



**AGENDA FOR THE
ORDINARY COUNCIL MEETING
TO BE HELD ON**

Wednesday 16 May 2018

SHIRE OF MINGENEW

WRITTEN DECLARATION OF INTEREST IN MATTER BEFORE COUNCIL

Chief Executive Officer
Shire of Mingenew
PO Box 120
MINGENEW WA 6522

Dear Sir/Madam,

Re: Written Declaration of Interest in Matter before Council

I, (1)_____ wish to declare an interest in the following item to be considered by Council at its meeting to be held on

(2)_____

Agenda Item (3) _____

The type of interest I wish to declare is (4)

- ☐ Financial pursuant to Section 5.60A of the Local Government Act 1995
☐ Proximity pursuant to Section to 5.60B of the Local Government Act 1995
☐ Indirect Financial pursuant to Section 5.61 of the Local Government Act 1995
☐ Impartiality pursuant to regulation 11 of the Local Government (Rule of Conduct) Regulations 2007

The nature of my interest is (5)

The extent of my interest is (6)

I understand that the above information will be recorded in the minutes of the meeting and recorded in the Financial Interest Register.

Yours faithfully,

Signed

Date

1. Insert Name
2. Insert the date of the Council Meeting at which the item is to be considered.
3. Insert the Agenda Item Number and Title.
4. Tick box to indicate type of interest.
5. Describe the nature of your interest.
6. Describe the extent of your interest (if seeking to participate in the matter under S. 5.68 of the Act).

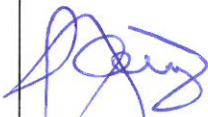
Shire of Mingenew

Ordinary Council Meeting Notice Paper

16 May 2018

Madam President and Councillors,

An Ordinary Meeting of Council is called for Wednesday, 16 May 2018, in the Council Chambers, Victoria Street, Mingenew, commencing at 4.30 pm.



Neil Hartley
Acting Chief Executive Officer

11 May 2018

DISCLAIMER

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Persons should be aware that the provisions of the Local Government Act 1995 (Section 5.25 (e)) establish procedures for revocation or rescission of a Council decision. No person should rely on the decisions made by Council until formal advice of the Council decision is received by that person. The Shire of Mingenew expressly disclaims liability for any loss or damage suffered by any person as a result of relying on or acting on the basis of any resolution of Council, or any advice or information provided by a Member or Officer, or the content of any discussion occurring, during the course of the Council meeting.

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SHIRE OF MINGENEW

AGENDA FOR ORDINARY MEETING OF COUNCIL TO BE HELD IN COUNCIL CHAMBERS ON 16 May 2018 COMMENCING AT 4.30pm

- 1.0 DECLARATION OF OPENING/ANNOUNCEMENT OF VISITORS
- 2.0 RECORD OF ATTENDANCE/APOLOGIES/APPROVED LEAVE OF ABSENCE
- 3.0 RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE

Nil.

- 4.0 PUBLIC QUESTION TIME/PETITIONS/DEPUTATIONS/PRESENTATIONS/SUBMISSIONS
- 5.0 APPLICATIONS FOR LEAVE OF ABSENCE
- 6.0 DECLARATIONS OF INTEREST

Item 9.1.5 (Lease Transfer and Extension - Part Lot 303, Eleanor Street, Mingenew): CEO – Works part time for Civil Legal.

7.0 CONFIRMATION OF PREVIOUS MEETING MINUTES

7.1.1 ORDINARY MEETING HELD 18 APRIL 2018

That the minutes of the Ordinary Meeting of the Shire of Mingenew held in the Council Chambers on 18 April 2018 be confirmed as a true and accurate record of proceedings.

7.1.2 SPECIAL MEETING HELD 18 APRIL 2018

That the minutes of the Special Meeting of the Shire of Mingenew held in the Council Chambers on 18 April 2018 be confirmed as a true and accurate record of proceedings.



**MINUTES FOR THE
ORDINARY COUNCIL MEETING
HELD ON**

Wednesday 18 April 2018

Shire of Mingenew

Ordinary Council Meeting Notice Paper

18 April 2018

Madam President and Councillors,

An Ordinary Meeting of Council is called for Wednesday, 18 April 2018, in the Council Chambers, Victoria Street, Mingenew, commencing at 4.30 pm.

Martin Whitely
Chief Executive Officer

13 April 2018

DISCLAIMER

The purpose of Council Meetings is to discuss, and where possible, make resolutions about items appearing on the agenda. Whilst Council has the power to resolve such items and may in fact, appear to have done so at the meeting, no person should rely on or act on the basis of such decision or on any advice or information provided by a Member or Officer, or on the content of any discussion occurring, during the course of the meeting.

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SHIRE OF MINGENEW

MINUTES FOR THE ORDINARY MEETING OF COUNCIL HELD IN COUNCIL CHAMBERS ON 18 April 2018 COMMENCING AT 4.30pm

1.0 DECLARATION OF OPENING/ANNOUNCEMENT OF VISITORS

The President HM Newton declared the meeting open at 4.30pm and welcomed all in attendance.

2.0 RECORD OF ATTENDANCE/APOLOGIES/APPROVED LEAVE OF ABSENCE COUNCILLORS

HM Newton	President	Town Ward
CR Lucken (from 4.38pm)	Deputy President	Town Ward
KJ McGlinn	Councillor	Town Ward
RW Newton	Councillor	Rural Ward
GJ Cosgrove	Councillor	Rural Ward
JD Bagley	Councillor	Rural Ward
LM Eardley	Councillor	Town Ward

APOLOGIES

CR Lucken (delayed arrival)	Councillor	Town Ward
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STAFF

N Hartley	Acting Chief Executive Officer
D Ojha	Finance Manager
B Bow	Governance Officer

PUBLIC

Nil

3.0 RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE

Nil

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

There being no members of public present the President proceeded with the meeting allowing a period of 15 minutes for questions from the public up until 4.45pm.

5.0 APPLICATIONS FOR LEAVE OF ABSENCE

Nil

6.0 DECLARATIONS OF INTEREST

Nil

7.0 CONFIRMATION OF PREVIOUS MEETING MINUTES

7.1.1 ORDINARY MEETING HELD 21 MARCH 2018

COUNCIL DECISION – ITEM 7.1.1

MOVED: Cr JD Bagley	SECONDED: Cr RW Newton
That the minutes of the Ordinary Meeting of the Shire of Mingenew held in the Council Chambers on 21 March 2018 be confirmed as a true and accurate record of proceedings.	
VOTING DETAILS:	CARRIED 6/0

7.1.2 AUDIT COMMITTEE MEETING HELD 21 MARCH 2018

COUNCIL DECISION – ITEM 7.1.2	
MOVED: Cr KJ McGlinn	SECONDED: Cr JD Bagley
That the minutes of the Audit Committee Meeting of the Shire of Mingenew held in the Council Chambers on 21 March 2018 be received.	
VOTING DETAILS:	CARRIED 6/0

Cr CR Lucken entered the meeting at 4.38pm.

7.1.3 SPECIAL MEETING HELD 5 APRIL 2018

COUNCIL DECISION – ITEM 7.1.3	
MOVED: Cr KJ McGlinn	SECONDED: Cr LM Eardley
That the minutes of the Special Meeting of the Shire of Mingenew held in the Council Chambers on 05 April 2018 be confirmed as a true and accurate record of proceedings.	
VOTING DETAILS:	CARRIED 7/0

8.0 ANNOUNCEMENTS BY PRESIDING PERSON WITHOUT DISCUSSION
Nil

9.0 OFFICERS REPORTS

9.1 CHIEF EXECUTIVE OFFICER

9.1.1 BRANDING & PROMOTION

Location/Address: Shire of Mingenew
Name of Applicant: Shire of Mingenew
Disclosure of Interest: Nil
File Reference: ADM0074
Date: 12 April 2018
Author: Martin Whitely, Chief Executive Officer

Summary

This report recommends that Council consider a proposal from Lateral Aspect regarding an extension to their current contract and that consideration is given to approving an advertising and promotion budget for the 2018/19 financial year.

Attachment

Lateral Aspect Proposal
Media Proposal

Background

In July 2016 Lateral Aspect carried out a strategic planning session with Council and staff and produced a document that looked at ways of promoting the community's assets and attracting additional visitation numbers to the Shire of Mingenew. On completion of the strategic planning session Lateral Aspect were engaged by Council on a retainer basis for a period of 2 years, commencing 1 August 2016 through to 31 July 2018. During this period Lateral Aspect implemented the Shire's new website, logo and other digital and marketing initiatives.

Comment

Lateral Aspect conducted a community engagement evening at the Recreation Centre on 4 April 2018. The event was attended by approximately 15-20 people and received some very positive feedback from those that attended. During the course of their visit Mark Lucas also met with the Mingenew Midwest Expo to discuss any possible leveraging opportunities or advertising synergies that could be maximised to further promote the event. The Mingenew Midwest Expo ("Expo") have indicated that they are very keen to partner with Lateral Aspect to help them promote the 2018 event.

I have had further discussions with Lateral Aspect in respect to their involvement with Expo and while they are very keen to be involved with assisting Expo in their preparations for this year's event, this would only be financially viable should the Shire continue to retain Lateral Aspect beyond the current agreement. Given that the existing contract with Lateral Aspect will expire on 31 July 2018 I thought this would be an opportune time for Council to indicate if they intend to extend the contract beyond the first 2 year term. The proposal from Lateral Aspect is attached for Council information and the proposed retainer fee is the same as the current agreement.

In addition to an annual retainer fee, Lateral Aspect has provided an indicative advertising and promotion budget. This is tabled in the media proposal. This budget would be in addition to the annual retainer fee and used to promote Mingenew via the various outlets as outlined in the media proposal.

As a comparative, at the June 2017 Ordinary Meeting Council approved a budget of \$30,000 for advertising and promotion for the 2017/18 financial year. In the attached media proposal an indicative budget of \$45,280 for both the 2018/19 and 2019/20 financial years is suggested.

While Council are not being requested at this point in time to approve the media proposal, it is important to highlight that an advertising and promotion budget will need to be endorsed in addition to the retainer fee to allow Lateral Aspect to promote the Mingenew brand. As such, if Council were to extend the current contract and implement the proposed advertising and promotion budgets for the 2018/19 and 2019/20 financial years, this would equate to a financial investment of \$172,560.

Clearly this is a significant investment for the Shire and unfortunately with such a poor wildflower season in 2017 it is difficult to ascertain the impact the brand promotion may have had during this period. While I am an advocate for the branding concept, it is important that the Shire see some direct benefits in correlation with the investment.

Consultation

Mark Lucas, Lateral Aspect
Lily Ward, Lateral Aspect
Cr Helen Newton, President

Statutory Environment

Nil

Policy Implications

Nil

Financial Implications

There is a direct financial impact in appointing Lateral Aspect for a further 2 year period and these costs would be need to be accounted for in the 2018/19 and 2019/20 financial years.

Strategic Implications

Community Strategic Plan
Outcome 1.1.3 – Support and encourage tourism development
Outcome 1.1.4 – Continue to support local events and promote new events

Voting Requirements

Simple Majority

OFFICER RECOMMENDATION – ITEM 9.1.1

That Council;

1. Agree to extend the Lateral Aspect contract for a further 2 year tem commencing 1 August 2018 and expiring 31 July 2020, and
2. That consideration is given to approving an advertising and promotion budget for the 2018/19 financial year, and
3. Make provision in the 2018/19 Budget for the approved amounts.

COUNCIL DECISION- ITEM 9.1.1

Moved: Cr JD Bagley

Seconded Cr: CR Lucken

That the item be deferred to the May 2018 Council Meeting to enable further consideration of the financial commitments and proposed program.

VOTING DETAILS:

CARRIED 7/0

9.2 FINANCE

9.2.1 FINANCIAL STATEMENTS FOR PERIOD ENDING 31 MARCH 2018

Location/Address: Shire of Mingenew
Name of Applicant: Shire of Mingenew
Disclosure of Interest: Nil
File Reference: ADM0304
Date: 12 April 2018
Author: Durga Ojha, Manager of Finance
Senior Officer: Martin Whitely, Chief Executive Officer

Summary

This report recommends that the Monthly Statement of Financial Activity report for the period ending 31 March 2018 is presented to Council for adoption.

Attachment

Finance Report for period ending 31 March 2018

Background

The Monthly Financial Report to 31 March 2018 is prepared in accordance with the requirements of the Local Government Act and the Local Government (Financial Management) Regulations and includes the following:

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

Comment

SUMMARY OF FUNDS – SHIRE OF MINGENEW	
Municipal Fund & Cash on Hand	\$691,402
3 Month Term Deposit @ 2.45%	\$1,513,822
Restricted Funds (Unspent Grants) included in the above term deposit	\$583,500
Trust Fund	\$61,159
Reserve fund (6 Month Term Deposit) @ 2.55%	\$401,872

MINGENEW SHIRE COUNCIL ORDINARY MEETING MINUTES – 18 April 2018

Debtor's accounts continue to be monitored with all efforts being made to ensure that monies are recovered. The following remains outstanding as at 31 March 2018;

	Current	30+ Days	60+ Days	90+ Days	TOTAL
Amount	650	42,500	860	5,857	49,867

Rates Outstanding at 31 March 2018 were:

	February 2018	January 2018
Rates	139,018	264,030
Rubbish	13,124	13,425
ESL	3,941	4,242
TOTAL	156,083	281,697

The Statement of Financial Activities Report contains explanations of Councils adopted variances for the 2017/18 financial year.

Consultation

Martin Whitely, Chief Executive Officer

Statutory Environment

Local Government Act 1995 Section 6.4

Local Government (Financial Management) Regulations 1996 Section 34

34. Financial activity statement required each month (Act s. 6.4)

(1A) In this regulation —

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

- (1) A local government is to prepare each month a statement of financial activity reporting on the revenue and expenditure, as set out in the annual budget under regulation 22(1)(d), for that month in the following detail —
 - (a) annual budget estimates, taking into account any expenditure incurred for an additional purpose under section 6.8(1)(b) or (c); and
 - (b) budget estimates to the end of the month to which the statement relates; and
 - (c) actual amounts of expenditure, revenue and income to the end of the month to which the statement relates; and
 - (d) material variances between the comparable amounts referred to in paragraphs (b) and (c); and
 - (e) the net current assets at the end of the month to which the statement relates.
- (2) Each statement of financial activity is to be accompanied by documents containing —
 - (a) an explanation of the composition of the net current assets of the month to which the statement relates, less committed assets and restricted assets; and
 - (b) an explanation of each of the material variances referred to in sub regulation (1)(d); and
 - (c) such other supporting information as is considered relevant by the local government.

- (3) The information in a statement of financial activity may be shown —
 - (a) according to nature and type classification; or
 - (b) by program; or
 - (c) by business unit.
- (4) A statement of financial activity, and the accompanying documents referred to in sub regulation (2), are to be —
 - (a) Presented at an ordinary meeting of the council within 2 months after the end of the month to which the statement relates; and
 - (b) Recorded in the minutes of the meeting at which it is presented.
- (5) Each financial year, a local government is to adopt a percentage or value, calculated in accordance with the AAS, to be used in statements of financial activity for reporting material variances.

Policy Implications

Nil

Financial Implications

Financial implications are outlined in comments.

Strategic Implications

Nil

Voting Requirements

Simple Majority

OFFICER RECOMMENDATION AND COUNCIL DECISION - ITEM 9.2.1

Moved Cr: CR Lucken

Seconded: Cr RW Newton

That the Monthly Statement of Financial Activity for the period 1 July 2017 to 31 March 2018 be received.

VOTING DETAILS:

CARRIED 7/0

9.2.2 ACCOUNTS FOR PAYMENT – MONTH ENDING 31 MARCH 2018

Location/Address: Shire of Mingenew
Name of Applicant: Shire of Mingenew
File Reference: ADM0042
Disclosure of Interest: Nil
Date: 12 April 2018
Author: Durga Ojha, Manager of Finance
Senior Officer: Martin Whitely, Chief Executive Officer

Summary

This report recommends that Council confirm the payment of creditors for the month of February 2018 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).

List of Payments
Payroll, Licensing & Credit Card

Background

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

Comment

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

Consultation

Nil

Statutory Environment

Local Government Act 1996, Section 6.4
Local Government (Financial Management) Regulations 1996, Sections 12, 13 and 15

Policy Implications

Payments have been made under delegation.

Financial Implications

Funds available to meet expenditure.

Strategic Implications

Nil

Voting Requirements

Simple Majority

OFFICER RECOMMENDATION AND COUNCIL DECISION – ITEM 9.2.2

Moved: Cr LM Eardley

Seconded: Cr CR Lucken

That Council confirm the accounts as presented for March 2018 from the Municipal & Trust Fund totalling \$153,742.55 represented by Electronic Funds Transfers of EFT 11394 to 111426, EFT 11427 to EFT 11429 were cancelled and EFT 111430 to 11433 Direct Deduction DD8385.1.1, 2, 3, 4, 5 & 6, DD 8398.1, DD 8317.1, 2, 3, 4, 5 & 6 and Municipal Cheque numbers 8547.

VOTING DETAILS:

CARRIED 7/0

9.3 ADMINISTRATION

Nil

9.4 TOWN PLANNING

Nil

9.5 BUILDING

Nil

10.0 ELECTED MEMBERS/MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

Nil

11.0 NEW BUSINESS OF AN URGENT NATURE INTRODUCED BY DECISION OF MEETING

11.1 ELECTED MEMBERS

Nil

11.2 STAFF

Nil

12.0 CONFIDENTIAL ITEMS

Nil

13.0 TIME AND DATE OF NEXT MEETING

Next Ordinary Council Meeting to be held on Wednesday 16 May 2018 commencing at 4.30pm.

14.0 CLOSURE

The President thanked Durga Ojha for his contribution to the Shire of Mingenew and praised his efforts in solidifying a sound financial position for the Shire. The President wished Durga and his family all the best for the future.

The President thanked all for attending and declared the meeting closed at 5pm.

These minutes were confirmed at an Ordinary Council meeting on 16 May 2018

Signed _____
Presiding Officer

Date: _____



**MINUTES FOR THE
SPECIAL MEETING OF COUNCIL
HELD ON**

Wednesday 18 April 2018

Shire of Mingenew

Special Council Meeting Notice Paper

18 April 2018

Madam President and Councillors,

A Special Meeting of Council is called for Wednesday, 18 April 2018, in the Council Chambers, Victoria Street, Mingenew, commencing at 5.10pm for the consideration of appointing the Chief Executive Officer for the Shire of Mingenew.

Neil Hartley
Acting Chief Executive Officer

18 April 2018

DISCLAIMER

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CONFIDENTIAL

SHIRE OF MINGENEW

MINUTES FOR THE SPECIAL MEETING OF COUNCIL HELD IN COUNCIL CHAMBERS ON 18 April 2018 COMMENCING AT 5.10pm

1.0 DECLARATION OF OPENING/ANNOUNCEMENT OF VISITORS

The President HM Newton declared the meeting open at 5.10pm and welcomed all in attendance.

2.0 RECORD OF ATTENDANCE/APOLOGIES/APPROVED LEAVE OF ABSENCE COUNCILLORS

HM Newton	President	Town Ward
CR Lucken	Councillor	Town Ward
KJ McGlinn	Councillor	Town Ward
RW Newton	Councillor	Rural Ward
GJ Cosgrove	Councillor	Rural Ward
JD Bagley	Councillor	Rural Ward
LM Eardley	Councillor	Town Ward

3.0 PUBLIC QUESTION TIME

Nil

4.0 DECLARATIONS OF INTEREST

Nil

5.0 ANNOUNCEMENTS BY PRESIDING PERSON WITHOUT DISCUSSION

Nil

6.0 OFFICERS REPORTS

Nil

7.0 CONFIDENTIAL ITEMS

7.1 APPOINTMENT OF CEO

7.1 APPOINTMENT OF CEO

Location/Address: Shire of Mingenew
Name of Applicant: Neil Hartley, Chief Executive Officer
Disclosure of Interest: Nil
File Reference: ADM0077
Date: 18 April 2018
Author: Neil Hartley, Chief Executive Officer

COUNCIL DECISION - ITEM 7.1

Moved Cr: LM Eardley

Seconded: Cr RW Newton

That Council-

1. Note the Executive Committee's recommendation from its meeting held on the 19 April 2018.
2. Is satisfied that Mr Nils Hay is suitably qualified for the position of Chief Executive Officer of the Shire of Mingenew and appoints him to that position, subject to a suitable employment contract and remuneration package being negotiated;
3. Authorises the Executive Management Committee to undertake CEO contract negotiations with Mr Hay (with the assistance of Logo Recruitments), including remuneration components of salary, housing, motor vehicle, and superannuation, within the parameters of a "Band 4" local government; and
4. Requires that the details of the negotiated contract be referred back to Council for final consideration of endorsement.

VOTING DETAILS:

CARRIED 7/0

8.0 CLOSURE

The President thanked all for attending and declared the meeting closed at 5.35pm.

8.0 ANNOUNCEMENTS BY PRESIDING PERSON WITHOUT DISCUSSION

9.0 OFFICERS REPORTS

9.1 CHIEF EXECUTIVE OFFICER

9.1.1 BRANDING & PROMOTION

Location/Address: Shire of Mingenew
Name of Applicant: Shire of Mingenew
Disclosure of Interest: Nil
File Reference: ADM0074
Date: 25 April 2018
Author: Neil Hartley, Acting Chief Executive Officer

Summary

This report was deferred from the April 2018 Council Meeting and recommends that Council consider the extension to the existing Lateral Aspect contract. Lateral Aspect coordinates the branding and promotion of the Mingenew district. It is proposed that a short term contract extension be offered in order to align the anniversary dates of the contract to the Council's budget consideration timetable.

Attachment

Lateral Aspect Contract Proposal
Lateral Aspect Media Proposal

Background

The primary focus of the Lateral Aspect contract is to promote key Mingenew Events, like Mingenew Expo, Mingenew Races, as well as the regional Wildflower Season.

In July 2016 Lateral Aspect carried out a strategic planning session with Councillors and staff and produced a document that considered ways of promoting the community's assets and attracting additional visitation numbers into the Shire of Mingenew. On completion of the strategic planning session Lateral Aspect were engaged by Council on a retainer basis for a period of two years, commencing 1 August 2016 through to 31 July 2018. During this period Lateral Aspect implemented the Shire's new website, logo and other digital and marketing initiatives.

Lateral Aspect conducted a community engagement evening at the Recreation Centre on 4 April 2018. The event was attended by approximately 15-20 people and received some very positive feedback from those that attended. During the course of their visit Mark Lucas also met with the Mingenew Midwest Expo to discuss any possible leveraging opportunities or advertising synergies that could be maximised to further promote the event. The Mingenew Midwest Expo ("Expo") has indicated that it is very keen to partner with Lateral Aspect to help it promote the 2018 event.

Further discussions with Lateral Aspect in respect to its involvement with the Expo occurred and while it is very keen to be involved with assisting Expo in its preparations for this year's event, this would only be financially viable should the Shire continue to retain Lateral Aspect beyond the current agreement. Given that the existing contract with Lateral Aspect will expire on 31 July 2018 it was thought this would be an opportune time for Council to indicate if it intend to extend the contract beyond the first two year term. The proposal from Lateral Aspect is attached for Council information and the proposed retainer fee is the same as the current agreement.

