<b>A</b>		\$17k
Law, Order and Public Safety	15,974	37.21%	•		CESM not billed yet \$6k Medical practitioner support under budget \$5771
Health	9,854	36.31%	•		(reduced dental services to date)
1100.01			_		Depreciation calculation not run until Fair Value of Assets
Education and Welfare	11,800	47.27%	<b>A</b>		at 30/6/2016 is completed - \$8k
					Depreciation calculation not run until Fair Value of Assets
					at 30/6/2016 is completed - \$28,000, Accrued loan
lus esta	4.040	44.540/			interest \$5400, Building Mtce under budget at this point
Housing	4,943	11.54%	•		\$3000 Following items are currently under budget - Rubbish Site
					Mtce \$11k, Domestic Refuse Collection \$1669 and
Community Amenities	18,005	25.90%	•		Depreciation Calculation not run \$4500
Community Americaes	10,000	20.0070			Depreciation calculation not run until Fair Value of Assets
Recreation and Culture	96,329	26.01%	•		at 30/6/2016 is completed - \$103k
	,				Depreciation calculation not run until Fair Value of Assets
Transport	504,474	56.80%	<b>A</b>		at 30/6/2016 is completed - \$521k
Farancia Constant	24.240	22 620/			Depreciation calculation not run - \$18k, Admin allocations
Economic Services	34,340	33.63%	•		\$7k, Building services \$4k
					Following items are currently under budget - Sick &
					Holiday \$9k, Housing Allocations \$22k, Tyres \$7k, Admin
	405.000	222 254			Allocations \$10k, Depreciation calculation not run until
Other Property and Services	135,062	290.35%	•		Fair Value of Assets at 30/6/2016 is completed - \$89k
Capital Revenues					
Grants, Subsidies and Contributions	27,218	8.98%			
Proceeds from Disposal of Assets	10,583	7.10%			
Capital Expenses					
Land Held for Resale	0				
Land and Buildings	4,382	77.34%	<b>A</b>		Capital works (Staff Housing) not yet commenced
Infrastructure - Roads	12,548	4.81%			Project progress variation (timing only)
Infrastructure - Footpaths	0				
Infrastructure - Drainage & Culverts	(3,102)				Moore Street drainage finalisation works
Infrastructure - Aerodomes	0	0.5007			
Plant and Equipment	945	0.56%			
Furniture and Equipment	0				
Financing					
Loan Principal	1,013	1.37%			

#### **Note 3: NET CURRENT FUNDING POSITION**

Current Assets	
Cash - Unrestricted	
Cash - Restricted Reserves	
Cash - Restricted Unspent Grants	
Investments	
Rates - Current	
Sundry Debtors	
Provision for Doubtful Debts	
ESL Levy	
GST Receivable	
Receivables - Other	
Inventories - Fuel & Materials	
Inventories - Land Held for Resale	
Current Liabilities	
Sundry Creditors	

Sundry Creditors
GST Payable
PAYG
Accrued Interest on Debentures
Accrued Salaries & Wages
Current Employee Benefits Provision
Current Loan Liability

#### NET CURRENT ASSETS

#### Less:

Cash - Restricted Reserves Inventories - Land Held for Resale

#### Add Back:

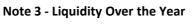
Current Loan Liability
Cash Backed Employee Provisions

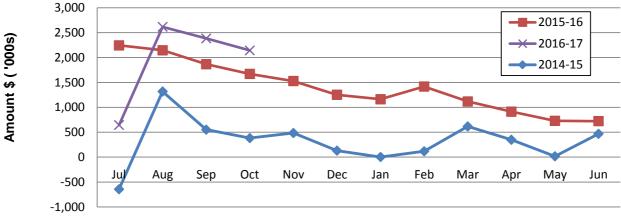
#### **Net Current Funding Position (Surplus / Deficit)**

Note YTD 31 Oct 2016 30th June 2016 YTD 01 Nov 2015 \$ 1,349,634 621,333 994,045 4 308,620 273,615 4 309,454 216,626 216,626 329,818 582,006 37,608 309,344 6 26,316 9,353 1,951 6 (1,585 (1,585)(1,585)4,431 18,159 4,060 12,760 8,036 13,285 5,830 40,394 80,788 80,788 2,030,930 2,532,078 1,287,118 (14,363)(200,583)(162,703)(10,022 (964) (17,134 (9,254)(5,256)4,497 (34,074)24,810 (1,977)(1,977)(239,906)(261,493 (261,493)(181,410 (108, 436)(103,383 (491,400) (408,658 (685,063 602,055 1,539,530 2,123,420 (308,620)(309,454 (273,615)(40,394)(80,788)(80,788)108,436 181,410 103,383 7 261,493 261,493 239,906 655,550 1,528,415 2,143,500

Positive=Surplus (Negative=Deficit)

(





Comments - Net Current Funding Position

### SHIRE OF MINGENEW

### NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY

#### For the Period Ended 31 October 2016

#### Note 4: CASH AND INVESTMENTS

(a)	Cash Deposits  Municipal Bank Account  Trust Bank Account
	Cash Maximiser Account (Muni) Cash On Hand Reserve Funds

(b) **Term Deposits**Short Term Deposits

Total

Interest Rate	Unrestricted \$	Restricted \$	Trust \$	Total Amount \$	Institution	Maturity Date
0.70%	(120,078)	0		(420.079)	NAB	At Call
	(120,070)	ď		(120,078)		
0.00%			142,531	142,531	NAB	At Call
0.70%	1,469,412	216,626		1,686,038	NAB	At Call
Nil	300	0		300	NAB	At Call
0.70%	0	309,454		309,454	NAB	At Call
0.00%	0	0		0		
	1,349,634	526,080	142,531	2,018,245		

#### Comments/Notes - Investments

Restricted Cash			
(1) Municipal Fund			
Purpose for Funds Being Restricted	Funding Organisation	Date to be Expended	Amount
1 2014/15 Road Projects	Roads to Recovery	30 June 2018	52,905
2 Rural Watch	Office of Crime Prevention	30 September 2015	3,529
3 Mingenew Mullewa Rd	2012/13 CLGF Individual	28 February 2016	-
4 Town Revitalisation Plan	NPP		60,000
5 Town Planning Scheme	NPP		25,000
6 Yandanooka Melara Road	Roads to Recovery		75,191
7			
Sub-total			216,625

