



MINUTES FOR THE  
ORDINARY COUNCIL MEETING  
HELD ON  
WEDNESDAY  
17<sup>TH</sup> OCTOBER 2012



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**SHIRE OF MINGENEW**  
**MINUTES OF THE ORDINARY MEETING HELD IN THE COUNCIL CHAMBERS,**  
**MINGENEW, ON WEDNESDAY THE 17<sup>TH</sup> OCTOBER 2012**

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**1.0 DECLARATION OF OPENING/ ANNOUNCEMENT OF VISITORS**

The Presiding Member, Cr Michelle Bagley, declared the meeting open at 4.00pm.

**2.0 ATTENDANCE**

**2.1 PRESENT**

MA Bagley	President	Rural Ward
PJ Ward	Councillor	Rural Ward
MP Pearce	Councillor	Town Ward
GJ Cosgrove	Councillor	Rural Ward
PJ Gledhill	Deputy President	Town Ward
AT Sobey	Councillor	Town Ward
HM Newton	Councillor	Town Ward

**STAFF**

MC Sully	Chief Executive Officer
CL Watson	Manager of Finance & Administration
ML Criddle	Customer Service Officer

**2.2 APOLOGIES**

NIL

**2.3 LEAVE OF ABSENCE**

NIL

**3.0 RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE**

NIL

**4.0 PUBLIC QUESTION TIME / PETITIONS / DEPUTATIONS / PRESENTATIONS / SUBMISSIONS**

Robert Newton asked the following Questions:

1. Why weren't the Councillors given the opportunity to reduce the excessive rate rise of 59% on average for Mingenew Townsite, an extra 49% above advertised 10%?

Presidents response to Question 1. The question will be taken on notice and a written response will be provided within the prescribed period.

2. How can you set a rate in the dollar without knowing the amount to balance the budget?

Presidents response to Question 2. The question will be taken on notice and a written response will be provided within the prescribed period.

3. If so cash strapped why didn't Council increase farm rates 50%?

Presidents response to Question 3. The question will be taken on notice and a written response will be provided within the prescribed period.

4. Have Council got a comprehensive budget available to the public, or only the glossary that I have been given?

President's response to Question 4. Yes council has a comprehensive budget and one will be provided to you by the Manager of Finance & Administration

5. Is compensation available for extra harvest freight costs incurred due to closure of Depot Hill Crossing during harvest period?

President's response to Question 5. No there will be no compensation.

#### **5.0 APPLICATIONS FOR LEAVE OF ABSENCE**

NIL

#### **6.0 DECLARATIONS OF INTEREST**

CR MP Pearce has impartiality interest in item 9.3.3 – Golf Club

#### **7.0 CONFIRMATION OF PREVIOUS MEETING MINUTES**

121001

**MOVED : CR AT Sobey  
SECONDED : CR PJ Ward**

**That the Minutes of the Ordinary Meeting of Council held on Monday, 17<sup>th</sup> September 2012, be confirmed as a true and accurate record of proceedings.**

**CARRIED  
Voting 7/0**

#### **8.0 ANNOUNCEMENTS BY PRESIDING PERSON WITHOUT DISCUSSION**

NIL

#### **9.0 OFFICERS REPORTS**

## 9.3 CHIEF EXECUTIVE OFFICER

### 9.3.1 MID WEST REGIONAL COUNCIL – ESTABLISHMENT AGREEMENT 2012

<b>Agenda Reference:</b>	CEO 10/12-01
<b>Location/Address:</b>	Geraldton, WA
<b>Name of Applicant:</b>	Mid West Regional Council
<b>File Reference:</b>	N/A
<b>Disclosure of Interest:</b>	Nil
<b>Date:</b>	10 October 2012
<b>Author:</b>	Mike Sully

#### SUMMARY

This report recommends that Council revoke its endorsement of the existing Mid West Regional Council's (MWRC) Establishment Agreement dated 1 July 2006 and the endorse the Mid West Regional Council's (MWRC) Establishment Agreement attached to this agenda item.

#### ATTACHMENT

A copy of the new Establishment Agreement is attached to this item.

#### BACKGROUND

The current Agreement provides that the four participating Shires; Mingenew, Morawa, Perenjori and Three Springs, may elect an Elected Member, being the Shire President, each as a member of the MWRC. The four members of the MWRC and respective Chief Executive Officers have undertaken a thorough review of the Agreement and now request that the participating Councils endorse the revised Agreement.

#### COMMENT

Two major changes have been proposed in the revised Agreement:

The number of members representing each Shire has been increased to two. The Shire President and Deputy Shire President from each participating Shire will be members of the MWRC. Currently the Deputy Shire President is a proxy member only.

Following a review of a number of Regional Councils' Agreements, it is proposed that a Council advising its intention to resign from the MWRC will be required to pay its full annual subscription for the year of notice of resignation and year the following the year of notice.

#### CONSULTATION

Shire Presidents, Deputy Shire Presidents and Chief Executive Officers of the Shires of Mingenew, Morawa, Perenjori and Three Springs.

Chief Executive Officer of the Mid West Regional Council

## **STATUTORY ENVIRONMENT**

Establishment of the MWRC is approved under Section 3.61 of the Local Government Act (1995)

## **POLICY IMPLICATIONS**

Nil.

## **FINANCIAL IMPLICATIONS**

The operational and administrative costs of the MWRC are shared between the four participating Shires.

## **STRATEGIC IMPLICATIONS**

Participating Councils have a greater influence in regional strategic matters including; finance, resources and political influence.

## **VOTING REQUIREMENTS**

ABSOLUTE MAJORITY

### **OFFICER RECOMMENDATION – ITEM 9.3.1**

That Council:

1. Revoke its endorsement of the existing Mid West Regional Council's (MWRC) Establishment Agreement dated 1 July 2006 and the endorse the Mid West Regional Council's (MWRC) Establishment Agreement attached to this agenda item.
2. Authorise the Shire President and Chief Executive Officer to sign the revised Agreement and affix the Shire Seal to the document.

***There was no mover or seconder to the Officer's Recommendation.***

***The following motion was moved and seconded.***

## VOTING REQUIREMENTS

Absolute Majority

### Council Resolution

121001

**MOVED:** Cr MP Pearce

**SECONDED:** Cr GJ Cosgrove

That Council:

1. Agree to the original agreement as amended by the new agreement included in this item,
2. Authorise the Shire President and Chief Executive Officer to sign the revised Agreement and affix the Shire Seal to the document,
3. Appoint its Deputy Shire President as a member of the Mid West Regional Council; and
4. Appoint Cr Pearce and Cr Ward as deputy members of the Midwest Regional Council.

**CARRIED BY ABSOLUTE MAJORITY**

**Voting 7/0**

***Reason for Change: Legal advice was obtained***

Dated 2012

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SHIRE OF MINGENEW

and

SHIRE OF MORAWA

and

SHIRE OF PERENJORI

and

SHIRE OF THREE SPRINGS

**ESTABLISHMENT AGREEMENT**

**OF THE**

**MID WEST REGIONAL COUNCIL**



## **OPERATIVE PART**

### **1. FORMER ESTABLISHMENT AGREEMENT**

The former agreement between the Participants to establish a regional local government dated 1 July 2006 is revoked and substituted with this Establishment Agreement commencing on the Operative Date.

### **2. NAME**

The name of the regional local government is the Mid West Regional Council; hereafter referred to as the MWRC.

Footnote:

1. Section 3.62(1) of the Act provides that a regional local government is a body corporate with perpetual succession and a common seal.
2. Except as stated in section 3.66 the Local Government Act 1995 applies to a regional local government as if:
  - (a) the participants' districts together made up a single district; and
  - (b) the regional local government were the local government established for that district.

### **3. MID WEST REGIONAL COUNCIL REGION**

- a) The Participants agree to form the MWRC commencing on the Operative Date.
- b) The MWRC is established for the Region.

### **4. REGIONAL PURPOSE**

The Regional Purpose for the MWRC's establishment is to:

- a) Provide centralized services to, and on behalf of the Participants where provision of that service by the MWRC benefits the Region through:
  - (i) A more effective use of resources, including financial, personnel and assets; or
  - (ii) Increased prospects for receiving funding, services or service providers through representation of a larger population;
- b) Assess the possibilities and methodology of facilitating, and to identify funding and revenue opportunities for, a range of services and projects on a regional basis;
- c) Provide an advocacy function to influence and liaise with local, state and federal governments in the development of policies and legislation which are of benefit to the Region;
- d) As a peak body provide leadership and deliver services, regional strategies and projects for Participants, in accordance with an approved MWRC strategic plan; and

- e) Carry out any of the executive (but not legislative) functions of a local government, for the Participants including, without limitation, the following functions:
- (i) The control and management of assets vested in, or under the control and management of, the Participants;
  - (ii) Regional collection, removal, processing, treatment and disposal of waste; and
  - (iii) The promotion of economic development and employment within the Region.

Footnote:

1. In certain circumstances, a proposal to undertake a Regional Purpose may require the preparation of a business plan under the Act – see section 3.59.

## 5. DEFINITIONS

In this Establishment Agreement unless the contrary intention appears:

**“Act”** means the *Local Government Act 1995* (WA);

**“Business Day”** means a day other than a Saturday, a Sunday or a public holiday in Western Australia;

**“Chairman”** means the person appointed to the office of chairman pursuant to clause 6.4(a);

**“Chief Executive Officer”** means the chief executive officer of the MWRC as appointed pursuant to clause 7;

**“Deputy Chairman”** means the person appointed to the office of deputy chairman pursuant to clause 6.4(a);

**“Establishment Agreement”** means this agreement and any attachments or schedules;

**“Member”** means a person appointed by a Participant as a member of the MWRC Council pursuant to clause 6.2;

**“Minister”** means the Minister of the Crown to whom the administration of the Act is for the time being committed by the Governor and includes a Minister of the Crown for the time being acting for or on behalf of the Minister;

**“MWRC”** means the Mid West Regional Council;

**“MWRC Council”** means the Council of the MWRC;

**“Operative Date”** means the date upon which the Minister declares by notice in the *Government Gazette* that the MWRC is established pursuant to section 3.61 of the Act;

**“Participant”** means a Shire who has entered into this deed and is a member of the MWRC;

**“Project”** means the undertaking of a specified item of work, which is specified in a Project Plan;

**“Project Plan”** means a plan prepared and adopted pursuant to clause 11;

**“Region”** means the districts of the Participants;

**“Regional Purpose”** means the purpose for which the MWRC was established as set out in clause 4;

**“Service”** means an administrative or operational function of the MWRC, provided to Participants, related to any purpose other than a Project, which is specified in a Service Plan;

**“Service Plan”** means a plan prepared and adopted pursuant to clause 9;

**“Schedule”** means a schedule to this Establishment Agreement;

**“Written Law”** means Commonwealth and Western Australian legislation, including statutes, ordinances, instruments, codes, requirements, regulations, by-laws and other subordinate legislation, the common law and the principles of equity.

## 6. THE COUNCIL

### 6.1 Establishment of the MWRC Council

- a) The MWRC Council is established for the purpose of administering the Regional Purpose.
- b) Subject to this Establishment Agreement and the Act, each Participant consents to the MWRC Council making decisions to administer the Regional Purpose in respect of that Participant’s district.
- c) The MWRC Council will consist of 8 Members, comprising of 2 Members from each council of the Participants.

### 6.2 Members of the MWRC Council

- a) Each Participant is to appoint two Members of the MWRC Council, being the president and deputy president of its council.
- b) Each Member has the right to one vote in decisions of the MWRC Council.
- c) A Participant may appoint two of its councillors as deputy Members of the MWRC Council who may act temporarily in place of either of the Participant’s Members during any period in which either of the Participant’s Members are unable, by reason of illness, conflict of interest or for any other cause, to perform the functions of the office.
- d) Each Participant must ensure that its Members are duly authorised to represent and bind the Participant on any matter within the powers of the MWRC Council.

Footnote:

Section 3.62(b) of the Act provides that a regional local government is to have, as its governing body, a council established under the Establishment Agreement and consisting of members of the councils of the participants.

### **6.3 Term of Office**

A Member is to hold office until the Member:

- a) Ceases to be the president or deputy president of the council of the Participant;
- b) Ceases to be a member of the council of the Participant; or
- c) Is removed from office by the Participant,

whichever is the earlier.

Footnote:

Section 2.32 and 2.33 of the Act set out circumstances in which the office of a member of a councillor becomes vacant.

### **6.4 Election of Chairman and Deputy Chairman**

- a) The Members of the MWRC Council must elect a Chairman and a Deputy Chairman from amongst the MWRC Council:
  - (i) at the first meeting of the MWRC Council following the Operative Date; and
  - (ii) at the first meeting of the MWRC Council following the day on which ordinary elections are held under the Act.
- b) If the office of Chairman or Deputy Chairman becomes vacant then the MWRC Council must elect a new Chairman or Deputy Chairman as the case requires.
- c) The election of the Chairman is to be conducted by the Chief Executive Officer in accordance with the procedure prescribed under the Act for the election of a president by a council.
- d) The election of the Deputy Chairman is to be conducted by the Chairman, or the Chief Executive Officer in the Chairman's absence, in accordance with the procedure prescribed under the Act for the election of a deputy president by a council.

### **6.5 Tenure of Chairman and Deputy Chairman**

- a) The Chairman is to hold office until the earlier of the day that is two years after their appointment to the office of Chairman or the election of a new Chairman pursuant to clause 6.4(a).
- b) The Deputy Chairman is to hold office until the earlier of the day that is two years after their appointment to the office of Deputy Chairman or the election of a new Deputy Chairman pursuant to clause 6.4(a).

### **6.6 Role of Chairman**

The Chairman:

- a) Presides at meetings of the MWRC Council;
- b) Carries out civic and ceremonial duties on behalf of the MWRC;
- c) Speaks on behalf of the MWRC;
- d) Performs such other functions as are given to the Chairman by the Act, any other Written Law or this Agreement; and
- e) Liaises with the Chief Executive Officer on the MWRC's affairs and the performance of its functions.

Footnote:

1. The role of the MWRC Council is set out in section 2.7 of the Act.
2. The functions of the Chief Executive Officer are set out in section 5.41 of the Act.
3. The Chairman may agree to the Chief Executive Officer speaking on behalf of the MWRC – see section 5.41(f) of the Act.

## **6.7 Role of Deputy Chairman**

- a) The Deputy Chairman performs the functions of the Chairman when authorised to do so under this clause.
- b) The Deputy Chairman may perform the functions of the Chairman if:
  - (i) the office of Chairman is vacant; or
  - (ii) the Chairman is not available or is unable or unwilling to perform the functions of Chairman.

## **6.8 Role of Members**

A Member:

- a) Represents the interests of the ratepayers and residents of the Region;
- b) Facilitates communication between the community of the Region and the MWRC Council;
- c) Participates in the MWRC's decision-making processes at meetings of the MWRC Council and its committees; and
- d) Performs such other functions as are given to the member by the Act or any other Written Law.

## **7. CHIEF EXECUTIVE OFFICER**

- a) The MWRC Council may appoint a Chief Executive Officer at such remuneration and on such terms and conditions and with such powers, authorities, discretions and duties as it considers appropriate.
- b) The MWRC may terminate the appointment of the Chief Executive Officer at any time.
- c) The Chief Executive Officer shall:
  - (i) be responsible for the administration of the MWRC; and
  - (ii) be the custodian of the records, books and documents of the WMRC.

## **8. NEW PARTICIPANTS**

### **8.1 New Participants**

Where a local government outside of the MWRC wishes to become a Participant, the Participants may commence the process of amending the Establishment Agreement to include the local government as a Participant after all the Participants have agreed to the local government becoming a Participant of the MWRC and the proposed Participant agrees to the initial contribution determined pursuant to clause 8.2.

### **8.2 Initial contributions of new Participants**

The amount of the initial contribution to be made by a proposed Participant will be determined by the MWRC Council.

## **9. ADMINISTERING THE MWRC**

### **9.1 Annual contributions**

- a) Each Participant must make a contribution towards the amount necessary to fund the Services and meet the deficiency, if any, disclosed in the annual budget of the MWRC with respect to the Regional Purpose.
- b) The contribution for each Participant is to be an equal proportion of that deficiency.

### **9.2 Capital contributions**

Where the MWRC Council determines that the Participants are to make a contribution towards the cost of the acquisition of any asset of a capital nature for the purpose of administering the MWRC's Regional Purpose, then the Participants must make that contribution in equal proportions.

### **9.3 Manner of payment**

The contributions referred to in clauses 9.1 and 9.2 are to be paid by each Participant to the MWRC in the manner and by the time determined by the MWRC Council.