In addition to an annual retainer fee, Lateral Aspect has provided an indicative advertising and promotion budget. This is tabled in the media proposal. This budget would be in addition to the annual retainer fee and used to promote Mingenew via the various outlets as outlined in the media proposal

Comment

The matter of a new contract for a further two years was presented to the April Council meeting, where Council decided to defer any decision on that question until financial clarification could be provided, this is outlined in the Financial Implications section of this report.

The timing of the contract is not well aligned to the Shire's budget adoption process and in light of that, it is suggested that a small extension (two months to end of September 2018) be provided so that the annual budget process can be completed prior to any new contract needing to be finalised. Also, that in light of being in the early stages of a marketing/branding campaign, changes will no doubt need to be considered as the project matures. It is suggested that to maintain the most flexibility for the Shire, yet offer Lateral Aspect a suitably commercial agreement, the contract be again considered at the time Council decides its 2018/19 budget, for a period of one year (1 October 2018 to 30 September 2019).

Any further extension will need to be considered in light of the requirements of the Local Government Act's S3.57(1) (Tenders for providing goods or services), which is outlined below.

Consultation

Mark Lucas, Lateral Aspect
Lily Ward, Lateral Aspect
Cr Helen Newton, President

Statutory Environment

The Local Government Act 1995 at S3.57(1) (Tenders for providing goods or services) requires that in certain circumstances, a local government is to invite tenders before it enters into a contract of a prescribed kind under which another person is to supply goods or services. The Local Government (Functions and General) Regulations 1996 at Cl.11(1) (When tenders have to be publicly invited) clarifies that tenders are to be publicly invited if the consideration under the contract is, or is expected to be, more, or worth more, than \$150,000.

It is unfortunate that there is no definitive answer to the definition of this \$150,000 sum, but the accepted interpretation is that if that amount is exceeded for any single provider over say a three year period, then it is appropriate that tenders be called. Whilst a single year of Lateral Aspect's contract is only \$41,000 any ongoing extension of that contract will eventually exceed \$150,000.

The contract has already run for two years (\$82,000) and the proposal is that it be extended for a 15 months period (\$47,833). This is a total of \$129,833. It might be said that this level of annual expenditure sits within the Local Government Act, but nonetheless, it is suggested that a review of the program be undertaken in the early part of 2020 with the view to either not continuing with the service further, or calling tenders if it is desired to be continued, perhaps for a two year contract plus a one year option.

Policy Implications

The Shire of Mingenew's Purchasing Policy requires three written quotations for an expected purchase in the range of \$40,000 - \$149,999.

Financial Implications

There is a direct financial impact in appointing Lateral Aspect for an extended contract period and these costs would be needed to be accounted for in the 2018/19 and 2019/20 financial years.

The June 2017 Ordinary Meeting Council approved a budget of \$30,000 for advertising and promotion for the 2017/18 financial year. In the attached media proposal an enhanced level of media is proposed and an indicative budget of \$45,280pa is suggested. It would be logical for a two year contract to require a similar amount each financial year, so the two year total for advertising/promotion (2018/19 and 2019/20) would be \$90,560 which represents an approximate 50% increase on past years expenditure levels. While Council is not being requested at this point in time to approve the media proposal, it is important to highlight that an advertising and promotion budget will need to be endorsed in addition to the retainer fee to allow Lateral Aspect to promote the Mingenew brand.

Lateral Aspect's proposed retainer fee is the same as the current agreement, that is, \$41,000pa.

As such, if Council were to extend the current contract for a full two year period and implement the proposed advertising and promotion budgets for the 2018/19 and 2019/20 financial years, the total would be in the order of \$86,280pa (or \$172,560 for the two years of the contract). It is however suggested that slightly more conservative direction be taken, offering an initial two months extension (to 30 September 2018) to better align with Mingenew's budget adoption process, plus a further one year in addition (to 30 September 2019) to enable a further review to be undertaken as part of the 2019/20 budget. The cost for this latter option would require payment of \$47,833 for the retainer, plus a suitable sum for advertising promotions \$61,720 (both estimates reflecting 15 months of retainer fee/proposed promotional costs). A total of \$109,553 for the 15 month period to 30 September 2019.

Brand promotion ideally needs to be looked at as a longer term continuous investment as it is always difficult to ascertain the impact of brand promotion for individual years. This is because other environmental and economic impacts can enhance or disadvantage the promotion. For example, even a good quality marketing program might not bear fruit if there is difficult economic times for tourists, conversely, you may see many people visit the area irrespective of the abundance of wildflowers, just because the campaign and the uniqueness of the district has "caught their eye". Opting for the 15 months contract means that all parties will be able to benefit from the arrangement, yet there is ample opportunity for review to occur.

Strategic Implications

Community Strategic Plan

Outcome 1.1.3 – Support and encourage tourism development

Outcome 1.1.4 – Continue to support local events and promote new events

Voting Requirements

Simple Majority

OFFICER RECOMMENDATION – ITEM 9.1.1
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That Council:

- 1. Require that officers make provision in the draft 2018/19 Budget for the \$41,000 for Marketing consultants, and \$45,280 for Marketing/Communications amounts;**
- 2. Agree to extend the Lateral Aspect contract for two months to expire on 30 September 2018;**
- 3. Subject to a suitable budget allocation being approved for 2018/19, agree to extend the Lateral Aspect contract for a further one year term commencing 1 October 2018 and expiring either 30 September 2019; and**
- 4. That a review of the marketing and promotions program occur early in the 2019 calendar year, with the view to either not continuing with the service further, or calling tenders for a multi-year contract if it is desired to be continued.**

LATERALASPECT

the creative agency

10 April 2018

TO: The Shire of Mingenew (**the Client; you**)

ABN: To be confirmed

22 Victoria Street, Mingenew WA 6522

Postal:

PO Box 120, Mingenew WA 6522

Direct contacts for notices:

Martin Whitely

CEO (Authorised Representative)

M: 0428 795 621

E: ceo@mingenew.wa.gov.au

FROM: Seal Island Pty Ltd trading as Lateral Aspect (**Lateral Aspect ; us**)

ACN: 099 066 467

16 Jersey Street

Jolimont, WA 6014

Direct contacts for notices:

Mark Lucas

Director – Seal Island Pty Ltd T/A Lateral Aspect

T: +61 8 9284 0469

E: mark@lateralaspect.com.au

Dear Martin,

AGREEMENT TO PROVIDE ADVERTISING & MARKETING COMMUNICATIONS SERVICES: The Shire of Mingenew

Thank you for appointing Lateral Aspect to provide you with our specialised advertising and marketing communications services.

You and Lateral Aspect agree to sign this Agreement as confirmation of the Client's agreement to engage Lateral Aspect and Lateral Aspect's agreement to provide its Services to the Client upon the terms and conditions as stated below and any documents identified as forming part of this Agreement from time to time, including the attached **The Shire of Mingenew** Rate Card, Scope of Work and any further Scope of Work.

By signing this Agreement and/or instructing Lateral Aspect to proceed with any of the Services identified below, you acknowledge that you have received, understood and agree to be bound by this Agreement.

Lateral Aspect and the Client agree as follows:

PARTIES	The Parties to this Agreement are the Client and Lateral Aspect. Together called " the parties ".
APPOINTMENT	The Client appoints Lateral Aspect to provide the Services for the Term.
COMMENCEMENT DATE	The Commencement Date of Lateral Aspect's Services is 01 August 2018
TERM	This Agreement starts on the Commencement Date and shall end on 01 August 2020 (or as extended month to month) or upon completion of all Services stated in the Scope of Work attached to this Agreement or any further or replacement Scope of Work, whichever is the latter.
SERVICES	The Parties agree that the Services to be provided by Lateral Aspect to the Client are the services stated in the Scope of Work attached to this Agreement. The Client agrees that it will at its own cost provide Lateral Aspect with the materials, documents, approvals and instructions Lateral Aspect reasonably requires from time to time to deliver the Services in accordance with this Agreement.
LOCATION WHERE SERVICES TO BE PERFORMED	The Parties agree that Lateral Aspect will provide the Services from its premises at 16 Jersey Street, Jolimont, WA 6014 or at other premises at Lateral Aspect's discretion.
REVIEWS & REPORTING	The parties will meet every three months during the Term to review Lateral Aspect's performance in respect of the Services and to assess and vary (as required) the level of resourcing in respect of Services and fees in order to ensure that they accurately reflect current Client requirements.
FEES	<p>The Client will pay Lateral Aspect's fees in accordance with the attached Scope of Work, any further Scope of Work or as otherwise agreed between the parties. In the event that the Client requires services in addition to the Services, the Parties shall come together to discuss any required increase in fees and delivery timings, to be confirmed in writing. Such additional services will be charged in accordance with the attached The Shire of Mingenew Rate Card and may be incorporated into a further Scope of Work.</p> <p>Unless GST (defined in the <i>A New Tax System (Goods and Services Tax) Act 1999 (Cth)</i>) is expressly included, the fees expressed to be payable for any supply made under or in connection with this Agreement do not include GST and GST will be payable by the Client.</p> <p>Payment terms for Services performed are due 30 days from date of invoice unless stated otherwise in the attached Scope of Work.</p> <p>Any fees not paid in accordance with this Agreement will accrue annual compounding interest at the rate of 2% over the base rate quoted by the Commonwealth Bank in Sydney (\$100,000.00 + overdrafts) on and from the date the payment becomes due. In addition to all other available rights and remedies, in the event an invoice is not paid by the due date Lateral Aspect may cancel in its sole discretion the Services under this Agreement and/or a Scope of Work. Reinstatement after cancellation may require a new Scope of Work (including all applicable fees).</p>
THIRD PARTY COSTS & OUT OF POCKET EXPENSES	Lateral Aspect will incur third party expenses as stated in the Scope of Work or as otherwise approved by the Client. The Client will pay any and all third party expenses payable by Lateral Aspect to third parties for the provision of the applicable part of the Services within 7 days from date of invoice unless stated otherwise in the Scope of Work. The Client agrees that such invoices for third party expenses paid by Lateral Aspect will include in addition a 15% service fee

Lateral Aspect is the trading name of Seal Island Pty Ltd, 16 Jersey Street, Jolimont, WA 6014. ABN No: [96288567189](#)

	<p>or as otherwise agreed between Lateral Aspect and Client. .</p> <p>The Client agrees that, where necessary, it may be requested to pay third party expenses in part or full prior to order by Lateral Aspect's commencement of that part of the Services.</p> <p>Such third party expenses include any production (including but not limited to digital, print, TVC, photography) in which case 50% of costs, expenses and other amounts associated with the production job will be invoiced, where time allows, no less than fourteen (14) days prior to the production work commencing. The Client agrees to pay this invoice within five (5) days from the date of receipt.</p> <p>The Client will pay for all additional out of pocket expenses and disbursements incurred by Lateral Aspect during the provision of the Services and not covered in the Scope of Work (if any) if otherwise previously approved by the Client or if the out of pocket expense was reasonably incurred by Lateral Aspect having regard to the nature of the Services. Reasonably incurred expenses include but are not limited to travel, accommodation and subsistence costs.</p>
INTELLECTUAL PROPERTY	<p>Your material. All right, title and interest in all intellectual property rights (including copyright) in material provided to Lateral Aspect by you or at your direction for the purposes of this Agreement (including without limitation your logos, trade marks or other indicia, artwork, documents, equipment, computer programs, information, data and customer lists) will remain or be vested in you or the party who owns this material.</p> <p>Material we create. Subject to you paying to us in full all fees, costs and expenses in the manner and the amount set out as being payable for the provision of the Services in this Agreement and any Scope of Work, Lateral Aspect will absolutely and unconditionally assign to you, subject to third party material below and any other third party interest and/or use limitations (including rights of personality and limitations in talent releases), all right, title and interest in all intellectual property rights (including copyright) in any materials created by us as a direct result of the Services provided. You will not own any material that is owned by Lateral Aspect and developed independently of the Services but Lateral Aspect will grant you a non-exclusive licence to use this material to the extent necessary to obtain the benefit of the Services.</p> <p>Third party material. In order to provide the Services, we may be required to source and licence material that is owned by a third party (usually identified in the Scope of Work) that may include images, photographs, content, talent / personality rights, third party software or public domain content. In such circumstances the intellectual property rights / use rights in such material is retained by the originator and is released for use by you on the basis of a use licence that will often limit use in terms of time, territory and media. Accordingly, we will be unable to transfer ownership of this third party material to you and you acknowledge and agree that there may be stated, inherent or industry practice based limitations upon the use of this third party material. The ability for us to use such third party material and the cost must be approved by you in the Scope of Work or otherwise in writing.</p>
CHANGES TO THE SERVICES	<p>Lateral Aspect will work with the Client to action any required changes or cancellations to the Services (or part thereof) and must be agreed by Lateral Aspect in writing and provided such cancellation is permissible within the terms of any contracts between Lateral Aspect and any relevant third party.</p> <p>In the event that Lateral Aspect agrees to alter or cancel this Agreement, the parties agree that Lateral Aspect will require payment of its fees and expenses (including head hours expended) on a pro-rata basis up to and including the day</p>

	<p>of alteration or cancellation (as the case may be) together with all charges and costs that Lateral Aspect may reasonably require in order to comply with its contractual or other obligations to any third party supplier (including but not limited to media cancellation charges and non-cancellable third party costs). Where possible, Lateral Aspect will notify the Client of any media cancellation charges and non-cancellable third party costs prior to alteration or cancellation and Lateral Aspect will make all possible changes or cancellations as soon as reasonably practicable after receiving the request from the Client.</p>
CONFIDENTIALITY	<p>A party must not, without the prior written approval of the other party, disclose or use any information of the other party that by its nature or the circumstances of its disclosure could reasonably be expected to be regarded as confidential (including the terms of this Agreement) otherwise than in accordance with this Agreement.</p> <p>A party will not be in breach of this clause in circumstances where it is legally compelled to disclose the other party's confidential information or where the confidential information was in the public domain at the time of its provision, became part of the public domain after its provision otherwise than through a disclosure by the other party or any person to whom the other party has disclosed that information, is independently developed by the other party without the use of the disclosing party's information, or is or came lawfully into the possession of the other party otherwise than as a result of a disclosure in breach of an obligation of confidence.</p> <p>Each party is responsible for and must procure that its employees and agents, and any sub-contractors engaged for the purposes of this Agreement or the Scope of Work, do not make public, use or disclose the other party's confidential information. A party may however disclose the terms of this agreement to its related companies, solicitors, auditors, insurers and accountants.</p> <p>These obligations of confidentiality survive termination of this Agreement or a Scope of Work.</p>
DISPUTE RESOLUTION	<p>The Parties agree that in the event a dispute arises the following process will apply:</p> <ul style="list-style-type: none"> • The aggrieved Party will inform the other Party of the dispute in writing. • The Parties will arrange to meet within fourteen (14) days and will take all reasonable steps to attempt to resolve the dispute. • If the dispute is not resolved, the Parties may take such action or steps as they see fit.
PARTING WAYS EARLY	<p>Either Party may terminate this Agreement and/or a given Scope of Work without cause at any time upon 120 days' notice in writing to the other party. During the notice period each party must continue to perform this Agreement, pay the fees stated (if applicable) and work constructively together to ensure the Services end in a reasonable manner.</p> <p>Either Party may terminate this Agreement immediately upon notice in the event that the other Party is subject to an insolvency event.</p> <p>Lateral Aspect and the Client agree that as at the date of termination all fees, costs and expenses set out as being payable for the provision of the Services in this Agreement and/or a given Scope of Work or as otherwise agreed by the Client must be paid in the manner stated up to the date of termination.</p> <p>All third party costs and expenses incurred up to date of termination must be paid in full. If Lateral Aspect has contractually committed to a third party with the approval of the Client, then the Client must pay all costs and expenses associated with that third party engagement regardless of the date of termination.</p>

WARRANTIES	<p>The Client warrants and represents that:</p> <ul style="list-style-type: none"> • the use by Lateral Aspect of any materials or information provided by the Client in accordance with this Agreement will not infringe the rights (including intellectual property rights) of any third party; • supplied Client materials or information will not contain any information, subject matter or content that is: illegal; contrary to any applicable laws, applicable AANA Codes of Practice, applicable industry codes, the codes administered by the Advertising Standards Bureau, the requirements or directions of the relevant regulators; false, misleading or deceptive or likely to mislead or deceive; indecent, obscene, threatening, discriminatory, harassing; in breach of any confidence, defamatory, libellous, offensive or objectionable; • supplied Client materials or information will not contain any misrepresentations or suggestion that any entity has the approval or sponsorship of any other entity which it does not have; • all databases or lists of customers or consumers etc. containing account holder and personal information (including but not limited to names, addresses, email addresses, mobile numbers, fixed line numbers) to whom emails, SMS, MMS or other forms of electronic messages will be sent using any part of or as a result of the Services, complies with the <i>Do Not Call Register Act 2006</i>, <i>Spam Act 2003</i> and the <i>Privacy Act 1988</i>. <p>Lateral Aspect warrants and represents that it will perform the Services with due care and skill and that, except to the extent advised to the Client, the provision of the Services and their use by the Client will not infringe the rights (including intellectual property rights) of any third party.</p>
GENERAL	<p>This Agreement is governed by the laws of Western Australia and the parties irrevocably submit to the jurisdiction of the courts of Western Australia.</p> <p>Any variation of this Agreement is only valid if it is in recorded in writing and signed by all the parties (and attached hereto).</p>

Lateral Aspect and the Client agree to the terms and conditions as outlined in this Agreement and any attachment or other document identified as forming part of this Agreement.

Executed by the Parties as an Agreement.

Lateral Aspect

Name

Title

Company Lateral Aspect

Date

Signed

Client

Name

Title

Company The Shire of Mingenew (Authorised Representative)

Date

Signed

INITIAL SCOPE OF WORK

Scope of Work for Marketing and Communications Services Agreement Dated: 01 August 2018

The following bullet points are recommendations to achieve the above:

- Working with the shire to develop the ongoing events calendar and develop the the strategy and objective behind each event
- The ongoing design, development and production of print marketing material, including:
 - o Brochure
 - o Flyers
 - o Signage
 - o Map
- The ongoing design, development and production of all digital marketing platforms including, but not limited to:
 - o Website
 - o Social Media (Facebook, Instagram, Youtube)
 - o Enewsletters
 - o Display Ads
- The ongoing creation, art direction and design of agreed traditional media advertising (excluding third party costs such as talent, production, filming, studio bookings and editing)
 - o Radio
 - o TV
 - o Press
 - o Billboards
- The ongoing management of agreed Digital Media Marketing and Advertising
 - o Search Engine Optimization (SEO)
 - o Search Engine Marketing (SEM), Remarketing and Display Ads
 - o Social Media (Remarketing, Sponsored Display Ads)
- The ongoing design, development and production of tribe marketing material
 - o Enewsletter
- The scoping and management of a media plan, on the following channels, to be determined based on budget:
 - o Radio
 - o TV
 - o Press
 - o Billboards
 - o SEO – utilizing keywords such as “things to do in regional WA)
 - o SEM
 - o Social Media (Facebook, Instagram, YouTube)
- Ongoing art direction of photography and videography of shire, events, attractions and landscapes
- Working with businesses and organisations within the community, on behalf of the shire and within the framework of raising awareness of the shire as per this agreements scope of work, to develop promotional material for Mingenew related events and activities
 - o Artwork as listed above

*We recommend the local businesses and organisations contribute to the media budget should they request additional advertising or events/activities

Additional services that are out of scope services and may be required by you and charged in accordance with the The Mingenew Shire Rate Card are:

Photography shoots
Ongoing Social media platform costs
Social media content creation / production (out-of-house production)
Printing and print production
Signage production and installation
Radio production
TV production
Media planning
Media buying

Other services by agreement

Payment Terms

The payment terms are based on Lateral Aspect working on a **retainer basis** to deliver the scope of work

Retainer Services Fee

\$ 3,416.66 (+GST) per calendar month during the Term. Payable by the 30th day following provision of Tax Invoice as directed by Lateral Aspect. [if engagement is Retainer based during the Term with a fixed fee payable monthly].

This scope of work has been agreed between the parties:

Lateral Aspect

Name

Title

Company Lateral Aspect

Date

Signed

Client

Name

Title

Company The Shire of Mingenew

Date

Signed

Rate Card

The Shire of Mingenew

1.	Business reviews & consultation	\$240.00 + GST per hour.
2.	Creative strategy consultation	\$340.00 + GST per hour.
3.	Design	\$300.00 + GST per hour.
4.	Digital development	\$195.00 + GST per hour.
5.	Advertising strategy & social media management	\$240.00 + GST per hour.
6.	Website copywriting	\$240.00 + GST per hour.
7.	Creative screenwriting / Radio scripts	\$300.00 + GST per hour.

Third Party Costs

1.	Photography (half day)	from \$ 1,500.00 + GST
2.	Photography (full day)	from \$ 2,400.00 + GST
3.	TV production	POA
4.	Radio production	POA
5.	PR Consultancy	POA
6.	Signage production	POA
7.	Printing	POA

Where charges are by the hour, billing is per 15 minute increments or part thereof.

Mingenew Media Budget

	July	August	September	October	November	December	January	February	March	April	May	June
Event	Polo Crosse and Mingenew Expo and Wildflower Season	Polo Crosse and Mingenew Expo and Wildflower Season	Wildflower Season	Wildflower Season					Mingenew Races			Wildflower Season
Tradition	and											
Regional TV (WIN Sponsorship deal)	2500	2500	2500	2500	2500			2500	2500			2500
Regional Billboard x 1	1000	1000	1000	1000	1000			1000	1000			1000
Production costs for Billboard	1340							1340				
Production costs for TV								4000				
Total Traditional	4840	3500	3500	3500	3500	0	0	8840	3500	0	0	3500
Digital												
AdWords	500	500	500	500	500			500	500			500
Facebook	1000	1000	500	500	500			500	500			500
Management	200	200	200	200	200			200	200			200
Total Digital	1700	1700	1200	1200	1200	0	0	1200	1200	0	0	1200
Total Budget	6540	5200	4700	4700	4700	0	0	10040	4700	0	0	4700

45280

*Business, organisations and community events to be added as required

*Please note this is only estimates as the media agent will require to confirm costs

9.1.2 MINGENEW HOTEL – SELF SERVICE TAB REQUEST

Location/Address: Mingenew Hotel
Name of Applicant: Mr Adrian Burns
Disclosure of Interest: Nil
File Reference: ADM0252
Date: 26 April 2018
Author: Neil Hartley, Acting Chief Executive Officer

Summary

This report seeks the consideration of Council for the positioning of a Self Service TAB ("Pub-Tab") at the Mingenew Hotel.

Whilst there would be no restrictions from a Town Planning perspective on such a proposal, the State Government and its corporatised licensing agencies always have a keen interest in understanding the local environment, which includes both the statutory (Town Planning Scheme) and the community wellbeing (views of the community) before they decide whether to issue a permit or not. The applicant is therefore required to seek the views of the Shire of Mingenew as part of his application.

Attachment

Nil.

Background

Mr Burns from the Mingenew Hotel/Motel wishes to install a self service tab (pub tab) at his Mingenew hotel. As part of the application process with the Western Australian Totalisator Agency Board (TAB) he needs to consult with the Shire of Mingenew.