#### **Note 5: BUDGET AMENDMENTS**

Amendments to original budget since budget adoption. Surplus/(Deficit)

GL Account Code	Description	Council Resolution	Classification	Non Cash Adjustment	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
	Budget Adoption		Opening Surplus	\$	\$	\$	\$ 0
				0	0	0	

#### **SHIRE OF MINGENEW**

#### NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY

For the Period Ended 31 October 2016

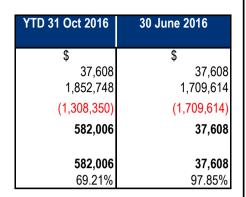
#### Note 6: RECEIVABLES

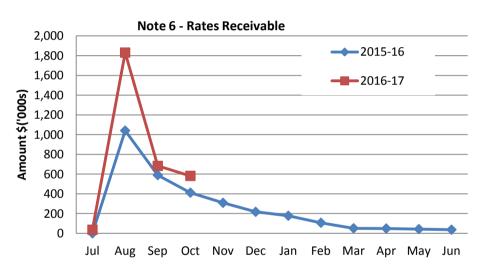
Receivables - Rates Receivable

Opening Arrears Previous Years Levied this year Less Collections to date Equals Current Outstanding

#### **Net Rates Collectable**

% Collected





#### Comments/Notes - Receivables Rates

Instalment Due Dates:	
Instalment 1	27-Sep-16
Instalment 2	29-Nov-16
Instalment 3	3-Feb-17
Instalment 4	7-Apr-17

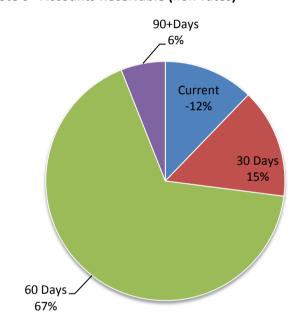
Receivables - General	Current	30 Days	60 Days	90+Days
	\$	\$	\$	\$
Receivables - General	(1,511)	1,835	8,285	745

**Total Receivables General Outstanding** 

9,354

Amounts shown above include GST (where applicable)

#### Note 6 - Accounts Receivable (non-rates)



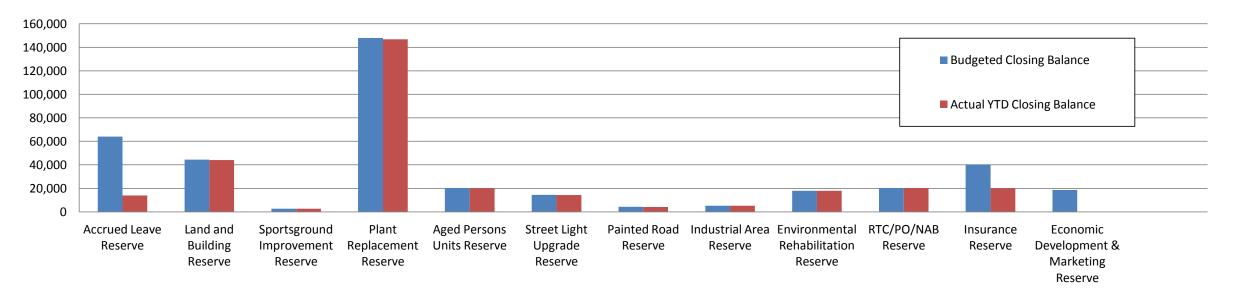
#### Comments/Notes - Receivables General

\$7,995 of the >60 days relates to annual sporting club charges (Cricket & Tennis)

Note 7: Cash Backed Reserve

Name	Opening Balance	Budget Interest Earned	Actual Interest Earned	Budget Transfers In (+)	YTD Actual Transfers In (+)	YTD Budget Transfers Out (-)	YTD Actual Transfers Out (-)	Transfer out Reference	Budgeted Closing Balance	Actual YTD Closing Balance
	\$	\$	\$	\$	\$	\$	\$		\$	\$
Accrued Leave Reserve	13,907	139	38	50,000	0	0	0		64,046	13,945
Land and Building Reserve	43,920	439	119	0	0	0	0		44,359	44,039
Sportsground Improvement Reserve	2,695	27	7	0	0	0	0		2,722	2,702
Plant Replacement Reserve	146,392	1,460	396	0	0	0	0		147,852	146,788
Aged Persons Units Reserve	20,002	200	54	0	0	0	0		20,202	20,056
Street Light Upgrade Reserve	14,307	143	39	0	0	0	0		14,450	14,345
Painted Road Reserve	4,202	42	11	0	0	0	0		4,244	4,213
Industrial Area Reserve	5,228	52	14	0	0	0	0		5,280	5,242
Environmental Rehabilitation Reserve	17,799	178	48	0	0	0	0		17,977	17,847
RTC/PO/NAB Reserve	20,153	202	54	0	0	0	0		20,355	20,207
Insurance Reserve	20,016	200	54	20,000	0	0	0		40,216	20,070
Economic Development & Marketing Reserve	0	0	0	18,693	0	0	0		18,693	0
	308,620	3,082	834	88,693	0	0	0	0	400,395	309,454

Note 7 - Year To Date Reserve Balance to End of Year Estimate



#### Note 8 CAPITAL DISPOSALS

Actu	Actual YTD Profit/(Loss) of Asset Disposal					Amended Current Budget  YTD 31 10 2016				
Cost	Accum Depr	Proceeds	Profit (Loss)	Disposals	2016/17 Budget Profit/(Loss)	2016/17 Actual Profit/(Loss)	Variance	Comments		
\$	\$	\$	\$		\$	\$	\$			
				Plant and Equipment						
42,989		41,170	(1,819)	CEO Vehicle (2)	0	0	0	1 x changeover done		
83,070	(1,035)	79,434	(2,601)	DCEO Vehicle (4)	0	(830)	(830)	2 x changeovers done		
41,512	(682)	40,796	(34)	Works Manager Vehicle (3)	0	(34)	(34)			
			0	11 Tonne Dual Cab Truck (A# 0591)	43,000	0	(43,000)	1 x changeover done		
167,571	(1,717)	161,400	(4,454)		43,000	(864)	(43,864)			