### **9.4 Late payment**

Unless otherwise agreed, if a Participant fails to pay to the MWRC a sum of money owing under this clause on or before the due date for the payment, that Participant must, in addition to the sum of money due and payable, pay to the MWRC, interest at the overdraft rate charged by the MWRC's bank on amounts of the same size as the unpaid sum, calculated from and including the due date of payment to but excluding the actual date of payment.

### **9.5 Annual financial statements**

When submitting the same to the MWRC's auditor each year, the MWRC is to give to each Participant a copy of the MWRC's annual financial statements including details of all assets and liabilities and the respective equities of the Participants in those assets.

### **9.6 Requirements**

The Participants agree that the MWRC is to undertake a Service only in accordance with clauses 9 and 10 of this Establishment Agreement.

Footnote:

1. In certain circumstances, a proposal to undertake a Project or Service may require the preparation of a business plan under the Act. See section 3.59
2. Section 3.18(3) if the Act provides as follows:

“(3) A local government is to satisfy itself that services and facilities that it provides:

- (a) Integrate and coordinate, so far as practicable, with any provided by the Commonwealth, the State or any public body;
- (b) Do not duplicate, to an extent that the local government considers inappropriate services or facilities provided by the Commonwealth, the State or any other body or person, whether public or private; and
- (c) Are managed efficiently and effectively.”

### **9.7 Service Plan to be prepared and adopted**

Where the MWRC is considering a proposed Service the MWRC is to prepare and adopt a Service Plan.

### **9.8 Absolute majority to adopt Service Plan**

The MWRC is to adopt a Service Plan only when authorised to do so by an absolute majority of the MWRC Council.

### **9.9 Contents of Service Plan**

A Service Plan must include:

- a) A clear definition of the proposed Service;
- b) Details of the expected costs and benefits for the Participants including the expected revenue, if any, from the Service and the expected fees, if any, to be charged to those Participants who request the Service;
- c) The proportion (and the basis of its calculation) in which the Participants will:
  - (i) Make contributions towards:
    - (a) Funding the service and deficiency, if any, disclosed in the annual budget of the MWRC with respect to the Service; and
    - (b) The acquisition of any asset of a capital nature required for the Service;
  - (ii) Be credited with or entitled to, any surplus in respect of the Service (being the amount, if any, by which the revenue of the Service exceeds the expenses of the Service as shown in the annual financial report prepared by the MWRC);
- d) The manner of payment of the contributions referred to in subclause c);
- e) The proportional entitlement or liability, as the case may be (and the basis of its calculation) of the Participants in the event that the Service is wound up;
- f) The manner of payment of the entitlement or liability referred to in subclause e);
- g) The amount, if any, of interest payable where contributions are not made on the due date payment; and
- h) The entitlement, if any, of a local government which is not a Participant to receive the service and the procedure to be followed including the period of notice to be given by that non-member local government.

### **9.10 Participants to be given Service Plan**

Upon completion of the Service Plan, the MWRC is to give a copy of the Service Plan to each of the Participants.

## **10. OBLIGATIONS OF PARTICIPANTS WITH REGARD TO SERVICES**

### **10.1 Participants to enter into agreement**

Where the MWRC decides to proceed with a Service and gives notice of its decision to each of the Participants in accordance with clause 9.10, then each of the Participants agree to be bound by the terms of the Service Plan and must execute a written agreement containing the terms of the Service Plan.

## **10.2 Annual contributions**

In the case of a Service, each Participant must make a contribution towards the amount necessary to meet the deficiency, if any, disclosed in the annual budget of the MWRC with respect to the Service, and the contribution is to be the proportion of the deficiency which is specified in the Service Plan.

## **10.3 Indemnification by Participants of the MWRC for annual deficiency**

The Participants must indemnify the MWRC with respect to the deficiency, if any, disclosed in the annual budget of the MWRC with respect to the Service.

## **10.4 Winding up of a Service**

Clauses 10.5, 10.6 and 10.7 apply where the MWRC Council resolves to wind up a Service.

## **10.5 Division of assets**

- a) Subject to subclause b), if a Service is to be wound up and there remains, after satisfaction of all its debts and liabilities, any property and assets of the Service then the property and assets are to be realized and the proceeds along with any surplus funds are to be divided among the Participants in the proportions referred to in the Service Plan.
- b) Subclause a) does not apply where the Participants advise the MWRC that a realisation of the property and assets is not necessary.

## **10.6 Division of liabilities**

If a Service is to be wound up and there remains any liability or debt in excess of the realized property and assets of the Service then the Participants must meet the liability or debt in the proportions referred to in the Service Plan.

## **10.7 Indemnification by Participants of the MWRC on winding up of Service**

If a Service is wound up then the Participants must indemnify the MWRC (in the proportions referred to in the Service Plan) with respect to any liability or debt.

# **11. PROJECTS BY THE MWRC**

## **11.1 Requirements**

The Participants agree that the MWRC is to undertake a Project only in accordance with this clause 11 of this Establishment Agreement.

Footnote:

1. In certain circumstances, a proposal to undertake a Project or Service may require the preparation of a business plan under the Act. See section 3.59.
2. Section 3.18(3) of the Act provides as follows:

“(3) A local government is to satisfy itself that services and facilities that it provides:

- (a) Integrate and coordinate, so far as practicable, with any provided by the Commonwealth, the State or any public body;
- (b) Do not duplicate to an extent that the local government considers inappropriate, services or facilities provided by the Commonwealth, the State or any other body or person, whether public or private; and
- (c) Are managed efficiently and effectively.

## **11.2 Project Plan to be prepared and adopted**

Where the MWRC is considering a proposed Project the MWRC is to prepare and adopt a Project Plan.

## **11.3 Absolute majority to adopt Project Plan**

The MWRC is to adopt a Project Plan only when authorised to do so by an absolute majority of the MWRC Council.

## **11.4 Contents of Project Plan**

A Project Plan is to include:

- a) A clear definition of the proposed Project;
- b) Details of the expected costs and benefits for the Participants including the expected revenue, if any, from the Project;
- c) The proportion (and the basis of its calculation) in which the Participants will:
  - (i) Make contributions towards:
    - (a) The deficiency, if any, disclosed in the annual budget of the MWRC with respect to the Project; and
    - (b) The acquisition of any asset of a capital nature required for the Project; and
  - (ii) Be credited with or entitled to, any surplus in respect of the Project (being the amount, if any, by which the revenue of the Project exceeds the expenses of the Project as shown in the annual financial report of the MWRC);
- d) The manner of payment of the contributors referred to in subclause c);
- e) The proportional entitlement or liability, as the case may be (and the basis of its calculation) of the Participants in the event that the Project is wound up;
- f) The manner of payment of the entitlement or liability referred to in subclause e);
- g) The proportional entitlement or liability, as the case may be (and the basis of its calculation), of a Project including the period of notice;
- h) The manner of payment of the entitlement or liability referred to in subclause h);
- i) The amount, if any, of interest payable where contributions are not made on the due date for payment; and
- j) The entitlement, if any, of a local government which is not a Participant to join that project and the procedure to be followed including the period of notice to be given by that non-member local government.

## **11.5 Participants to be given Project Plan**

Upon completion of the Project Plan the MWRC is to give a copy of the Project Plan to each of the Participants.

## **12. OBLIGATIONS OF PARTICIPANTS WITH REGARD TO PROJECTS**

### **12.1 Participants to enter into agreement**

Where the MWRC decides to proceed with a Project and gives notice of its decision to each of the Participants in accordance with clause 11.5, then each of the Participants agree to be bound by the terms of the Project Plan and must execute a written agreement containing the terms of the Project Plan.

### **12.2 Annual contributions**

In the case of a Project, each Participant must make a contribution towards the amount necessary to meet the deficiency, if any, disclosed in the annual budget of the MWRC with respect to the Project, and the contribution is to be the proportion of the deficiency which is specified in the Project Plan.

### **12.3 Indemnification by Participants of the MWRC for annual deficiency**

The Participants must indemnify the MWRC with respect to the deficiency, if any, disclosed in the annual budget of the MWRC with respect to the Project.

### **12.4 Winding up of a Project**

Clauses 12.5, 12.6 and 12.7 apply where the MWRC Council resolves to wind up a Project.

### **12.5 Division of assets**

- a) Subject to subclause b), if a Project is to be wound up and there remains, after satisfaction of all its debts and liabilities, any property and assets of the Project then the property and assets are to be realized and the proceeds along with any surplus funds are to be divided among the Participants in the proportions referred to in the Project Plan.
- b) Subclause a) does not apply where the Participants advise the MWRC that a realisation of the property and assets is not necessary.

### **12.6 Division of liabilities**

If a Project is to be wound up and there remains any liability or debt in excess of the realised property and assets of the Project then the Participants must meet the liability or debt in the proportions referred to in the Project Plan.

### **12.7 Indemnification by Participants of the MWRC on winding up of Project**

If a Project is wound up then the Participants must indemnify the MWRC (in the proportions referred to in the Project Plan) with respect to any liability or debt.

## **13. REFERENCES TO THE MWRC**

The Participants acknowledge that the MWRC is not a party to this Agreement and the Participants agree that no failure or alleged failure by the MWRC to observe the provisions of clause 8, 9, 10, 11 or 12 precludes any of the Participants from meeting its obligations under this Establishment Agreement or otherwise gives rise to any claim or entitlement on its part.

## **14. WINDING UP**

### **14.1 Winding up by agreement**

The Participants may, by agreement, wind up the MWRC.

Footnote:

Section 3.63(1) of the Act provides as follows:

“(1) A regional local government is to be wound up –

- (a) at the direction of the Minister, or
- (b) in accordance with the establishment agreement.”

### **14.2 Division of assets**

If the MWRC is to be wound up and there remains, after satisfaction of all its debts and liabilities, any property and assets of the MWRC then the property and assets are to be realised and the proceeds along with any surplus funds are to be divided among each of the Participants in the same proportions as the contributions by all Participants.

### **14.3 Division of liabilities**

If the MWRC is to be wound up and there remains any liability or debt in excess of the realized property and assets of the MWRC then the liability or debt is to be met by each of the Participants in the same proportions as the contributions by all Participants.

## **15. WITHDRAWAL OF A PARTICIPANT**

### **15.1 Withdrawal**

A Participant may, at any time between 1 July and 31 December in any year give to the MWRC and to the other Participants notice of its intention to withdraw from the MWRC.

### **15.2 When withdrawal to take effect**

The withdrawal of a Participant is to take effect from the end of the financial year after the financial year in which notice of withdrawal under clause 15.1 is given.

### **15.3 Entitlement or liability of withdrawing Participant**

When the withdrawal of a Participant takes effect the Participant must continue to pay to the MWRC annual contributions at the financial year commencement for the following two consecutive years after the withdrawal.

## **16. AMALGAMATION OF A PARTICIPANT**

### **16.1 Amalgamation of two or more Participants**

Where two or more Participants undertake an amalgamation, the annual contribution for the amalgamated Participant for the two financial years beginning after the amalgamation will be equivalent to the annual contributions that would have been made by the individual Participants had the amalgamation not occurred.

## **16.2 Amalgamation of a Participant with a Non-Participant**

- a) A Participant who amalgamates with a local government that is not part of the MWRC shall continue to make annual contributions as if the Participant had not amalgamated with the non-Participant for the two financial years beginning after the amalgamation.
- b) After amalgamation, this Establishment Agreement does not apply to the district of the non-Participant until the Establishment Agreement has been amended to include the district of the former local government that was not part of the MWRC.

## **17. BORROWINGS**

The MWRC may, with the agreement of all the Participants:

- a) borrow or re-borrow money;
- b) obtain an overdraft; or
- c) arrange for financial accommodation to be extended to the MWRC in ways additional to or other than borrowing money,

to enable the MWRC to perform its functions and exercise the powers conferred on it under the Act or any other Written Law, and Part 6, Division 5, subdivision 3 of the Act applies to borrowings by the MWRC.

Footnote:

1. Section 3.66(4) of the Act provides that Part 6, Division 5, subdivision 3 does not apply in relation to a regional local government unless the Establishment Agreement provides that it does.
2. Part 6, Division 5, subdivision 3 of the Act deals with borrowings and includes the power to borrow and restrictions on borrowings.

## **18. DISPUTE RESOLUTION**

### **18.1 No proceedings**

A Participant must not start arbitration proceedings in respect of a dispute arising out of this Establishment Agreement (“Dispute”) unless it has complied with this clause.

### **18.2 Notification of dispute**

A Participant claiming that a Dispute has arisen must notify the other Participants giving details of the Dispute.

### **18.3 Reasonable efforts to resolve dispute**

- a) During the 14 day period after a notice is given under clause 18.2 (or longer period as agreed in writing between the Participants) (“Negotiation Period”), the Participants must use their reasonable efforts to resolve the Dispute.
- b) Within the first 7 days of the Negotiation Period, if the Dispute continues, the chief executive officers of the Participants, must meet, and use their reasonable endeavours to resolve the Dispute.

#### **18.4 Dispute resolution process**

If the Dispute is not resolved within the Negotiation Period, the Participants must meet and endeavour to agree on:

- a) A process for resolving the Dispute other than by litigation or arbitration (such as by further negotiations, mediation, conciliation or expert determination);
- b) The procedure and timetable for any exchange of documents and other information relating to the Dispute;
- c) The procedural rules and timetable for the conduct of the selected mode of proceeding;
- d) A procedure for the selection and compensation of any independent persons engaged by the parties to assist in resolution of the Dispute; and
- e) Whether or not the Participants should seek the assistance of a dispute resolution organisation.

#### **18.5 Arbitration**

If the Participants are unable to agree on a process for resolving the Dispute in accordance with the clause 18.4 within 21 days after the Negotiation Period then any Participant may notify the others in writing (“Arbitration Notice”) that it requires the dispute to be referred to arbitration and, upon receipt of the arbitration notice by the recipients, the Dispute is to be referred to arbitration under and in accordance with the provisions of the *Commercial Arbitration Act 1985* (WA).

#### **18.6 Legal Representation**

For the purposes of the *Commercial Arbitration Act 1985* (WA), the Participants consent to each other and to the MWRC being legally represented at any such arbitration.

### **19. AMENDING THE ESTABLISHMENT AGREEMENT**

- a) This Establishment Agreement may only be amended by agreement of all Participants.
- b) After the MWRC Council have resolved to amend the Establishment Agreement, this document shall be amended and submitted for the Minister’s approval pursuant to section 3.65 of the Act.
- c) The amended Establishment Agreement shall take effect on the day on which the Minister’s approval is endorsed on it.

### **20. NOTICE**

- a) A notice given under this Establishment Agreement must be:
  - (i) in writing; and
  - (ii) signed by the Participant making it or on that Participant’s behalf by its solicitor, chief executive officer or authorised agent.
- b) All notices must be delivered or posted by prepaid post to the address set out in the Schedule (or as otherwise notified by that Participant to each other Participant from time to time).
- c) A notice is to be treated as given at the following times:
  - (i) if it is delivered before 4.00pm on a Business Day -- on that day;

- (ii) if it is delivered on or after 4.00pm on a Business Day, or on a day that is not a Business Day -- on the next Business Day; or
- (iii) if it is posted by prepaid post -- on the second Business Day after the date of posting.

## **21. INTERPRETATION**

### **21.1 Interpretation**

In this Establishment Agreement unless a contrary intention appears:

- a) Words importing the singular include the plural and vice versa;
- b) Words importing any gender include the other genders;
- c) References to persons include corporations and bodies politic;
- d) References to a person include the legal personal representatives
- e) A reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any other legislative authority having jurisdiction);
- f) References to this or any other document include the document as varied or replaced, and notwithstanding any change in the identity of the parties;
- g) References to writing include any mode of representing or reproducing words in tangible and permanently visible form, and includes telex and facsimile transmission;
- h) If a word or phrase is defined cognate words and phrases have corresponding definitions;
- i) References to a person which has ceased to exist or has been reconstituted, amalgamated, reconstructed or merged, or the functions of which have become exercisable by any other person or body in its place, shall be taken to refer to the person or body established or constituted in its place or by which its functions have become exercisable;
- j) Reference to anything (including, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them;
- k) Reference to a month and cognate terms means a period commencing on any day of a calendar month and ending on the corresponding day in the next succeeding calendar month but if a corresponding day does not occur in the next succeeding calendar month the period shall end on the last day of the next succeeding calendar month;
- l) References to this Establishment Agreement include its Schedules.

### **21.2 Headings and footnotes**

Headings and footnotes are to be ignored in constructing this Establishment Agreement.

### **21.3 Time**

- a) References to time are to local time in Perth, Western Australia;
- b) Where time is to be reckoned from a day or event, the day or the day of the event is to be excluded.

Footnote:

Amendment of Establishment Agreement

1. The Participants may amend this Establishment Agreement by agreement made with the Minister’s approval – see section 3.65(1) of the Act.