A Self Service TAB is an off-course wagering service in a licensed area. A Self Service TAB is characterised by:

A self service wagering terminal (SST)	The betting terminal located in the public area
InfoTAB terminals	Historical and up-to-date racing and sports information for customers.
Televisions	For displaying electronic tote information via Teletext and Sky Channel for racing vision.
Payout terminal	Terminal including scanner placed on the bar to process winning tickets and conduct agency balances etc.
Race day information	All race day information is provided electronically.

The Self Service Terminal operates via a touch screen for customer input and a bank note feeder. The Self Service Terminal processes bank notes only. Once a customer has placed money into the machine giving them credit, they use the Self Service Terminal touch screen to input their bets.

Bets placed by the customer on this touch screen are returned to the customer in the form of a 'betting voucher' and any unspent funds are returned in a 'cash voucher'. The bar codes on both the 'cash vouchers' and winning 'betting vouchers' can be read by the Self Service Terminal for credit and further betting. The vouchers can only be redeemed for cash at the Payout terminal on the bar.

Comment

It is common for a businesses wishing to install self service tab to require a letter from the local government outlining its position. The State Government and its corporatised licensing agencies have a keen interest in understanding the local environment, which includes both the statutory (Town Planning Scheme) and the community wellbeing (views of the community) before they decide whether to issue a permit or not.

There are no other known similar services within Mingenew.

Consultation

Mr Adrian Burns (Mingenew Hotel/Motel)

Statutory Environment

The Shire's Town Planning Scheme #3 outlines that the property is classified as a "A" use (i.e. subject to Council approval) in the Rural Townsite zone and the definition of a Hotel means amongst other things, a premises subject to a hotel license and may include a betting agency... The Shire's yet to be advertised Town Planning Scheme #4, which mirrors the existing zoning and classification, but alters slightly the definition of a Hotel, which now means amongst other things, a premises subject to a hotel license including any betting agency... Such a proposal would therefore sit comfortably within the parameters of the Shire of Mingenew's Town Planning Scheme(s).

Policy Implications

Nil

Financial Implications

Nil.

Strategic Implications

The Corporate Business Plan (2017-2021) includes a goal to *"maintain and increase the number of local businesses"* and to *"increase the number of visitors"* to the district. The Plan also highlights the wish *"to improve community health and wellbeing"* and it encourages *community consultation* where warranted.

There is no specific goal to see the installation of a Self Service TAB within Mingenew, but improving economic development and tourism go towards being supportive of such an initiative. Council might however wish to consider the views of the wider community in regard to gambling and its impact upon the overall wellbeing of the community of Mingenew and it could for example, conduct some community consultation in order to secure a "community feeling" towards such activities in their town if it wished.

Voting Requirements

Simple Majority

OFFICER RECOMMENDATION – ITEM 9.1.2
--

That Council support the installation of a Self Service TAB within the Mingenew Hotel on the condition it is discreetly positioned.

9.1.3 2018 WA LOCAL GOVERNMENT CONVENTION

Location/Address: 170 Railway Parade, West Leederville
Name of Applicant: WALGA
Disclosure of Interest: Nil
File Reference: ADM0059
Date: 27 April 2018
Author: Neil Hartley, Acting Chief Executive Officer

Summary

The Western Australian Local Government Association's 2018 WA Local Government Convention is scheduled for 1 – 3 August 2018. This report provides the opportunity for the registration of Councillors to attend, and also for the appointment of voting delegates and proxies for the 2018 WALGA Annual General Meeting.

Attachment

2018 WA Local Government Convention programme.

Background

The WA Local Government Convention is held annually and is an ideal opportunity for Councillors to listen to keynote speakers on a broad range of issues relevant to local government, and to engage in dialogue with their peer Councillors from other local governments across the state. It is an opportunity to learn about contemporary practices from both professional speakers, and other local government Councillors and officers.

The 2018 Convention will be held from Wednesday to Friday (1 to 3 August 2018) at the Perth Convention Centre. Prior to the official opening of the convention there is a President's Forum (Tuesday 31 July, commencing at 3.30pm). The WALGA Annual General Meeting is scheduled for Wednesday 1 August from 1.30pm – 5.00pm.

Comment

Registrations are to be completed on-line and following consultation with the Shire President, it has been suggested that all attending Councillors seek to be accommodated at the Parmelia Hotel, which is both reasonably close to the conference venue, and reasonably priced. Being located at the same accommodation will allow for good coordination and communications to occur amongst Mingenew delegates.

In the past, the President & Deputy President have been the voting delegates for the Shire, with proxy voting delegates chosen from other conference attendees.

Consultation

Shire President

Statutory Environment

Nil

Policy Implications

Nil

Financial Implications

Funds have been allocated in the 2017/18 budget (\$14,500) for up to five Councillors to attendance at the WA Local Government Convention (although if more wished to attend there would be likely be sufficient funds from other underspent areas to allow that to occur).

Strategic Implications

Community Strategic Plan

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

Voting Requirements

Simple Majority

OFFICER RECOMMENDATION – ITEM 9.1.3
--

That Council:

1. Endorse the following representatives to attend the 2018 WA Local Government Convention –
 - a. Cr
 - b. Cr
 - c. Cr
 - d. Cr
 - e. Cr; and
 - f. Chief Executive Officer;
2. Endorse the President and Deputy President as the Shire of Mingenew's voting delegates; and
3. Endorse Crs andas the proxy voting delegates

READY & RELEVANT

INFORMATION AND REGISTRATION

PRESENTED BY



FOUNDING
CORPORATE PARTNER



**2018 WA Local
Government
Convention**

Perth Convention and
Exhibition Centre

1 - 3 August 2018

Event partners



Founding Corporate Partner

LGIS is proud to partner with WALGA at the WA Local Government Convention. We understand the importance of this major annual event and the exceptional opportunities it delivers for the WA Local Government sector.

LGIS is focused on the long term protection of Western Australian Local Government through a member-owned industry based self-insurance scheme. A comprehensive risk management support program is provided as a complimentary benefit of LGIS membership in the areas of professional risks, liability risks, property risks, occupational safety and health, human resource risks, and allied health services.

The local LGIS team look forward to meeting Local Government representatives at the conference to talk about how we might be able to support the Sector in delivering services and protecting communities, with a range of protection solutions that go beyond just insurance.



CIVIC LEGAL

Principal Sponsor

Civic Legal is pleased to be the principal sponsor of the WA Local Government Convention again this year. We always look forward to catching up with you to hear your stories and the issues you are currently facing.

Civic Legal has its roots in Local Government. Our lawyers are passionate about the sector and working out the best solutions to legal issues peculiar to Local Government – using Clear Legal English! Come and drop by our booth and chat with our team. They can help you with planning, governance or complex contracts. They can also discuss your litigation or prosecution needs.

Thank you again to WALGA for organising an exciting Convention – we trust you will find it as enjoyable and educational as we will.

Best regards

Anthony Quahe
Managing Principal

Supporting Sponsors



Coffee Cart Sponsor



Recharge Bar Sponsor



An invitation

It is again my pleasure to invite all Elected Members, CEOs and Senior Managers to attend the 2018 WA Local Government Convention, scheduled for Wednesday, 1 – Friday, 3 August at the Perth Convention & Exhibition Centre (PCEC).



Themed Ready & Relevant, the program encourages delegates to reflect on where we are as a sector, and plan for the challenges ahead. An energising line up awaits us, including plenary speakers Anh Do, Dr Geoff Raby, Mark McCrindle, Billie Jordan, and we will welcome back Paul Huschilt and his World Famous Conference Ending Summary. The concurrent sessions will discuss contemporary and sometimes controversial topics, while the overarching conference format provides opportunity to converse, debate, discuss and to share ideas in a welcoming and professional forum.

The event gets underway with WALGA's AGM, followed by two days of plenary and concurrent sessions. Following their popularity in 2017, we are again offering a number of field trips alongside our concurrent sessions. A key change to this years' program is the Gala Dinner moving from the Friday night to the Thursday night and I encourage you to join us for a night of good fun.

A significant contingent of industry suppliers will make up the trade exhibition to show off their latest offerings to the Local Government sector. I encourage you to take this once a year opportunity to meet with these valuable suppliers and be updated on what is currently available.

I would like to express appreciation for the valuable support provided by the Convention Founding Partner LGIS, Principal Sponsor Civic Legal and our Supporting Sponsors, Synergy and the Department of Local Government, Sport and Cultural Industries.

The 2018 WA Local Government Convention is an excellent opportunity to learn, meet with friends and have some fun.

I look forward to seeing you in August.

A handwritten signature in dark ink that reads "Lynne Craigie".

Cr Lynne Craigie
President

About the event

Who should attend?

The WA Local Government Convention and Trade Exhibition is presented specifically for those engaged in the Local Government sector.

The conference sessions aim to support and inform Mayors, Presidents, Elected Members and Chief Executive Officers. Additional attendance by Executive Directors and other senior managers is also highly recommended. Available options include full conference participation and daily registration.

Optional breakfasts

Wednesday, 1 August

Council Controlled Organisations – How Local Government Can Meet Market Failures (\$50pp).

Online registrations via the WALGA website
– www.walga.asn.au/events

Thursday, 2 August

Australian Local Government Women's Association (ALGWA) AGM and Breakfast (\$55pp).

PHAIWA Children's Health and Wellbeing Awards – please contact PHAIWA directly to register.

Friday, 3 August

Convention Breakfast with Brad Hogg (\$88pp).

Social activities

Social networking functions include the Opening Welcome Reception on Wednesday evening and the Gala Dinner on Thursday evening. The Partner Program offers an interesting range of options for accompanying guests, including a full day tour of the Ferguson Valley.

Elected Member training

To facilitate progress with the Elected Member Development Program, a number of modules are again being offered prior to the Convention, as well as after the Convention. Full details are enclosed in a separate flyer – enquiries to training@walga.asn.au.



Banners in the Terrace

2017 Overall Winner –
Shire of Shark Bay

Take some time to view the outstanding display of this year's creative entries in the Banners in the Terrace competition – flying high along St Georges and Adelaide Terraces between Sunday, 22 July and Saturday 4, August.

Keynote speakers

Anh Do



Anh Do arrived in Australia aged two, on a small fishing boat heaving with 47 other Vietnamese refugees, dehydrated and starving, terrified by pirate attacks, and grieving, having lost one young man at sea.

Many of you will be familiar with his story, having read his award-winning autobiography, *The Happiest Refugee*.

Despite a challenging start, by the time he was 30 years old, Anh Do held a Bachelor of Business and a Bachelor of Laws, and was voted Australian Comedian of the Year.

His lived experience is truly a story of resilience, grit and optimism - from language difficulties to an absent father, from being broke to being bullied, from starting life as a refugee to becoming one of Australia's best-loved personalities.

Dr Geoff Raby



Chairman and CEO of Geoff Raby & Associates (Beijing); Former Australian Ambassador to China

Dr Geoff Raby was Australia's Ambassador to China from 2007 to 2011. Following completion of his ambassadorial term and after 27 years in the public service, mostly with the Department of Foreign Affairs and Trade (DFAT), Geoff resigned to establish his Beijing-based business advisory company – Geoff Raby & Associates Ltd.

In China, Geoff serves as Co-Chair of Corrs Chambers Westgarth's China practice and as Vice Chairman of Macquarie Group (Greater China).

Geoff is a member of the non-for-profit Advance Global Advisory Board and a member of the University of Sydney's China Studies Centre Advisory Board. He is currently Vice Chancellor's Professorial Fellow at Monash University.

Geoff was a Deputy Secretary in DFAT from 2002 to 2006, holding a number of senior positions including First Assistant Secretary, International Organisations and Legal Division (2001-2002); Ambassador and Permanent Representative to the World Trade Organisation, Geneva (1998-2001); First Assistant Secretary, Trade Negotiations Division (1995-1998); and APEC Ambassador from November 2002 to December 2004. He was head of the Trade Policy Issues Division in the OECD, Paris, from 1993 to 1995.



Mark McCrindle

Research Based Futurist

Mark is an award-winning social researcher, best-selling author, TedX speaker and influential thought leader. He is regularly commissioned to deliver strategy and advice to the boards and executive committees of leading organisations in Australia and overseas.

Mark's understanding of the key social trends as well as his engaging communication style places him in high demand in the press, on radio and on television shows, such as Sunrise, Today, The Morning Show, ABC News 24 and A Current Affair.

His research firm counts amongst its clients more than 100 of Australia's largest companies and his highly valued reports and infographics have developed his regard as a data scientist, demographer, futurist and social commentator.

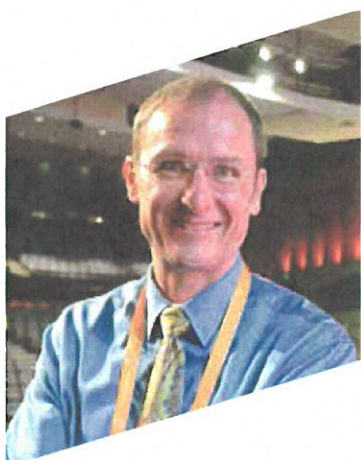


Billie Jordan

Founder of the Hip Op-eration Crew

After surviving an abusive childhood and repeated trauma in the Christchurch Earthquake, Billie Jordan used these experiences as a catalyst for improving the lives of people in her community. She established The Hip Op-eration Crew; a hip hop dance group consisting of members aged 73 to 98 years old.

Billie was the New Zealand Woman of the Year in 2016/2017, a recipient of a Queens Honour (MNZM) in 2016 and received the New Zealander of the Year award in the Local Hero category in 2015. Billie will share her inspiring story of how she changed the lives of her elderly neighbours and how they changed hers.



Paul Huschilt

At this year's WA Local Government Convention we're welcoming back our favourite Canadian speaker. Paul Huschilt is returning to help close our conference in his unique way. If you haven't seen him before, he'll be presenting a summary of everything you've seen and heard over the two days. But it's not your average recap of facts.

Paul's World Famous Conference Ending Summary is created throughout the Convention. He gathers and writes his notes as the program unfolds. He then weaves it together into a one-of-a-kind comic summary. With his quick wit and inventive style, all of the key learnings, messages, and events are played out as an insightful and hilarious outsider's take on what we experienced at the conference.

Paul believes strongly that laughter helps people remember. His mission is to send you home thinking about everything that happened at the Convention so that you're not just Ready and Relevant, you're also laughing. A lot.

Panel Session

Mark Latham

Mark Latham was the Member for Werriwa (1994-2005), a Labor shadow minister (1996-98 and 2001-2003) and Leader of the Opposition (2003-2005). Since leaving parliament, he has been a columnist for various newspapers, including the Australian Financial Review (2007-2015) and Sydney's Daily Telegraph (2016 -2018).

Mr. Latham is prominent in the Australian media as a commentator for Radio 2GB/4BC, 2SM Network and Seven Sunrise and is the author of 11 books, including *Civilising Global Capital* (1998), *The Latham Diaries* (2005) and *Outsiders* (2017).

In March 2017 he established an online platform, *Mark Latham's Outsiders* and ran a high-profile Save Australia Day Campaign in January 2018.

In 2017, after being banned by Rainbow Labor from speaking at ALP events in Western Sydney, Mark Latham joined the Liberal Democrats, the party of freedom.

Jacqui Lambie

Jacqui Lambie was born in Tasmania, and was raised in a public housing estate in Devonport. She served 10 years in the Australian Army before injury forced her out of uniform. Jacqui was elected as a Senator for Tasmania at the 2013 federal election representing the Palmer United Party. Her term began in July 2014 and in November 2014, she resigned from the Palmer United Party to sit in the Senate as an independent. In May 2015, she formed the Jacqui Lambie Network political party, established with herself as its leader. She was re-elected to the Senate in 2016. On 14th November 2017 she resigned from the Senate after it was confirmed she was a dual national by descent. She is the mother of two boys and her memoir *A Rebel with a Cause* was published in March 2018 by Allen and Unwin.

Liam Bartlett

Award winning broadcaster/journalist and 60 Minutes reporter/presenter

A Bachelor of Economics from the University of WA and a Churchill Fellow, Liam has spent 30 years working in the media across the three major forms of news delivery... television, print and radio.

His previous roles have included hosting the WA edition of 7.30 Report for ABC TV, news anchor for Channel Nine Perth, host of ABC 720's flagship statewide morning current affairs program, host of Radio 6PR's morning program, a long time columnist for the Sunday Times and for years he has lived life mostly out of a suitcase for the Nine Network's prestigious public affairs program '60 Minutes'.



Convention Breakfast – Brad Hogg

Born in Narrogin, Brad grew up on a farm near Williams and is a former pupil of Aquinas College. He made his first class cricket and domestic limited overs debut for Western Australian in February 1994. He was primarily a left arm wrist spinner (chinaman) bowler and a capable lower order left-hand batsman and excellent fielder.

Brad made his mark in the Australian One Day team replacing Shane Warne in 2003. He also represented Australia touring Sri Lanka and India in 1996, and then spent seven years in the wilderness, before returning to the team in 2003. No other Australian player has waited so long between matches.

At age 40 he made a comeback to cricket in 2011 when he was asked to join Perth's new Big Bash team, Perth Scorchers. He instantly became something of a cult hero at the WACA with crowds chanting 'Hoggie, Hoggie' every time he touched the ball. His stunning performances caught the attention of Australian cricket officials and he was selected to play for Australia in the 2012 Twenty 20 squad. Rarely has a player retired from playing cricket, been out of the game for three years, and then regained a place in the Australian team.

At 45+ plus years of age Brad shows no sign of slowing down and has a mantra to play to 50 years of age at the highest level he possibly can. In a motivating, inspiring and entertaining presentation Brad takes you on a journey of his highs and lows, the people who inspired him along the way, what the baggy green means to him and Australia, how he deals with nerves, change room pranks and anecdotal tour stories.

The program

Tuesday, 31 July (Pre-Convention)

- 3.30pm – 5.30pm Mayors and Presidents' Forum (separate registration – by invitation only)
- 5.30pm – 7.00pm Mayors and Presidents' Reception (separate registration – by invitation only)

Wednesday, 1 August (Pre-Convention)

- 7.00am – 9.00am Council Controlled Organisations – How Local Government Can Meet Market Failures
To register for this breakfast please visit www.walga.asn.au/events
- 9.00am – 12.15pm State & Local Government Forum (separate registration)
Followed by Lunch
- 10.00am Delegate Service Desk open for Convention Registration (PCEC Level 2)
- 12.00pm – 1.15pm Luncheon for 2018 WALGA Honours Recipients (by invitation only)
- 1.30pm – 5.00pm WALGA Annual General Meeting (includes presentation of Honours Awards)
- 5.00pm – 6.30pm Convention Opening Welcome Reception
A welcoming space to network your way through an evening of food, beverages, music and friendly conversation. Included in Full Delegate Registration.

Thursday, 2 August

- 7.00am Delegate Service Desk open for Registration (PCEC Level 2)
- 7.00am – 8.30am ALGWA (WA) AGM and Breakfast.
Register online via Delegate Registration. Other enquiries to Heather Henderson – M: 0457 733 469 or E: hhenderson195@hotmail.com
- 7.00am – 8.45am PHAIWA Children's Health and Wellbeing Awards and Breakfast.
To register for this breakfast please visit www.phaiwa.org.au
- 9.00am **SESSION 1 Opening Keynote Presentation**
Anh Do
Author, Actor, Producer and Comedian
Anh Do appears by arrangement with Saxton Speakers
- 10.15am – 11.00am Refreshments
- 11.00am **SESSION 2 Big Picture Economy**
Dr Geoff Raby
Chairman and CEO of Geoff Raby & Associates; Former Australian Ambassador to China
Dr Geoff Raby appears by arrangement with Saxton Speakers
- 11.45am **SESSION 3 Demographic snapshot of Australia: now and towards 2020**
Mark McCrindle
Research Based Futurist

12.30pm - 1.30pm

Lunch

1.30pm

SESSION 4 CONCURRENT SESSIONS**Leading Local Economies**

The session will explore the important role of Local Government in sustainable economic development. Speakers from academia, business and Local Government will provide short presentations and participate in a facilitated discussion about the role that Local Government can play in leading their local economy on a path to sustainable growth.

Too Toxic to Talk

We've all come across them: they are the people who drain you of energy instead of enriching you, the people who pull you down instead of raising you up, the people who require more than they can provide; the negative, whining, needy, manipulative people who can turn a happy day into a living hell. No matter how good our people skills are in general, most of us have problems with dealing effectively with this kind of people. Even those with really sharp people skills often get caught up in the polluting relationships (personal or professional) toxic people create.

The good news is that there are effective ways to deal with toxic people and this session will provide a number of strategies to assist in these situations.

Changing Nature of Communities & Empowering your Community and Creating Great Places

We all know our communities are changing. Information is abundant, but how do we make sense of it, engage the vast diversity and apply it to our individual circumstance to create vibrant, liveable activated communities for all to enjoy?

The Office of Multicultural Interests will present on these changes and introduce Search Diversity WA, a new online tool that allows you to search and download data on cultural, faith and language statistics in WA from the Australian Bureau of Statistics Census information.

Followed by

Every place and community is different. So how can you harness the uniqueness and creativity of your citizens and make your town centre the very best it can be?

The Town Team Movement is a non-profit organisation helping 'town teams' to organise and empower their local communities by working proactively with their Local Government create active, resilient and successful places. This session will provide practical advice on how to involve your community in creating authentic great places, as well as present case studies for regional communities to consider.

Field Trip: Nature Play WA 'Walkshop'

(Maximum 24 participants)**

Do you want to create a more connected community where kids and families are outdoors, more often, for the sake of their health, happiness and connection to nature?

Join Nature Play WA for a 'walkshop' from the PCEC to Elizabeth Quay where you will:

- Learn what makes a great nature play space;
- Discover how developing nature play spaces can spark important community conversation and connections; and,
- Discuss strategies for activating your natural assets through events and digital site interpretation.

Walk and talk about what's happening in your Local Government, ask questions, reflect and discuss opportunities to translate your learnings into action.

By bringing unstructured outdoor play (nature play) back into our children's lives we can help their cognitive, emotional and physical development and ensure they build resilience and imagination that are so important for a fulfilling life. And we can build stronger communities in the process!

Field Trip: White Gum Valley Estate

(Maximum 30 participants)**

White Gum Valley Estate (WGV) is a modern, sustainable residential development in the City of Fremantle that is an Innovation through Demonstration project. This development features cutting edge water and energy-saving initiatives that will reduce resident's living expenses, such as shared solar photovoltaic systems, energy trading between residents, a shared electric vehicle and a community bore. The development also features in-situ use of demolition materials for construction, retention of significant trees to meet WGVs target of 30% tree canopy cover, and use of edible plants in landscaping. The development has a strong focus on affordability and social inclusion, through provision of a diversity of housing types and tenures, including social housing and adult share houses.

This tour will discuss the process of Local Government, the development industry and utility providers partnering to deliver a housing precinct that is a showcase in sustainability and affordability, and how some of the innovations used in WGV can be adopted in both urban and regional areas.

***Due to limited space, registration for field trips will be conducted using a ballot system. Following the close of registration on Tuesday, 3 July, all registered delegates interested in attending a Field Trip(s), will be placed into a draw and notified. Delegates interested in joining a field trip will also be asked to indicate a second preference when registering, should they not be successful during the ballot process.*

3.00pm - 3.45pm

Refreshments

3.45pm

Banners in the Terrace Awards

4.00pm

SESSION 5 The Granny Whisperer

Billie Jordan

Founder of the Hip Op-eration Crew

7.00pm – 11.00pm

Pre-Dinner Drinks and Gala Dinner, PCEC BelleVue Ballroom

Put aside business for the night and enjoy a three-course meal, beverages, dancing, and after-dinner entertainment.