Comments - Capital Disposal/Replacements

Management vehicles are scheduled to be changed over at 15,000kms

#### SHIRE OF MINGENEW

#### NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY

#### For the Period Ended 31 October 2016

Note 9: RATING INFORMATION	Rate in \$	Number of Properties	Rateable Value \$	Rate Revenue \$	Interim Rates \$	Back Rates \$	Total Revenue \$	2016/17 Budget Rate Revenue	2016/17 Budget Interim Rate	2016/17 Budget Back Rate	2016/17 Budget Total Revenue
RATE TYPE								\$	\$	\$	\$
General Rate				ĺ							
GRV - Mingenew & Yandanooka	13.5884	145	1,568,940	212,194	(1,077)		211,116	213,194			213,194
UV - Rural & Mining	1.4014	113	102,310,000	1,433,772			1,433,772	1,433,767			1,433,767
Sub-Totals		258	103,878,940	1,645,966	(1,077)	0	1,644,889	1,646,961	0	0	1,646,961
	Minimum			•	•						
Minimum Payment	\$										
GRV - Mingenew & Yandanooka	655	77	90,176	50,435	655		51,090	55,675	0	0	55,675
UV - Rural & Mining	1500	37	1,353,478	55,500			55,500	55,500	0	0	55,500
Sub-Totals		114	1,443,654	105,935	655	0	106,590	111,175	0	0	111,175
							1,751,479				1,758,136
Concessions							(15,822)				(6,235)
Amount from General Rates							1,735,657				1,751,901
Ex-Gratia Rates (CBH)							34,657				34,666
Specified Area Rates							0				0
Totals							1,770,314				1,786,567

### Comments - Rating Information

No differential rates levied in 2016/17

Concession provided on GRV properties in Yandanooka Townsite of 50%

Concession provided on UV minimum properties (Resolved at October meeting)

#### 10. INFORMATION ON BORROWINGS

#### (a) Debenture Repayments

	Principal 1-Jul-16	New Loans		cipal ments	Prino Outsta	•	Inte Repay	
Particulars			YTD Actual	YTD Budget	YTD Actual \$	Budget \$	YTD Actual	Budget \$
			Ψ	Ψ	Ψ	Ψ	¥	Ψ
Education & Welfare								
Loan 137 - Senior Citizens Buildings	96,719		2,505	2,543	94,214	94,176	1,798	6,424
Housing								
Loan 133 - Triplex	73,136		5,589	5,685	67,547	67,451	769	5,317
Loan 134 - SC Housing	52,130		2,781	2,824	49,349	49,306	628	3,516
Loan 136 - Staff Housing	118,462		3,803	3,863	114,659	114,599	1,747	8,230
Loan 142 - Staff Housing	65,811		4,769	4,829	61,042	60,982	667	3,639
Recreation & Culture								
Loan 138 - Pavilion Fitout	92,850		2,405	2,441	90,445	90,409	1,726	6,167
Transport								
Loan 139 - Roller	39,168		7,336	7,456	31,832	31,712	470	2,603
Loan 141 - Grader	106,509		11,950	12,133	94,559	94,376	1,017	6,909
Loan 143 - 2 x Trucks	54,770		27,066	27,385	27,704	27,385	523	2,329
Loan 144 - Side Tipping Trailer	65,812		4,769	4,829	61,043	60,983	667	3,639
Loan 145 - Drum Roller	121,810	0	0	0	121,810	121,810	(1,165)	4,497
	887,177	0	72,975	73,988	814,202	813,189	8,846	53,270

All debenture repayments were financed by general purpose revenue.

Interest Repayment Actual YTD shows negative balances due to Interest accrual to 30 June 2016.

#### (b) New Debentures

Nil

#### Note 11: GRANTS AND CONTRIBUTIONS

Program/Details	Grant Provider	Approval	2016-17	2016-17	Variations	Operating	Capital	Reco	up Status
GL			Forecast Budget	Original Budget	Additions (Deletions)	2016/17 Budget	2016/17 Budget	2016-17 YTD Actual	2016-17 YTD Budget
		(Y/N)	\$	\$	\$	\$	\$	\$	\$
GENERAL PURPOSE FUNDING									
Financial Assistance Grant - Roads	Grants Commission	Y	300,824	300,824	0	300,824	0	101,971	75,206
Financial Assistance Grant - General	Grants Commission	<sub>Y</sub>	274,126	274,126	0	274,126	0	94,127	68,531
LAW, ORDER, PUBLIC SAFETY	Crants Commission	'	214,120	214,120	•	214,120	Ü	J+, 127	00,001
ESL Administration Grant	Department of Fire & Emergency Services	Y	4,400	4,400	0	4,400	0	0	0
ESL Annual Grant	1 '				0		0	40.005	0.005
	Department of Fire & Emergency Services	Y	26,500	26,500	0	26,500	0	10,625	6,625
Bushfire Management Plan	Department of Fire & Emergency Services	Y	42,500	42,500	0	0	42,500	0	0
HEALTH					_			_	
Childcare Facility Upgrade EDUCATION & WELFARE	MWDC	N	70,000	70,000	0	0	70,000	0	0
Seniors Week Grant	COTAWA	N	1,000	1,000	0	1,000	0	1,000	0
Community Christmas Tree	СВН	N	2,000	2,000	0	2,000	0	0	0
HOUSING			,,,,,,	,		,,,,,			
Independent Living Units COMMUNITY AMENITIES	WCHS	Y	395,545	395,545	0	0	395,545	31,818	0
Town Planning	NPP	Y	0	0	0	0	0	0	0
Thank a Volunteer Day	Department of Local Government & Communities	Ň	1,000	1,000	0	1,000	0	0	0
Anzac Day	ТВА	N	3,000	3,000	0	3,000	0	0	0
Rural Womens Day	TBA	N	1,000	1,000	0	1,000	0	3,000	0
Transfer Station	Mid West Development Commission	Y	50,000	50,000	0	0	50,000	45,000	50,000
RECREATION AND CULTURE									
Museum	Lotterywest	N	10,000	10,000	0	0	10,000	0	0
Museum	Museum Committee	Y	5,000	5,000	0	0	5,000	0	0
Enanty Barn	TBA	N	50,000	50,000	0	0	50,000	0	0
Littlewell	TBA	N	15,000	15,000	0	0	15,000	0	0
Railway Station	Lotterywest	N	35,000	35,000	0	0	35,000	0	0
Football Oval Lights	DSR	Y	50,000	50,000	0	0	150,000	0	0
Football Oval Lights	Football Club	Y	30,000	30,000	0	0	30,000	0	0
Hockey Oval Lights	Hockey Club	Y	13,200	13,200	0	0	13,200	13,200	0
TRANSPORT									
Direct Grant	Main Roads WA	Y	72,224	72,224	0	72,224	0	72,224	72,224
Blackspot Funding	Main Roads WA	Y	40,000	40,000	0	0	40,000	16,000	16,000
Regional Road Group	Main Roads WA	Y	386,000	386,000	0	0	386,000	154,400	154,000
Roads To Recovery	Department of Infrastructure	Y	431,176	431,176		0	431,176		0
Street Lighting	Main Roads WA	ΙΫ́Ι	2,000	2,000		2,000	0	0	Ö
ECONOMIC SERVICES			_,,,,,	_,,,,,		_,,,,,			
Mingenew Hill Walk Trail	TBA	N	15,000	15,000	0	0	15,000	0	C
OTHER PROPERTY & SERVICES									
Industrial Subdivision	Mid West Development Commission	N	100,000	100,000	0	0	100,000		0
Rural Residential Subdivision	Mid West Development Commission	N	100,000	100,000	0	0	100,000	0	0
TOTALS			2,526,495	2,526,495	0	688,074	1,938,421	613,175	442,586
Operating	Operating		688,074	688,074				282,948	222,586
Operating Non-Operating	Operating Non-operating		1,838,421	1,838,421				330,227	222,500
Horr Operating	Hon operating	•						613,175	442,586
		:	2,526,495	2,020,733				010,110	772,300