Admission of Other Local Governments

2. This Establishment Agreement can be amended to include another local government as a party to the amending – see section 3.65(2) of the Act

## SCHEDULE

PARTICIPANT	DATE OF RESOLUTION TO ENTER INTO THIS ESTABLISHMENT AGREEMENT
Shire of Mingenew of Victoria Street, Mingenew, Western Australia Shire of Morawa of Winfield Street, Morowa, Western Australia Shire of Perenjori of Fowler Street, Perenjori, Western Australia Shire of Three Springs of Railway Road, Three Springs, Western Australia	

## EXECUTED by the Parties

THE COMMON SEAL of SHIRE OF MINGENEW )

was hereunto affixed in the presence of: )

\_\_\_\_\_

Shire President

\_\_\_\_\_

Chief Executive Officer

**THE COMMON SEAL of SHIRE OF MORAWA** )

was hereunto affixed in the presence of: )

---

Shire President

---

Chief Executive Officer

**THE COMMON SEAL of SHIRE OF PERENJORI** )

was hereunto affixed in the presence of: )

---

Shire President

---

Chief Executive Officer

**THE COMMON SEAL of THREE SPRINGS** was )

was hereunto affixed in the presence of: )

---

Shire President

---

Chief Executive Officer

APPROVED

Hon John Castrilli, MLA

MINISTER FOR LOCAL GOVERNMENT

2012

<b>9.3.2 LOT 3 ELEANOR STREET, MINGENEW – RESTRICTIVE COVENANT</b>
--

<b>Agenda Reference:</b>	CEO 10/12-02
<b>Location/Address:</b>	Lot 3 Eleanor St, Mingenew
<b>Name of Applicant:</b>	Shire of Mingenew
<b>File Reference:</b>	N/A
<b>Disclosure of Interest:</b>	NIL
<b>Date:</b>	2012
<b>Author:</b>	Mike Sully

### SUMMARY

Council is requested to endorse a Restrictive Covenant over Lot 3 Eleanor Street, Mingenew, on Deposited Plan 5616, formerly part of Lot 303 on Deposited Plan 43544 and approve that the Shire President and Chief Executive Officer sign the Restrictive Covenant and place the Shire Common Seal on the document.

### ATTACHMENT

A copy of the Restrictive Covenant and a map showing the relevant property is included in this report.

### BACKGROUND

The former Lot 303, Eleanor Street, Mingenew has been approved for subdivision into four Lots by the Western Australian Land Information Authority (Landgate). The final requirement in the process is for individual land titles to be issued for each of the four properties.

Before the land titles can be produced by Landgate, Council is required to endorse a Restrictive Covenant over part of Lot 3 Eleanor Street, Mingenew, listed on the title as the Burdened Land. The Covenant restricts the construction or erection of any building, structure, appendage or improvement of any kind on the Burdened Land to not exceed 22 (twenty-two) metres in height.

### COMMENT

The portion of Lot 3 Eleanor Street affected by the Restricted Covenant (indicated by an x inside a circle on the plan) has boundaries that are contiguous with a Road Reserve boundary (Mingenew-Morawa Road) and a Railway Reserve boundary.

Enquiries with Landgate have not provided any answers as to why this portion on Lot 3 has a Restrictive Covenant limiting the height of any construction to no more than 22 metres. The advice received from Landgate is for Council to initiate a search for information, regarding the height restriction placed on a portion of Lot 3, on the original Crown Reserve file held within Landgate.

Landgate further advised that the search would take a considerable amount of time, be expensive for Council and will not change the requirement for the Restrictive Covenant.

The subdivision of Lot 303 Eleanor Street has already taken a considerable amount of time to proceed through the process. In order to finalise the process, it is recommended that Council approve the Restrictive Covenant, arrange for the titles to be issued and, if

necessary, investigate the details of the Restrictive Covenant in the future. It is unlikely that any structure that may be proposed to be built on the lot will be higher than 22 metres.

**CONSULTATION**

Tiffany Bennett, Lawyer, Civic Legal Pty Ltd.

**STATUTORY ENVIRONMENT**

Planning Regulations require that the Restrictive Covenant be placed on the Land Title for Lot 3 Eleanor Street before the Titles for all four lots in the subdivision are prepared.

**POLICY IMPLICATIONS**

Nil.

**FINANCIAL IMPLICATIONS**

There is a fee of \$80.00, payable to Landgate, to register the Restrictive Covenant on the title for Lot 3 Eleanor Street, Mingenew.

**STRATEGIC IMPLICATIONS**

Enabling local business proprietors to own the land where they work supports the Shire’s Strategic Plan initiative of supporting and encouraging local industry.

**VOTING REQUIREMENTS**

ABSOLUTE MAJORITY

**Officer’s Recommendation & Council Resolution**

**121002**                      **MOVED: Cr GJ Cosgrove**  
    **SECONDED: Cr AT Sobey**

That Council:

1. Endorse a Restrictive Covenant over Lot 3 Eleanor Street, Mingenew, on Deposited Plan 5616, formerly part of Lot 303 on Deposited Plan 43544
2. Approve that the Shire President and Chief Executive Officer sign the Restrictive Covenant and place the Shire Common Seal on the document.
3. Approve a payment of \$80.00 to Landgate to register the Restrictive Covenant.

**CARRIED BY ABSOLUTE MAJORITY**  
**Voting 7/0**

FORM B 2

FORM APPROVED  
NO. B2891WESTERN AUSTRALIA  
TRANSFER OF LAND ACT 1893 AS AMENDED**BLANK INSTRUMENT FORM****RESTRICTIVE COVENANT  
Transfer of Land Act 1983  
Section 129BA**

(Note 1)

DATED THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2012

BY:

SHIRE OF MINGENEW of PO Box 120, Mingenew, Western Australia (Grantor)

and

SHIRE OF MINGENEW of PO Box 120, Mingenew, Western Australia, and a local government within the meaning of section 129BA of the Act (Grantee)

**RECITALS**

- A. The Grantor is registered as the proprietor of the Burdened Land.
- B. The Land is free of all encumbrances.
- C. **The Grantee owns land in close proximity to the Burdened Land which is reserved for a railway.**

**OPERATIVE PART****1. DEFINITIONS AND INTERPRETATION****1.1 Definitions**

In this deed the following words and expressions shall have the following meanings:

"Act" means the *Transfer of Land Act 1893 (WA)*; and

"Burdened Land" means Lot 3 on Deposited Plan 56161 formerly part of Lot 303 on Deposited Plan 43544 being part of the land contained in Certificate of Title Volume 2595 Folio 416.

**1.2 Interpretation**

In this document, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing any gender include the other genders;
- (c) references to persons include corporations;
- (d) references to a party hereto or to any other person include the legal personal representatives, successors and permitted assigns of that party or person;
- (e) if a word or phrase is defined cognate words and phrases have corresponding definitions;

FORM A 6

FORM APPROVED  
NO. B3811

WESTERN AUSTRALIA  
TRANSFER OF LAND ACT 1893 AS AMENDED

APPLICATION for a NEW TITLE  
BALANCE

DESCRIPTION OF LAND (Note 1)

DESCRIPTION OF LAND (Note 1)	EXTENT	VOLUME	FOLIO
LOT 303 ON PLAN 43544	WHOLE	2595	416

APPLICANT (Note 2)

SHIRE OF MINGENEW OF PO BOX 120, MINGENEW	NUMBER OF LOTS EXCLUDING VESTED LOTS (Note 3)
	4

The Applicant Hereby Applies for the creating and registering of a new Certificate of Title for the following reason (Note 4)

SEPARATE CERTIFICATE OF TITLES ARE REQUIRED FOR THE LAND COMPRISED IN DEPOSITED PLAN 56161

Dated this 29<sup>th</sup> day of May Year 2012.

REQUEST FOR NON ISSUE (Instruction 4)

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

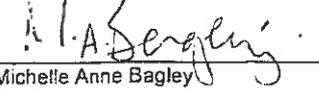
Signed \_\_\_\_\_ Signed \_\_\_\_\_

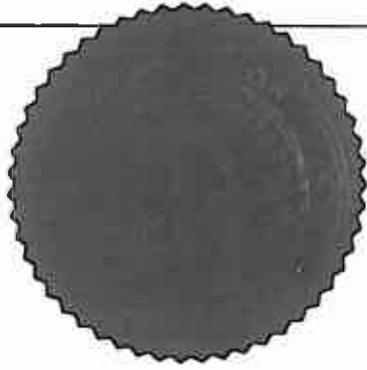
APPLICANTS EXECUTION (Note 5)

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

The Common Seal of Shire Of Mingenew was hereunto affixed in the presence of:

  
Michael Charles Sully  
Chief Executive Officer

  
Michelle Anne Bagley  
President



**INSTRUCTIONS**

1. This form may be used only when a "Box Type" form is not provided or is unsuitable. It may be completed in narrative style.
2. If insufficient space hereon Additional Sheet Form B1 should be used.
3. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
4. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.

**NOTES**

1. Insert document type.
2. A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and occupation of the witness must be stated.

OFFICE USE ONLY

LODGED BY

ADDRESS

PHONE No.

FAX No

REFERENCE No.

ISSUING BOX No.

PREPARED BY Civic Legal

ADDRESS Level 2, 11 Mounts Bay Road, Perth  
PO Box 7432, Cloisters Square, Perth 6850

PHONE No. 9460 5000 FAX No. 9460 5001

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

TITLES, LEASES, DECLARATIONS ETC. LODGED HEREWITH

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

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

EXAMINED

(f) any obligation incurred by two or more parties shall bind them jointly and severally and an obligation incurred in favour of two or more parties shall be enforceable by them jointly and severally; and

(g) headings shall be ignored in construing this document.

**2. RECITALS INCLUDED**

All the Recitals are included in this deed as if each of them were repeated here in full.

**3. GRANTOR'S COVENANTS**

3.1 The Grantor covenants with the Grantee not to construct or erect any building, structure, appendage or improvement of any kind on the Burdened Land (including outbuildings, car parking areas, structures, landscaping, spaces, undercover and open storage areas, fences, walls, air conditioning units, television, radio or other antennae on the Burdened Land or any part of it) that exceeds 22 (twenty-two) metres in height.

3.2 The covenants contained in this clause 3 are intended to run with the Burdened Land for the benefit of the Grantee and shall be enforceable against the registered proprietor of the Burdened Land by the Grantee and every subsequent registered proprietor of the Burdened Land.

**EXECUTED AS A DEED:**

**Execution by the Grantor**

THE COMMON SEAL of the **SHIRE OF MINGENEW** was affixed in the presence of:

\_\_\_\_\_  
**Chief Executive Officer**  
Michael Sully

\_\_\_\_\_  
**President**  
Michelle Bagley

**Execution by the Grantee**

THE COMMON SEAL of the **SHIRE OF MINGENEW** was affixed in the presence of:

\_\_\_\_\_  
**Chief Executive Officer**  
Michael Sully

\_\_\_\_\_  
**President**  
Michelle Bagley

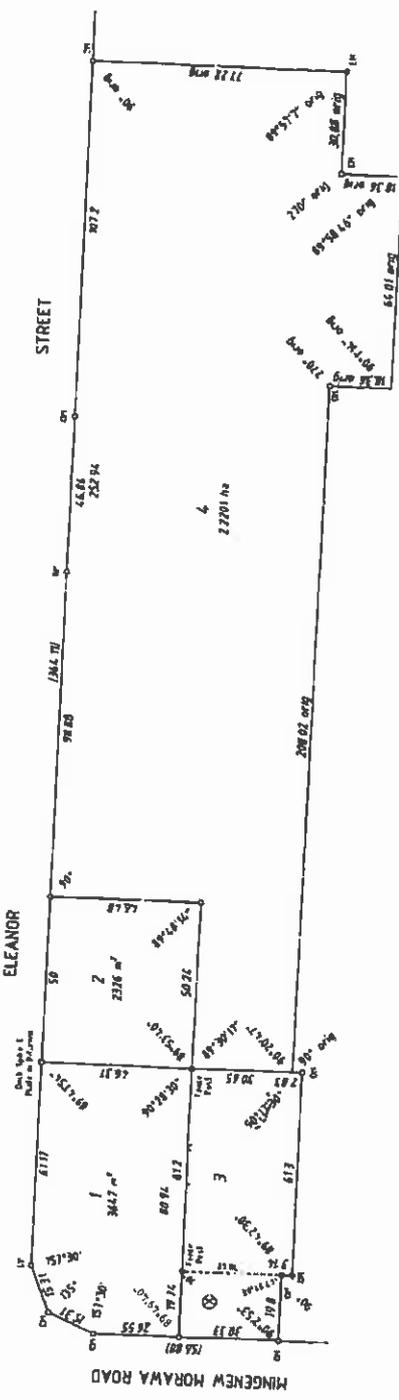
**HELD BY LANDGATE  
IN DIGITAL FORM ONLY.**

A2 ORIGINAL



**DEPOSITED PLAN  
56161**

SHEET 1 OF 1 SHEETS  
version 2



A47996  
306  
OP 12644

**INTERESTS AND NOTIFICATIONS**

SUBJECT	PURPOSE	STATUTORY REFERENCE	ORIGIN	LAND SUBDIVISION	BENEFIT TO	COMMENTS
①	RESTRICTIVE COVENANT	SEC 127BA OF THE TLA	DOC	LOT 3	SHORE OF MINGENEW	HEIGHT RESTRICTION OF 22 METRES
SCALE 1 : 1000 @ A2 ALL DISTANCES ARE IN METRES		CC 15.817	LODGED	TYPE OF VALUATION	IN ORDER FOR DEALINGS	
FORMED UNDER LOT 303 ON DP 42644 LT 2297416		SURVEYOR'S CERTIFICATE - Reg 84	19-JUN-07	REAL ESTATE AGENT	SUBJECT TO REG 126BA OF THE TLA	
DEEDS 6517 (3) 74 30		1 JULY 1907	304 00	CL, SINGHAPON	APPROVED	
FIELD BOOKS 102779		1 JULY 1907	2438007	DT/ST/RE/CA	11-JULY-2012	
DISTRICT VICTORIA		SURVEYOR'S NAME: Ian Kelly		APPROVED BY: [Signature]		11-JULY-2012
LOCAL AUTHORITY SHIRE OF MINGENEW		SURVEYOR'S FIRM: [Logo]		APPROVED BY: [Signature]		11-JULY-2012
TOWNSITE MINGENEW		SURVEYOR'S FIRM: [Logo]		APPROVED BY: [Signature]		11-JULY-2012
LOCALITY MINGENEW		SURVEYOR'S FIRM: [Logo]		APPROVED BY: [Signature]		11-JULY-2012
SHORE OF MINGENEW		SURVEYOR'S FIRM: [Logo]		APPROVED BY: [Signature]		11-JULY-2012



DUPLICATE CERTIFICATE OF TITLE

DUPLICATE CERTIFICATE OF TITLE

DUPLICATE CERTIFICATE OF TITLE

999L  
Exam - Post  
J269282

REGISTER NUMBER <b>303/DP43544</b>	
DUPLICATE EDITION <b>1</b>	DATE DUPLICATE ISSUED <b>7/7/2005</b>



WESTERN



AUSTRALIA

**DUPLICATE CERTIFICATE OF TITLE  
UNDER THE TRANSFER OF LAND ACT 1893**

VOLUME  
**2595**

FOLIO  
**416**

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

*RG Roberts*  
REGISTRAR OF TITLES



**LAND DESCRIPTION:**

LOT 303 ON DEPOSITED PLAN 43544

**REGISTERED PROPRIETOR:  
(FIRST SCHEDULE)**

SHIRE OF MINGENEW OF PO BOX 120, MINGENEW

(TF J269282 ) REGISTERED 2 MAY 2005

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

Warning: A current search of the certificate of title held in electronic form should be obtained before dealing on this land.  
Lot as described in the land description may be a lot or location.

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

**STATEMENTS:**

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

SKETCH OF LAND:	DP43544.
PREVIOUS TITLE:	1173-876.
PROPERTY STREET ADDRESS:	NO STREET ADDRESS INFORMATION AVAILABLE.
LOCAL GOVERNMENT AREA:	SHIRE OF MINGENEW.

DUPLICATE CERTIFICATE OF TITLE

DUPLICATE CERTIFICATE OF TITLE

DUPLICATE CERTIFICATE OF TITLE

<b>9.3.3 MINGENEW GOLF CLUB – GROUND HIRE FEES</b>
--

**Agenda Reference:** CEO 10/12-03  
**Location/Address:**  
**Name of Applicant:** Mingenew Golf Club  
**File Reference:** N/A  
**Disclosure of Interest:** NIL  
**Date:** 11 Oct 2012  
**Author:** Mike Sully

**SUMMARY**

The Mingenew Golf Club has submitted a written request that Council consider a reduction in the amount of ground hire fees charged to the Club for the 2012/2013 financial year. This report recommends that the Golf Club fees remain as stated in the Shire 2012/2013 budget and the Golf Club be authorised to pay the fee in instalments.