Friday, 3 August

7.00am

Delegate Service Desk open

8.00am – 9.15am

Convention Breakfast with Bradd Hogg (\$88)

Brad Hogg appears by arrangement with Cheri Gardiner & Associates

9.30am

SESSION 6 Conversations

A panel conversation around the current political system in Australia and the future for Local Government.

Mark Latham, former Federal Labor Leader

Jacqui Lambie, former Senator

Liam Bartlett, 60 Minutes reporter, award winning broadcaster and journalist

Liam Bartlett appears by arrangement with Cheri Gardiner & Associates

10.45am – 11.30am

Refreshments



11.30am**SESSION 7 CONCURRENT SESSIONS**

All delegates will be asked to indicate session preference when registering to assist with venue planning.

How Prepared Are We?

Each year Local Governments contribute to an annual Emergency Preparedness report. The Emergency Preparedness Report is a state-wide assessment on the preparedness of the State to combat emergencies. This style of reporting started in 2012 following some catastrophic fires in the preceding fire season. WA is the only state in Australia to do such a report and since its inception it has become the sentinel document for Emergency Preparedness here in Western Australia. This session will highlight the key findings and provide an overview of the state's preparedness against a number of risks/hazards our communities may face.

There are new NDRRA arrangements coming into effect on 1 July 2018 which will impact on State and Local Governments after an eligible event. The session provides a great opportunity to hear about the latest developments and trends in the increasingly important recovery space, and will include any Machinery of Government changes to DFES and the Emergency Management agencies.

South West Native Title Settlement and Local Government

Following the very successful Aboriginal Culture and Heritage Preservation Forum run in 2017, this session will focus on the South West Native Title Settlement including what Local Government needs to know, how to engage in the process including tools and tips and what some Local Governments are doing already including the importance of Reconciliation Action Plans. Presentations will include examples of the meaningful and committed work that is already occurring in Local Governments across the State as part of the process.

Getting Professional Performance from Non-Professionals

Council Members in Western Australia have incredibly diverse careers, interests and cultures but when they come together to represent their communities, there is a universal expectation of high performance. Governing a Local Government's affairs, managing large budgets, determining levels of service, providing stewardship of substantial assets, observing uncompromising standards of personal behaviour set out in the Local Government Act and meeting high expectations of your community are all part of the day-to-day life of Council Members.

The combination of personal and civic responsibilities creates tremendous pressures that can and do impact on the ability to perform at a high level. It is arguable that Council Members share many similarities with elite amateur sportspeople as both are expected to perform at a level equivalent with professionals in their field but without the support structures or generous financial rewards and accolades commonly seen in modern politics or sport.

Dwayne Nestor is a high performance coach who spent 12 years developing elite amateur and professional athletes and worked for many years with up-and-coming talent at the Western Force. He has rare insight into the demands placed on both elite professional and elite amateur athletes and in this session will discuss the psychological mindset required for elite amateurs to achieve professional outcomes.

Field Trip: Nature Play WA 'Walkshop'

(Maximum 24 participants) **

Do you want to create a more connected community where kids and families are outdoors, more often, for the sake of their health, happiness and connection to nature?

Join Nature Play WA for a 'walkshop' from the PCEC to Elizabeth Quay where you will:

- Learn what makes a great nature play space;
- Discover how developing nature play spaces can spark important community conversation and connections; and,
- Discuss strategies for activating your natural assets through events and digital site interpretation.

Walk and talk about what's happening in your Local Government, ask questions, reflect and discuss opportunities to translate your learnings into action.

By bringing unstructured outdoor play (nature play) back into our children's lives we can help their cognitive, emotional and physical development and ensure they build resilience and imagination that are so important for a fulfilling life. And we can build stronger communities in the process!

Field Trip: City of Cockburn Landfill, Community Drop-off Facility, Household Hazardous Waste Facility, Resource Recovery Workshop and Reuse Shop Tour

(Maximum 30 participants)**

The City of Cockburn has it all on one site! This tour will take in the range of waste related activities that occur at the Henderson Waste Recovery Park, including a highly profitable Reuse Shop, temporary or low cost Community Drop-off Facility and landfill operations.

***Due to limited space, registration for field trips will be conducted using a ballot system. Following the close of registration on Tuesday, 3 July, all registered delegates interested in attending a Field Trip(s), will be placed into a draw and notified. Delegates interested in joining a field trip will also be asked to indicate a second preference when registering, should they not be successful during the ballot process.*

1.00pm – 2.00pm

Lunch

2.00pm

SESSION 8 World Famous Conference Ending Summary
Paul Huschilt

3.00pm

Official Close of the 2018 Local Government Convention
and Refreshments

Partner activities

Registration is required for all activities – prices include GST. Please contact WALGA for more information should your partner be interested in attending a particular conference session.

Wednesday, 1 August

Opening Welcome Reception in the Trade Exhibition

5.00pm – 6.30pm

\$65

Thursday, 2 August

Ferguson Valley Tour

8.30am – 4.30pm

Shhh... this is the one to discover a little known destination within a couple of hours of Perth. After leaving the Convention Centre it's all aboard the Australind Train to Brunswick Junction where we will be met by a local coach company for the scenic drive around the Ferguson Valley. This is a hidden valley nestled in the lush rolling countryside with some funky wineries and breweries, one of which will be our lunch stop. If we are lucky we might see a gnome or two before heading back to the city by coach.

Includes: Australind train and comfortable coach transport, morning and afternoon tea, lunch, midday size cider/beer, and accompanying guide

\$220 (minimum 15 – maximum 30)

Indoor Rock Climbing

9.30am – 1.00pm

Want to experience the fun and excitement of vertical rock climbing? This session will give you the starting point for a solid foundation of fundamental skills and techniques for climbing to become your own Spiderman!

Includes: Two-hour Rock climbing course, shoe hire, light lunch and transfers.

\$95 (minimum 10 – maximum 20)

The World of Wine and Cheese

1.45pm – 3.30pm

Join a witty and engaging tour of natural Western Australian wines from our awarding local "Young Guns of Wines" and the cheeses that make them shine. This will be an insightful journey into the new wave of natural winemaking, wines and artisan cheeses from some of WA's great talents.

Includes: Cheese & Wine course

\$140 (minimum 10 – maximum 16)

Gala Dinner Hair & Make-up (at the PCEC)

2.00pm – 4.30pm

Take the fuss out of getting ready for the Convention Gala Dinner by allowing the Makeup and Hair students (fully supervised) from Perth College of Beauty take care of you.

Includes: Hair and Make-up.

\$60 (minimum 15 – maximum 30)

Convention Gala Dinner (at the PCEC)

7.00pm – 11.00pm

\$140 for partners of Full Delegates and Life Members

\$190 for all other guests

Friday, 3 August

Breakfast with Brad Hogg (at the PCEC)

8.00am – 9.15am

\$88

A Walk Back in Time

9.30am – 11.30am

Be transported back in time and experience the period of the convicts in the Swan Rover Colony. Western Australia became a destination for convicts from 1850 – 1868. The convicts played an important part in the construction of many significant Perth landmarks including the Perth Town Hall and the Supreme Court. Visit these landmarks and learn about the Convict and Gold rush eras.

Includes: Walking tour and morning tea.

\$50 (minimum 10 – maximum 20)

Travel Smart (at the PCEC)

9.30am – 3.00pm

Learn all that you need to know about going overseas and coming back home safely. Experts will cover everything from the government's efforts to prevent, respond to and recover from pests and diseases that threaten the economy and environment, to the cool and quirky places that many people may not have thought of travelling to.

Includes: Expert speakers, morning tea and lunch.

\$150 (minimum 15 – maximum 40)

General information

ONLINE CONVENTION REGISTRATIONS

Visit www.walga.asn.au/lgc18 to complete your registration online.

Full Delegate fees cover the daily conference program, lunches, refreshments, and the Opening Reception on Wednesday, 1 August. The Convention Gala Dinner on Thursday evening and Convention Breakfast on Friday morning are optional, and a ticket fee applies.

Convention fees

Prices are per person and are all inclusive of GST.
Deadline for all Registrations is **Tuesday, 3 July 2018**.

Convention Registration

Full Delegate	\$1,475
WALGA Life Members	Complimentary

Day Delegate Registration

Day: Thursday, 2 August	\$845
Day: Friday, 3 August	\$720

Optional Extras

Gala Dinner

Full Delegate & Partner	\$140 each
WALGA Life Member & Partner	\$140 each
Gala Dinner Only	\$190 each

Breakfast

ALGWA Breakfast (Thursday)	\$55
Convention Breakfast with Brad Hogg (Friday)	\$88

Partners/Guests

Opening Reception (Wednesday)	\$65
Lunch (Thursday)	\$50
Lunch (Friday)	\$50
Partner Tours	Individual tour fees as listed

Please contact WALGA for more information should your partner like to attend a particular conference session.

Elected Member Professional Development

– see enclosed leaflet for details.

Changes to your registration

You can modify your online booking at any time before the close of registrations. Once you have completed your registration, an email with your confirmation number will be emailed to you. Click on the link and enter your confirmation number to make any changes or additions to your reservation.

Registration cancellations must be advised in writing prior to the deadline date of **Tuesday, 3 July 2018**. Thereafter full fees are payable. Alternatively, a registration may be transferred to another member of the Council.

Special requirements

Special dietary requirements, mobility or any other special needs should be indicated when registering – WALGA will use its best endeavours to meet these requests.

Accommodation

Hotel information and booking forms are available at www.walga.asn.au/lgc18. Reservations are to be made direct with hotel. Please note that city hotels have limited guest parking so clarify these arrangements when booking.

Inter-venue transfers

A limited service will be provided between CBD hotels and the PCEC for the **Gala Dinner** on Thursday evening. The limited transfer schedule will be displayed at the Delegate Service Desk. The convenient, **free and frequent bus services** operating within the CBD are recommended for transfers between city hotels and the PCEC – for detailed information on these services go to www.transperth.wa.gov.au – and hotel staff can offer some local advice to guests.

PCEC Parking

For those requiring daily parking, WALGA can arrange for a multi-entry (24 hour access) **parking space** in the underground car park at the PCEC at a daily cost of \$39. Parking space requests must be indicated on the registration form – **please note the non-extendable deadline for these requests is Tuesday, 3 July 2018**.

Enquiries

Ulla Prill, WALGA Marketing and Events Officer

T 08 9213 2043

F 08 9213 2077

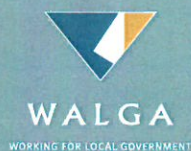
E registration@walga.asn.au

Information in this brochure is correct at time of printing but may be subject to change.

**READY &
RELEVANT**



PRESENTED BY



FOUNDING
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9.1.4 REQUEST FOR QUOTATION - ENGINEERING AND SUPERVISORY SERVICES (WANDRRA CIVIL WORKS).

Location/Address: Shire of Mingenew
Name of Applicant: Shire of Mingenew
Disclosure of Interest: Nil
File Reference: ADM0465
Date: 3 May 2018
Author: Neil Hartley, Acting Chief Executive Officer

Summary

This report updates Council on the progress with the program to undertake the repairs to roads damaged as part of the February 2017 storm event. In particular, it proposes that the Shire engage a suitably qualified engineering consultancy to coordinate the Western Australia Natural Disaster Relief and Recovery Arrangements (WANDRRA) project.

Attachment

Request for Quotation - Engineering and Supervisory Services (WANDRRA Civil Works).

Background

Mingenew has 19 individual roads with associated drainage infrastructure that were damaged in a storm event of February 2017. This infrastructure requires repairs and reinstatement. Damage sustained includes loss of pavement material on unsurfaced roads, scoured and/or silted table drains and shoulders, wash out and scouring around culvert structures, damage to culverts and headwalls, silting up of culverts, debris build up and floodway damage. The cost for the Shire of Mingenew to undertake the reinstatement of the roads is estimated to be a total of \$3.2m and the Shire has received funding approval from the WANDRRA fund to undertake those repairs.

This funding approval is unique to the extent that WANDRRA funding has generally been allocated on the basis of the works being undertaken as a “full external contract” or via a local government only if undertaken outside of the normal operational hours (e.g. on the weekends or after hours). The Shire however is keen to undertake as much of the work as possible itself, and has commenced repairing some of the roads already, but there will be a considerable balance to be undertaken on a contract basis as the work must be completed and grants acquitted by 30 June 2019. To that end it is suggested that the Shire utilise the services of a contracted Works Supervisor and Contracted Plant/Labour on an hourly controlled basis. Tender and Contract documents for the Works Supervisor and Contracted Plant/Labour have been prepared and this tender will be advertised on 19 May 2018. Whilst it was not certain that the Works Supervisor contract would exceed the \$150,000 tender limit, the Contracted Plant/Labour component most certainly will and so coordinating both as individual tenders was appropriate.

To coordinate the overall project, a suitably qualified engineer is also required and outlined below is a summary of that contractor’s responsibilities –

1. Assessment of tenders received for the Works Supervisor position in accordance with Shire of Mingenew Purchasing Policy and Local Government Act requirements;
2. Assessment of tenders received for the Contracted Plant/Labour providers in accordance with Shire of Mingenew Purchasing Policy and Local Government Act requirements;
3. Provision of a recommendation to the Shire of Mingenew’s Council, as to the preferred contractor;
4. Coordination of contract documentation signing between Shire of Mingenew and successful Tenderers following Shire of Mingenew Council’s decision (contracts will be provided by the Shire of Mingenew);
5. Letters of advice to unsuccessful Tenderers;
6. Preparation of a Gantt Chart clearly highlighting works that can be completed by the Shire of Mingenew, and remaining works that will be required to be managed under external contract, to ensure all civil works are completed by 30 April 2019;

MINGENEW SHIRE COUNCIL ORDINARY MEETING AGENDA – 16 May 2018

7. Overall management/coordination of Contracted Works Supervisor and Contracted Plant/Labour providers, and Shire of Mingenew's Works Crew/Office Staff, in order to successfully complete all WANDRRA storm event road damage civil works by 30 April 2019. All repair works to be completed as per authorised grant conditions and consistent with acceptable WANDRRA road building standards. This component is fully inclusive of the all management/coordination expectations, including site visits as required; responding to all technical queries; budget tracking of all works; ensuring all works are undertaken within budget limitations; progressing claims and payment certificates, etc;
8. Coordination of and personal attendance at a monthly progress meeting with all relevant parties;
9. Completion, acquittal, and overall coordination of all grant refund claims (including assisting Shire of Mingenew staff with its own claims as required, for roadworks it has undertaken) by 31 May 2019.

A Request for Quotation was issued to three Geraldton Consulting Engineering organisations on 3 May 2018 with a closing date of 9.00am 16 May, 2018. The services of this Consulting Engineering would commence at the close of the above two tenders, and would be finalised on or about 30 June 2019, which is the deadline date for all WANDRRA works to be finished and all reconciliation and funding claims documentation completed for acquittal.

Comment

There is a considerable amount of works to be undertaken (see table below) and this is beyond the works crew and equipment resource levels of the Shire of Mingenew to undertake. The Shire also lacks the in-house resource levels to oversee and manage such a project within the tight time-lines available and in light of senior level staffing gaps, noting that the work, plus the Roads to Recovery project (Yandanooka North East Road - \$223,467) also needs to be completed by 30 June 2019 otherwise funds will be lost back to the State/Federal Governments. Utilising the services of a consultant Engineer, an on-site Works Supervisor, and all necessary hired in plant/equipment/labour, will ensure that all works can be completed by the deadline date.

Road Name:	Grant Value and Estimated Restoration Cost (excl. GST):
Coalseam Road	\$54,559.28
Colgate Road	\$207,027.66
Enokurra Road	\$89,471.83
Manarra Road	\$135,207.17
Michael Road	\$158,410.33
Mingenew Mullewa Road	\$70,750.50
Mt Scratch Road	\$176,397.50
Mungaterra Road	\$39,912.16
Nanekine Road	\$14,671.31
Pintharuka West Road	\$138,249.28
Switchback Road	\$1,201,346.93
Telara Road	\$63,332.90
Wick Road	\$550,926.68
Yandanooka Melara Road	\$174,640.97
Yandanooka Morawa Road	\$28,602.15
Yandanooka North East Road	\$2,604.69
Yarragadee West Road	\$46,016.27
Depot Hill Road	\$38,143.71
Mingenew South Road	\$20,443.65
TOTAL	\$3,210,714.97

Consultation

Nil

Statutory Environment

The Local Government Act 1995 at S3.57(1) (Tenders for providing goods or services) requires that in certain circumstances, a local government is to invite tenders before it enters into a contract of a prescribed kind under which another person is to supply goods or services. The Local Government (Functions and General) Regulations 1996 at Cl.11(1) (When tenders have to be publicly invited) clarifies that tenders are to be publicly invited if the consideration under the contract is, or is expected to be, more, or worth more, than \$150,000.

Policy Implications

The Shire of Mingenew's Purchasing Policy requires three written quotations for an expected purchase in the range of \$40,000 - \$149,999. Invitations to quote were forwarded to three Engineering consultancies in Geraldton and the details of those quotes will be supplied at the Council Meeting following the closing period (9.00am 16 May 2018).

Financial Implications

The Shire has received funding approval for this WANDRRA flood damage works and all costs associated with those works (including these contracted costs) will be charged to that grant.

Strategic Implications

The Corporate Business Plan 2011-21 outlines that the Shire will *"maintain and improve road assets"*.

Voting Requirements

Simple Majority

OFFICER RECOMMENDATION – ITEM 9.1.4
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That Council;

1. Endorse the goal of the Shire undertaking as much of the WANDRRA roadworks as it reasonably can;
2. Note the requirement to complete all WANDRRA and Roads to Recovery works, and associated grant reconciliations and acquittals, prior to 30 June 2019;
3. Note that utilising contract plant/equipment, Works Supervisor, and Consulting Engineers is required on this occasion, to ensure that all WANDRRA works are satisfactorily completed prior to 30 June 2019; and
4. Endorse(insert name following CEO assessment of quotations received by 9.00am 16 May 2018) as the successful bidder for RFQ - Request for Quotation - Engineering and Supervisory Services (WANDRRA Civil Works).



REQUEST FOR QUOTE

ENGINEERING AND SUPERVISORY SERVICES (WANDRRA CIVIL WORKS)

INTRODUCTION

The Shire of Mingenew is seeking submissions from suitably qualified civil engineering consultants for the provision of engineering and supervisory services to oversee and manage its road storm damage reconstruction works (and associated grant claims) from the Western Australia Natural Disaster Relief and Recovery Arrangements fund (WANDRRA).

Mingenew has 19 individual roads with associated drainage infrastructure that were damaged in a storm event of February 2017. This infrastructure requires repairs and reinstatement. Damage sustained includes loss of pavement material on unsurfaced roads, scoured and/or silted table drains and shoulders, wash out and scouring around culvert structures, damage to culverts and headwalls, silting up of culverts, debris build up and floodway damage. The cost for the Shire of Mingenew to undertake the reinstatement of the roads is estimated to be a total of \$3.2m and the Shire has received funding from the WANDRRA fund to conduct those repairs.

This funding approval is unique to the extent that WANDRRA funding has generally been allocated on the basis of the works being undertaken as a "full external contract" or via a local government if undertaken outside of the normal operational hours (e.g. on the weekends or after hours). The Shire however is keen to undertake as much of the work as possible itself, and has commenced repairing some of the roads presently, but there will be a balance to be undertaken on a contract basis using the services of a contracted Works Supervisor and Contracted Plant/Labour on an hourly controlled basis. Tender and Contract documents for the Works Supervisor and Contracted Plant/Labour are presently being prepared and will be let within the next few weeks.

The services of this RFQ is to commence at the close of those tenders, and the deadline date for these civil works to be completed, and all reconciliation and funding claims documentation completed for acquittal, is 31 May 2019.

SERVICES REQUIRED

1. Assessment of tenders received for the Works Supervisor position in accordance with Shire of Mingenew Purchasing Policy and Local Government Act requirements;
2. Assessment of tenders received for the Contracted Plant/Labour providers in accordance with Shire of Mingenew Purchasing Policy and Local Government Act requirements;
3. Provision of a recommendation to the Shire of Mingenew's Council, as to the preferred contractor;
4. Coordination of contract documentation signing between Shire of Mingenew and successful Tenderers following Shire of Mingenew Council's decision (contracts will be provided by the Shire of Mingenew);
5. Letters of advice to unsuccessful Tenderers;
6. Preparation of a Gantt Chart clearly highlighting works that can be completed by the Shire of Mingenew, and remaining works that will be required to be managed under external contract, to ensure all civil works are completed 30 April 2019;
7. Overall management/coordination of Contracted Works Supervisor and Contracted Plant/Labour providers, and Shire of Mingenew's Works Crew/Office Staff, in order to successfully complete all WANDRRA storm event road damage civil works (see below road list summary) by 30 April 2019. All repair works to be completed as per authorised grant conditions and consistent with acceptable WANDRRA road building standards. This component is fully inclusive of the all management/coordination expectations, including site visits as required; responding to all technical queries; budget tracking of all works; ensuring all works are undertaken within budget limitations; progressing claims and payment certificates, etc;
8. Coordination of and personal attendance at a monthly progress meeting with all relevant parties;
9. Completion, acquittal, and overall coordination of all grant refund claims (including assisting Shire of Mingenew staff with its own claims as required, for roadworks it has undertaken) by 31 May 2019.

WANDRRA Storm Event Road Damage Repair Works

Road Name:	Grant Value and Estimated Restoration Cost (excl. GST):
Coalseam Road	\$54,559.28
Colgate Road	\$207,027.66
Enokurra Road	\$89,471.83
Manarra Road	\$135,207.17
Michael Road	\$158,410.33
Mingenew Mullewa Road	\$70,750.50
Mt Scratch Road	\$176,397.50
Mungaterra Road	\$39,912.16
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Wick Road	\$550,926.68
Yandanooka Melara Road	\$174,640.97
Yandanooka Morawa Road	\$28,602.15
Yandanooka North East Road	\$2,604.69
Yarragadee West Road	\$46,016.27
Depot Hill Road	\$38,143.71
Mingenew South Road	\$20,443.65
TOTAL	\$3,210,714.97

Critical Note: The Shire of Mingenew is placing a high priority on securing the services of a contractor that can demonstrate a history of undertaking similar projects within the level of the grant funds available. The Shire of Mingenew is not in a position to offer any supplementary funds towards the re-construction costs of these civil works and therefore all costs must be contained within the grant fund limits provided by WANDRRA. A clearly demonstrated capacity to coordinate these civil works within the existing grant fund limitations has therefore been allocated to the RFQ assessment process (vis. 20% of the overall assessment).

SELECTION CRITERIA

The Contract will be assessed on the basis of qualitative and quantitative criteria to determine the most advantageous outcome to the Shire (the Principal). The Principal has adopted a best value for money approach to this Request. This means that, although price is considered, the submission containing the lowest price will not necessarily be accepted, nor might the submission ranked the highest on the qualitative criteria.