9173

#### Note 12: TRUST FUND

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

Description	Opening Balance 1 Jul 16	Amount Received	Amount Paid	Closing Balance 31-Oct-16
	\$	\$	\$	\$
BCITF Levy	1,374	396	(1,374)	396
BRB Levy	1,086	291	(1,082)	295
Autumn Committee	974	0	0	974
Community Bus	2,060	100	0	2,160
ANZAC Day Breakfast Donation	501	0	0	501
Building Relocation Bond	1,000	0	0	1,000
Mid West Industry Road Safety Alliance	35,217	46,750	(19,260)	62,707
Mingenew Cemetery Group	4,314	0	0	4,314
Other Bonds	2,558	20	(70)	2,508
Rates Incentive Prizes	200	0	(100)	100
Rec Centre Kitchen Upgrade		0	0	0
Sinosteel Community Trust Fund	63,415	0	0	63,415
Tree Planter - LCDC	88	0	0	88
Weary Dunlop Memorial	87	0	0	87
Mingenew P & C - NBN Rental		0	0	0
Joan Trust	961	1,200	0	2,161
Youth Advisory Council	746	0	0	746
Centenary Committee	897	0	0	897
Community Christmas Tree	132	0	0	132
Silverchain Committee	2,268	0	(2,268)	0
Nomination Fees		0	Ó	0
Seniors Donations		50	0	50
	117,878	48,807	(24,153)	142,531

#### **Note 13: CAPITAL ACQUISITIONS**

Level of								
Completion Indicator	Infrastructure Assets		Amended Annual Budget	Original Full Year Budget	YTD Budget	YTD Actual	Variance (Over)/Under	Comment
	Land Held for Resale			· ·	·			
	Community Amenities							
	Other Property & Services							
	Industrial Area Development	4504	100,000	100,000	0	0	100,000	
	Rural Residentail Area Development	4644	100,000	100,000	0	0	100,000	
	Other Property & Services Total		200,000	200,000	0	0	0	
	Land Held for Resale Total		200,000	200,000	0	0	0	
	Land & Buildings							
	Governance							
	Shire Office	0594	15,000	15,000	0	0	15,000	
	Housing Total		15,000	15,000	0	0	15,000	
	Health		13,300	,				
	Child Care Facility	0075	80,000	80,000	0	0	80,000	
	Health Total		80,000	80,000	0	0	80,000	
	Education & Welfare		,	,	,		,-,-	
	Men's Shed Ablution Block	0048	0	0	0	0	0	
	Education & Welfare Total		0	0	0	0	0	
	Land & Buildings							
	Housing							
	Construction - Staff Housing	9003	5,000	5,000	0	0	5,000	
	Construction - Staff Housing	9005	10,000	10,000	0	0	10,000	
	Construction - Staff Housing	9006	7,000	7,000	2,333	0	7,000	
	Construction - Staff Housing	9010	10,000	10,000	3,333	0	10,000	
	Aged Care Units	0165	450,000	450,000	0	1,284	448,716	
	Silver Chain House	0166	11,000	11,000	0	, 0	11,000	
	Housing Total		493,000	493,000	5,666	1,284	491,716	
	Recreation And Culture		, , , , , , ,	,	-,	, -	,	
	Enanty Barn	0067	50,000	50,000	0	0	50,000	
	Museum	0068	20,000	20,000	0	0	20,000	
	Old Roads Building	0069	12,000	12,000	Ô	0	12,000	
	Old Railway Station	0070	35,000	35,000	0	0	35,000	
	Recreation And Culture Total		117,000	117,000	0	0		
	Transport Total		,,,,,,	, , , , ,	,		,,,,,,	
	Depot	0027	18,000	18,000	0	0	18,000	
	Transport Total		18,000	18,000	0	0		
	Economic Services						·	
	Business Incubator	5964	0	0	0	0	0	
	Economic Services Total		0	0	0	0	0	
	Land & Buildings Total		723,000	723,000	5,666	1,284	721,716	
	Infrastructure - Drainage/Culverts							
	Transport							
	Moore Street Drainage	3284	0	0	0	3,102	(3,102)	
	Transport Total		0	0	0	3,102		
	Infrastructure - Drainage/Culverts Total		0	0	0	3,102		