**ATTACHMENTS**

- Letter from the Mingenew Golf Club.
- Various expenditure and income reports

**BACKGROUND**

Sport based organisations and several community based organisations using shire facilities had their user fees raised for the 2012/2013 season. The increase was necessary to reduce the gap between the cost of maintenance of the facilities and the amount charged for use.

**COMMENT**

The letter raises the issue that there was no consultation and no warning, regarding the amount of the increase, between the Shire and the Golf Club. This is acknowledged but does not change the fact that Council must reduce the net cost of providing sport and recreation facilities.

**CONSULTATION**

D Broad & B Pearse                      Members of the Mingenew Golf Club

**STATUTORY ENVIRONMENT**

Nil.

**POLICY IMPLICATIONS**

Nil.

**FINANCIAL IMPLICATIONS**

In August 2012 the Shire's Manager of Finance and Administration (MFA) prepared an expenditure and income report indicating the cost to Council for the annual maintenance of sport and recreation facilities in Mingenew over the last five years. (Attached)

A further report from the MFA indicates that in the 2011/2012 financial year an amount of \$19,425.00 was expended on operational maintenance of the golf course, while the income was \$3,300.00.

The MFA is currently preparing a more detailed sport and recreation facility expenditure and income report providing a breakdown of areas of expenditure over the past five years.

**STRATEGIC IMPLICATIONS**

Nil.

**VOTING REQUIREMENTS**

SIMPLE MAJORITY

**OFFICER RECOMMENDATION – ITEM 9.3.3**

That Council allow the Golf Club to pay the ground hire fees as listed in the 2012/2013 budget in instalments throughout the 2012/2013 financial year

*On verbal approaches from various sporting clubs, Council decided to allow all sporting clubs the options to pay ground hire fees by instalments.*

**Council Resolution**

**121003**                      **MOVED: Cr GJ Cosgrove**  
                                      **SECONDED: Cr PJ Gledhill**

That Council allow the various sporting clubs within the district to pay the ground hire fees as listed in the annual budget in instalments throughout the relevant financial year,

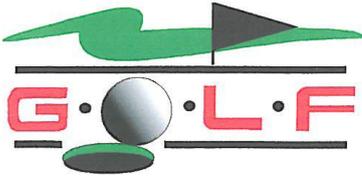
**CARRIED**  
**Voting 7/0**

**Council Resolution**

**121004**                      **MOVED: Cr GJ Cosgrove**  
                                      **SECONDED: Cr PJ Gledhill**

That Council reduce the Golf Club’s 2012/13 ground hire fee to \$4400 in return for club members mow the fairways twice in the financial year as per Councils proposed policy on Sporting Club use of Councils equipment.

**CARRIED BY ABSOLUTE MAJORITY**  
**Voting 7/0**



Mingenew Golf Club

Western Australia

P. O. Box 134

MINGENEW.

17/9/2012

THE C.E.O. MINGENEW SHIRE COUNCIL,  
DEAR SIR,

I am writing on behalf of the  
Mingenew Golf Club to register our concern, re  
the huge rise of \$2000 (ca GST) approx 40%  
in our annual maintenance fees. Last year we  
paid \$3,300 inc GST and this year we are being  
asked to pay \$5,500 inc GST.

We realise that an increase is probably  
necessary but feel this is too big an impost  
without any consultation or warning, especially  
at the end of our playing season.

We, like all Mingenew Sporting Clubs are  
struggling for numbers and funds and would become  
unviable, under our present budget and  
circumstances, if this fee is enforced!

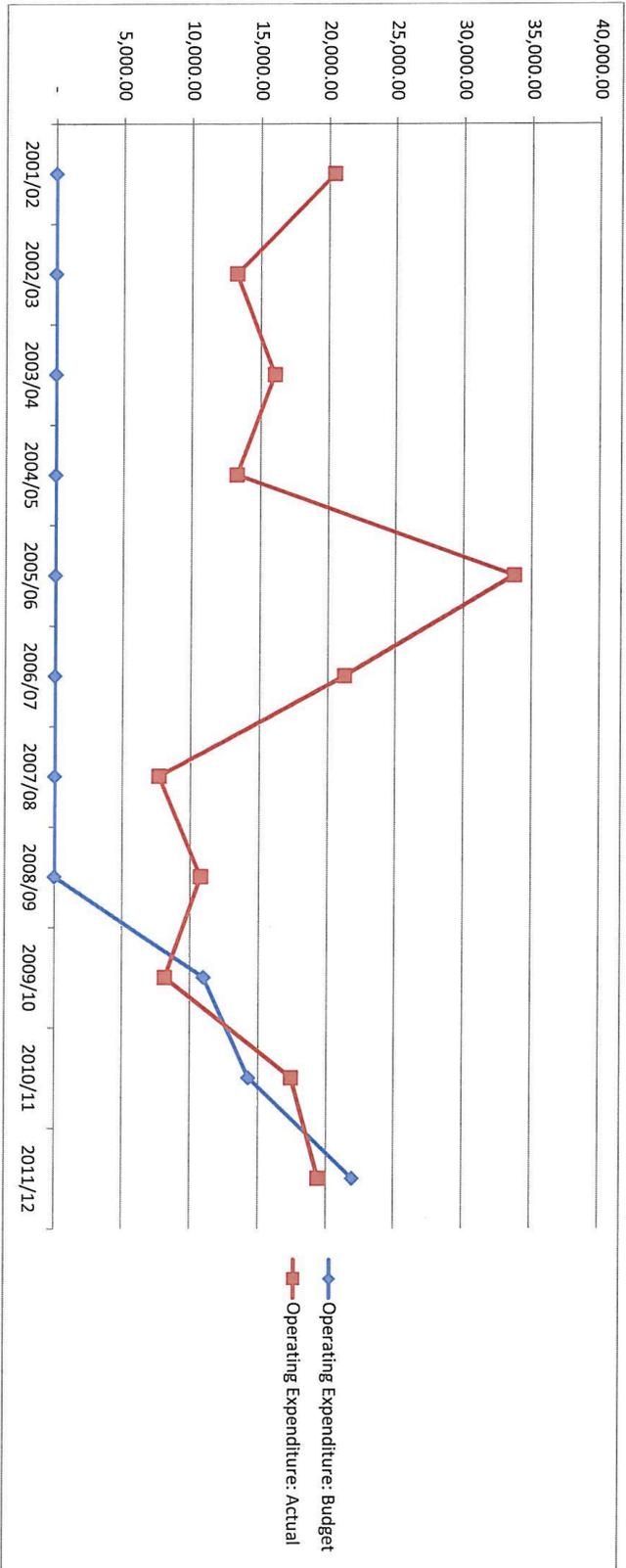
I hope you will consider this matter and  
request a reduction in our annual fee.

Yours faithfully,

DM Broad.

SEC/TREAS.

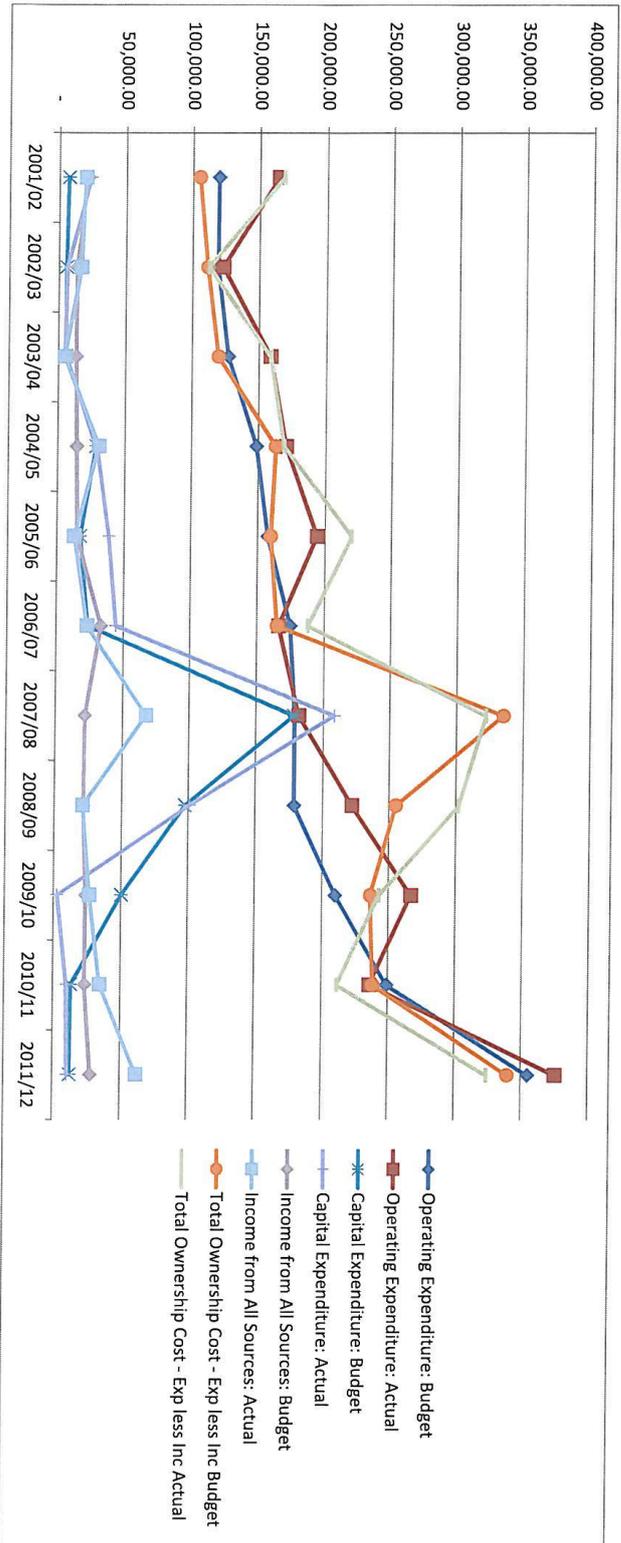
**Golf Course**



**Operating Expenditure:**

	<u>Budget</u>	<u>Actual</u>
2001/02	-	20,418.32
2002/03	-	13,256.88
2003/04	-	16,037.45
2004/05	-	13,286.60
2005/06	-	33,751.47
2006/07	-	21,251.64
2007/08	-	7,703.81
2008/09	-	10,772.83
2009/10	11,000.00	8,177.95
2010/11	14,300.00	17,431.81
2011/12	21,950.00	19,425.56

**TOTALS**



## 9.6 FINANCE

### 9.6.1 FINANCIAL STATEMENTS FOR MONTH ENDING 30 SEPTEMBER, 2012

<b>Agenda Reference:</b>	MFA 10/12-01
<b>Location/Address:</b>	Shire of Mingenew
<b>Name of Applicant:</b>	Shire of Mingenew
<b>File Reference:</b>	N/A
<b>Disclosure of Interest:</b>	NIL
<b>Date:</b>	12 October, 2012
<b>Author:</b>	Cameron Watson – Manager Finance & Administration

#### SUMMARY

The Monthly Statement of Financial Activity report for the month ending 30 September, 2012 is presented to Council for adoption.

#### ATTACHMENT

Finance Report ending 30 September, 2012

#### BACKGROUND

Financial Regulations require a monthly statement of financial activity report to be presented to Council.

#### COMMENT

Council's current operating surplus as at the 30 September, 2012 is \$2,902,590

<b>SUMMARY OF FUNDS – SHIRE OF MINGENEW</b>	
Municipal Account	\$642,558.38
Business Cash Maximiser (Municipal Funds)	\$1,298,821.66
Trust Account	\$97,012.81
Reserve Maximiser Account	\$201,531.36

Debtor's accounts continue to be monitored with all efforts being made to ensure that monies are recovered. \$465,580.54 remains outstanding as at 30 September, 2012 with \$73,912.29 in current, \$365,605.94 outstanding for 30+ days, \$11,120.00 outstanding for 60+ days and \$15,632.31 outstanding for 90 days or more.

Rates Outstanding at 30 September, 2012 was \$401,595.78 current year and \$12,827.96 arrears, totalling \$414,423.74.

The total domestic and commercial refuse charges outstanding are \$9,460.00 current year and \$1,510.00 arrears, as at 30 September, 2012.

The Statement of Financial Activities Report contains explanations of Councils adopted variances for the 2012 / 2013 financial year.

## CONSULTATION

No consultation required

## STATUTORY ENVIRONMENT

Local Government Act 1995 Section 6.4

Local Government (Financial Management) Regulations 1996 Section 34

## POLICY IMPLICATIONS

Nil

## FINANCIAL IMPLICATIONS

Financial implications are outlined in comments.

## STRATEGIC IMPLICATIONS

Nil

## VOTING REQUIREMENTS

Absolute Majority

### Officer Recommendation & Council Resolution

121005

**MOVED:** Cr PJ Ward

**SECONDED:** Cr HM Newton

**That Council adopts the Monthly Statement of Financial Activity for the month ending the 30<sup>th</sup> September, 2012.**

**CARRIED BY ABSOLUTE MAJORITY**

**Voting 7/0**

**SHIRE OF MINGENEW**  
**STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD 1 JULY, 2012 TO 30 SEPTEMBER, 2012**

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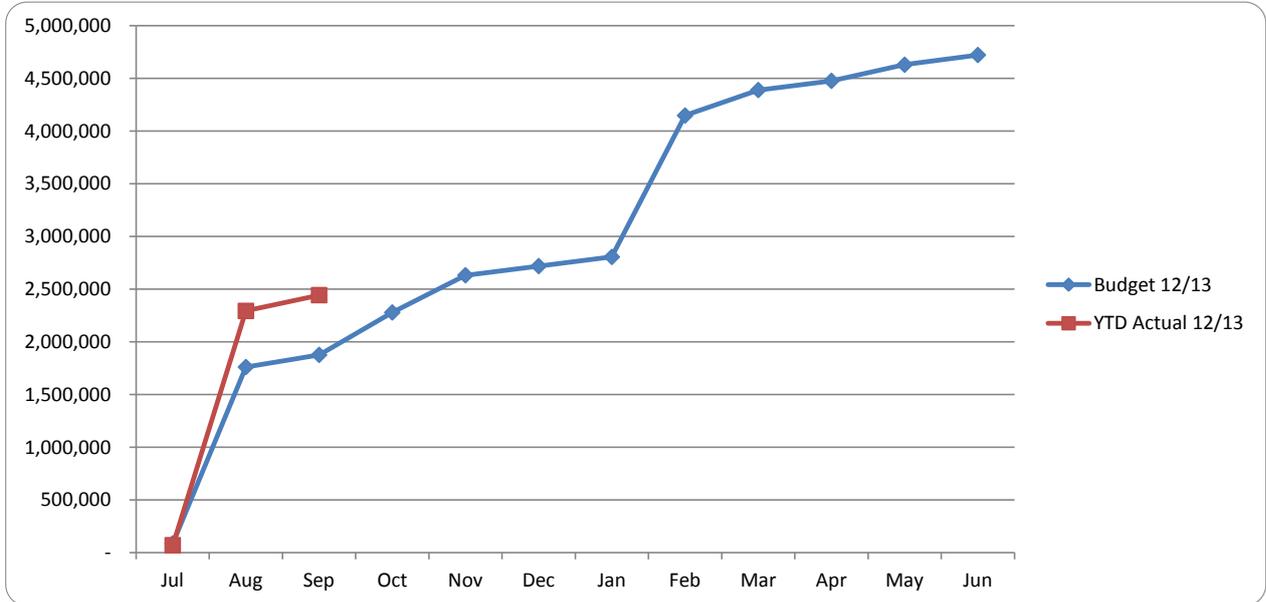
**SHIRE OF MINGENEW**  
**NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD 1 JULY, 2012 TO 30 SEPTEMBER, 2012**