A scoring system will be used as part of the assessment of the criteria and the aggregate score of each submission will be used as one of the factors in the final assessment of the overall assessment of value for money.

ASSESSMENT CRITERIA

Description of Criteria	Weighting
Demonstrated quality of previous similar work	10%
Organisational capacity to undertake the project and ongoing business sustainability	10%
Demonstrated capacity to coordinate overall civil works within allocated grant fund limitations	20%
Experience and knowledge of WANDRRA construction and funding claim requirements	5%
Availability to provide service from 1 June 2018 until completion of works and grant reconciliations (approximately 31 May 2019)	5%
Price	50%
TOTAL	100%

PRICE BASIS

All prices for services offered under this Request are to be fixed for the term of the Contract. Tendered prices must exclude Goods and Services Tax (GST). Any charge not stated in the submission, as being additional will not be allowed as a charge for any transaction under any resultant Contract.

Interested persons are requested to submit their proposals to Mr Neil Hartley, Acting Chief Executive Officer, Shire of Mingenew at ceo@mingenew.wa.gov.au before 9am Wednesday 16 May 2018.

QUOTES Sought from Geraldton Suppliers of Engineering Services

GHD

Level 1, Foreshore Business Centre
209 Foreshore Drive
Geraldton, WA 6530
Antoinette.Krause@ghd.com>

Greenfield Technical Services

1/81 Forrest Street
PO Box 2840
Geraldton WA 6531
josh.kirk@greenfieldtech.com.au

Blacktop Consulting Engineers

111 Anderson St, Webberton WA 6530
lester.blacktop@westnet.com.au

9.1.5 LEASE TRANSFER AND EXTENSION - PART LOT 303, ELEANOR STREET, MINGENew

Location/Address: Part Lot 303, Eleanor Street, Mingenew
Name of Applicant: Centrel Pty Ltd
Disclosure of Interest: CEO – Works part time for Civil Legal
File Reference: ADM0274
Date: 4 May 2018
Author: Neil Hartley, Acting Chief Executive Officer

Summary

This report seeks Council's consideration to the transfer of the existing lease for the fuel supply service at Part Lot 303, Eleanor Street, Mingenew, from Centrel Pty Ltd, to Gradow Pty Ltd (trading as Great Southern Fuels). Also to note that the second lease term option of three years has been taken up.

Attachment

Deed of Assignment.

Background

The Shire of Mingenew has an existing lease with Centrel Pty Ltd for a fuel supply service at Part Lot 303, Eleanor Street, Mingenew. The lease initially commenced on 1 July 2012 and has three 3-year extension options in favour of the Lessee and at the Lessee's sole discretion. The Lessee has recently advised of its decision to take up the second of those extensions, so the lease will now be extended to conclude on 30 June 2021, noting that there is a further three year option beyond that point if the Lessee chooses to take it up.

Centrel Pty Ltd has also sought to assign this lease to Gradow Pty Ltd. Gradow is more commonly known under its trading name of Great Southern Fuels. The lease wording for the assignment is consistent with general lease wording, namely, that a Lessee should not unreasonably be denied a transfer, and that any reasonable Lessor expenses of the assignment are met by the Lessee.

Comment

The lease extension clause is at the sole discretion of the Lessee, so that is a simple matter of it advising prior to each expiry period, if it wishes to take up that option (and which it has done).

The matter of the assignment is a little more complex, as Council needs to be comfortable with both the assignment document, and the "assignee". The documentation was forwarded to the Shire's legal advisors, Civic Legal, but its advice was not to hand at the time of the agenda's preparation. In regard to expenses, other than some in-house administrative costs, these should all be met by the Lessee. The Lessee has advised it is willing to meet costs up to \$3,000 so the Shire will not need to incur any outgoing cash costs for the transfer.

Consultation

Civic Legal

Statutory Environment

The Local Government Act has references to leases, but they are not relevant on this occasion, being an existing lease. The existing Lease provides for both the right of the Lessee to extend the lease, and the opportunity (with the Lessor's consent) to assign it.

Policy Implications

Nil

Financial Implications

Other than in-house administrative expenses, the costs of legal advice, company searches etc, will be at the Lessee's expense.

Strategic Implications

The Corporate Business Plan 2011-21 does not include a specific reference to this type of activity, but it does clearly outline that the Shire will work towards maintaining or increasing number of local businesses, industries or services. That is seen as being consistent with supporting the proposal from Centrel Pty Ltd and Gradow Pty Ltd.

Voting Requirements

Simple Majority

OFFICER RECOMMENDATION – ITEM 9.1.5
--

That Council;

- 1. Note that the second Lease extension (from 1 July 2018 to 30 June 2021) has been taken up by the Lessee; and**
- 2. Acknowledges that legal advice is being sought on the need for any wording improvements of the proposed Deed of Assignment, to ensure the Shire's best interests are secured; and**
- 3. Conditionally endorses the assignment of the existing lease to Gradow Pty Ltd (trading as Great Southern Fuels) subject to all legal and other transfer costs being met by the Lessee, and delegates to the CEO the authority to negotiate a suitably worded Deed of Assignment, ensuring that the best interests of the Shire of Mingenew are maintained.**

Extension and Assignment of Lease

Mingenew Fuel Depot - Mingeneu, Western Australia

Shire of Mingeneu (**Lessor**)

Centrel Pty Ltd ACN 091 614 667 (**Assignor**)

Gradow Pty Ltd ACN 008 972 281 (**Assignee**)

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Date

Parties

The party named as Lessor in the Reference Schedule (**Lessor**)

The party named as Assignor in the Reference Schedule (**Assignor**)

The party named as Assignee in the Reference Schedule (**Assignee**)

Background

- A. The Assignor is a tenant of the Lessor under the Lease of the Premises for the Lease Term.
- B. The Lessor and the Assignor have agreed to extend the Lease Term for the Further Term.
- C. The Assignor has agreed, subject to the consent of the Lessor, to assign and the Assignee has agreed to take an Assignment of the Lease to take effect on the Assignment Date.
- D. The Assignor and the Assignee have applied to the Lessor for the Lessor's consent to the Assignment.
- E. The Lessor consents to the Assignment on the terms and conditions contained in this document.

It is agreed

1. Reference Schedule, definitions and interpretation

1.1 Reference Schedule

Lessor	
Name	Shire of Mingenew
Address	Victoria Street, Mingenew WA 6522
Assignor	
Name	Centrel Pty Ltd ACN 091 614 667
Address	Level 17, 717 Bourke Street, Docklands VIC 3008

Assignee	
Name	Gradow Pty Ltd ACN 008 972 281
Address	c/- Abbots, 813 Wellington Street, West Perth WA 6005
Assignment Date	[insert date]
Further Term	3 years commencing on 1 July 2018 and expiring on 30 June 2021
Land	Corner of Eleanor Street and Mingenew Morawa Road, Mingenew, Western Australia, being more particularly described as Lot 1 on Deposited Plan 56161 and being the whole of the land in Certificate of Title Volume 2800 Folio 457
Premises	The "Premises" described in the Lease
Lease	The lease between the Lessor as lessor and the Assignor as lessee undated but commencing on 1 July 2012, as extended by a Deed of Extension of Lease dated 9 May 2017 between the Lessor as lessor and the Assignor as lessee
Lease Term	3 years commencing on 1 July 2015 and expiring on 30 June 2018, together with two options to renew for further terms of 3 years each
New Rent	\$TBA per annum excluding GST (\$TBA per month excluding GST) as from the commencement date of the Further Term
Option Clause	Clause 13 of the Lease

1.2 Definitions

In this document:

Baseline Report 2018 means the environmental report annexed to this document as Annexure A and titled Environmental Site Assessment Mingenew Outdoor Payment Terminal, Mingenew, Western Australia 25 January 2018 prepared by Coffey Services Australia Pty Ltd.

Business Day means any day except a Saturday, Sunday or public holiday in the capital City of the Home State.

Claim includes any legal proceeding, claim, demand, loss, damage, cost, expense, compensation or other liability, whether present, future, contingent or unascertained of any description.

Contamination means in relation to land or water, having a substance present in or on that land or water at above background concentrations that presents, or has the potential to present, a risk of harm to human health, the Environment or any environmental value.

Dissolution means:

- (a) for a natural person, the death, disability, bankruptcy, infancy, deed of arrangement, assignment to or composition with creditors or other demise of the person;
- (b) for a corporation, any scheme of arrangement, appointment of any administrator, receiver, receiver and manager, liquidator or other person to control the corporation's assets, or the corporation is de-registered or otherwise dissolved; and
- (c) for any person, the enforcement of any judgment, order or encumbrance against:

- (1) the person's interest as lessee under the Lease; or
- (2) the person's fixtures, fittings, plant, equipment, partitions, signage and other property in or about the Premises or used in connection with the business conducted at or from the Premises.

Environment means the physical factors of the surroundings of human and non-human life forms, including without limitation the land, soil, plants, habitat, waters, atmosphere, climate, sounds, odours, tastes, biodiversity and the social and aesthetic values of landscape.

Further Term means the period by which the Lease Term is extended under this document as specified in the Reference Schedule.

GST has the meaning given in the GST Law.

GST Law has the meaning given in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Home State means the state of Western Australia.

New Rent means the rent referred to in the Reference Schedule payable to the Lessor under the Lease from commencement of the Further Term.

Option Clause means the clause (if any) in the Lease granting the option to renew the Lease or to extend the Lease Term (as the case may be) for the Further Term as specified in the Reference Schedule.

Reference Schedule means the schedule in clause 1.1.

Supply has the meaning given in the GST Law.

Where a term used in this document appears in bold type in the Reference Schedule, that term has the meaning shown opposite it in the Reference Schedule.

1.3 Interpretation

- (a) In this document, unless a contrary intention appears:
 - (1) each covenant by two or more persons as a party is made jointly by all and separately by each;
 - (2) reference to a thing includes the whole and any one or more parts of it;
 - (3) reference to an item, recital, clause, subclause, paragraph, schedule or attachment is to an item, recital, clause, subclause, paragraph of, or schedule or attachment to, this document and a reference to this document includes any schedule or attachment;
 - (4) reference to any party means a party to this document and includes each:
 - (A) person comprising the party;
 - (B) personal representative of each person; and
 - (C) officer, employee, agent, successor and permitted transferee of the party;
 - (5) reference to writing includes printing, typing, electronic mail and facsimile;

- (6) reference to a month or year means a calendar month or year;
- (7) reference to any legislation includes any:
 - (A) legislation amending, consolidating or replacing it; and
 - (B) regulation, by-law, ruling, notice, order or other requirement made under it;
- (8) reference to the President of a body includes any acting President or other principal officer of the body, or that person's delegate;
- (9) reference to any authority, association or other body includes any body that may, in the reasonable opinion of the Assignor, be constituted instead of or in succession to it;
- (10) words importing a gender include each other gender;
- (11) the singular includes the plural and the plural includes the singular; and
- (12) words denoting an individual include a corporation and a corporation includes an individual.
- (b) In the interpretation of this document, the headings to clauses must be ignored, except in the Reference Schedule.
- (c) The date of this document is the date that the last party signs it.
- (d) This document:
 - (1) is signed, sealed and delivered by each party as a deed; and
 - (2) includes each consent, schedule, appendix and annexure that may be attached to or incorporated into it by reference.
- (e) A definition in the Lease has the same meaning in this document. If there is any conflict or inconsistency between any definition or other provision in this document and in the Lease, this document prevails.

2. Extension of Lease Term covenants

2.1 Extension of Lease Term for Further Term and New Rent

The Lessor leases the Premises to the Assignor and the Assignor takes the Premises for the Further Term:

- (a) at the New Rent; and
- (b) on the same terms and conditions as contained in the Lease:
 - (1) with the deletion of the Option Clause (unless there is an unexercised option available to the Assignor under the Option Clause for a period applying after the end of the Further Term); and
 - (2) in accordance with any other amendments made to the Lease by this document.

2.2 Exercise of option by Assignor

Each party to this document acknowledges that the Assignor has exercised the option contained in the Option Clause for the Further Term so as to extend the Lease Term for the Further Term.

3. Assignment of Lease

Subject to the consent of the Lessor, the Assignor assigns and the Assignee takes an assignment of the Lease with effect on and from the Assignment Date for the unexpired Lease Term together with the benefit of:

- (a) all covenants, whether or not they touch and concern the land concerning the Lease;
- (b) the Assignor's right to rectification of the Lease; and
- (c) any option (including any option to renew or extend the Lease Term), right of first refusal and other similar covenant contained in the Lease (unless the covenant is expressed as being personal to the Assignor and is not assignable).

4. Assignor's covenants

The Assignor warrants and covenants with the Assignee as follows:

- (a) the Assignor is the present lessee under the Lease;
- (b) the Assignor has paid all rent and other money payable for outgoings and services due by it under the Lease and will continue to do so until the Assignment Date; and
- (c) the Lease is valid and binding and the Assignor, as at the date of this document, has not received written notice of any default or breach on its behalf under the terms of the Lease.

5. Assignee's covenants

The Assignee covenants with the Lessor and with the Assignor that the Assignee will at all times from and after the Assignment Date:

- (a) pay all the rent and other money payable by the Assignor under the Lease at the times and in the manner provided in the Lease; and
- (b) observe and perform each of the covenants, conditions and provisions express or implied in the Lease and to be observed and performed by the lessee, as if the Assignee were an original party to the Lease.

6. Assignee's Indemnity

The Assignee releases and indemnifies the Assignor against any Claim arising from any:

- (a) loss, damage, death or injury to any property or person in or about the Premises caused or contributed to by the Assignee;
- (b) neglect or default by the Assignee;

- (c) breach by the Assignee of any Environmental Law in respect of the Premises; and
- (d) Contamination on the Premises or any immediately adjoining lands arising out of the use or occupation of the Premises by the Assignee or any of its employees, agents, contractors, customers and visitors at any time.

7. Lessor's consent

- (a) The Lessor consents to the assignment of the Lease to the Assignee with effect from the Assignment Date but without prejudice to the Lessor's rights, powers and remedies under the Lease.
- (b) The consent of the Lessor contained in subclause 7 (a):
 - (1) is restricted to the particular Assignment referred to in this document;
 - (2) does not extend to any further or other assignment, transfer, subletting, licensing, mortgaging, charging or other dealing concerning the Lease or any party to the Lease (whether or not the Lessor has knowledge of it); and
 - (3) does not otherwise vary the Lease or discharge any party from it, except to the extent that this document may otherwise specify.

7.2 Consent by all other parties

Each other party to this document consents to:

- (a) the Assignment of the Lease to the Assignee as from the Assignment Date on the terms and conditions contained in this document; and
- (b) each variation to the Lease contained in this document or necessary to make the Lease consistent with this document.

7.3 Apportionment of money under Lease

If the Assignment Date falls on a day that is not the end of a period for payment of any instalment of rent or other money under the Lease:

- (a) the Assignor and the Assignee must apportion the instalment between themselves; and
- (b) the right of the Lessor to full payment of the instalment on the due date is not affected.

8. Release and discharge of Assignor

Despite anything to the contrary contained in this document:

- (a) subject to clause 9.2, the Lessor and the Assignor (but not the Assignee) mutually release and discharge each other from any Claim arising under the Lease; and
- (b) each party to this document consents to the release and discharge in paragraph 8(a), but without affecting or otherwise discharging the continuing liability of each other party under the Lease.

9. Environmental

9.1 Acknowledgment and agreement by Assignee

The Assignee acknowledges and agrees with the Assignor that:

the Premises have been used by the Assignor for the storage and distribution of fuel products;

Contamination may exist on the Premises;

the Assignee has been provided with a copy of the Baseline Report 2018 and has had the opportunity to undertake its own investigations in respect of the Premises;

the Assignee enters into this document and takes an assignment of the Lease for the Premises at the Assignee's own risk, as a result of the Assignee's own inspections and enquiries and in the state and condition in which the Premises is or was in on the Assignment Date; and

no representation or warranty has been made or given by or on behalf of the Assignor in relation to:

- (1) the use to which the Premises may be put;
- (2) whether or not the Premises is or will be suitable or adequate for the Assignee's purposes; and
- (3) environmental matters and in particular whether or not there is Contamination on or emanating from the Premises (other than as identified in the Baseline Report 2018),

and that the Assignee has satisfied itself in regard to those matters.

9.2 Assignor's environmental liability

If any party is required under any law or the Lessor otherwise requires any Contamination on or emanating from the Premises or any adjoining land to be remediated at the expiry or earlier termination of the Lease, both the Lessor and the Assignee agree that the Assignor's liability is limited to the Contamination (if any) identified in the Baseline Report 2018.

9.3 Survival

This clause survives the termination of the Lease.

10. Miscellaneous

10.1 Notices

(a) Any notice, demand, legal proceeding or other communication (**Notice**) from a party to another is served if the Notice is delivered or sent to:

- (1) the address of the party specified in this document;
- (2) the address of the lawyers last acting for the party;

- (3) another address in Australia that a party may have last notified to another party for that purpose; or
 - (4) the party in any other way that is lawful.
- (b) A Notice sent by post is served on the Business Day following the date of posting. A Notice sent by electronic mail or facsimile transmission is served on receipt by the sender of a report from the sender's transmitting machine that the Notice has transmitted. If a Notice is served on a day that is not a Business Day, or after 5.00pm on any Business Day, the Notice is served at 9.00am on the following Business Day.
- (c) A Notice must be in legible English and signed by the party giving the Notice, or on its behalf by its lawyer, attorney, manager or other agent which includes (for a corporation, association or other body) any director, manager, secretary or other authorised officer of it.

10.2 **Costs**

- (a) Except to the extent that this clause, this document or legislation may otherwise specify, each party must pay their own legal and other costs concerning:
 - (1) the negotiation, preparation, signing and (if applicable) stamping of this document;
 - (2) the exercise by that party of any right or remedy under this document; and
 - (3) the consent or approval of that party to any dealing concerning this document whether granted or not.
- (b) The Assignee must pay:
 - (1) if applicable, all duty on this document;
 - (2) any registration fees on any document concerning it; and
 - (3) all reasonable costs (including legal costs on a full indemnity basis) and expenses of the Assignor concerning any default under or repudiation of this document by the Assignee.
- (c) This clause applies whether or not this document or any transaction contemplated by it is completed.

10.3 **GST**

- (a) If GST is imposed on any Supply made under or in connection with this document, then the recipient of that Supply must pay the GST:
 - (1) to the supplier in addition to the consideration for the Supply; and
 - (2) at the same time as the recipient must pay for the relevant Supply.
- (b) The supplier must give the recipient a tax invoice complying with the GST Law by the due date for payment of the Supply referred to in this clause.
- (c) All amounts payable under this document are exclusive of GST, unless otherwise specified.

10.4 **Trustee provisions**

- (a) If the Assignee is a trustee of any trust under the Lease (**Assignee's Trust**), whether disclosed or not, the Assignee:
 - (1) warrants that it has full power under the Assignee's Trust to enter into this document and comply with the Lease;
 - (2) is liable both personally and as trustee of the Assignee's Trust; and
 - (3) must produce the documents evidencing the Assignee's Trust within 14 days after written request by the Lessor.
- (b) If the Lessor is a trustee of any trust under the Lease (**Lessor's Trust**), whether disclosed or not, the Lessor:
 - (1) is limited in liability to the assets of the Lessor's Trust;
 - (2) is only liable in its capacity as trustee of the Lessor's Trust; and
 - (3) is not personally liable under the Lease, except to the extent of any fraud, gross negligence, or breach of trust which disentitles the Lessor from an indemnity out of the assets of the Lessor's Trust.

10.5 **Governing law**

This document is governed by the laws of the Home State.

10.6 **Severance**

If any provision of this document is invalid, illegal or unenforceable, the provision must, as far as possible, be read down to give it a valid operation of a partial character. If that is not possible, the provision must be severed and the remaining provisions must, as far as possible, not be affected or impaired by that.

10.7 **Rights and remedies**

Unless otherwise specified, each right and remedy of any party:

- (a) is cumulative and not alternative;
- (b) may be exercised at any time and on more than one occasion;
- (c) if exercised:
 - (1) does not limit any other right or remedy; and
 - (2) is not a waiver or satisfaction of any right or remedy.

10.8 **Waiver**

- (a) Any failure or delay by the Lessor to exercise any right or remedy is not a waiver of it.
- (b) A waiver by the Lessor of a particular breach is not a waiver of another breach.

10.9 Consents and approvals

- (a) If anything under or in connection with this document requires the consent or approval of a party then, unless otherwise specified, it:
 - (1) must not be unreasonably withheld or delayed; and
 - (2) may be granted subject to reasonable conditions.
- (b) If anything requires the consent or approval of the Lessor then, unless otherwise specified, it also:
 - (1) must be written and signed by the Lessor before the act or thing is done; and
 - (2) requires the consent or approval of any mortgagee or superior landlord or both of the Lessor, unless the Lessor gives a written waiver.

10.10 Compliance with covenants

- (a) Each covenant by a party not to do anything includes an obligation not to allow it to be done and to use its best endeavours to prevent it being done.
- (b) All covenants to be performed after the Lease ends or terminates continue until performed.
- (c) If anything must be done or a time limit expires on a day that is not a Business Day, then the relevant day is extended to the next Business Day.
- (d) Time is essential for all rights and obligations of the Assignee.

10.11 Signing, attorneys, counterparts and faxing

- (a) Each signatory is bound even if signing by another person does not happen or is void.
- (b) Each person signing as an attorney, officer or agent for any party warrants to all other parties that the person signing is fully authorised to bind the principal and that the authority has not been revoked.
- (c) This document may be signed in original, counterpart or facsimile form. If signed in counterparts, all signed counterparts form one document. However, if signed in counterpart or facsimile form, all parties must each sign one original part of this document for each party within one month after written request by any party.

10.12 Documentation

Each party irrevocably authorises and directs the Assignor and its lawyers to complete this document by inserting any words, dates, names, figures, plans or forms of consent and making any corrections that the Assignor may reasonably require to the extent necessary to maintain consistency with this document.

10.13 Entire agreement

This document contains the entire and finally concluded agreement between the parties concerning its subject matter, and replaces any representations, negotiations or discussions that may have taken place before signing it.

DRAFT

9.2 FINANCE

9.2.1 FINANCIAL STATEMENTS FOR PERIOD ENDING 30 APRIL 2018

Location/Address: Shire of Mingenew
Name of Applicant: Shire of Mingenew
Disclosure of Interest: Nil
File Reference: ADM0304
Date: 11 May 2018
Author: Martin Whitely, Consultant
Senior Officer: Neil Hartley, Acting Chief Executive Officer

Summary

This report recommends that the Monthly Statement of Financial Activity report for the period ending 30 April 2018 is presented to Council for adoption.

Attachment

Finance Report for period ending 30 April 2018

Background

The Monthly Financial Report to 30 April 2018 is prepared in accordance with the requirements of the Local Government Act and the Local Government (Financial Management) Regulations and includes the following:

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

Comment

SUMMARY OF FUNDS – SHIRE OF MINGENEW	
Municipal Fund & Cash on Hand	\$1,061,483
Restricted Funds (Unspent Grants) – 3 Month Term Deposit @ 2.45%	\$583,500
Trust Fund	\$59,004
Reserve fund (6 Month Term Deposit) @ 2.55%	\$401,872

MINGENSHIRE COUNCIL ORDINARY MEETING AGENDA – 16 May 2018

Debtor's accounts continue to be monitored with all efforts being made to ensure that monies are recovered. The following remains outstanding as at 30 April 2018;

	Current	30+ Days	60+ Days	90+ Days	TOTAL
Amount	25,483	650	42,500	10,497	79,129

Rates Outstanding at 30 April 2018 were:

	April 2018	March 2018
Rates	111,182	139,018
Rubbish	10,187	13,124
ESL	2,415	3,911
TOTAL	123,784	156,083

The Statement of Financial Activities Report contains explanations of Councils adopted variances for the 2017/18 financial year.