#### **Note 13: CAPITAL ACQUISITIONS**

Level of Completion			Amended Annual	Original Full			Variance	
Indicator	Infrastructure Assets		Budget	Year Budget	YTD Budget	YTD Actual	(Over)/Under	Comment
	Infrastructure - Footpaths							
	Transport							
	Midlands Road Town Footpaths	1291	0	0	0	0	0	
	Transport Total	1201	Ů	0	Ö	0	0	
	Infrastructure - Footpaths Total		0	0	0	0	0	
						·		
	Infrastructure - Other							
	Community Amenities							
	Waste Transfer Station	3084	185,381	185,381	0	0	185,381	
	Little Well Project	0071	45,309	45,309	0	0	45,309	
	Mingenew Hill Project	0142	30,000	30,000	0	0	30,000	
	Community Amenities Total		260,690	260,690	0	0	260,690	
	Recreation							
	Hockey Oval Lights	0076	35,000	35,000	35,000	35,000	0	
	RV Friendly Site Development	0077	0	0	0	170	(170)	
	Football Oval Lights	0140	130,000	130,000	0	401	129,599	
	Water Tanks & Reticulation	0167	20,000	20,000	0	0	20,000	
	Community Amenities Total		185,000	185,000	35,000	35,571	149,429	
	Infrastructure - Other Total		445,690	445,690	35,000	35,571	410,119	
	- " " - "							
	Furniture & Office Equip.							
	Governance							
	Electronic Whiteboard	0014	3,500	3,500	0	0	3,500	
	Replacement Computers	0574	8,000	8,000	0	0	8,000	
	Governance Total		11,500	11,500	0	0	11,500	
	Recreation				_			
	Christmas Lights	0065	3,000	3,000	0	0	3,000	
	Recreation Total		3,000	3,000	0	0	3,000	
	Transport							
	Nil				0	0	0	
	Transport Total		0	0	0	0	0	
	Furniture & Office Equip. Total		14,500	14,500	0	0	14,500	
	Infrastructure - Aerodomes Total		0	0	0	0	0	

#### **Note 13: CAPITAL ACQUISITIONS**

evel of mpletion dicator	Infrastructure Assets		Amended Annual Budget	Original Full Year Budget	YTD Budget	YTD Actual	Variance (Over)/Under	Commen
aloutor	initiadit adital 6 / 188816		Budgot	rour Buagot	115 Baagot	115 Notadi	(Gvor)/Grider	Commen
	Plant , Equip. & Vehicles							
	Governance							
	CEO Vehicle Replacement	0554	90,000	90,000	43,000	42,989	47,011	
	DCEO Vehicle Replacement	0554	180,000	180,000	84,000	83,070	96,930	
	30 KVA Generator	0554	15,000	15,000			15,000	
	Governance Total		285,000	285,000	127,000	126,059	158,941	
	Transport							
	Works Manager Vehicle	0170	135,000	135,000	40,800	40,796	94,204	
	Sundry Plant	0171	10,000	10,000	0	0	10,000	
	Dual Cab Truck	0173	100,000	100,000	0	0	100,000	
	Ride On Mower	0176	30,000	30,000	0	0	30,000	
	Road Broom	0177	20,000	20,000	0	0	20,000	
	Slasher	0178	20,000	20,000	0	0	20,000	
	Transport Total		315,000	315,000	40,800	40,796	274,204	
	Plant , Equip. & Vehicles Total		600,000	600,000	167,800	166,855	433,145	
	Roads & Bridges							
	Transport							
	Yandanooka NE Intersection	BS05	60,000	60,000	0	0	60,000	
	Roadworks Construction - Own Resources	0001	66,184	66,184	0	0	66,184	
	Depot Hill North Road (R2R)	6066	168,319	168,319	168,314	89,710	78,609	
	Yandanooka Melara Rd (R2R)	6067	138,347	138,347	92,815	158,716	(20,369)	
	Mooriary Road (R2R)	6074	224,512	224,512	0	0	224,512	
	Depot Hill Road Reseal (RRG)	RR62	139,000	139,000	0	0	139,000	
	Mingenew Mullewa Road Reseal (RRG)	RR65	0	0	0	155	(155)	
	Mingenew Mullewa Road Reseal (RRG)	RR63	440,000	440,000	0	0	440,000	
	Transport Total		1,236,362	1,236,362	261,129	248,581	987,781	
	Roads (Non Town) Total		1,236,362	1,236,362	261,129	248,581	987,781	
	Capital Expenditure Total		3,219,552	3,219,552	469,595	455,394	2,564,158	

That the Monthly Statement of Financial Activity for the period 1 July 2016 to 31 October 2016 be received.

CARRIED 5/0

#### 9.2.2 ACCOUNTS FOR PAYMENT – MONTH ENDING 31 OCTOBER 2016

**Location/Address:** Shire of Mingenew **Name of Applicant:** Shire of Mingenew

File Reference: ADM0042

Disclosure of Interest: Nil

Date: 10 November 2016

**Author:** Julie Borrett, Senior Finance Officer

Senior Officer: Nita Jane, Deputy CEO

#### Summary

This report recommends that Council confirm the payment of creditors for the month of October 2016 in accordance with the Local Government (Financial Management) Regulations 1996 section 13(1).

#### **Attachment**

Copy of list of accounts due (EFT & cheque payments), which will enable Council to confirm the payment of its creditors in accordance with Local Government (Financial Management) Regulations 1996, Section 13(1).

#### Background

Financial Regulations require a schedule of payments made through the Council bank accounts to be presented to Council for their inspection. The list includes details for each account paid incorporating the payee's name, amount of payment, date of payment and sufficient information to identify the transaction.

#### Comment

Invoices supporting all payments are available for inspection. All invoices and vouchers presented to Council have been certified as to the receipt of goods and the rendition of services and as to prices, computations and costings, and that the amounts shown were due for payment.

#### Consultation

Nil

#### **Statutory Environment**

Local Government Act 1996, Section 6.4

Local Government (Financial Management) Regulations 1996, Sections 12, 13 and 15

#### **Policy Implications**

Payments have been made under delegation.

#### **Financial Implications**

Funds available to meet expenditure.

#### **Strategic Implications**

Nil

#### **Voting Requirements**

Simple Majority

#### **OFFICER RECOMMENDATION – ITEM 9.2.2**

That Council confirm the accounts as presented for October 2016 from the Municipal Fund totalling \$337,887.69 represented by Electronic Funds Transfers of EFT 10265 to EFT10363, Direct Deduction DD7798.1, 2 and 3, DD7818.1 2 and 3 and Cheque numbers 8094-8102.