	NOTE	30/09/12 Y-T-D Actual \$	30/09/12 Y-T-D Budget \$	2012/2013 Total Budget \$	30/09/12 Y-T-D Variance \$	30/09/12 Y-T-D Variance %
<b>REVENUES/SOURCES</b>						
	1,2					
Governance		735	2,070	8,319	(1,335)	64%
General Purpose Funding		1,444,985	1,397,215	1,915,356	47,770	(3%)
Law, Order, Public Safety		5,211	5,306	26,200	(95)	2%
Health		273	273	26,100	0	0%
Education and Welfare		905	945	3,795	(40)	4%
Housing		11,128	14,322	57,322	(3,194)	22%
Community Amenities		100,308	149,036	150,965	(48,728)	33%
Recreation and Culture		42,859	71,087	153,625	(28,228)	40%
Transport		762,593	928,993	2,856,876	(166,400)	18%
Economic Services		651	2,574	10,339	(1,923)	75%
Other Property and Services		72,680	63,177	252,740	9,503	(15%)
		<u>2,442,328</u>	<u>2,634,998</u>	<u>5,461,637</u>	<u>192,670</u>	
<b>(EXPENSES)/(APPLICATIONS)</b>						
	1,2					
Governance		(77,005)	(124,335)	(249,046)	(47,330)	38%
General Purpose Funding		(8,782)	(10,527)	(42,127)	(1,745)	17%
Law, Order, Public Safety		(23,494)	(24,340)	(100,949)	(846)	3%
Health		(13,102)	(14,766)	(56,436)	(1,664)	11%
Education and Welfare		(8,068)	(7,030)	(33,565)	1,038	(15%)
Housing		(55,710)	(63,039)	(199,900)	(7,329)	12%
Community Amenities		(42,872)	(35,956)	(152,816)	6,916	(19%)
Recreation & Culture		(173,423)	(198,864)	(857,492)	(25,441)	13%
Transport		(544,803)	(578,154)	(2,342,300)	(33,351)	6%
Economic Services		(35,256)	(118,603)	(204,177)	(83,347)	70%
Other Property and Services		(90,411)	(116,934)	(219,085)	(26,523)	23%
		<u>(1,072,926)</u>	<u>(1,292,548)</u>	<u>(4,457,893)</u>	<u>(219,622)</u>	
<b>Adjustments for Non-Cash (Revenue) and Expenditure</b>						
(Profit)/Loss on Asset Disposals	4	10,019	3,990	(45,802)	6,029	(151%)
Movement in Accrued Interest		(5,820)	0	0	(5,820)	0%
Movement in Accrued Salaries & Wages		0	0	0	0	0%
Movement in Employee Benefit Provisions		0	0	0	0	0%
Depreciation on Assets		343,140	318,498	1,274,040	24,642	(8%)
<b>Capital Expenditure and Income</b>						
Purchase Land held for Resale	3	0	0	0	0	0%
Purchase Land and Buildings	3	(68,313)	(220,412)	(320,500)	(152,099)	69%
Purchase Furniture and Equipment	3	(14,169)	(2,000)	(14,600)	12,169	(608%)
Purchase Plant and Equipment	3	(43,363)	0	(272,050)	43,363	0%
Purchase Infrastructure Assets - Roads	3	(108,095)	(1,043,571)	(1,824,434)	(935,476)	90%
Purchase Infrastructure Assets - Footpaths	3	(12,000)	(25,164)	(36,000)	(13,164)	52%
Purchase Infrastructure Assets - Bridges	3	(188,741)	0	(2,460,000)	188,741	0%
Proceeds from Disposal of Assets	4	21,000	0	180,700	(21,000)	0%
Repayment of Debentures	5	(58,266)	(50,833)	(118,868)	7,433	(15%)
Proceeds from New Debentures	5	0	0	0	0	0%
Transfers to Reserves (Restricted Assets)	6	(1,783)	(2,504)	(10,015)	(721)	29%
Transfers from Reserves (Restricted Assets)	6	0	0	0	0	0%
ADD Net Current Assets July 1 B/Fwd	7	1,599,399	1,599,399	1,599,399	0	
LESS Net Current Assets Year to Date	7	<u>4,213,310</u>	<u>(591,677)</u>	<u>283,790</u>	<u>4,804,987</u>	
<b>Amount Req'd to be Raised from Rates</b>		<u>(1,370,900)</u>	<u>(1,328,176)</u>	<u>(1,328,176)</u>	<u>(42,724)</u>	
Rates per Note 8		1,370,900	1,328,176	1,328,176		
Variance		0	0	0		

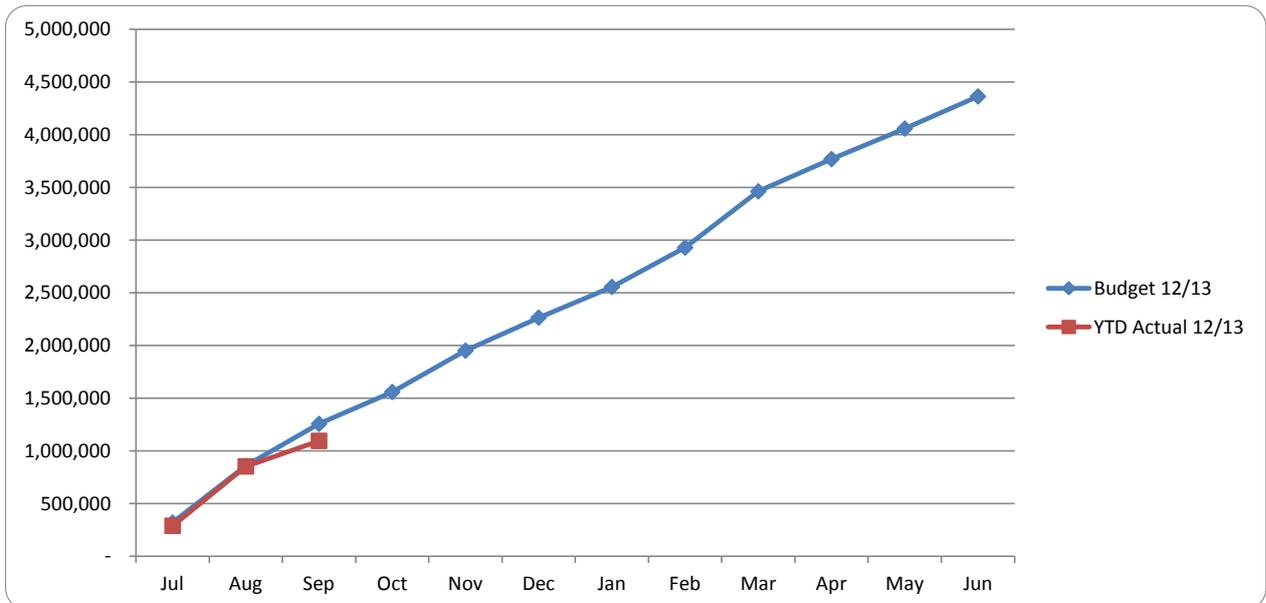
**SHIRE OF MINGENEW  
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD 1 JULY, 2012 TO 30 SEPTEMBER, 2012**

**Graphical Representation - Source Statement of Financial Activity**

**Operating Budget v Actual - REVENUE**



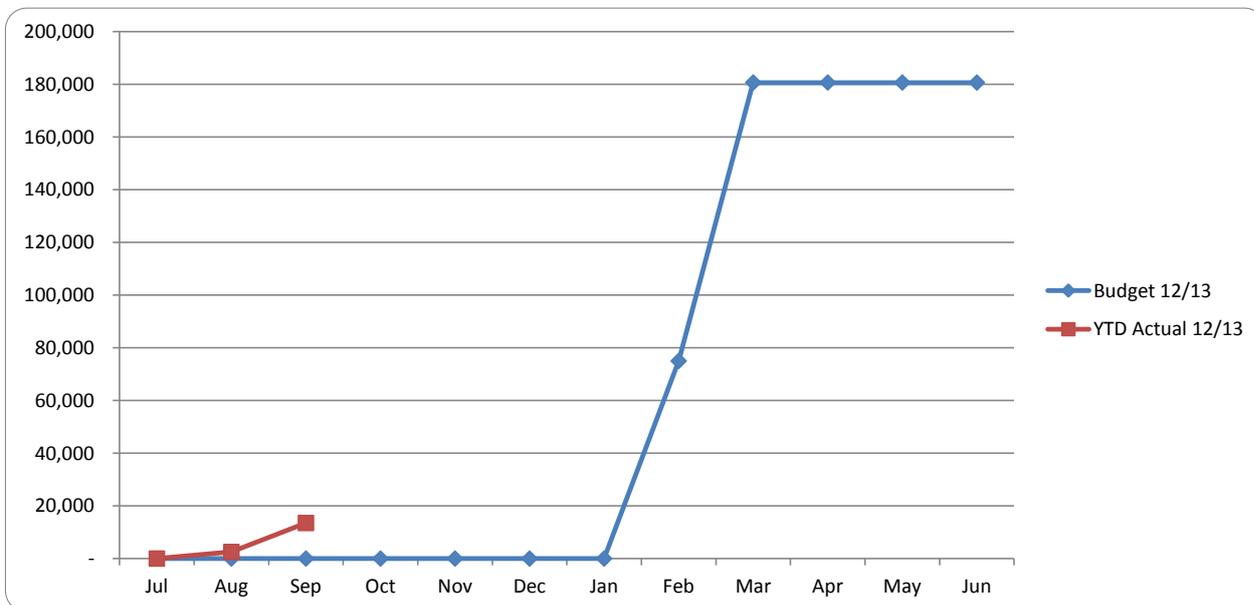
**Operating Budget v Actual - EXPENDITURE**



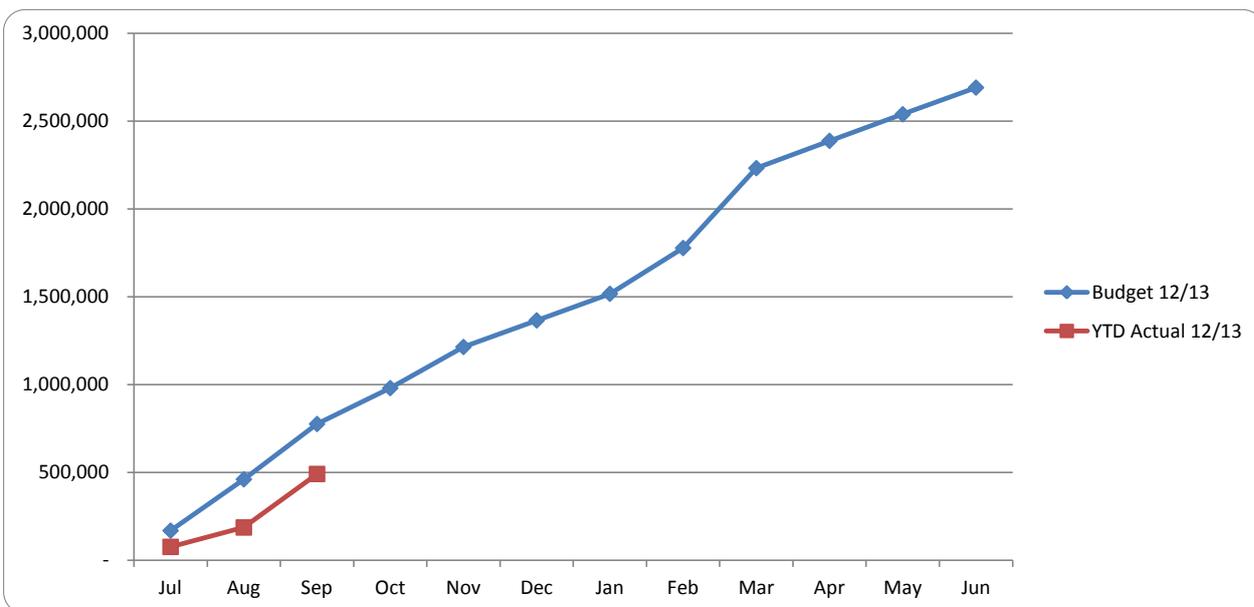
**SHIRE OF MINGENEW  
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD 1 JULY, 2012 TO 30 SEPTEMBER, 2012**

**Graphical Representation - Source Statement of Financial Activity**

**Capital Budget v Actual - REVENUE**



**Capital Budget v Actual - EXPENDITURE**



**SHIRE OF MINGENEW**  
**NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD 1 JULY, 2012 TO 30 SEPTEMBER, 2012**

**Statement of Financial Activity - Reportable Variances**

**REVENUES/SOURCES**

Community Amenities	(33%)	Sinosteel Fund Community Bus contributions yet to be received
Recreation & Culture	(40%)	Contributions to Bar Area extension yet to be claimed
Transport	(18%)	Depot Hill Crossing Grants cant be claimed until first 40% has been completed.
Other Property and Services	15%	Reimbursement of Works Manager Long Services Leave expenditure.

**(EXPENSES)/(APPLICATIONS)**

Governance	(38%)	Numberous minor amounts
Housing	(12%)	Numberous minor amounts
Community Amenities	19%	Numberous minor amounts
Recreation & Culture	(13%)	Predominantly less expenditure to date on the Sports Complex and Parks & Gardens
Economic Services	(70%)	Mid West Regional Council contribution yet to be paid
Other Property & Services	(23%)	2nd installment of Workers Compensation and Public Liability Insurance yet to be paid

**CAPITAL EXPENDITURE AND INCOME**

Purchase Land & Buildings	(69%)	Rec Centre aRoof & Bar extensions yet to be carried out, Power Upgrades commenced.
Purchase Furniture & Equipment	608%	Additional ADSL 2+ Payment Required
Purchase Infrastructure Assets - Roads	(90%)	Road works program yet to commence.
Purchase Infrastructure Assets - Footpaths	(52%)	Works underway, program not yet completed

**SHIRE OF MINGENEW**  
**NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD 1 JULY, 2012 TO 30 SEPTEMBER, 2012**

**1. SIGNIFICANT ACCOUNTING POLICIES**

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

**(a) Basis of Accounting**

This statement is a special purpose financial report, prepared in accordance with applicable Australian Accounting Standards, other mandatory professional reporting requirements and the Local Government Act 1995 (as amended) and accompanying regulations (as amended).

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

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

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

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

**(c) Rounding Off Figures**

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

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

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

**(e) Goods and Services Tax**

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

**(f) Cash and Cash Equivalents**

Cash and cash equivalents comprise cash at bank and in hand and short-term deposits that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value.

For the purposes of the Cash Flow Statement, cash and cash equivalents consist of cash and cash equivalents as defined above, net of outstanding bank overdrafts. Bank overdrafts are included as short-term borrowings in current liabilities.

**(g) Trade and Other Receivables**

Trade receivables, which generally have 30 - 90 day terms, are recognised initially at fair value and subsequently measured at amortised cost using the effective interest rate method, less any allowance for uncollectible amounts.

Collectibility of trade 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.

**SHIRE OF MINGENEW**  
**NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD 1 JULY, 2012 TO 30 SEPTEMBER, 2012**

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

**(h) Inventories**

**General**

Inventories are valued 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.

Inventories held from trading are classified as current even if not expected to be realised in the next 12 months.

**Land Held for Resale**

Land purchased for development and/or resale is valued at the lower of cost and net realisable value. Cost includes the cost of acquisition, development and interest incurred on the financing of that land during its development. Interest and holding charges incurred after development is complete are recognised as expenses.

Revenue arising from the sale of property is recognised in the operating statement as at the time of signing a binding contract of sale.

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

**(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.

**(g) 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 periods are:

Buildings	30 to 50 years
Furniture and Equipment	4 to 10 years
Plant and Equipment	5 to 15 years
Sealed roads and streets	
clearing and earthworks	not depreciated
construction/road base	50 years
original surfacing and	
major re-surfacing	
- bituminous seals	20 years
- asphalt surfaces	25 years
Gravel roads	
clearing and earthworks	not depreciated
construction/road base	50 years
gravel sheet	10 years
Formed roads (unsealed)	
clearing and earthworks	not depreciated
construction/road base	50 years
Footpaths - slab	40 years
Sewerage piping	100 years
Water supply piping & drainage systems	75 years

**SHIRE OF MINGENEW**  
**NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD 1 JULY, 2012 TO 30 SEPTEMBER, 2012**

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

**(k) Impairment**

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

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

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

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

At the time of preparing this report, it is not possible to estimate the amount of impairment losses (if any) as at 30 June 2012.

In any event, an impairment loss is a non-cash transaction and consequently, has no impact on the Monthly Statement of Financial Position from a budgetary perspective.

**(l) Trade and Other Payables**

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

**(m) 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 municipality 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 Council expects to pay and includes related on-costs.

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

**(n) 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.

**SHIRE OF MINGENEW**  
**NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD 1 JULY, 2012 TO 30 SEPTEMBER, 2012**

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

**(o) 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 item included in the same class of obligations may be small.

**(p) 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.

**SHIRE OF MINGENEW**  
**NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD 1 JULY, 2012 TO 30 SEPTEMBER, 2012**

## **2. STATEMENT OF OBJECTIVE**

In order to discharge its responsibilities to the community, the Shire has developed a set of operational and financial objectives. These objectives have been established both on an overall basis and for each of its broad activities/programs.

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

### **GOVERNANCE**

Objective: To provide a decision making process for the efficient allocation of scarce resources.  
 Activities: Administration and operation of facilities and services to members of council:  
 Other costs that relate to the tasks of assisting elected members and ratepayers on matters which do not concern specific council services.

### **GENERAL PURPOSE FUNDING**

Objective: To collect revenue to fund provision of services.  
 Activities: Rates, general purpose government grants and interest revenue.

### **LAW, ORDER, PUBLIC SAFETY**

Health: To ensure a safer community in which to live.  
 Activities: Supervision of various local laws, fire prevention, emergency services and animal control.