Consultation

Nil

Statutory Environment

Local Government Act 1995 Section 6.4

Local Government (Financial Management) Regulations 1996 Section 34

34. Financial activity statement required each month (Act s. 6.4)

(1A) In this regulation —

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

(1) A local government is to prepare each month a statement of financial activity reporting on the revenue and expenditure, as set out in the annual budget under regulation 22(1)(d), for that month in the following detail —

- (a) annual budget estimates, taking into account any expenditure incurred for an additional purpose under section 6.8(1)(b) or (c); and
- (b) budget estimates to the end of the month to which the statement relates; and
- (c) actual amounts of expenditure, revenue and income to the end of the month to which the statement relates; and
- (d) material variances between the comparable amounts referred to in paragraphs (b) and (c); and
- (e) the net current assets at the end of the month to which the statement relates.

(2) Each statement of financial activity is to be accompanied by documents containing —

- (a) an explanation of the composition of the net current assets of the month to which the statement relates, less committed assets and restricted assets; and
- (b) an explanation of each of the material variances referred to in sub regulation (1)(d); and
- (c) such other supporting information as is considered relevant by the local government.

- (3) The information in a statement of financial activity may be shown —
 - (a) according to nature and type classification; or
 - (b) by program; or
 - (c) by business unit.
- (4) A statement of financial activity, and the accompanying documents referred to in sub regulation (2), are to be —
 - (a) Presented at an ordinary meeting of the council within 2 months after the end of the month to which the statement relates; and
 - (b) Recorded in the minutes of the meeting at which it is presented.
- (5) Each financial year, a local government is to adopt a percentage or value, calculated in accordance with the AAS, to be used in statements of financial activity for reporting material variances.

Policy Implications

Nil

Financial Implications

Financial implications are outlined in comments.

Strategic Implications

Nil

Voting Requirements

Simple Majority

OFFICER RECOMMENDATION – ITEM 9.2.1
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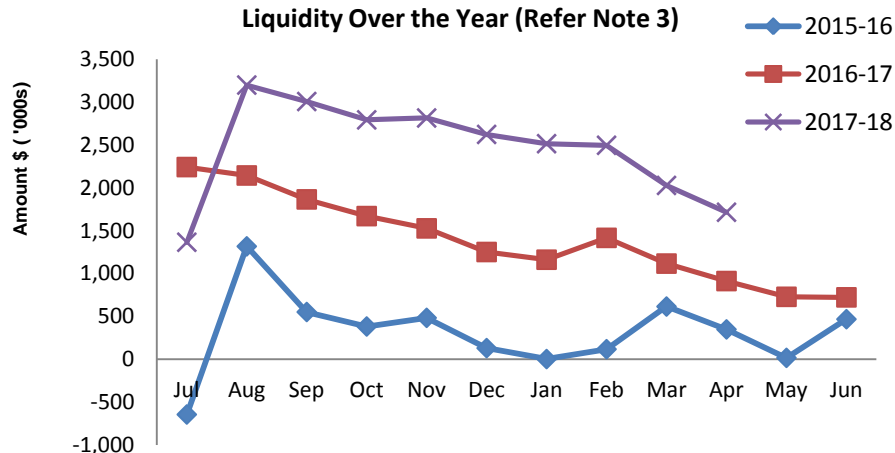
That the Monthly Statement of Financial Activity for the period 1 July 2017 to 30 April 2018 be received.

Shire of Mingenew

Monthly Summary Information

For the Period Ended 30 April 2018

Liquidity Over the Year (Refer Note 3)



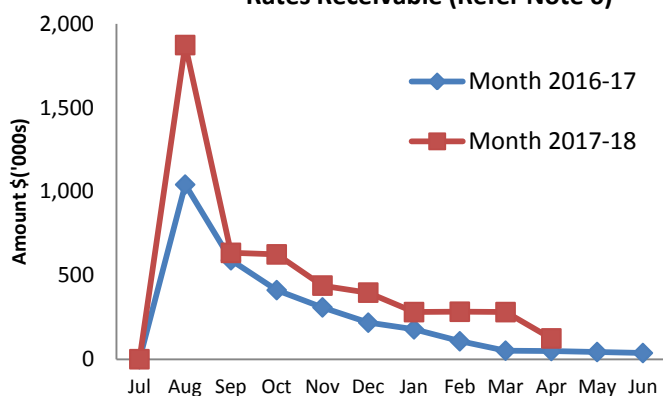
Cash and Cash Equivalents as at period end

Unrestricted	\$ 1,061,783
Restricted	\$ 985,372
	<u>\$ 2,047,155</u>

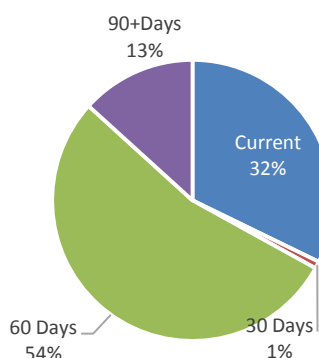
Receivables

Rates	\$ 123,784
Other	\$ 79,129
	<u>\$ 202,913</u>

Rates Receivable (Refer Note 6)



**Accounts Receivable Ageing (non-rates)
(Refer Note 6)**



Comments

Rates were issued on 20 August 2017.
 First instalment was due 29 September 2017.
 Second Instalment was due 30 November 2017
 Third instalment was due 31 January 2018
 4th & Final instalment was due 1 April 2018

SUMMARY OF BILLING

Rates	1,816,567
Rubbish	71,291
ESL	27,450
	<u>1,915,308</u>

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

Shire of Mingenew

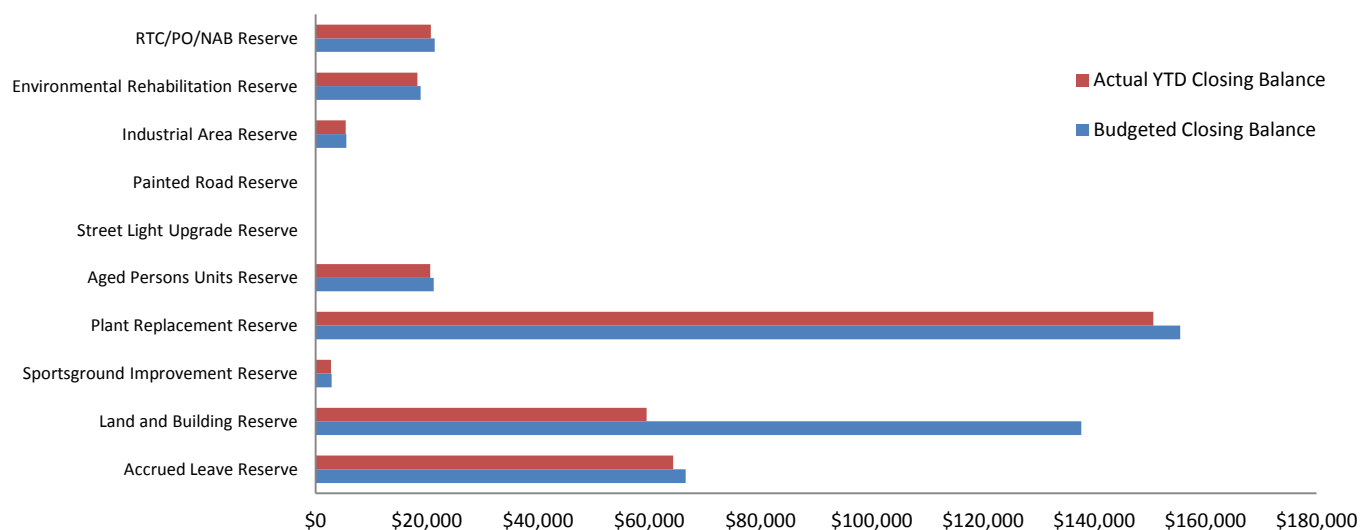
Monthly Summary Information

For the Period Ended 30 April 2018

Capital Expenditure Program YTD (Refer Note 13)



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



Comments

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

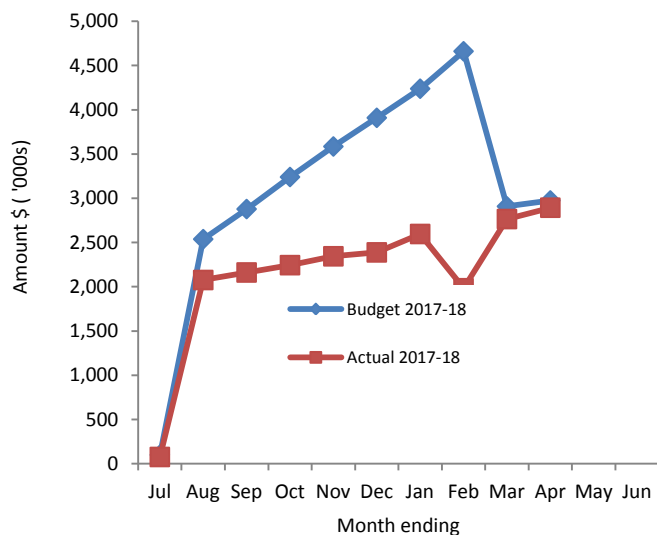
Shire of Mingenew

Monthly Summary Information

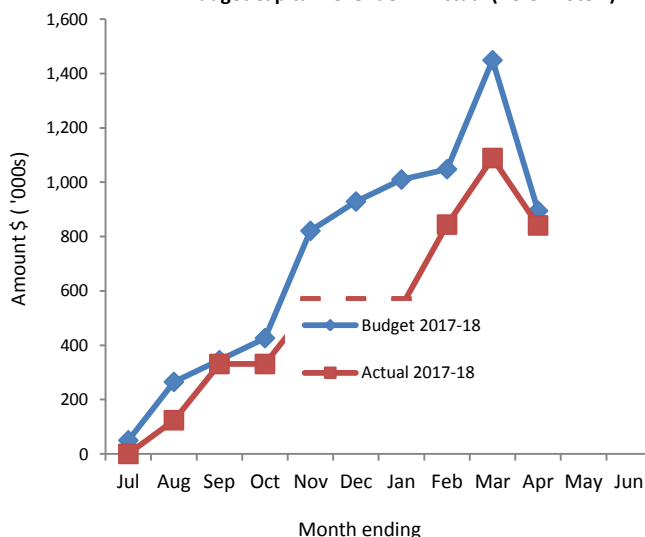
For the Period Ended 30 April 2018

Revenues

Budget Operating Revenues -v- Actual (Refer Note 2)

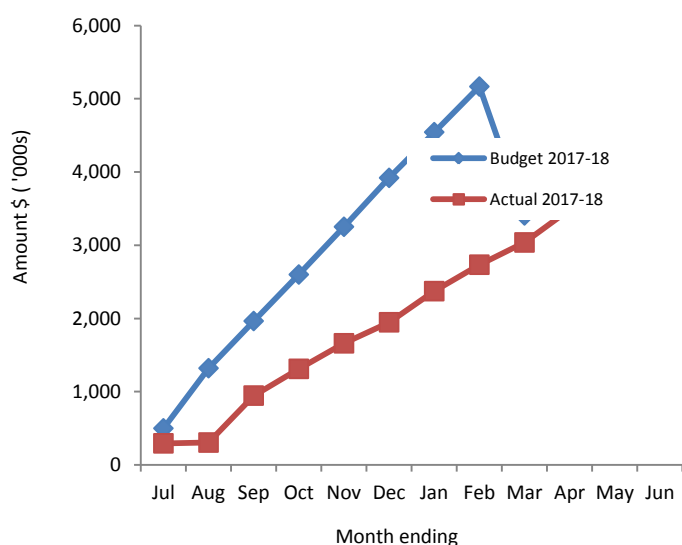


Budget Capital Revenue -v- Actual (Refer Note 2)

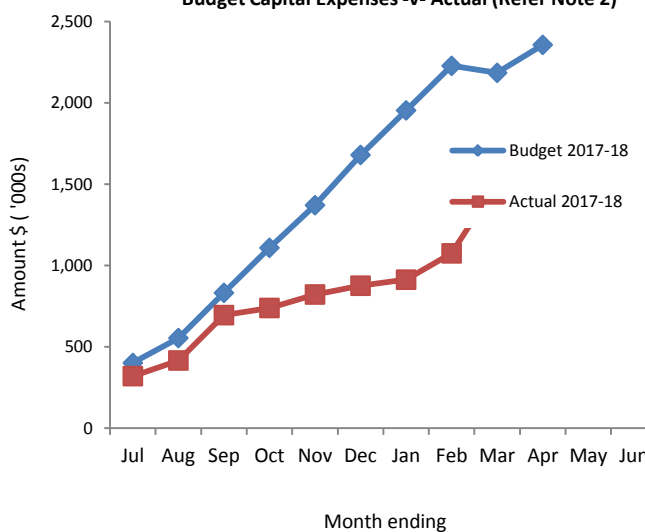


Expenditure

Budget Operating Expenses -v- YTD Actual (Refer Note 2)



Budget Capital Expenses -v- Actual (Refer Note 2)



Comments

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

SHIRE OF MINGENEW
STATEMENT OF FINANCIAL ACTIVITY
(Statutory Reporting Program)
For the Period Ended 30 April 2018

	Note	2017/18 Amended Budget (a)	2017/18 YTD Budget (a)	2017/18 YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var.
Operating Revenues		\$	\$	\$	\$	%	
General Purpose Funding		2,162,217	2,081,561	2,068,830	(12,731)	(0.61%)	
Governance		54,654	23,670	53,172	29,502	124.64%	▲
Law, Order and Public Safety		73,374	72,754	67,398	(5,356)	(7.36%)	
Health		371	300	315	15	5.15%	
Education and Welfare		3,755	3,110	3,749	639	20.56%	
Housing		108,324	90,230	72,027	(18,203)	(20.17%)	▼
Community Amenities		83,595	82,245	66,149	(16,096)	(19.57%)	▼
Recreation and Culture		38,665	37,505	32,421	(5,084)	(13.56%)	
Transport		921,200	542,650	419,718	(122,932)	(22.65%)	▼
Economic Services		11,355	9,420	5,233	(4,187)	(44.45%)	
Other Property and Services		157,475	31,210	103,951	72,741	233.07%	▲
Total Operating Revenue		3,614,985	2,974,655	2,892,963	(68,961)		
Operating Expense							
General Purpose Funding		(47,511)	(39,570)	(47,283)	(7,713)	(19.49%)	
Governance		(293,521)	(250,251)	(229,458)	20,793	8.31%	
Law, Order and Public Safety		(124,627)	(108,649)	(95,918)	12,731	11.72%	▲
Health		(111,511)	(92,850)	(56,734)	36,116	38.90%	▲
Education and Welfare		(76,019)	(63,280)	(52,036)	11,244	17.77%	▲
Housing		(163,757)	(136,310)	(148,103)	(11,793)	(8.65%)	
Community Amenities		(314,842)	(266,410)	(200,549)	65,861	24.72%	▲
Recreation and Culture		(895,693)	(746,250)	(874,064)	(127,814)	(17.13%)	▼
Transport		(2,818,628)	(2,161,138)	(1,744,331)	416,807	19.29%	▲
Economic Services		(400,524)	(333,620)	(238,833)	94,787	28.41%	▲
Other Property and Services		335,988	280,130	197,686	(82,444)	29.43%	
Total Operating Expenditure		(4,910,645)	(3,918,198)	(3,489,623)	428,575		
Funding Balance Adjustments							
Add back Depreciation		2,190,310	1,825,220	1,466,756	(358,464)	(19.64%)	▼
Adjust (Profit)/Loss on Asset Disposal	8	(40,000)	0	55,098	55,098		▲
Adjust Provisions and Accruals		0	0	0	0		
Net Cash from Operations		854,650	881,677	925,194	56,248		
Capital Revenues							
Grants, Subsidies and Contributions	11	1,701,450	894,954	840,704	(54,250)	(6.06%)	
Proceeds from Disposal of Assets	8	188,650	0	4,545	4,545		
Total Capital Revenues		1,890,100	894,954	845,250	(49,704)		
Capital Expenses							
Land Held for Resale	13	(200,000)	0	0	0		
Land and Buildings	13	(900,246)	(600,090)	(308,872)	291,218	48.53%	▲
Infrastructure - Roads	13	(1,177,100)	(980,830)	(650,948)	329,882	33.63%	▲
Infrastructure - Other		(467,000)	(388,854)	(306,214)	82,640	21.25%	
Plant and Equipment	13	(565,364)	(368,630)	(391,864)	(23,234)	(6.30%)	
Furniture and Equipment	13	(21,000)	(17,490)	0	17,490	100.00%	▲
Total Capital Expenditure		(3,330,710)	(2,355,894)	(1,657,898)	697,996		
Net Cash from Capital Activities		(1,440,610)	(1,460,940)	(812,648)	648,292		
Financing							
Transfer from Reserves	7	0	0	0	0		
Repayment of Debentures	10	(150,774)	(112,516)	(112,516)	0	0.00%	
Transfer to Reserves	7	(125,510)	(5,396)	(5,396)	0	0.00%	
Net Cash from Financing Activities		(276,284)	(117,912)	(117,912)	0		
Net Operations, Capital and Financing		(862,244)	(697,175)	(5,366)	704,540		
Opening Funding Surplus(Deficit)	3	1,721,405	1,721,405	1,721,405	(0)	(0.00%)	
Closing Funding Surplus(Deficit)	3	859,161	1,024,230	1,716,038			

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

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

SHIRE OF MINGENEW
STATEMENT OF FINANCIAL ACTIVITY
(By Nature or Type)
For the Period Ended 30 April 2018

	Note	2017/18 Amended Budget (a)	2017/18 YTD Budget (a)	2017/18 YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	
Operating Revenues							
Rates	9	\$ 1,816,567	\$ 1,816,736	\$ 1,813,286	\$ (3,450)	% (0.19%)	
Operating Grants, Subsidies and Contributions	11	754,245	301,786	379,327	77,541	25.69%	▲
Fees and Charges		268,170	241,270	189,434	(51,836)	(21.48%)	▼
Interest Earnings		73,440	61,150	48,614	(12,536)	(20.50%)	▼
Other Revenue		662,563	553,713	462,302	(91,411)	(16.51%)	▼
Profit on Disposal of Assets	8	40,000	0	0			
Total Operating Revenue		3,614,985	2,974,655	2,892,963	(81,692)		
Operating Expense							
Employee Costs		(988,458)	(695,960)	(740,413)	(44,453)	(6.39%)	
Materials and Contracts		(794,337)	(612,558)	(560,300)	52,258	8.53%	
Utility Charges		(136,355)	(113,540)	(74,838)	38,702	34.09%	▲
Depreciation on Non-Current Assets		(2,190,310)	(1,825,220)	(1,466,756)	358,464	19.64%	▲
Interest Expenses		(22,523)	(18,710)	(19,161)	(451)	(2.41%)	
Insurance Expenses		(91,762)	(82,818)	(106,984)	(24,166)	(29.18%)	▼
Other Expenditure		(686,900)	(569,392)	(466,073)	103,319	18.15%	▲
Loss on Disposal of Assets	8	0	0	(55,098)			
Total Operating Expenditure		(4,910,645)	(3,918,198)	(3,489,623)	483,673		
Funding Balance Adjustments							
Add back Depreciation		2,190,310	1,825,220	1,466,756	(358,464)	(19.64%)	▼
Adjust (Profit)/Loss on Asset Disposal	8	(40,000)	0	55,098	55,098		▲
Adjust Provisions and Accruals		0	0	0	0		
Net Cash from Operations		854,650	881,677	925,194	98,615		
Capital Revenues							
Grants, Subsidies and Contributions	11	1,701,450	894,954	840,704	(54,250)	(6.06%)	
Proceeds from Disposal of Assets	8	188,650	0	4,545	4,545		
Total Capital Revenues		1,890,100	894,954	845,250	(49,704)		
Capital Expenses							
Land Held for Resale	13	(200,000)	0	0	0		
Land and Buildings	13	(900,246)	(600,090)	(308,872)	291,218	48.53%	▲
Infrastructure - Roads	13	(1,177,100)	(980,830)	(650,948)	0	0	
Infrastructure - Other	13	(467,000)	(388,854)	(306,214)			
Plant and Equipment	13	(565,364)	(368,630)	(391,864)	(23,234)	(6.30%)	
Furniture and Equipment	13	(21,000)	(17,490)	0	17,490	100.00%	▲
Total Capital Expenditure		(3,330,710)	(2,355,894)	(1,657,898)	285,474		
Net Cash from Capital Activities		(1,440,610)	(1,460,940)	(812,648)	235,770		
Financing							
Transfer from Reserves	7	0	0	0	0		
Repayment of Debentures	10	(150,774)	(112,516)	(112,516)	0	0.00%	
Transfer to Reserves	7	(125,510)	(5,396)	(5,396)	0	0.00%	
Net Cash from Financing Activities		(276,284)	(117,912)	(117,912)	0		
Net Operations, Capital and Financing		(862,244)	(697,175)	(5,366)	334,385		
Opening Funding Surplus(Deficit)	3	1,721,405	1,721,405	1,721,405	(0)	(0.00%)	
Closing Funding Surplus(Deficit)	3	859,161	1,024,230	1,716,038			

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

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

SHIRE OF MINGENEW
STATEMENT OF CAPITAL ACQUISITIONS AND CAPITAL FUNDING
For the Period Ended 30 April 2018

		YTD 30 04 2018					
Capital Acquisitions	Note	YTD Actual New /Upgrade (a)	YTD Actual (Renewal Expenditure) (b)	YTD Actual Total (c) = (a)+(b)	Amended YTD Budget (d)	Amended Annual Budget	Variance (d) - (c)
Land Held for Resale	13	\$ 0	\$ 0	\$ 0	\$ 0	\$ 200,000	\$ 0
Land and Buildings	13	308,872		308,872	600,090	900,246	(291,218)
Infrastructure - Roads	13	650,948		650,948	980,830	1,177,100	(329,882)
Infrastructure -Other	13	306,214		306,214	388,854	467,000	(82,640)
Plant and Equipment	13	391,864		391,864	368,630	565,364	23,234
Furniture and Equipment	13	0		0	17,490	21,000	(17,490)
Capital Expenditure Totals		1,657,898	0	1,657,898	2,355,894	3,330,710	(697,996)

Capital Expenditure Program YTD



SHIRE OF MINGENEW
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2018

1. SIGNIFICANT ACCOUNTING POLICIES

(a) Basis of Accounting

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

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

Critical Accounting Estimates

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

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

(b) The Local Government Reporting Entity

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

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

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

(c) Rounding Off Figures

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

(d) Rates, Grants, Donations and Other Contributions

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

(e) Goods and Services Tax

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

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

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

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

SHIRE OF MINGENEW
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2018

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(f) Cash and Cash Equivalents

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

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

(g) Trade and Other Receivables

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

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

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

(h) Inventories

General

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

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

Land Held for Resale

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

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

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

(i) Fixed Assets

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

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

SHIRE OF MINGENEW
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2018

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(j) Depreciation of Non-Current Assets

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

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

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

(k) Trade and Other Payables

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

(l) Employee Benefits

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

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

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

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

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

SHIRE OF MINGENEW
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2018

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(m) Interest-bearing Loans and Borrowings

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

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

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

Borrowing Costs

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

(n) Provisions

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

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

(o) Current and Non-Current Classification

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

SHIRE OF MINGENEW
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2018

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(p) Nature or Type Classifications

Rates

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

Operating Grants, Subsidies and Contributions

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

Non-Operating Grants, Subsidies and Contributions

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

Profit on Asset Disposal

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

Fees and Charges

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

Service Charges

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

Interest Earnings

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

Other Revenue / Income

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

Employee Costs

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

Materials and Contracts

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

Utilities (Gas, Electricity, Water, etc.)