#### **COUNCIL DECISION – ITEM 9.2.2**

#### **Moved Cr Cosgrove**

Seconded Cr Newton

That Council confirm the accounts as presented for October 2016 from the Municipal Fund totalling \$337,887.69 represented by Electronic Funds Transfers of EFT 10265 to EFT10363, Direct Deduction DD7798.1, 2 and 3, DD7818.1 2 and 3 and Cheque numbers 8094-8102.

CARRIED 5/0

### Shire of MINGENEW List of Accounts for October 2016

Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount Amount
485	03/10/2016	MINGENEW SHIRE COUNCIL	MWIRSA REFUND CP85	T	5,291.00
486	31/10/2016	MINGENEW SHIRE COUNCIL	MWIRSA REFUND CP85	T	5,709.00
8094	10/10/2016	MINGENEW SHIRE COUNCIL	Payroll deductions	M	195.00
8095	10/10/2016	Mingenew Historical Society	REIMBURSEMENT	M	10.00
8096	10/10/2016	PALM ROADHOUSE	NEWSPAPERS	M	42.70
8097	17/10/2016	SYNERGY	POWER	M	1,854.56
8098	25/10/2016	MINGENEW SHIRE COUNCIL	Payroll deductions	M	195.00
8099	25/10/2016	SYNERGY	CHARGES	M	904.45
8100	25/10/2016	WATER CORPORATION	CHARGES	M	2,844.73
8101	31/10/2016	ELGAS LTD	CHARGES	M	118.80
8102	31/10/2016	SYNERGY	POWER	M	4,772.35
EFT10265	03/10/2016	WESTERN AUSTRALIAN TREASURY CORPORATION	LOAN	М	7,564.10
EFT10266	03/10/2016	BATAVIA COAST AUTO ELECTRICAL PTY LTD	CHARGES	М	224.00
EFT10267	03/10/2016	Courier Australia	FREIGHT	M	32.25
EFT10268	03/10/2016	STAPLES AUSTRALIA PTY LIMITED	STATIONERY	M	210.85
EFT10269	03/10/2016	DONGARA DRILLING & ELECTRICAL	CHARGES	M	441.49
EFT10270	03/10/2016	DONGARA MID WEST WASTE	CHARGES	M	1,170.00
EFT10271	03/10/2016	Great Northern Rural Services	CHARGES	M	990.00

### Shire of MINGENEW List of Accounts for October 2016

Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount Amount
EFT10272	03/10/2016	GREAT SOUTHERN FUEL SUPPLIES	CHARGES	M	441.39
EFT10273	03/10/2016	Mingenew Golf Club	CHARGES	M	289.72
EFT10274	03/10/2016	SILVER CHAIN BRANCH COMMITTEE - Mingenew	REIMBURSEMENT	M	243.00
EFT10276	03/10/2016	THURKLE'S DOZING	CHARGES	M	6,776.00
EFT10277	03/10/2016	WALGA	CHARGES	M	544.50
EFT10278	03/10/2016	MINGENEW FABRICATORS	CHARGES	M	192.50
EFT10279	03/10/2016	YOUNG MOTORS	CHARGES	M	2,663.60
EFT10280	05/10/2016	Shire of Mingenew - Payroll	PAYROLL	M	30,139.63
EFT10281	05/10/2016	Australian Services Union	Payroll deductions	M	79.05
EFT10282	05/10/2016	CHILD SUPPORT AGENCY	Payroll deductions	M	255.51
EFT10283	05/10/2016	LGRCEU	Payroll deductions	M	20.50
EFT10284	10/10/2016	FIVE STAR BUSINESS EQUIPMENT & COMMUNICATIONS	LEASE	М	421.30
EFT10285	10/10/2016	FIVE STAR BUSINESS EQUIPMENT & COMMUNICATIONS	CHARGES	М	1,499.83
EFT10286	10/10/2016	AVON WASTE	CHARGES	М	2,337.06
EFT10287	10/10/2016	Ella SUCKLING	REIMBURSEMENT	M	26.06
EFT10288	10/10/2016	Courier Australia	FREIGHT	M	29.92
EFT10289	10/10/2016	GERALDTON TV & RADIO SERVICES	CHARGES	M	299.00
EFT10290	10/10/2016	GLOBE AUSTRALIA PTY LTD	CHARGES	M	3,080.00

### Shire of MINGENEW List of Accounts for October 2016

Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
EFT10291	10/10/2016	IRWIN PLUMBING SERVICES	CHARGES	M		588.50
EFT10292	10/10/2016	C & J LUCKEN TRANSPORT	CHARGES	M	1	7,688.00
EFT10293	10/10/2016	MINGENEW PAINTING GROUP	DONATION	М		100.00
EFT10294	10/10/2016	MINGENEW CWA	HOTLINES	M		18.00
EFT10295	10/10/2016	MGB DIESEL CONTRACTING PTY LTD	CHARGES	М		3,370.95
EFT10297	10/10/2016	STATE WIDE TURF SERVICES	CHARGES	M	2.	22,017.60
EFT10298	10/10/2016	SUNNY SIGN COMPANY PTY LTD	SIGNS	М		53.30
EFT10299	10/10/2016	Jacqueline Olive Taylor	Rates refund for assessment A242 26 SHENTON STREET MINGENEW 6522	M		360.00
EFT10300	10/10/2016	WESTRAC PTY LTD	CHARGES	M		101.35
EFT10301	17/10/2016	NAB BUSINESS VISA	CREDIT CARD	M		4,596.67
EFT10302	17/10/2016	Australian Taxation Office	BAS	M	1:	2,797.00
EFT10303	17/10/2016	LEADING EDGE COMPUTERS	CHARGES	М		347.00
EFT10304	17/10/2016	ABCO PRODUCTS	GOODS	М		203.84
EFT10305	17/10/2016	BATAVIA COAST AUTO ELECTRICAL PTY LTD	CHARGES	M		733.25
EFT10306	17/10/2016	CAMPERVAN & MOTORHOME CLUB OF AUSTRALIA	SIGNS	М		140.00
EFT10307	17/10/2016	DONGARA DRILLING & ELECTRICAL	CHARGES	M		1,180.38
EFT10308	17/10/2016	DONGARA GOLF CLUB INC	CHARGES	M		4,277.00
EFT10309	17/10/2016	GREAT SOUTHERN FUEL SUPPLIES	FUEL	M	1	6,873.16