### **HEALTH**

Objective: To provide an operational framework for good community health.  
 Activities: Food quality and pest control, maintenance of child health centre, doctors surgery and dental clinic.

### **EDUCATION AND WELFARE**

Objective: To support the needs of the community in education and welfare.  
 Activities: Assistance to playgroup, youth advisory committee and other voluntary services.

### **HOUSING**

Objective: Provide adequate housing to attract and retain staff and non-staff.  
 Activities: Maintenance of council owned housing.

### **COMMUNITY AMENITIES**

Objective: Provide services as required by the community.  
 Activities: Rubbish collection services, tip operation, noise control, town planning administration, cemetery maintenance, storm water drainage, FM radio retransmitter maintenance and mobile phone installation.

### **RECREATION AND CULTURE**

Objective: To establish and efficiently manage infrastructure and resources which will help the social well being of the community.  
 Activities: Maintenance of halls, swimming pool, library, parks, gardens and reserves.

### **TRANSPORT**

Objective: To provide effective and efficient transport services to the community.  
 Activities: Construction and maintenance of streets, roads, bridges, cleaning and lighting of streets, traffic signs, depot maintenance and airstrip maintenance.

### **ECONOMIC SERVICES**

Objective: To help promote the Shire and improve its economic well being  
 Activities: Regulation and provision of tourism, area promotion, building control, noxious weeds, vermin control, plant nursery and standpipes

### **OTHER PROPERTY & SERVICES**

Activities: Private works, plant repairs

**SHIRE OF MINGENEW**  
**NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD 1 JULY, 2012 TO 30 SEPTEMBER, 2012**

	30 September, 2012 Actual \$	2012/2013 Budget \$
<b>3. ACQUISITION OF ASSETS</b>		
The following assets have been acquired during the period under review:		
<b><u>By Program</u></b>		
<b>Governance</b>		
Purchase Plant & Equipment	0.00	95,000
Computer Development	0.00	1,500
Furniture & Equipment	0.00	2,000
Buildings	0.00	5,000
<b>Health</b>		
Buildings	28,985.00	32,000
<b>Education &amp; Welfare</b>		
Senior Citizens Centre - Building	0.00	2,500
<b>Housing</b>		
Buildings	0.00	43,000
Land & Buildings	0.00	11,500
<b>Community Amenities</b>		
Buildings	0.00	10,000
Furniture & Equipment	14,169.00	4,600
<b>Recreation and Culture</b>		
Buildings	39,328.00	216,500
Purchase Plant & Equipment	1,850.00	14,000
Furniture & Equipment	0.00	6,500
<b>Transport</b>		
Infrastructure - Roads	108,095.12	1,824,434
Infrastructure - Bridges	188,741.04	2,460,000
Footpaths Construction	12,000.00	36,000
Plant & Equipment - Depot	0.00	3,550
Purchase Plant & Equipment	41,512.90	159,500
	<b><u>434,681.06</u></b>	<b><u>4,927,584</u></b>

**SHIRE OF MINGENEW**  
**NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD 1 JULY, 2012 TO 30 SEPTEMBER, 2012**

	<b>30 September, 2012</b>	<b>2012/2013</b>
	<b>Actual</b>	<b>Budget</b>
	<b>\$</b>	<b>\$</b>
<b>ACQUISITION OF ASSETS</b>		
3. The following assets have been acquired during the period under review:		
<b><u>By Class</u></b>		
Land Held for Resale	0.00	0
Land and Buildings	68,313.00	320,500.00
Furniture and Equipment	14,169.00	14,600.00
Plant and Equipment	43,362.90	272,050.00
Infrastructure Assets - Roads	108,095.12	1,824,434
Infrastructure Assets - Footpaths	12,000.00	36,000
Infrastructure Assets - Bridges	188,741.04	2,460,000
Infrastructure Assets - Drainage/Floodways	0.00	0
Infrastructure Assets - Recreation Areas	0.00	0
	<b>434,681.06</b>	<b>4,927,584</b>

A detailed breakdown of acquisitions on an individual asset basis can be found in the supplementary information attached to this statement as follows:

- plant replacement programme
- other assets
- road replacement programme
- other infrastructure

**SHIRE OF MINGENEW**  
**NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD 1 JULY, 2012 TO 30 SEPTEMBER, 2012**

**4. DISPOSALS OF ASSETS**

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

<b>By Program</b>	Net Book Value	Net Book Value	Sale Proceeds	Sale Proceeds	Profit(Loss)	Profit(Loss)
	2012 / 2013	2012 / 2013	2012 / 2013	2012 / 2013	2012 / 2013	2012 / 2013
	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL
	\$	\$	\$	\$	\$	\$
<b>Governance</b>						
Admin Vehicle (MI 177)	23,600	0	25,000	0	1,400	0
CEO Vehicle (1 MI)	49,400	0	50,000	0	600	0
<b>Transport</b>						
Works Manager Vehicle (MI 108)	29,208	0	29,000	0	(208)	0
ISA Officer Vehicle (MI 481)	30,690	31,019	26,700	21,000	(3,990)	(10,019)
Vibrating Roller	0	0	25,000	0	25,000	0
Sale of Pig Trailer (MI 3196)	0	0	15,000	0	15,000	0
Sale of Dolly (MI 3396)	0	0	10,000	0	10,000	0
	132,898	31,019	180,700	21,000	47,802	(10,019)

<b>By Class</b>	Net Book Value	Net Book Value	Sale Proceeds	Sale Proceeds	Profit(Loss)	Profit(Loss)
	2012 / 2013	2012 / 2013	2012 / 2013	2012 / 2013	2012 / 2013	2012 / 2013
	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL
	\$	\$	\$	\$	\$	\$
<b>Plant &amp; Equipment</b>						
Admin Vehicle (MI 177)	23,600	0	25,000	0	1,400	0
CEO Vehicle (1 MI)	49,400	0	50,000	0	600	0
Works Manager Vehicle (MI 108)	29,208	0	29,000	0	(208)	0
ISA Officer Vehicle (MI 481)	30,690	31,019	26,700	21,000	(3,990)	(10,019)
Vibrating Roller	0	0	25,000	0	25,000	0
Sale of Pig Trailer (MI 3196)	0	0	15,000	0	15,000	0
Sale of Dolly (MI 3396)	0	0	10,000	0	10,000	0
	132,898	31,019	180,700	21,000	47,802	(10,019)

**Summary**

	2012 / 2013	30/9/2012
	BUDGET	ACTUAL
	\$	\$
Loss on Asset Disposals	52,000	0
Profit on Asset Disposals	(4,198)	(10,019)
	<u>47,802</u>	<u>(10,019)</u>

**SHIRE OF MINGENEW**  
**NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD 1 JULY, 2012 TO 30 SEPTEMBER, 2012**

**5. INFORMATION ON BORROWINGS**

## (a) Debenture Repayments

Particulars	Principal 1 Jul 12	New Loans		Principal Repayments		Principal Outstanding		Interest Repayments	
		Actual \$	Budget \$	Actual \$	Budget \$	Actual \$	Budget \$	Actual \$	Budget \$
<b>Education &amp; Welfare</b>									
Loan 137 - Senior Citizens Building	114,298	0	0	1,976	4,012	112,322	110,286	0	6,897
<b>Housing</b>									
Loan 133 - Triplex (+)	111,694	0	0	4,273	8,691	107,421	103,003	3,814	7,483
Loan 134 - S/C Housing (+)	71,568	0	0	2,178	4,423	69,390	67,145	2,222	4,376
Loan 136 - Staff Housing (#)	144,961	0	0	2,962	6,017	141,999	138,944	4,655	9,215
Loan 142 - Staff Housing	100,000	0	0	3,557	7,923	96,443	92,076	2,303	4,969
<b>Recreation &amp; Culture</b>									
Loan 138 - Pavilion Fit-Out	109,726	0	0	1,897	3,851	107,829	105,875	3,339	6,621
<b>Transport</b>									
Loan 139 - Roller	90,063	0	0	5,667	11,520	84,396	78,544	2,990	5,795
Loan 141 - Grader	190,165	0	0	9,386	19,060	180,779	171,106	5,893	11,499
Loan 143 - Trucks	250,000	0	0	22,458	45,447	227,542	204,553	5,971	11,412
Loan 144 - Trailer	100,000	0	0	3,913	7,924	96,087	92,076	2,533	4,969
	1,282,475	0	0	58,266	118,868	1,224,209	1,163,608	33,721	73,236

(+) Loan financed by rental proceeds received from tenants.

(#) Loan financed from rental proceeds received from staff (subsidised) or third party tenants.

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

**SHIRE OF MINGENEW**  
**NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD 1 JULY, 2012 TO 30 SEPTEMBER, 2012**

**5. INFORMATION ON BORROWINGS (Continued)**

(b) New Debentures - 2011 / 2012

No new debentures are planned in 2012/13.

(c) Unspent Debentures

Council had no unspent debentures at 30 June, 2012 nor is it expected to have unspent debenture funds as at 30 June, 2013.

(d) Overdraft

Council has an overdraft facility of \$200,000 with National Australia Bank of which Nil was utilised at 30 June 2012. It is anticipated that this facility will not be utilised during the 2012 / 2013 financial year.

**SHIRE OF MINGENEW**  
**NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD 1 JULY, 2012 TO 30 SEPTEMBER, 2012**

	30 September, 2012 Actual \$	2012/2013 Budget \$
<b>6. RESERVES</b>		
<b>Cash Backed Reserves</b>		
<b>(a) Land and Building Reserve</b>		
Opening Balance	65,319	65,319
Amount Set Aside / Transfer to Reserve	583	3,271
Amount Used / Transfer from Reserve	-	-
	<u>65,902</u>	<u>68,590</u>
<b>(b) Sportsground Improvement Reserve</b>		
Opening Balance	2,466	2,466
Amount Set Aside / Transfer to Reserve	22	123
Amount Used / Transfer from Reserve	-	-
	<u>2,488</u>	<u>2,589</u>
<b>(c) Plant Replacement Reserve</b>		
Opening Balance	13,869	13,869
Amount Set Aside / Transfer to Reserve	124	712
Amount Used / Transfer from Reserve	-	-
	<u>13,993</u>	<u>14,581</u>
<b>(d) Accrued Leave Reserve</b>		
Opening Balance	43,359	43,359
Amount Set Aside / Transfer to Reserve	387	2,169
Amount Used / Transfer from Reserve	-	-
	<u>43,746</u>	<u>45,528</u>
<b>(e) Aged Persons Units Reserve</b>		
Opening Balance	18,299	18,299
Amount Set Aside / Transfer to Reserve	163	916
Amount Used / Transfer from Reserve	-	-
	<u>18,462</u>	<u>19,215</u>
<b>(f) Street Light Upgrade Reserve</b>		
Opening Balance	13,088	13,088
Amount Set Aside / Transfer to Reserve	117	655
Amount Used / Transfer from Reserve	-	-
	<u>13,205</u>	<u>13,743</u>
<b>(g) Painted Road Reserve</b>		
Opening Balance	3,840	3,840
Amount Set Aside / Transfer to Reserve	34	192
Amount Used / Transfer from Reserve	-	-
	<u>3,874</u>	<u>4,032</u>
<b>(h) Industrial Area Reserve</b>		
Opening Balance	4,786	4,786
Amount Set Aside / Transfer to Reserve	43	240
Amount Used / Transfer from Reserve	-	-
	<u>4,829</u>	<u>5,026</u>

**SHIRE OF MINGENEW**  
**NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD 1 JULY, 2012 TO 30 SEPTEMBER, 2012**

6. RESERVES (Continued)	30 September, 2012 Actual \$	2012/2013 Budget \$
<b>(i) Environmental Rehabilitation Reserve</b>		
Opening Balance	16,284	16,284
Amount Set Aside / Transfer to Reserve	145	815
Amount Used / Transfer from Reserve	-	-
	<u>16,429</u>	<u>17,099</u>
<b>(j) RTC/PO/NAB Reserve</b>		
Opening Balance	18,437	18,437
Amount Set Aside / Transfer to Reserve	165	922
Amount Used / Transfer from Reserve	-	-
	<u>18,602</u>	<u>19,359</u>
<b>Total Cash Backed Reserves</b>	<u>201,530</u>	<u>209,762</u>

All of the above reserve accounts are to be supported by money held in financial institutions.

Council have a policy of annual revaluation of road infrastructure. The amount of any revaluation adjustment at 30 June 2011 is not known. Any transfer to or from an asset revaluation reserve will be a non-cash transaction and as such, has no impact on this budget document.

**Summary of Transfers  
To Cash Backed Reserves**

**Transfers to Reserves**

Land and Buildings Reserve	583	3,271
Sports Ground Improvement Reserve	22	123
Plant Replacement Reserve	124	712
Accrued Leave Reserve	387	2,169
Aged Persons Units Reserve	163	916
Street Light Upgrade Reserve	117	655
Painted Road Reserve	34	192
Industrial Area Development Reserve	43	240
Environmental Rehabilitation Reserve	145	815
RTC/PO/NAB Reserve	165	922
	<u>1,783</u>	<u>10,015</u>

**Transfers from Reserves**

Land and Buildings Reserve	0	0
Sports Ground Improvement Reserve	0	0
Plant Replacement Reserve	0	0
Accrued Leave Reserve	0	0
Aged Persons Units Reserve	0	0
Street Light Upgrade Reserve	0	0
Painted Road Reserve	0	0
Industrial Area Development Reserve	0	0
Environmental Rehabilitation Reserve	0	0
RTC/PO/NAB Reserve	0	0
	<u>-</u>	<u>-</u>

<b>Total Transfer to/(from) Reserves</b>	<u>1,783</u>	<u>10,015</u>
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**SHIRE OF MINGENEW**  
**NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD 1 JULY, 2012 TO 30 SEPTEMBER, 2012**

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

Land & Building Reserve

- to be used for the acquisition, construction and maintenance of land and buildings.

Plant Replacement Reserve

- to be used for the purchase of plant.

Accrued Leave Reserve

- to be used to fund annual and long service leave requirements.

Aged Persons' Units Reserve

- to be used for the funding of future operating shortfalls of the aged persons' units in accordance with the management agreement Council has with Homeswest.

Street Light Upgrade Reserve

- to be used for the upgrade of street lights in the town of Mingenew.

Painted Road Reserve

- to be used for the painted road and associated projects.

Industrial Area Development Reserve

- to be used for the development of the industrial area.

Environmental Rehabilitation Reserve

- to be used for the rehabilitation of Gravel Pits.

RTC/PO/NAB Reserve

- to be used for the maintenance and upkeep of the Rural Transaction Centre

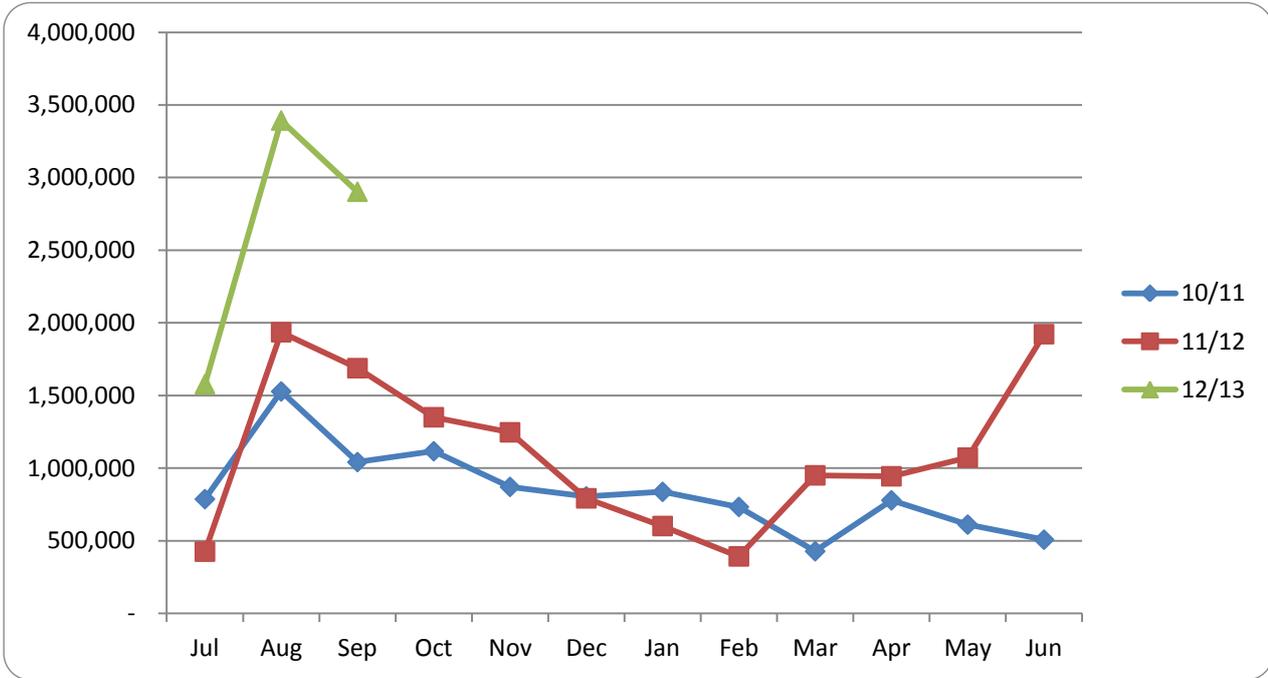
None of the above Reserves are expected to be used within a set period as it is envisaged that further transfers to the reserve accounts will occur as funds are utilised.