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

SHIRE OF MINGENEW
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2018

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(q) Nature or Type Classifications (Continued)

Insurance

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

Loss on asset disposal

Loss on the disposal of fixed assets.

Depreciation on non-current assets

Depreciation expense raised on all classes of assets.

Interest expenses

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

Other expenditure

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

(r) Statement of Objectives

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

Based upon feedback received from the community the vision of the Shire is:

"Standing proud, growing strong"

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

"Economic: To be a diverse and innovative economy with a range of local employment opportunities.

Environment: A sustainable natural and built environment that meets current and future community needs.

Social: A safe and welcoming community where everyone has the opportunity to contribute and belong.

Civic Leadership: A collaborative and innovative community with strong and vibrant leadership."

(s) Reporting Programs

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

GOVERNANCE

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

GENERAL PURPOSE FUNDING

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

LAW, ORDER, PUBLIC SAFETY

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

HEALTH

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

SHIRE OF MINGENEW
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2018

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(s) Reporting Programs (Continued)

EDUCATION AND WELFARE

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

HOUSING

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

COMMUNITY AMENITIES

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

RECREATION AND CULTURE

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

TRANSPORT

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

ECONOMIC SERVICES

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

OTHER PROPERTY & SERVICES

Plant works, plant overheads and stock of materials.

SHIRE OF MINGENOW
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2018

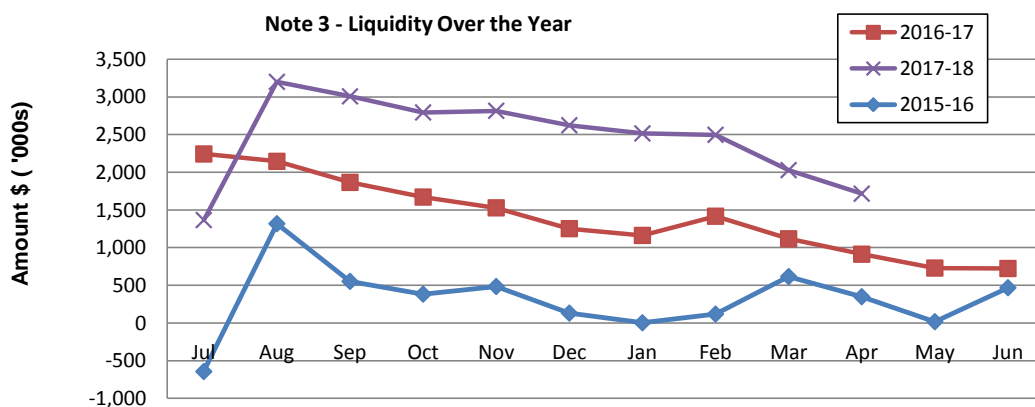
Note 2: EXPLANATION OF MATERIAL VARIANCES

Reporting Program	Var. \$	Var. %	Var.	Timing/ Permanent	Explanation of Variance
Operating Revenues	\$	%			
General Purpose Funding	(12,731)	(0.61%)			Interest on term deposit still to be recognised
Governance	29,502	124.64%	▲		LSL Entitlements from other Shires
Law, Order and Public Safety	(5,356)	(7.36%)			
Health	15	5.15%			
Education and Welfare	639	20.56%			
					Silver Chain rent still to be charged & Staff housing rent less than expected due to staff movement
Housing	(18,203)	(20.17%)	▼		Rubbish removable fees are less than expected \$13,916 due to reversal of fees levied to council owned properties
Community Amenities	(16,096)	(19.57%)	▼		
Recreation and Culture	(5,084)	(13.56%)			
Transport	(122,932)	(22.65%)	▼		Flood damage still to be claimed
Economic Services	(4,187)	(44.45%)			
Other Property and Services	72,741	233.07%	▲		Provision for industrial subdivision grant
Operating Expenses					
General Purpose Funding	(7,713)	(19.49%)			
Governance	20,793	8.31%			
Law, Order and Public Safety	12,731	11.72%	▲		Ranger & Emergencies Services Officer to be invoiced at year end by Carnamah
Health	36,116	38.90%	▲		Timing - Internal Admin allocations (\$10k), Medical Practitioners Support (\$10k)
Education and Welfare	11,244	17.77%	▲		Internal Admin allocations
Housing	(11,793)	(8.65%)			
					Timing - Rubbish tip maintenance (\$19k), Asbestos management(\$10k), Town Revitalisation Plan (\$25k)
Community Amenities	65,861	24.72%	▲		Depreciation (\$78k) and Museum costs need to be transferred to Capital (\$26k)
Recreation and Culture	(127,814)	(17.13%)	▼		WANDRRA flood damage works
Transport	416,807	19.29%	▲		Tourism & Area Promotion (\$20K), Post Office Building (\$13K), Admin allocations (\$17K), Telecommunication (\$10K)
Economic Services	94,787	28.41%	▲		Budget included additional employees for flood damage
Other Property and Services	(82,444)	29.43%			
Capital Revenues					
Grants, Subsidies and Contributions	(54,250)	(6.06%)			Regional roads groups grants are received earlier than expected
Proceeds from Disposal of Assets	4,545				
Capital Expenses					
Land Held for Resale	0				
					Town Hall (\$100k), Business Incubator (\$83k), Railway Station (\$59k) and provision for other similar projects
Land and Buildings	291,218	48.53%	▲		
Infrastructure - Roads	329,882	33.63%	▲		Invoices for road construction still to be received
Infrastructure - Footpaths	0				Nil
Infrastructure - Drainage & Culverts	0				Nil
Infrastructure - Aerodromes	0				Nil
Plant and Equipment	(23,234)	(6.30%)			Timing of purchases
Furniture and Equipment	17,490	100.00%	▲		Timing of purchases
Financing					
Loan Principal	0	0.00%			Nil

SHIRE OF MINGENEW
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2018

Note 3: NET CURRENT FUNDING POSITION

		Positive=Surplus (Negative=Deficit)		
	Note	YTD 30 Apr 2018	30th June 2017	YTD 30 Apr 2017
		\$	\$	\$
Current Assets				
Cash - Unrestricted	4	1,061,783	1,276,249	936,690
Cash - Restricted Reserves	4	401,872	396,475	331,301
Cash - Restricted Unspent Grants		583,500	568,498	520,786
Investments		0	0	0
Rates - Current	6	123,784	83,832	93,309
Sundry Debtors	6	79,129	79,873	97,685
Provision for Doubtful Debts		(1,585)	(1,585)	(1,585)
ESL Levy		0	0	0
GST Receivable		17,124	30,077	7,727
Receivables - Other		0	0	0
Inventories - Fuel & Materials		3,065	3,197	4,196
Inventories - Land Held for Resale		40,394	40,394	80,788
		2,309,067	2,477,010	2,070,897
Current Liabilities				
Sundry Creditors		(88,723)	(261,624)	(57,697)
GST Payable		(10,747)	(29,012)	(11,098)
PAYG		(46,819)	(12,709)	(24,702)
Accrued Interest on Debentures		(2,496)	(13,414)	0
Accrued Salaries & Wages		(1,977)	(1,977)	(1,977)
Current Employee Benefits Provision		(231,014)	(231,014)	(261,493)
Current Loan Liability		(38,259)	(150,775)	(16,849)
		(420,036)	(700,525)	(373,816)
NET CURRENT ASSETS		1,889,031	1,776,485	1,697,081
Less:				
Cash - Restricted Reserves		(401,872)	(396,475)	(331,301)
Inventories - Land Held for Resale		(40,394)	(40,394)	(80,788)
Add Back:				
Current Loan Liability		38,259	150,775	16,849
Cash Backed Employee Provisions	7	231,014	231,014	261,493
Net Current Funding Position (Surplus / Deficit)		1,716,038	1,721,405	1,563,334



Comments - Net Current Funding Position

SHIRE OF MINGENEW
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2018

Note 4: CASH AND INVESTMENTS

	Interest Rate	Unrestricted \$	Restricted \$	Trust \$	Total Amount \$	Institution	Maturity Date
(a) Cash Deposits							
3 Month term Deposit	2.45%		583,500		583,500	NAB	30 June 2018
Municipal Bank Account	1.25%	1,061,483			1,061,483	NAB	At Call
Trust Bank Account	1.25%			59,004	59,004	NAB	At Call
Cash Maximiser Account (Muni)	0.70%	0	0		0	NAB	At Call
Cash On Hand	Nil	300	0		300	NAB	At Call
Reserve Funds	2.55%	0	401,872		401,872	NAB	30 June 2018
(b) Term Deposits							
Short Term Deposits	0.00%	0	0		0		
Total		1,061,783	985,372	59,004	2,106,159		

Comments/Notes - Investments

A review of bank accounts held has been undertaken in conjunction with National Australia Bank. Following this review some changes have been made to the type of accounts we use. To improve interest earnings, the Cash Maximizer Accounts are no longer used (they were earning approximately 0.7% interest) and the Municipal, Trust and Reserve accounts are corporate cheque accounts and will earn interest at the RBA cash rate when balances are >\$250,000 and RBA Cash rate -0.25% when balances are <\$250,000

Restricted Cash

(1) Municipal Fund

Purpose for Funds Being Restricted	Funding Organisation	Due Date to be Expended	Amount
1 Special Purpose Grants - Bridges	Financial Assistance Grants	30 June 2019	210,000
2 Special Purpose Grants - Bridges	Financial Assistance Grants	30 June 2019	373,500
Sub-total			583,500

SHIRE OF MINGENEW
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the period ended 31 March 2018

Note 5: BUDGET AMENDMENTS

udget since budget adoption. Surplus/(Deficit)

GL Account / Job No.	Description	Council Resolution	Classification	No Change - (Non Cash Items) Adjust.	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
	Budget Adoption		Opening Surplus(Deficit)	\$	\$	\$	\$
	Actual Opening value as per audited financial report 30/6/2017						32,937
						(817)	32,120
0061	Non-Payment Penalty	Proposed	Operating Revenue		8,000		40,120
0041	Special Purpose Road Grants	Proposed	Operating Revenue		498,000		538,120
0071	Financial assistance Road Grant	Proposed	Operating Revenue			(18,733)	519,387
0091	Financial assistance General Purpose Grant	Proposed	Operating Expenses			(12,569)	506,818
0123	Compensation / Insurance Reimbursement	Proposed	Operating Revenue		5,573		512,391
0595	Consultants (CEO recruitment expenses)	Proposed	Operating Expenses			(15,000)	497,391
0595	Proceeds of Sale - Plant & Equipment (Vehicles)	Proposed	Operating Revenue			(177,000)	320,391
0614	Realisation on Sale of Plant & Equipment (Vehicles)	Proposed	Operating Expenses				320,391
0763	Grant - Bushfire Management Plan	Proposed	Operating Revenue		12,500		332,891
1753	Key Worker Housing Rent	Proposed	Operating Revenue		3,400		336,291
3573	Flood Damage Funding	Proposed	Operating Revenue			(2,409,248)	(2,072,957)
3472	Flood Damage works	Proposed	Operating Expenses		2,409,248		336,291
0165	Independent Living Units - Construction	Proposed	Capital Expenses			(32,526)	303,765
A101	Capital - Finance Manager Vehicle Changeover	Proposed	Capital Expenses		46,000		349,765
A100	Capital Works - CEO Vehicle Changeover	Proposed	Capital Expenses		85,000		434,765
0170	Works Managers Vehicle - Capital Purchase	Proposed	Capital Expenses		46,000		480,765
	Proceeds from new debenture	Proposed	Operating Expenses			(85,507)	395,258
4472	Fuel & Oils	Proposed	Operating Expenses		200,000		595,258
4482	Tyres & Sundries	Proposed	Operating Expenses		150,000		745,258
4492	Parts & Repairs	Proposed	Operating Expenses		100,000		845,258
0262	LSL - CEO / DCEO	Proposed	Operating Expenses			(72,590)	772,668
2915	Grants & Contribution for Netball court	Proposed	Operating Revenue			(100,000)	672,668
0169	Netball court capital expenditure	Proposed	Capital Expenses		150,000		822,668
0523	Reimbursement of LSL	Proposed	Operating Expenses		36,496		859,164
							859,164
Amended Budget Cash Position as per Council Resolution				0	3,750,217	(2,923,990)	859,161

SHIRE OF MINGENEW
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2018

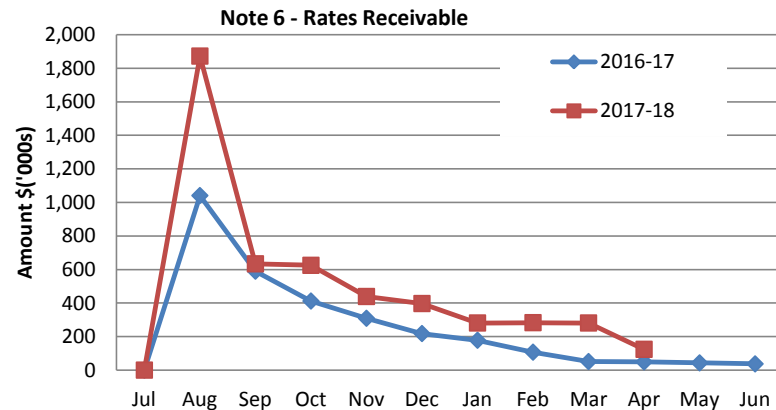
Note 6: RECEIVABLES

Receivables - Rates & Rubbish Receivable

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

Net Rates Collectable
% Collected

YTD 30 Apr 2018	30 June 2016
\$	\$
83,832	83,832
1,852,748	1,757,549
(1,812,796)	(1,757,549)
123,784	83,832
123,784	83,832
93.61%	95.45%



Comments/Notes - Receivables Rates

Instalment Due Dates:

Instalment 1	30-Sep-17
Instalment 2	30-Nov-17
Instalment 3	31-Jan-18
Instalment 4	1-Apr-18

Receivables - General

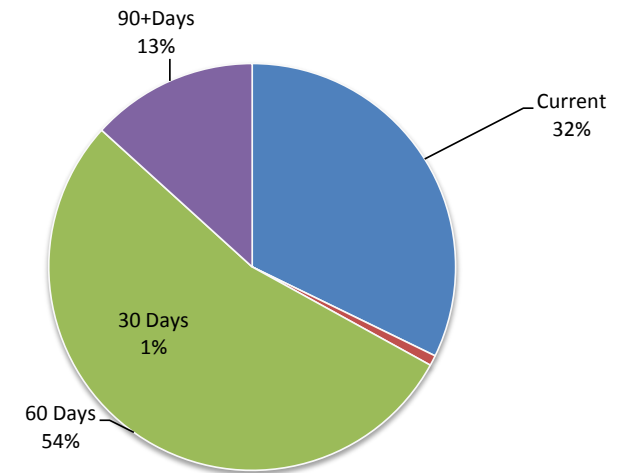
Receivables - General

Total Receivables General Outstanding

Current	30 Days	60 Days	90+Days
\$	\$	\$	\$
25,483	650	42,500	10,497
Total Receivables General Outstanding			79,129

An

Note 6 - Accounts Receivable (non-rates)



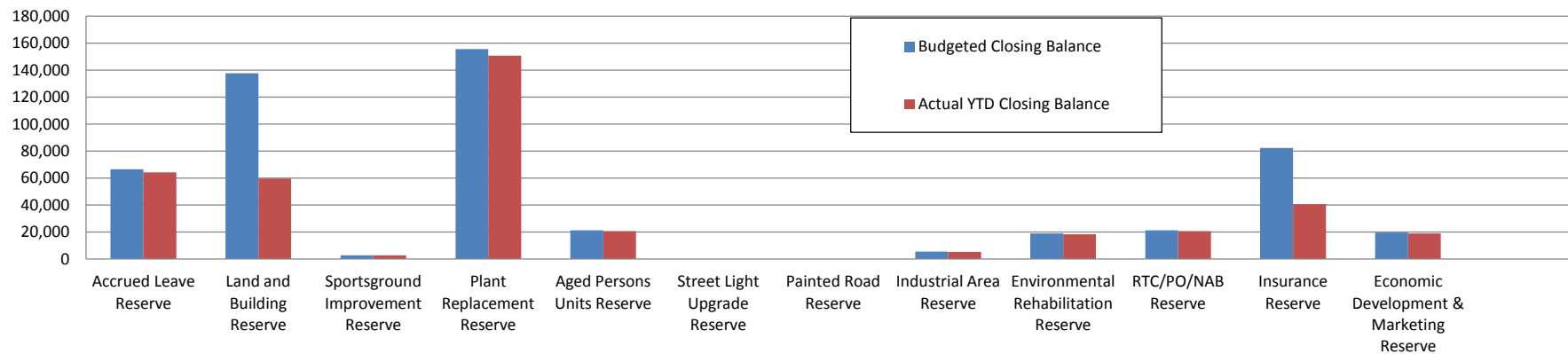
Comments/Notes - Receivables General

SHIRE OF MINGENEW
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2018

Note 7: Cash Backed Reserve

Name	Opening Balance	Budget Interest Earned	Actual Interest Earned	Budget Transfers In (+)	YTD Actual Transfers In (+)	YTD Budget Transfers Out (-)	YTD Actual Transfers Out (-)	Transfer out Reference	Budgeted Closing Balance	Actual YTD Closing Balance
	\$	\$	\$	\$	\$	\$	\$		\$	\$
Accrued Leave Reserve	64,065	1,250	243	1,250	0	0			66,565	64,308
Land and Building Reserve	58,767	1,450	768	77,450	0	0			137,667	59,535
Sportsground Improvement Reserve	2,725	60	47	60	0	0	0		2,845	2,772
Plant Replacement Reserve	148,056	3,700	2,560	3,700	0	0	0		155,456	150,616
Aged Persons Units Reserve	20,230	500	350	500	0	0	0		21,230	20,579
Street Light Upgrade Reserve	0	0	0	0	0	0	0		0	0
Painted Road Reserve	0	0	0	0	0	0	0		0	0
Industrial Area Reserve	5,287	125	91	125	0	0	0		5,537	5,378
Environmental Rehabilitation Reserve	18,002	450	311	450	0	0	0		18,902	18,313
RTC/PO/NAB Reserve	20,382	500	352	500	0	0	0		21,382	20,734
Insurance Reserve	40,243	1,000	350	41,000	0	0	0		82,243	40,593
Economic Development & Marketing Reserve	18,719	475	324	475	0	0	0		19,669	19,042
				0	0	0				
	396,475	9,510	5,396	125,510	0	0	0	0	531,495	401,872

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



SHIRE OF MINGENEW
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2018

Note 8 CAPITAL DISPOSALS

Actual YTD Profit/(Loss) of Asset Disposal				Disposals	Amended Current Budget			Comments
					YTD 30 04 2018			
Cost	Accum Depr	Proceeds	Profit (Loss)		2017/18 Budget Profit/(Loss)	2017/18 Actual Profit/(Loss)	Variance	
\$	\$	\$	\$	Plant and Equipment	\$	\$	\$	
0			0	CEO Vehicle		0		
			0	DCEO Vehicle			0	
			0	Works Manager Vehicle		0	0	
0	0	0	0		0	0	0	

Comments - Capital Disposal/Replacements

AASB 101.10(e)
AASB 101.51
AASB 101.112

SHIRE OF MINGENEW
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2018

LGA S6.2(4)(b) **9. RATING INFORMATION**
FM Reg 23(a)

RATE TYPE	Rate in \$	Number of properties	Rateable value \$	2017/18 interim rates \$	2017/18 back rates \$	Actual Rate Revenue \$	2017/18 Budgeted rate revenue \$	2017/18 Budgeted interim rates \$	2017/18 Budgeted back rates \$	2017/18 Budgeted total revenue \$
General rate										
GRV - Mingenew	0.145400	129	1,131,000	(2,605)	0	161,842	164,447	0	0	164,447
GRV - Yandanooka	0.145400	2	13,884	0	0	2,019	2,019	0	0	2,019
GRV- Commercial	0.145400	14	349,700			50,846	50,846			50,846
GRV - Industrial	0.145400	1	12,480			1,815	1,815			1,815
UV Rural & Mining	0.013350	120	110,861,500	(676)		1,479,325	1,480,001			1,480,001
UV Mining	0.013350	0	0			0	0			0
Sub-Totals		266	112,368,564	(3,281)	0	1,695,847	1,699,128	0	0	1,699,128
Minimum payment	Minimum \$									
GRV - Mingenew	682	64	28,026	0	0	43,648	43,648	0	0	43,648
GRV - Yandanooka	682	0	0	0	0	0	0	0	0	0
GRV- Commercial	682	9	6,200			6,138	6,138			6,138
GRV - Industrial	682	2	1,850			1,364	1,364			1,364
UV Rural & Mining	1025	23	671,100			23,575	23,575			23,575
UV Mining	1025	8	39,885			8,200	8,200			8,200
Sub-Totals		106	747,061	0	0	82,925	82,925	0	0	82,925
		372	113,115,625	(3,281)	0	1,778,772	1,782,053	0	0	1,782,053
Discounts/concessions (Refer note 13)						(1,009)				(1,009)
Total amount raised from general rates						1,777,763				1,781,044
Specified area rates (Refer note 10)						0				0
Ex Gratia Rates						35,524				35,523
Total rates						1,813,288				1,816,567

SHIRE OF MINGENEW
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2018

10. INFORMATION ON BORROWINGS

(a) Debenture Repayments

Particulars	Principal 1-Jul-17	Refinancing Cost	Principal Repayments		Principal Outstanding		Interest Repayments	
			YTD Actual \$	YTD Budget \$	YTD Actual \$	Budget \$	YTD Actual \$	Budget \$
Education & Welfare								
Loan 137 - Senior Citizens Buildings	91,633	11,102	14,608	19,576	88,127 0	72,057	2,413	3,088
Housing					0			
Loan 133 - Triplex	61,766	7,483	9,790	13,195	59,459	48,571	437	1,967
Loan 134 - SC Housing	46,481	5,631	4,935	9,930	47,177	36,551	327	1,499
Loan 136 - Staff Housing	110,736	13,416	0	23,656	124,152	87,080	850	3,738
Loan 142 - Staff Housing	56,153	6,803	28,768	11,996	34,188 0	44,157	5,731	1,726
Recreation & Culture					0			
Loan 138 - Pavilion Fitout	87,967	10,658	14,394	18,792	84,231 0	69,175	2,363	2,964
Transport					0			
Loan 139 - Roller	24,255	2,939	3,868	5,182	23,326	19,073	703	727
Loan 141 - Grader	82,243	9,964	13,111	17,570	79,096	64,673	2,241	2,523
Loan 143 - 2 x Trucks	0		0	0	0	0	120	0
Loan 144 - Side Tipping Trailer	56,154	6,803	8,952	11,996	54,005	44,158	1,495	1,726
Loan 145 - Drum Roller	88,381	10,708	14,091	18,881	84,998	69,500	2,480	2,565
	705,769	85,507	112,516	150,774	678,760	554,995	19,161	22,523

All debenture repayments were financed by general purpose revenue.