### Shire of MINGENEW List of Accounts for October 2016

Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
EFT10310	17/10/2016	D & K Goddard	BOOKS	M		70.00
EFT10311	17/10/2016	IRWIN PLUMBING SERVICES	CHARGES	M		3,074.50
EFT10312	17/10/2016	CANINE CONTROL	FEES	M		1,012.00
EFT10313	17/10/2016	MINGENEW COMMUNITY RESOURCE CENTRE	CHARGES	M		155.93
EFT10314	17/10/2016	STARICK TYRES	TYRES	M		774.79
EFT10315	17/10/2016	MARKETFORCE	CHARGES	M		913.99
EFT10316	17/10/2016	MINGENEW BAKERY	CHARGES	M		201.30
EFT10317	17/10/2016	THE MURRAY HOTEL PTY LTD	CHARGES	M		580.00
EFT10318	17/10/2016	PIRTEK (GERALDTON) PTY LTD	CHARGES	M		181.51
EFT10319	17/10/2016	ROWE GROUP	CHARGES	M		942.15
EFT10320	17/10/2016	LANDMARK	CHARGES	M		212.99
EFT10321	17/10/2016	Telstra Corporation	TELSTRA	M		1,831.29
EFT10322	17/10/2016	UNDARRA FAMILY TRUST	CHARGES	M		37.50
EFT10323	17/10/2016	Ian Ronald Winch-Buist	EARLY RATE PAYMENT INCENTIVE 3RD PRIZE	T		100.00
EFT10324	19/10/2016	Shire of Mingenew - Payroll	PAYROLL	M		29,015.09
EFT10325	19/10/2016	Australian Services Union	Payroll deductions	M		79.05
EFT10326	19/10/2016	CHILD SUPPORT AGENCY	Payroll deductions	M		255.51
EFT10327	19/10/2016	LGRCEU	Payroll deductions	M		20.50

### Shire of MINGENEW List of Accounts for October 2016

Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
EFT10328	25/10/2016	AUSTRALIA POST	POSTAGE	M		609.89
EFT10329	25/10/2016	ABCO PRODUCTS	CHARGES	M		366.28
EFT10330	25/10/2016	AVON WASTE	CHARGES	M		2,322.20
EFT10331	25/10/2016	ANNE-MARIE CONNAUGHTON	CHARGES	M		300.00
EFT10332	25/10/2016	LANDGATE	CHARGES	M		64.70
EFT10333	25/10/2016	FESA	CHARGES	M		1,704.00
EFT10334	25/10/2016	FREDS MOWER REPAIRS	CHARGES	M		330.00
EFT10335	25/10/2016	FAUNA FOR THE FUTURE	CHARGES	M		200.00
EFT10336	25/10/2016	Great Northern Rural Services	CHARGES	M		2,838.66
EFT10337	25/10/2016	LATERAL ASPECT	CHARGES	M		3,758.33
EFT10338	25/10/2016	LGIS LIABILITY	INSURANCE	M		11,490.40
EFT10339	25/10/2016	LGIS WORKCARE	INSURANCE	M		16,850.12
EFT10340	25/10/2016	MIDWEST AERO MEDICAL AIR AMBULANCE P/L	FEES	M		1,000.00
EFT10341	25/10/2016	MOOREVIEW PLANTS & TREES	CHARGES	M		275.40
EFT10342	25/10/2016	LGIS PROPERTY	INSURANCE	M		42,864.20
EFT10343	25/10/2016	MINGENEW IGA X-PRESS & LIQUOR	GROCERIES	M		563.03
EFT10344	25/10/2016	OSA PRODUCTIONS TRUST	CHARGES	M		550.00
EFT10345	25/10/2016	PEST A KILL WA	CHARGES	M		866.25

### Shire of MINGENEW List of Accounts for October 2016

Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
EFT10346	25/10/2016	PEMCO DIESEL PTY LTD	CHARGES	M		1,171.50
EFT10347	25/10/2016	PATIENCE SANDLAND PTY LTD	CHARGES	M		6,652.80
EFT10348	25/10/2016	PRIME MEDIA GROUP PTY	CHARGES	M		5,709.00
EFT10349	25/10/2016	PUBLIC LIBRARIES WESTERN AUSTRALIA	CHARGES	M		110.00
EFT10350	25/10/2016	ROTARY CLUB OF GERALDTON	DONATION	M		2,000.00
EFT10351	25/10/2016	SHIRE OF CHAPMAN VALLEY	FEES	M		2,294.49
EFT10352	25/10/2016	TARTS & CO CATERING	CHARGES	M		572.00
EFT10353	25/10/2016	WESTRAC PTY LTD	GOODS	M		777.32
EFT10354	25/10/2016	YOUNG MOTORS	CHARGES	M		2,126.90
EFT10355	31/10/2016	WESTERN AUSTRALIAN TREASURY CORPORATION	LOAN 137	M		10,616.42
EFT10356	31/10/2016	BATAVIA COAST AUTO ELECTRICAL PTY LTD	CHARGES	M		387.00
EFT10357	31/10/2016	Courier Australia	FREIGHT	M		761.15
EFT10358	31/10/2016	DONGARA DRILLING & ELECTRICAL	CHARGES	M		530.41
EFT10359	31/10/2016	FLICK ANTICIMEX PTY LTD	CHARGES	M		2,359.50
EFT10360	31/10/2016	IRWIN PLUMBING SERVICES	CHARGES	M		1,313.40
EFT10361	31/10/2016	CANINE CONTROL	FEES	M		1,012.00
EFT10362	31/10/2016	MGB DIESEL CONTRACTING PTY LTD	CHARGES	M		1,015.19
EFT10363	31/10/2016	Telstra Corporation	DAMAGES	M		2,546.93