**SHIRE OF MINGENEW**  
**NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD 1 JULY, 2012 TO 30 SEPTEMBER, 2012**

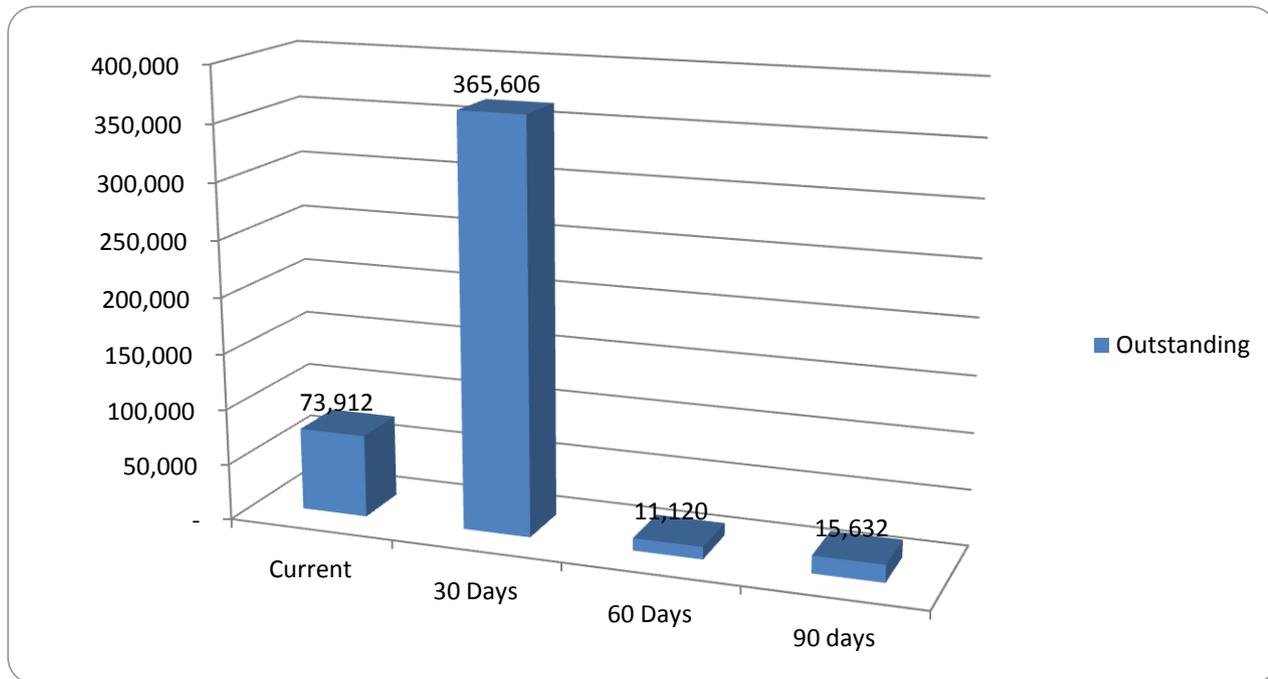
	30 September, 2012	Brought Forward
	Actual	1-Jul-12
	\$	\$
<b>7. NET CURRENT ASSETS</b>		
<b>Composition of Estimated Net Current Asset Position</b>		
<b>CURRENT ASSETS</b>		
Cash - Unrestricted	1,903,535	1,662,833
Cash - Restricted (Reserves)	201,531	199,748
Cash - Restricted (Unspent Grants)	-	-
Cash - Restricted (Unspent Loans)	-	-
Receivables		
- Rates Outstanding	757,662	22,919
- Sundry Debtors	468,091	315,028
- Emergency Services Levy	-	-
- Provision for doubtful debt	(8,574)	(8,574)
- GST Receivable	31,407	-
Inventories	21,521	17,548
	<u>3,375,173</u>	<u>2,209,502</u>
<b>LESS: CURRENT LIABILITIES</b>		
Payables		
- Sundry Creditors	(2,346)	(106,809)
- GST Payable	(8,923)	2,503
- PAYG/Withholding Tax Payable	(14,264)	-
Accrued Interest	(21,336)	(27,157)
Accrued Salaries & Wages	(8,712)	(8,712)
Loan Liability	(64,159)	(118,868)
Accrued Annual Leave	(76,667)	(76,667)
Accrues LSL	(74,645)	(74,645)
	<u>(271,052)</u>	<u>(410,355)</u>
<b>NET CURRENT ASSET POSITION</b>	<b>3,104,121</b>	<b>1,799,147</b>
Less: Cash - Reserves - Restricted	(201,531)	(199,748)
Less: Cash - Restricted/Committed	<u>-</u>	<u>-</u>
<b>ESTIMATED SURPLUS/(DEFICIENCY) C/FWD</b>	<b><u><u>2,902,590</u></u></b>	<b><u><u>1,599,399</u></u></b>

**SHIRE OF MINGENEW  
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD 1 JULY, 2012 TO 30 SEPTEMBER, 2012**

**7.1 Graphical Representation - Liquidity over the Year**



**7.2 Graphical Representation - Debtors Outstanding**



SHIRE OF MINGENEW

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY, 2012 TO 30 SEPTEMBER, 2012

8. RATING INFORMATION - 2011 / 2012 FINANCIAL YEAR

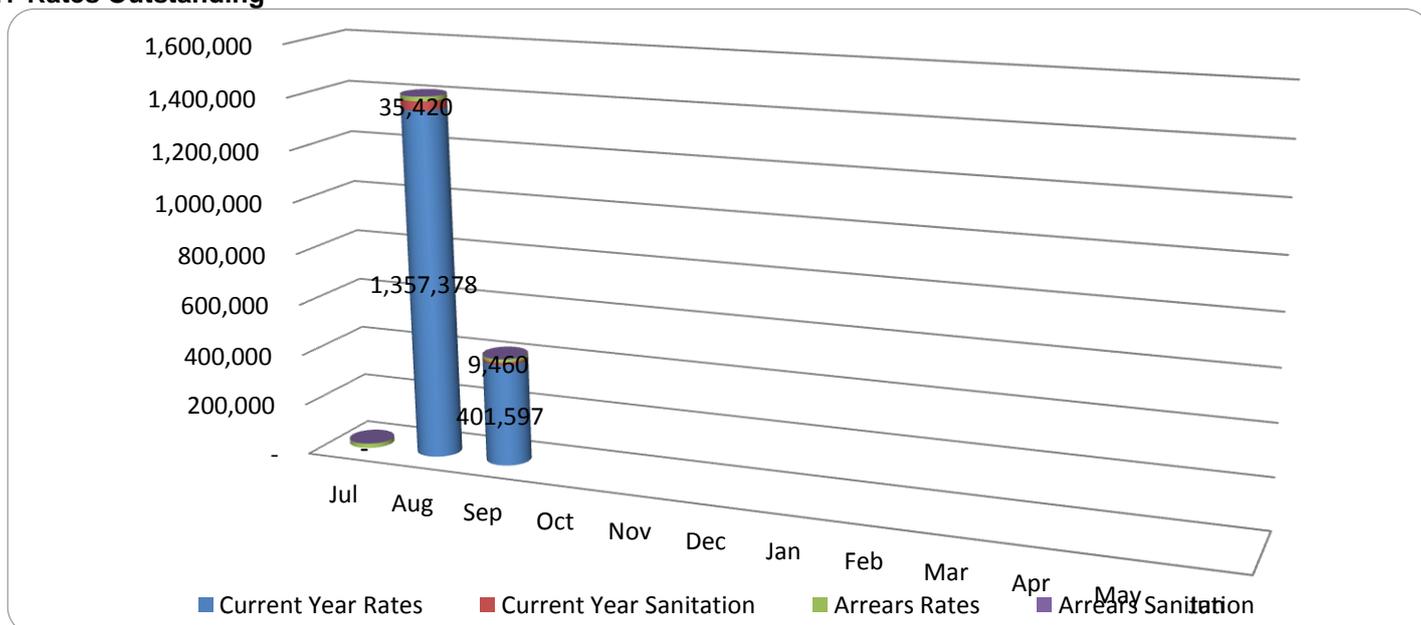
RATE TYPE	Rate in \$	Number of Properties	Rateable Value \$	2012/2013 Rate Revenue \$	2012/2013 Interim Rates \$	2012/2013 Back Rates \$	2012/2013 Total Revenue \$	2012/2013 Budget \$
<b>General Rate</b>								
GRV - Townsites	10.7236	226	1,513,404	162,291	0	0	162,291	102,263
UV - Rural	1.1697	146	97,652,500	1,142,241	0	0	1,142,241	1,145,639
UV - Mining	15.0000	18	121,692	18,254	0	0	18,254	18,254
<b>Sub-Totals</b>		390	99,287,596	1,322,786	0	0	1,322,786	1,266,156
<b>Minimum Rates</b>	<b>Minimum \$</b>							
GRV - Townsites	330	83	82,138	27,390	0	0	27,390	27,720
UV - Rural	450	15	161,500	6,750	0	0	6,750	6,750
UV - Mining	750	13	28,783	9,750	0	0	9,750	9,750
<b>Sub-Totals</b>		111	272,421	43,890	0	0	43,890	44,220
Rates Written-Off							0	0
Ex-Gratia Rates							0	17,800
Movement in Excess Rates							4,223	0
<b>Totals</b>							1,370,900	1,328,176

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

The general rates detailed above for the 2012 / 2013 financial year have been determined by Council on the basis budget and the estimated revenue to be received from all sources of raising the revenue required to meet the deficiency between the total estimated expenditure proposed in the other than rates and also bearing considering the extent of any increase in rating over the level adopted in the previous year.

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

8.1 Rates Outstanding



**SHIRE OF MINGENEW**

**NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD 1 JULY, 2012 TO 30 SEPTEMBER, 2012**

**9. TRUST FUNDS**

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

<b>Detail</b>	<b>Balance 01-Jul-12 \$</b>	<b>Amounts Received \$</b>	<b>Amounts Paid (\$)</b>	<b>Balance \$</b>
BCITF Levy	435	83		518
BRB Levy	25	254		279
Centenary/Autumn Committee	1,734			1,734
Community Bus	500	560	(260)	800
Cool Room Bonds	225		(100)	125
Donations CWA	-			-
Farm Water Scheme	756			756
Industrial Land Bonds	2,000		(1,000)	1,000
Mingenew Cemetery Group	366			366
Mingenew District Christmas Tree Fund	(8)			(8)
Mingenew Water Rights	-			-
Nomination Fees	-			-
Other Bonds	5,389		(1,280)	4,109
Paul Starick Transpot	-			-
Police Licensing	-			-
Sinosteel Community Trust Fund	55,035	27,500		82,535
Tree Planter - LCDC	288			288
Weary Dunlop Memorial	1,906			1,906
Youth Advisory Council	2,319			2,319
	<u>70,970</u>			<u>96,727</u>

**10. CASH / INVESTMENTS SUMMARY**

<b>Investments</b>						<b>30 September 2012 Actual \$</b>
<b>Financial Institution</b>	<b>Fund</b>	<b>Date Invested</b>	<b>Investment Amount \$</b>	<b>Interest Rate %</b>	<b>Maturity Date</b>	
<b>Cash at Bank</b>						<b>30 September 2012 Actual \$</b>
<b>Financial Institution</b>	<b>Fund</b>	<b>Total Cash at Bank</b>	<b>O/S Deposits</b>	<b>O/S Cheques</b>	<b>Adjustment</b>	
National Australia Bank	Muni	562,084	61,800	(872)	19,546	642,558
National Australia Bank	Trust	96,928	84	-	(285)	96,727
			<b>Interest</b>		<b>Transfers</b>	
National Australia Bank	Maxi Investment	1,298,822	-	-	-	1,298,822
National Australia Bank	Reserve Maxi	201,531	-	-	-	201,531

**11. SUPPLEMENTARY INFORMATION**

May include (not exhaustive) the following:

- Income Statement By Nature & Type;
- Income Statement By Program;
- Balance Sheet;
- Statement of Changes in Equity;
- Debtors listings;
- Creditors listings;
- Cash/Investment summaries;
- Plant reports;
- Ratio analysis; and
- Other information considered relevant.

Schedule/Program Balances

**SHIRE OF MINGENEW****INCOME STATEMENT****BY NATURE OR TYPE****FOR THE PERIOD 1 JULY, 2012 TO 30 SEPTEMBER, 2012**

	NOTE	30/09/2012 Actual \$	2012 / 2013 Budget \$
<b>REVENUES FROM ORDINARY ACTIVITIES</b>			
Rates	8	1,366,989	1,173,420
Operating Grants, Subsidies and Contributions		205,116	1,341,976
Non-Operating Grants, Subsidies and Contributions		637,590	1,287,291
Profit on Asset Disposals		-	30,114
Proceeds on Disposal of Assets	#	609	-
Service Charges		-	-
Fees and Charges		146,952	234,629
Interest Earnings		19,372	39,490
Other Revenue		65,702	12,500
		<u>2,442,330</u>	<u>4,119,420</u>
<b>EXPENSES FROM ORDINARY ACTIVITIES</b>			
Employee Costs		(265,406)	(859,681)
Materials and Contracts		(215,522)	(1,213,443)
Utility Charges		(34,142)	(123,954)
Depreciation		(343,140)	(375,770)
Loss on Asset Disposals		(10,019)	(55,727)
Interest Expenses		(37,200)	(56,767)
Insurance		(117,697)	(151,909)
Other Expenditure		(49,802)	(82,800)
		<u>(1,072,928)</u>	<u>(2,920,051)</u>
<b>NET RESULT</b>		1,369,402	1,199,369

**SHIRE OF MINGENEW****INCOME STATEMENT****BY PROGRAM****FOR THE PERIOD 1 JULY, 2012 TO 30 SEPTEMBER, 2012**

	30/09/12 Y-T-D Actual \$	30/09/12 Y-T-D Budget \$	2012/13 Total Budget \$
<b>OPERATING REVENUES</b>			
Governance	735	2,070	8,319
General Purpose Funding	1,444,985	1,397,215	1,915,356
Law, Order, Public Safety	5,211	5,306	26,200
Health	273	273	26,100
Education and Welfare	905	945	4,025
Housing	11,128	14,322	57,322
Community Amenities	100,308	149,036	150,965
Recreation and Culture	42,859	71,087	153,625
Transport	762,593	928,993	2,856,876
Economic Services	651	2,574	10,339
Other Property and Services	72,680	63,177	252,740
	<u>2,442,328</u>	<u>2,634,998</u>	<u>5,461,867</u>
<b>OPERATING EXPENSES</b>			
Governance	(77,005)	(124,335)	(249,046)
General Purpose Funding	(8,782)	(10,527)	(42,127)
Law, Order, Public Safety	(23,494)	(24,340)	(100,949)
Health	(13,102)	(14,766)	(56,436)
Education and Welfare	(8,068)	(7,030)	(33,565)
Housing	(55,710)	(63,039)	(199,900)
Community Amenities	(42,872)	(35,956)	(152,816)
Recreation & Culture	(173,423)	(198,864)	(857,492)
Transport	(544,803)	(578,154)	(2,342,300)
Economic Services	(35,256)	(118,603)	(204,177)
Other Property and Services	(90,411)	(116,934)	(219,085)
	<u>(1,072,926)</u>	<u>(1,292,548)</u>	<u>(4,457,893)</u>
<b>NET PROFIT OR LOSS/RESULT</b>	<u><u>1,369,402</u></u>	<u><u>1,342,450</u></u>	<u><u>1,003,974</u></u>

**SHIRE OF MINGENEW****BALANCE SHEET****FOR THE PERIOD 1 JULY, 2012 TO 30 SEPTEMBER, 2012**

	<b>30 September, 2012</b>	<b>2012</b>
	<b>ACTUAL</b>	
	<b>\$</b>	<b>\$</b>
<b>CURRENT ASSETS</b>		
Cash and Cash Equivalents	2,105,066	1,862,581
Trade and Other Receivables	1,248,585	329,372
Inventories	21,521	17,548
<b>TOTAL CURRENT ASSETS</b>	<u>3,375,172</u>	<u>2,209,501</u>
<b>NON-CURRENT ASSETS</b>		
Other Receivables	-	-
Inventories	158,699	158,651
Property, Plant and Equipment	6,420,049	6,448,403
Infrastructure	34,187,437	34,098,563
<b>TOTAL NON-CURRENT ASSETS</b>	<u>40,766,185</u>	<u>40,705,617</u>
<b>TOTAL ASSETS</b>	<u>44,141,357</u>	<u>42,915,118</u>
<b>CURRENT LIABILITIES</b>		
Trade and Other Payables	55,581	140,174
Long Term Borrowings	64,159	118,868
Provisions	151,312	151,311
<b>TOTAL CURRENT LIABILITIES</b>	<u>271,052</u>	<u>410,353</u>
<b>NON-CURRENT LIABILITIES</b>		
Long Term Borrowings	1,160,052	1,163,609
Provisions	20,556	20,556
<b>TOTAL NON-CURRENT LIABILITIES</b>	<u>1,180,608</u>	<u>1,184,165</u>
<b>TOTAL LIABILITIES</b>	<u>1,451,660</u>	<u>1,594,518</u>
<b>NET ASSETS</b>	<u>42,689,697</u>	<u>41,320,600</u>
<b>EQUITY</b>		
Retained Profits (Surplus)	57,027,231	55,659,615
Reserves - Cash Backed	201,531	199,748
Reserves - Asset Revaluation	(13,955,373)	(13,955,373)
<b>TOTAL EQUITY</b>	<u>43,273,389</u>	<u>41,903,990</u>

**SHIRE OF MINGENEW****STATEMENT OF CHANGES IN EQUITY****FOR THE PERIOD 1 JULY, 2012 TO 30 SEPTEMBER, 2012**

	<b>30 September 2012 Actual \$</b>	<b>2012 \$</b>
<b>RETAINED PROFITS (SURPLUS)</b>		
Balance as at 1 July 2012	23,374,214	23,217,670
Change in Net Assets Resulting from Operations	1,369,400	141,742
Transfer from/(to) Reserves	<u>(1,783)</u>	<u>14,802</u>
Balance as at 30 June 2013	<u>24,741,831</u>	<u>23,374,214</u>
<b>RESERVES - CASH BACKED</b>		
Balance as at 1 July 2012	184,945	199,747
Amount Transferred (to)/from Surplus	<u>1,783</u>	<u>(14,802)</u>
Balance as at 30 June 2013	<u>186,729</u>	<u>184,945</u>
<b>RESERVES - ASSET REVALUATION</b>		
Balance as at 1 July 2012	15,930,143	15,930,143
Revaluation Increment	-	-
Revaluation Decrement	-	-
Balance as at 30 June 2013	<u>15,930,143</u>	<u>15,930,143</u>
<b>TOTAL EQUITY</b>	<u><u>40,858,702</u></u>	<u><u>39,489,302</u></u>

<p><b>9.6.2 ACCOUNTS FOR PAYMENT – September, 2012</b></p>
--

**Agenda Reference:** AO 10/12 - 01  
**Location/Address:** Shire of Mingenew  
**Name of Applicant:** Shire of Mingenew  
**File Reference:** N/A  
**Disclosure of Interest:** NIL  
**Date:** 17 October 2012  
**Author:** Julie Borrett

**SUMMARY**

Council to confirm the payment of creditors for the month of May 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 1995, Section 6.4

Local Government (Financial Management) Regulations 1996, Sections 12, 13 and 14

**POLICY IMPLICATIONS**

Payments have been made under delegation

**FINANCIAL IMPLICATIONS**

Funds available to meet expenditure

**STRATEGIC IMPLICATIONS**

Nil

**VOTING REQUIREMENTS**

Absolute Majority

**Officer Recommendation & Council Resolution**

121006

**MOVED: Cr PJ Ward**

**SECONDED: Cr HM Newton**

**That Council confirm the accounts as presented for September 2012 from the Municipal Fund totalling \$619,101.48 represented by Electronic Funds Transfers of EFT6399 to EFT6470, Trust Cheque no 396-398 and Cheque nos 7593 – 7605.**

**CARRIED BY ABSOLUTE MAJORITY**

**Voting 7/0**

Date: 08/10/2012  
Time: 2:46:33PM

**Shire of MINGENEW**  
**Statement of Payments for the month of September 2012**

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<b>Cheque /EFT No</b>	<b>Date</b>	<b>Name Invoice Description</b>	<b>INV Amount</b>	<b>Amount</b>
		<b>LATE ESTATE OF R B SISSON</b>		
396	03/09/2012	REFUND		380.00
		<b>Erin Greaves</b>		
397	10/09/2012	REFUND OF BOND		300.00
		<b>MINGENEW SHIRE COUNCIL</b>		
398	24/09/2012	REFUND		260.00
		<b>FIVE STAR BUSINESS EQUIPMENT &amp; COMMUNICATIONS</b>		
EFT6399	03/09/2012	CHARGES		460.97
		<b>LANDGATE</b>		
EFT6400	03/09/2012	CHARGES		140.00
		<b>Great Northern Rural Services</b>		
EFT6401	03/09/2012	GOODS		4,704.06
		<b>IT VISION AUSTRALIA PTY LTD</b>		
EFT6402	03/09/2012	CHARGES		253.00
		<b>IRWIN PLUMBING SERVICES</b>		
EFT6403	03/09/2012	CHARGES		1,177.00
		<b>RELIANCE PETROLEUM</b>		
EFT6404	03/09/2012	FUEL		11,880.00
		<b>PLAYGROUND SOLUTIONS</b>		
EFT6405	03/09/2012	CHARGES		31,883.50
		<b>QUALITY TRAFFIC MANAGEMENT PTY LTD</b>		
EFT6406	03/09/2012	CHARGES		8,989.75
		<b>WESTERN AUSTRALIAN TREASURY CORPORATION</b>		
EFT6407	03/09/2012	LOAN		54,378.74
		<b>Cameron Watson</b>		
EFT6408	03/09/2012	REIMBURSEMENT		100.00
		<b>YOUNG MOTORS PTY LTD</b>		
EFT6409	03/09/2012	REVERSAL		617.80
		<b>NAB BUSINESS VISA</b>		
EFT6410	07/09/2012	CREDIT CARD		1,401.75
		<b>Australian Taxation Office</b>		
EFT6412	10/09/2012	BAS STATEMENT		117,906.32
		<b>AUSTRALIA POST</b>		
EFT6413	10/09/2012	POSTAGE		195.16
		<b>ABCO PRODUCTS</b>		
EFT6414	10/09/2012	GOODS		976.24
		<b>UHY HAINES NORTON (WA) PTY LTD</b>		
EFT6415	10/09/2012	CHARGES		1,158.30
		<b>Courier Australia</b>		
EFT6416	10/09/2012	FREIGHT		79.12
		<b>LANDGATE</b>		
EFT6417	10/09/2012	CHARGES		245.93
		<b>DUN &amp; BRADSTREET (AUSTRALIA) PTY LTD</b>		
EFT6418	10/09/2012	FEES		140.80
		<b>GERALDTON MOWER &amp; REPAIR SPECIALISTS</b>		
EFT6419	10/09/2012	CHARGES		135.20
		<b>GERALDTON AG SERVICES</b>		
EFT6420	10/09/2012	GOODS		59.57
		<b>Great Northern Rural Services</b>		
EFT6421	10/09/2012	GOODS		89.34

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Statement of Payments for the month of September 2012USER: Administrator Offi  
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<b>Cheque /EFT No</b>	<b>Date</b>	<b>Name Invoice Description</b>	<b>INV Amount</b>	<b>Amount</b>
		<b>HOCKEY'S PEST SERVICE</b>		
EFT6422	10/09/2012	CHARGES		275.00
		<b>IRWIN PLUMBING SERVICES</b>		
EFT6423	10/09/2012	CHARGES		5,120.50
		<b>CANINE CONTROL</b>		
EFT6424	10/09/2012	CHARGES		935.00
		<b>MINGENEW COMMUNITY RESOURCE CENTRE</b>		
EFT6425	10/09/2012	CHARGES		110.00
		<b>LANDMARK</b>		
EFT6426	10/09/2012	GOODS		546.70
		<b>WESTERN AUSTRALIAN TREASURY CORPORATION</b>		
EFT6427	10/09/2012	LOAN		7,616.29
		<b>WA LOCAL GOVERNMENT ASSOCIATION</b>		
EFT6428	10/09/2012	CHARGES		6,036.00
		<b>MINGENEW FABRICATORS</b>		
EFT6429	10/09/2012	REPAIRS		99.00
		<b>Shire of Mingenew - Payroll</b>		
EFT6430	12/09/2012	PAY120912		27,318.78
		<b>Australian Services Union</b>		
EFT6431	12/09/2012	Payroll deductions		22.90
		<b>CHILD SUPPORT AGENCY</b>		
EFT6432	12/09/2012	Payroll deductions		191.20
		<b>HBF</b>		
EFT6433	12/09/2012	Payroll deductions		70.90
		<b>LGRCEU</b>		
EFT6434	12/09/2012	Payroll deductions		19.40
		<b>WA LOCAL GOVERNMENT SUPERANNUATION PLAN P/L</b>		
EFT6435	12/09/2012	Superannuation contributions		4,619.57
		<b>PRIME SUPER</b>		
EFT6436	12/09/2012	Superannuation contributions		326.32
		<b>FIVE STAR BUSINESS EQUIPMENT &amp; COMMUNICATIONS</b>		
EFT6437	17/09/2012	CHARGES		556.10
		<b>Courier Australia</b>		
EFT6438	17/09/2012	FREIGHT		38.45
		<b>COMPLETE LANDSCAPE SOLUTIONS</b>		
EFT6439	17/09/2012	CHARGES		4,875.00
		<b>DONGARA DRILLING &amp; ELECTRICAL</b>		
EFT6440	17/09/2012	CHARGES		477.99
		<b>DUN &amp; BRADSTREET (AUSTRALIA) PTY LTD</b>		
EFT6441	17/09/2012	CHARGES		220.00
		<b>VEOLIA ENVIRONMENTAL SERVICES AUSTRALIA PTY LTD</b>		
EFT6442	17/09/2012	CHARGES		4,840.30
		<b>Great Northern Rural Services</b>		
EFT6443	17/09/2012	GOODS		504.16
		<b>IN-SITU CONSTRUCTION &amp; MAINTENANCE</b>		
EFT6444	17/09/2012	CHARGES		199,630.68
		<b>CANINE CONTROL</b>		
EFT6445	17/09/2012	CHARGES		935.00
		<b>RELIANCE PETROLEUM</b>		

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<b>Cheque /EFT No</b>	<b>Date</b>	<b>Name Invoice Description</b>	<b>INV Amount</b>	<b>Amount</b>
		<b>RELIANCE PETROLEUM</b>		
EFT6446	17/09/2012	CHARGES		4,576.55
		<b>MINGENEW IGA PLUS LIQUOR</b>		
EFT6447	17/09/2012	GROCERIES		318.43
		<b>OSBORNE PLASTIC COATERS</b>		
EFT6448	17/09/2012	CHARGES		151.80
		<b>COMMERCIAL HOTEL</b>		
EFT6450	24/09/2012	ACCOMMODATION		120.00
		<b>Courier Australia</b>		
EFT6451	24/09/2012	FREIGHT		171.74
		<b>DONGARA DRILLING &amp; ELECTRICAL</b>		
EFT6452	24/09/2012	CHARGES		753.65
		<b>GREENFIELD TECHNICAL SERVICES</b>		
EFT6453	24/09/2012	CHARGES		11,962.61
		<b>Great Northern Rural Services</b>		
EFT6454	24/09/2012	CHARGES		5,405.60
		<b>JR &amp; A HERSEY PTY LTD</b>		
EFT6455	24/09/2012	CHARGES		918.06
		<b>RELIANCE PETROLEUM</b>		
EFT6456	24/09/2012	FUEL		7,425.00
		<b>MILLS' MECHANICAL REPAIRS &amp; SERVICES</b>		
EFT6457	24/09/2012	CHARGES		444.22
		<b>STARICK TYRES</b>		
EFT6458	24/09/2012	CHARGES		217.78
		<b>MIDWEST AERO MEDICAL AIR AMBULANCE P/L</b>		
EFT6459	24/09/2012	FEES		500.00
		<b>GERALDTON TOYOTA</b>		
EFT6460	24/09/2012	PLANT		24,174.29
		<b>PEMCO DIESEL PTY LTD</b>		
EFT6461	24/09/2012	SERVICE LOADER MI473 PO6026		2,567.29
		<b>SLATER-GARTRELL SPORTS</b>		
EFT6462	24/09/2012	GOODS		2,035.00
		<b>WA LOCAL GOVERNMENT ASSOCIATION</b>		
EFT6463	24/09/2012	CHARGES		400.08
		<b>Shire of Mingenew - Payroll</b>		
EFT6464	26/09/2012	pAYROLL26092012		27,383.83
		<b>Australian Services Union</b>		
EFT6465	26/09/2012	Payroll deductions		22.90
		<b>CHILD SUPPORT AGENCY</b>		
EFT6466	26/09/2012	Payroll deductions		192.07
		<b>HBF</b>		
EFT6467	26/09/2012	Payroll deductions		70.90
		<b>LGRCEU</b>		
EFT6468	26/09/2012	Payroll deductions		19.40
		<b>WA LOCAL GOVERNMENT SUPERANNUATION PLAN P/L</b>		
EFT6469	26/09/2012	Superannuation contributions		4,710.80
		<b>PRIME SUPER</b>		
EFT6470	26/09/2012	Superannuation contributions		322.69
		<b>MINGENEW SHIRE COUNCIL</b>		
7593	03/09/2012	Payroll deductions		114.00
		<b>PALM ROADHOUSE</b>		
7594	03/09/2012	CATERING		190.00

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**Shire of MINGENEW**  
**Statement of Payments for the month of September 2012**

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<b>Cheque /EFT No</b>	<b>Date</b>	<b>Name Invoice Description</b>	<b>INV Amount</b>	<b>Amount</b>
		<b>Plum Personal Plan</b>		
7595	03/09/2012	Superannuation contributions		159.91
		<b>CHAPLINS FABRICATIONS</b>		
7596	03/09/2012	CHARGES		2,282.50
		<b>SYNERGY</b>		
7597	03/09/2012	CHARGES		1,936.45
		<b>WATER CORPORATION</b>		
7598	03/09/2012	CHARGES		7,126.75
		<b>BIGPOND</b>		
7599	10/09/2012	CHARGES		39.95
		<b>MIDWEST AUTO GROUP</b>		
7600	10/09/2012	CHARGES		364.91
		<b>TELSTRA</b>		
7601	10/09/2012	CHARGES		1,619.37
		<b>MINGENEW SHIRE COUNCIL</b>		
7602	17/09/2012	Payroll deductions		120.00
		<b>Plum Personal Plan</b>		
7603	17/09/2012	Superannuation contributions		159.91
		<b>MINGENEW SHIRE COUNCIL</b>		
7604	24/09/2012	RATES		5,227.00
		<b>SYNERGY</b>		
7605	24/09/2012	CHARGES		1,598.25

**REPORT TOTALS**

<b>Bank Code</b>	<b>Bank Name</b>	<b>TOTAL</b>
M	MUNI - NATIONAL AUST BANK	<b>618,161.48</b>
T	TRUST- NATIONAL AUST BANK	<b>940.00</b>
<b>TOTAL</b>		<b>619,101.48</b>



Friday, 21st September 2012	\$ 240.90
Wednesday, 26th September 2012	\$ 1,970.35
Thursday, 27th September 2012	\$ 1,132.45
Friday, 28th September 2012	\$ 510.00
	<b>\$ 20,432.70</b>

## **BANK FEES**

### **Direct debits from Muni Account 1 September to 30 September 2012**

Total direct debited from Municipal Account	<b>\$ 180.70</b>
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## **PAYROLL**

### **Direct Payments from Muni Account 1 September to 30 September 2012**

Wednesday, 12th September 2012	\$ 38,069.30
Wednesday, 26th September 2012	\$ 37,957.30
	<b>\$ 76,026.60</b>

**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**

**11.1 ELECTED MEMBERS**

**11.2 STAFF**

**12.0 CONFIDENTIAL ITEMS**

NIL

**13.0 COUNCILLOR REPORTS**

NIL

**14.0 TIME AND DATE OF NEXT MEETING**

That the next Ordinary Council Meeting be held on Wednesday, the 21<sup>st</sup> November 2012 at 4:00pm.

**15.0 CLOSURE**

The Shire President thanked all for attending and declared the meeting closed at 4.55pm

These minutes were confirmed at a meeting on Wednesday 21<sup>st</sup> November 2012.

Signed: \_\_\_\_\_

Presiding Officer

Date: 21<sup>st</sup> November 2012