(b) New Debentures

Nil

SHIRE OF MINGENEW
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2018

Note 11: GRANTS AND CONTRIBUTIONS

Program/Details GL	Grant Provider	Approval	2017-18 Forecast Budget	2017-18 Original Budget	Variations Additions (Deletions)	Operating 2017/18 Budget	Capital 2017/18 Budget	Recoup Status	
								2017-18 YTD Actual	2017-18 YTD Budget
		(Y/N)	\$	\$	\$	\$	\$	\$	\$
GENERAL PURPOSE FUNDING									
Financial Assistance Grant - Roads	Grants Commission	Y	148,716	167,449	(18,733)	167,449	0	111,537	111,537
Financial Assistance Grant - General	Grants Commission	Y	129,744	142,313	(12,569)	142,313	0	97,308	97,308
Financial Assistance Grant - Special (Bridges)	Grants Commission	Y	498,000	0	498,000	0	0	373,500	373,500
GOVERNANCE									
Reimbursements	Miscellaneous	Y	1,000	1,000	0	0	1,000	0	830
Reimbursements	Miscellaneous	Y	45,591	45,591	0	0	45,591	46,912	15,197
LAW, ORDER, PUBLIC SAFETY									
ESL Administration Grant	Department of Fire & Emergency Services	Y	0	0	0	0	0	0	0
ESL Annual Grant	Department of Fire & Emergency Services	Y	23,194	23,194	0	23,194	0	18,420	23,194
Bushfire Management Plan	Department of Fire & Emergency Services	Y	42,500	30,000	12,500	30,000	0	42,500	42,500
HEALTH									
Nil		N	0	0	0	0	0	0	0
EDUCATION & WELFARE									
Seniors Week Grant	COTAWA	N	1,000	1,000	0	1,000	0	2,658	830
Community Christmas Tree	CBH	N	2,000	2,000	0	2,000	0	909	1,660
HOUSING									
Independent Living Units	WCHS	Y	0	0	0	0	0	0	0
COMMUNITY AMENITIES									
Thank a Volunteer Day	Department of Local Government & Communities	N	2,000	2,000	0	1,000	0	0	0
Transfer Station	Mid West Development Commission	Y	5,000	5,000	0	0	5,000	0	4,160
RECREATION AND CULTURE									
Museum	MWDC	N	1,523	1,523	0	0	1,523	0	1,260
Museum	Museum Committee	Y	5,000	5,000	0	0	0	0	5,820
Enanty Barn	TBA	N	0	0	0	0	0	0	0
Littlewell	TBA	N	0	0	0	0	0	0	0
Railway Station	Lotterywest (Town Hall)	N	210,000	210,000	0	0	210,000	0	0
Railway Station	Lotterywest	N	35,000	35,000	0	0	35,000	0	0
Netball Courts	DSR	Y	100,000	200,000	(100,000)	0	150,000	0	0
Football Oval Lights	Football Club	Y	30,000	30,000	0	0	0	0	30,000
Expo for lighting Tower	Expo Lights	Y	15,000	15,000	0	0	45,000	45,000	15,000
Hockey Oval Lights	Hockey Club	Y						0	0
TRANSPORT									
Flood Damage Funding	WADRRA	Y	350,000	2,759,248	(2,409,248)	2,759,248	0	0	0
Direct Grant	Main Roads WA	Y	41,594	41,594	0	0	44,003	42,113	41,594
Blackspot Funding	Main Roads WA	Y	0	0	0	0	0	0	0
Regional Road Group	Main Roads WA	Y	515,333	515,333	0	0	515,333	438,190	429,440
Roads To Recovery	Department of Infrastructure	Y	0	0	0	0	0	983	0
Street Lighting	Main Roads WA	Y	2,500	2,500	0	2,500	0	0	2,080
ECONOMIC SERVICES									
Mingenew Hill Walk Trail	TBA	N	0	0	0	0	0	0	0
DrumMuster	Reimbursements	N	1,000	1,000	0	1,000	1,000	0	830
OTHER PROPERTY & SERVICES									
Industrial Subdivision	Mid West Development Commission	N	150,000	150,000	0	0	150,000	0	0
Rural Residential Subdivision	Mid West Development Commission	N	100,000	100,000	0	0	100,000	0	0
TOTALS			2,455,695	4,485,745	(2,030,050)	3,129,704	1,303,450	1,220,031	1,196,740

Operating	Operating	701,654	3,129,704	(1,911,317)		358,310	195,792
Non-Operating	Non-operating	1,701,450	1,303,450	(118,733)		840,704	894,954
Contribution & Reimbursement	Operating & Non Operating	52,591	52,191			21,017	105,994

SHIRE OF MINGENEW
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2018

Note 12: TRUST FUND

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

Description	Opening Balance 1 Jul 17	Amount Received	Amount Paid	Closing Balance 30-Apr-18
	\$	\$	\$	\$
Councillors Nomination Fees	0	560	(560)	0
BCITF Levy	0	495	0	495
BRB Levy	4	511	(514)	1
Autumn Committee	974	0	0	974
Community Bus	2,200	400	(400)	2,200
ANZAC Day Breakfast Donation	501	0	0	501
Building Relocation Bond	1,000	0	0	1,000
Mid West Industry Road Safety Alliance	21,294	68,700	(51,765)	38,230
Mingenew Cemetery Group	4,314	0	0	4,314
Bonds		0	0	0
Housing Bonds	1,428	0	0	1,428
Cool Room Bond	530	290	(290)	530
Outdoor Camera Bond	350	0	0	350
Animal Trap Bond	0	100	(100)	0
Projector Screen	0	0	0	0
Other Bonds	200	0	0	200
Rates Incentive Prizes	100	0	0	100
Sinosteel Community Trust Fund	0	0	0	0
Tree Planter - LCDC	88	0	0	88
Weary Dunlop Memorial	87	0	0	87
Mingenew P & C - NBN Rental	0	6,376	0	6,376
Joan Trust	2,161	0	(2,155)	6
Youth Advisory Council	746	0	0	746
Centenary Committee	897	0	0	897
Community Christmas Tree	432	0	0	432
Silverchain Committee	0	0	0	0
Seniors Donations	50	0	0	50
	37,356	76,872	(55,224)	59,005

SHIRE OF MINGENEW
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2018

Note 13: CAPITAL ACQUISITIONS

Infrastructure Assets		Amended Annual Budget	Original Full Year Budget	YTD Budget	YTD Actual	Variance (Over)/Under
Land Held for Resale						
Community Amenities						
Other Property & Services						
Industrial Area Development	4504	200,000	200,000	0	0	200,000
Total Land Held for Resale		200,000	200,000	0	0	200,000
Land & Buildings						
Shire Office	A001	10,000	10,000	8,330	909	9,091
Child Care Facility	0075	20,000	20,000	16,660	0	20,000
Lot 66 Shenton Street	H001	5,000	5,000	4,160	0	5,000
13 Moore Street	H005	5,000	5,000	4,160	0	5,000
King Street Triplex - Unit 1	H008	4,000	4,000	3,320	0	4,000
King Street Triplex - Unit 2	H009	4,000	4,000	3,330	0	4,000
King Street Triplex - Unit 3	H010	4,020	4,020	3,340	0	4,020
Staff Housing - 34 William Street (ex Silver Chain)	H011	12,000	12,000	9,980	113	11,887
Staff Housing - 2 Bedroom Key Worker Housing	H007	5,000	5,000	4,160	0	5,000
Lot 5 Field Street	H002	7,500	7,500	6,250	0	7,500
Lot 15 Field Street	H003	10,000	10,000	8,320	0	10,000
Lot 89 Victoria Street	H004	5,000	5,000	4,160	0	5,000
Aged Care Units	0165	297,526	265,000	247,940	301,649	(4,123)
Silver Chain House	0166	0	0	0	0	0
Town Hall	2434	300,000	300,000	100,000	0	300,000
Enanty Barn	0067	10,000	10,000	8,330	0	10,000
Museum	0068	25,000	25,000	20,830	0	25,000
Old Roads Building	0069	6,200	6,200	5,160	6,200	0
Old Railway Station	0070	70,000	70,000	58,330	0	70,000
Business Incubator	5964	100,000	100,000	83,330	0	100,000
Total Land & Building Total		900,246	867,720	600,090	308,872	591,374
Infrastructure - Other						
Waste Transfer Station	3084	140,000	140,000	116,640	146,350	(6,350)
Little Well Project	0071	35,000	35,000	29,150	0	35,000
Mingenew Hill Project	0142	40,000	40,000	33,074	2,700	37,300
Net Ball Court	0169	0	150,000	0	0	0
Bride Street Recreation Area	0141	100,000	100,000	83,330	0	100,000
Football Oval Lights	0140	140,000	140,000	116,660	157,164	(17,164)
Water Tanks & Reticulation	0167	12,000	12,000	10,000	0	12,000
Total Other Infrastructure		467,000	617,000	388,854	306,214	160,786

SHIRE OF MINGENEW
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2018

Note 13: CAPITAL ACQUISITIONS

Infrastructure Assets		Amended Annual Budget	Original Full Year Budget	YTD Budget	YTD Actual	Variance (Over)/Under
Furniture & Office Equip.						
Office PC's & Laptops	A201	8,000	8,000	6,660	0	8,000
Council Chamber - Tables & Chairs	A302	10,000	10,000	8,330	0	10,000
Christmas Lights	0065	3,000	3,000	2,500	0	3,000
Total Furniture & Office Equip.		21,000	21,000	17,490	0	21,000
Plant , Equip. & Vehicles						
Governance						
CEO Vehicle Replacement	A100	50,000	135,000	0	0	50,000
DCEO Vehicle Replacement	A101	40,000	86,000	0	0	40,000
Works Manager Vehicle	0170	40,000	86,000	0	0	40,000
Sundry Plant	0171	10,000	10,000	8,330	0	10,000
Portable Traffic Lights	0172	35,000	35,000	35,000	33,955	1,045
Grader	0174	345,000	345,000	287,500	333,000	12,000
Road Broom	0177	25,000	25,000	20,830	0	25,000
Slasher	0178	20,364	20,364	16,970	24,909	(4,545)
Total Plant, EQUIP & Vehicles		565,364	742,364	368,630	391,864	173,500
Roads & Bridges						
Roadworks Construction - Own Resources	0001	72,500	72,500	60,390	0	72,500
Mooriary Road (R2R)	6074	121,600	121,600	101,320	115,244	6,356
Special Purpose Grant - Yarragadee Bridge	6075	210,000	210,000	175,000	0	210,000
Mingenew Mullewa Road Reseal (RRG)	RR65	450,000	450,000	374,980	278,178	171,822
Nanekine Road	1205	0	0	0	0	0
RRG - Coalseam Road	RR61	323,000	323,000	269,140	257,525	65,475
Total Roads & Bridges		1,177,100	1,177,100	980,830	650,948	526,152
Capital Expenditure Total		3,330,710	3,625,184	2,355,894	1,657,898	1,672,812

9.2.2 ACCOUNTS FOR PAYMENT – MONTH ENDING 31 MARCH 2018

Location/Address: Shire of Mingenew
Name of Applicant: Shire of Mingenew
File Reference: ADM0042
Disclosure of Interest: Nil
Date: 11 May 2018
Author: Martin Whitely, Consultant
Senior Officer: Neil Hartley, Acting Chief Executive Officer

Summary

This report recommends that Council confirm the payment of creditors for the month of April 2018 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).

List of Payments
Payroll, Licensing & Credit Card

Background

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

Comment

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

Consultation

Nil

Statutory Environment

Local Government Act 1996, Section 6.4

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

Policy Implications

Payments have been made under delegation.

Financial Implications

Funds available to meet expenditure.

Strategic Implications

Nil

Voting Requirements

Simple Majority

OFFICER RECOMMENDATION – ITEM 9.2.2
--

That Council confirm the accounts as presented for April 2018 from the Municipal & Trust Fund totalling \$531,261.41 represented by Electronic Funds Transfers of EFT 11434 to 11503, Direct Deduction DD 8414.1, 2, 3, 4, 5 & 6, DD 8435.1, 2, 3, 4, 5 & 6, DD 8436.1 & 2 and Municipal Cheque numbers 8549 to 8552.

Date: 09/05/2018
Time: 7:54:06PM

Shire of MINGENEW
List of Accounts for 1 April 2018 to 30 April 2018

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Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
8549	10/04/2018	CITY OF GREATER GERALDTON	Registration Fees	M		51.70
8550	17/04/2018	CITY OF GREATER GERALDTON	Archiving Consultation Visit	M		467.50
8551	17/04/2018	SYNERGY	Rec Centre Power Account	M		3,800.50
8552	17/04/2018	WATER CORPORATION	Water Accounts for March 2018	M		6,048.80
EFT11434	10/04/2018	FIVE STAR BUSINESS EQUIPMENT & COMMUNICATIONS	Billing Period for March 2018	M		275.09
EFT11435	10/04/2018	RMS Regional Media Specialists	Billboard Advertisement	M		1,474.00
EFT11436	10/04/2018	Australian Services Union	Payroll deductions	M		27.45
EFT11437	10/04/2018	ABCO PRODUCTS	Cleaning Products	M		287.33
EFT11438	10/04/2018	AVON WASTE	Rubbish Collection Charges	M		4,844.42
EFT11439	10/04/2018	CHILD SUPPORT AGENCY	Payroll deductions	M		275.02
EFT11440	10/04/2018	DONGARA DRILLING & ELECTRICAL	Purchase of Water Pump	M		1,212.91
EFT11441	10/04/2018	DONGARA BUILDING & TRADE SUPPLIES	Building Supplies for 15 Field Street	M		97.32
EFT11442	10/04/2018	ELDERS LIMITED	Cement	M		9.90
EFT11443	10/04/2018	IRWIN PLUMBING SERVICES	Repairs to Kitchen Sink in Triplex 2	M		891.00
EFT11444	10/04/2018	LATERAL ASPECT	Account Fee for February 2018	M		5,230.13
EFT11445	10/04/2018	Len Hobson	Flood Damage Fees	M		4,350.00
EFT11446	10/04/2018	LGRCEU	Payroll deductions	M		20.50
EFT11447	10/04/2018	MINGENEW SHIRE COUNCIL	Payroll deductions	M		240.00

Date: 09/05/2018
Time: 7:54:06PM

Shire of MINGENEW
List of Accounts for 1 April 2018 to 30 April 2018

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Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
EFT11448	10/04/2018	MINGENEW BAKERY	February 2018 Bakery Account	M		271.55
EFT11449	10/04/2018	MINGENEW IGA X-PRESS & LIQUOR	IGA Account February 2018	M		553.84
EFT11451	10/04/2018	PEMCO DIESEL PTY LTD	MI 028 Serivce	M		2,909.45
EFT11452	10/04/2018	LANDMARK	Fertilizer for Main Oval	M		519.89
EFT11453	10/04/2018	SUNSET IT SOLUTIONS	IT Support Services	M		3,110.00
EFT11454	10/04/2018	TOTALLY WORKWEAR	Purchase of Uniforms	M		141.55
EFT11455	10/04/2018	Urbis	Review of Town Planning Scheme	M		519.75
EFT11456	10/04/2018	VELPIC	Monthly Velpic Fees	M		481.80
EFT11457	10/04/2018	WALGA	WALGA Training	M		200.00
EFT11460	13/04/2018	Kambo's Warehouse	Purchase of Ovens	M		2,392.00
EFT11461	16/04/2018	NAB BUSINESS VISA	CEO Credit card for the month of March 2018	M		261.77
EFT11462	16/04/2018	Motorpass	Fuel Purchases March 2018	M		14,098.05
EFT11463	17/04/2018	RMS Regional Media Specialists	Advertising Fees	M		2,200.00
EFT11464	17/04/2018	CR Justin Bagley	Councillors sitting fees	M		904.00
EFT11465	17/04/2018	ABCO PRODUCTS	Cleaning Products	M		35.92
EFT11466	17/04/2018	BRAMATT INSTALLATIONS WA	Light Repairs	M		8,463.95
EFT11467	17/04/2018	Courier Australia	Freight Costs	M		41.10
EFT11468	17/04/2018	CR GARY COSGROVE	Councillors sitting fees	M		904.00
EFT11469	17/04/2018	CENTRAL WEST CONCRETE	Kerbing Fees	M		10,818.50

Date: 09/05/2018
Time: 7:54:06PM

Shire of MINGENEW
List of Accounts for 1 April 2018 to 30 April 2018

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Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
EFT11470	17/04/2018	DONGARA DRILLING & ELECTRICAL	Air Conditioner Repair	M		711.39
EFT11471	17/04/2018	ELDERS LIMITED	Cement	M		33.00
EFT11472	17/04/2018	CR LEAH EARDLEY	Councillors sitting fees	M		904.00
EFT11473	17/04/2018	Fuel Fix	Purchase of Fuel Tank	M		12,284.80
EFT11474	17/04/2018	GERALDTON MOWER & REPAIR SPECIALISTS	Blades for Mower	M		458.00
EFT11475	17/04/2018	PETER GROOM SETTLEMENTS	Settlement Fees	M		931.60
EFT11476	17/04/2018	IRWIN PLUMBING SERVICES	Plumbing work for Transportable	M		3,000.00
EFT11477	17/04/2018	Iequip	Hire of Multi Roller	M		7,177.50
EFT11478	17/04/2018	Jocks Bobcat & Truck Hire	Preparation of Transfer Station	M		1,287.00
EFT11479	17/04/2018	LATERAL ASPECT	Service Fee January 2018	M		11,036.66
EFT11480	17/04/2018	CR Crispian Charles Reginald Lucken	Deputy president allowance and sitting fees	M		1,485.75
EFT11481	17/04/2018	MIDWEST AERO MEDICAL AIR AMBULANCE P/L	Professional Services Provided in March 2018	M		3,000.00
EFT11482	17/04/2018	MOOREVIEW PLANTS & TREES	Plants	M		575.52
EFT11483	17/04/2018	Kym McGlinn	Councillors Sitting fees	M		904.00
EFT11484	17/04/2018	CR Robert William Newton	Councillors sitting fees	M		904.00
EFT11485	17/04/2018	CR HELEN NEWTON	President allowance and sitting fees	M		3,361.00
EFT11486	17/04/2018	PEST A KILL WA	Exterra For 5 Field Street	M		660.00
EFT11487	17/04/2018	PPCA	Music Licence	M		224.06

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Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
EFT11488	17/04/2018	Portatech	Delivery Fees	M		990.00
EFT11489	17/04/2018	Sm & Jc Rowe	Gravel	M		13,200.00
EFT11490	17/04/2018	Roger Arnold	Works to Mingenew Museum	M		1,440.00
EFT11491	17/04/2018	LANDMARK	Pipe Fittings	M		326.68
EFT11492	17/04/2018	STANLEY VICTOR Stribley	Reimbursement	M		150.00
EFT11493	17/04/2018	Urbis	Review of Town Planning Scheme	M		1,138.50
EFT11494	17/04/2018	VELPIC	Monthly Velpic Fees	M		429.00
EFT11495	17/04/2018	Winc	Printer Cartridge	M		218.13
EFT11496	17/04/2018	Telstra Corporation	Telstra Account March 2018	M		1,725.98
EFT11497	17/04/2018	Jenny Thomas	JOAN TUST REIMBURSEMENT	T		2,155.05
EFT11498	30/04/2018	Hitachi Construction Machinery (Australia) Pty Ltd.	Purchase of John Deere Grader	M		366,300.00
EFT11499	30/04/2018	Lamp Replacement Australia	Purchase of Lamps for Recreation Centre	M		112.75
EFT11500	30/04/2018	Aj & Se Thurkle Family Trust	Bulldozer hire for Transfer Station	M		1,974.50
EFT11501	30/04/2018	FIVE STAR BUSINESS EQUIPMENT & COMMUNICATIONS	Photocopier rental for the month of April	M		421.30
EFT11502	30/04/2018	WESTNET PTY LTD	Office internet connection	M		260.09
EFT11503	30/04/2018	NAB BUSINESS VISA	CEO credit card for the Month of April 2018	M		815.98
DD8414.1	04/04/2018	WA SUPER	Payroll deductions	M		3,873.40
DD8414.2	04/04/2018	PERSONAL CHOICE PRIVATE FUND EWRAP SUPER	Superannuation contributions	M		1,263.75

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Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
DD8414.3	04/04/2018	Sun Super	Superannuation contributions	M		292.50
DD8414.4	04/04/2018	MLC SUPER FUND	Superannuation contributions	M		141.15
DD8414.5	04/04/2018	Colonial First Choice Super	Superannuation contributions	M		188.65
DD8414.6	04/04/2018	PRIME SUPER	Superannuation contributions	M		274.04
DD8435.1	18/04/2018	WA SUPER	Payroll deductions	M		4,300.53
DD8435.2	18/04/2018	Sun Super	Superannuation contributions	M		356.00
DD8435.3	18/04/2018	MLC SUPER FUND	Superannuation contributions	M		141.15
DD8435.4	18/04/2018	Colonial First Choice Super	Superannuation contributions	M		188.23
DD8435.5	18/04/2018	Australlian Super	Superannuation contributions	M		56.41
DD8435.6	18/04/2018	PRIME SUPER	Superannuation contributions	M		274.04
DD8436.1	04/04/2018	PERSONAL CHOICE PRIVATE FUND EWRAP SUPER	Superannuation contributions	M		657.80
DD8436.2	18/04/2018	PERSONAL CHOICE PRIVATE FUND EWRAP SUPER	Payroll deductions	M		226.83

REPORT TOTALS

Bank Code	Bank Name	TOTAL
M	MUNI - NATIONAL AUST BANK	529,106.36
T	TRUST- NATIONAL AUST BANK	2,155.05
TOTAL		531,261.41

Licensing , Payroll and Credit Card Transaction

Transport Licensing

Direct Debit from Muni Bank	
1/4/2018 to 30/4/2018	\$78,493.20

Staff Payroll

PPE 4/4/2018	\$26,469.51
PPE 13/4/2018	\$37,509.60
PPE 18/4/2018	\$40,307.14

Credit Card

CEO's Credit Card April 2018	\$451.98
Works Manager Credit Card April 2018	\$364.00

9.3 ADMINISTRATION

Nil

9.4 TOWN PLANNING

Nil

9.5 BUILDING

Nil

10.0 ELECTED MEMBERS/MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

Nil

11.0 NEW BUSINESS OF AN URGENT NATURE INTRODUCED BY DECISION OF MEETING

11.1 ELECTED MEMBERS

11.2 STAFF

12.0 CONFIDENTIAL ITEMS

Nil

13.0 TIME AND DATE OF NEXT MEETING

Next Ordinary Council Meeting to be held on Wednesday 20 June 2018 commencing at 4.30pm.

14.0 CLOSURE