### Shire of MINGENEW List of Accounts for October 2016

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Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
DD7798.1	05/10/2016	WA SUPER	Payroll deductions	M		5,331.45
DD7798.2	05/10/2016	PERSONAL CHOICE PRIVATE FUND EWRAP SUPER	Superannuation contributions	M		1,082.73
DD7798.3	05/10/2016	PRIME SUPER	Superannuation contributions	M		215.30
DD7818.1	19/10/2016	WA SUPER	Payroll deductions	M		5,345.77
DD7818.2	19/10/2016	PERSONAL CHOICE PRIVATE FUND EWRAP SUPER	Superannuation contributions	M		1,082.73
DD7818.3	19/10/2016	PRIME SUPER	Superannuation contributions	M		207.29

#### REPORT TOTALS

Bank Code	Bank Name	TOTAL
M	MUNI - NATIONAL AUST BANK	337,887.69
T	TRUST- NATIONAL AUST BANK	11,100.00
TOTAL		348,987.69

### **NATIONAL BUSINESS MASTERCARD**

01 October to 31 October

### **CEO - Martin Whitely**

	Ś	771.80
Bank Fees	\$	9.00
Accommodation for training	\$	230.00
Fuel	\$	53.61
Meals during workshop	\$	9.90
Fuel	\$	78.31
Meals during workshop	\$	31.00
Accommodation for Workshop	\$	234.00
Gifts for Planning Session presenters	\$	125.98

### **Work's Manager - Warren Borrett**

Battery	\$ 466.40
Toilet Seats	\$ 45.00
Flowers for Sarah (Rocky)	\$ 95.85
Bank Fees	\$ 9.00

616.25

1,243.24

### **Manager of Admin and Finance - Nita Jane**

Internet	\$ 179.90
Plate change fee	\$ 25.30
Goods for Community Day	\$ 310.84
Goods for Community Day	\$ 240.95
Flowers for Strawb Pascoe	\$ 121.95
Plant Operator Ad	\$ 355.30
Bank Fees	\$ 9.00

Total Direct Debit Payment made on 1st October 2016 \$ 2,631.29

#### **POLICE LICENSING**

Direbt Debits from Muni Account 01 October to 31 October

Monday, 3 October 2016	\$ 323.10
Tuesday, 4 October 2016	\$ 1,700.80
Wednesday, 5 October 2016	\$ 1,212.10

Thursday, 6 October 2016	\$	1,440.75
Friday, 7 October 2016		367.55
Monday, 10 October 2016	\$ \$ \$ \$	867.70
Tuesday, 11 October 2016	\$	1,003.50
Wednesday, 12 October 2016	\$	1,303.95
Thursday, 13 October 2016	\$	1,210.10
Friday, 14 October 2016	\$	2,572.25
Monday, 17 October 2016	\$	3,130.95
Tuesday, 18 October 2016	\$	12,852.90
Wednesday, 19 October 2016	\$	52.55
Thursday, 20 October 2016	\$	669.25
Monday, 24 October 2016	\$ \$ \$ \$	185.00
Tuesday, 25 October 2016	\$	2,038.55
Wednesday, 26 October 2016	\$	5,028.45
Thursday, 27 October 2016	\$	800.00
Friday, 28 October 2016		8,247.55
Monday, 31 October 2016	\$	1,790.90
	\$	46,797.90
BANK FEES	\$	46,797.90
BANK FEES  Direct debits from Muni Account	\$	46,797.90
_	\$	46,797.90
Direct debits from Muni Account	\$	46,797.90 151.09
Direct debits from Muni Account 01 October to 31 October	•	
Direct debits from Muni Account 01 October to 31 October  Total direct debited from Municipal Account  PAYROLL	•	
Direct debits from Muni Account 01 October to 31 October  Total direct debited from Municipal Account	•	
Direct debits from Muni Account 01 October to 31 October  Total direct debited from Municipal Account  PAYROLL  Direct Payments from Muni Account	•	
Direct debits from Muni Account 01 October to 31 October  Total direct debited from Municipal Account  PAYROLL  Direct Payments from Muni Account 01 October to 31 October	\$	151.09
Direct debits from Muni Account 01 October to 31 October  Total direct debited from Municipal Account  PAYROLL  Direct Payments from Muni Account 01 October to 31 October  Wednesday, 5th October 2016	<b>\$</b>	<b>151.09</b> 43,079.73

#### 9.3 ADMINISTRATION

Nil

#### 9.4 TOWN PLANNING

Nil

- 10.0 ELECTED MEMBERS/MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN Nil.
- 11.0 NEW BUSINESS OF AN URGENT NATURE INTRODUCED BY DECISION OF MEETING Nil.

#### 12.0 CONFIDENTIAL ITEMS

#### 12.1 DISPOSAL OF PROPERTY – LOT 4 ERNEST STREET

This matter will be dealt with as a confidential item in accordance with Section 5.23 (2)(e) of the Local Government Act as it contains information that may have commercial value to a person or persons.

#### **COUNCIL DECISION – MEETING CLOSED TO PUBLIC**

#### **Moved Cr Newton**

Seconded Cr Pearce

That the meeting be closed to members of the public in accordance with section 5.23(2)(e) of the Local Government Act to allow council to discuss a matter that concerns information that has a commercial value to a person.

CARRIED 5/0

#### **COUNCIL DECISION – MEETING REOPENED TO PUBLIC**

**Moved Cr Pearce** 

**Seconded Cr Newton** 

That the meeting be reopened to members of the public.

CARRIED 5/0

#### **COUNCIL DECISION – ITEM 12.1**

#### **Moved Cr Cosgrove**

Seconded Cr Criddle

#### That:

- 1. Council accept the offer from Paul Starick Transport of \$15,000 for the sale of Lot 4 Ernest Street, Mingenew, and
- 2. The proceeds from the sale are allocated to the Land & Building Reserve for the purchase or future industrial land that become available and/or uses the proceeds to develop Lot 303 Eleanor Street at some stage in the future.

CARRIED 5/0

The full details of Item 12.1 Disposal of Property – Lot 4 Ernest Street are held in the Council Safe in the "Confidential Items" file.

#### 13.0 TIME AND DATE OF NEXT MEETING

Next Ordinary Council Meeting to be held on Wednesday 21st December 2016 commencing at 4.30pm.

#### MINGENEW SHIRE COUNCIL ORDINARY MEETING MINUTES – 16 November 2016

### 14.0 CLOSURE

The President thanked all for attending and declared the meeting closed at 5.23 pm.

These minutes were confirmed at an Ordinary Council meeting on 21 December 2016.
Signed Presiding Officer
Date: