



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

Wednesday 19 September 2018

Shire of Mingenew

Ordinary Council Meeting Notice Paper

19 September 2018

Madam President and Councillors,

An Ordinary Meeting of Council is called for Wednesday, 19 September 2018, in the Council Chambers, Victoria Street, Mingenew, commencing at 4.30 pm.

Nils Hay
Chief Executive Officer

13 September 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.

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.

PROCEDURE FOR PUBLIC QUESTION TIME, DEPUTATIONS, PRESENTATIONS AND PETITIONS AT COUNCIL MEETINGS

Council thanks you for your participation in Council Meetings and trusts that your input will be beneficial to all parties. Council has a high regard for community input where possible, in its decision making processes.

Petitions A formal process where members of the community present a written request to the Council.	Deputations A formal process where members of the community request permission to address Council or Committee on an issue.	Presentations An occasion where awards/gifts may be accepted by the Council on behalf of the community, when the Council makes a presentation to a worthy recipient or when agencies may present a proposal that will impact on the Local Government
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PROCEDURE FOR DEPUTATIONS

The Council allows for members of the public to make a deputation to Council on an issue related to Local Government business. Any person or group wishing to be received as a deputation by the Council shall send to the CEO an application:

- I. Setting out the agenda item to which the deputation relates;
- II. Whether the deputation is supporting or opposing the officer's or Committee's recommendation; and
- III. Include sufficient detail to enable a general understanding of the purpose of the deputation.

Notice of deputations need to be received by 5pm on the day before the meeting and agreed to by the Presiding Member. Please contact the Shire via telephone on 99281192 or email governance@mingenew.wa.gov.au to arrange your deputation.

Where a deputation has been agreed to, during the meeting the Presiding Member will call upon the relevant person(s) to come forward and address Council.

A Deputation invited to attend a Council meeting:

- I. is not to exceed five (5) persons, only two (2) of whom may address the Council, although others may respond to specific questions from Members;
- II. is not to address the Council for a period exceeding ten (10) minutes without the agreement of the Council; and
- III. additional members of the deputation may be allowed to speak with the agreement of the Presiding Member.

Council is unlikely to take any action on the matter discussed during the deputation without first considering an officer's report on that subject in a later Council agenda.

PROCEDURE FOR PRESENTATION

Notice of presentations being accepted by Council on behalf of the community, or agencies presenting a proposal, need to be received by 5pm on the day before the meeting and agreed to by the Presiding Member. Please contact the Shire via telephone on 99281102 or email governance@mingenew.wa.gov.au to arrange your presentation.

Where the Council is making a presentation to a worthy recipient, the recipient will be advised in advance and asked to attend the Council meeting to receive the award.

All presentations will be received / awarded by the Shire President or an appropriate Councillor.

PROCEDURE FOR PETITIONS

Please note the following protocol for submissions of petitions. Petitions must:

- be addressed to the Shire President.
- be made by electors of the district.
- state the request on each page of the petition.
- contain the names, addresses and signatures of the elector(s) making the request, and the date each elector signed.
- contain a summary of the reasons for the request.
- state the name and address of the person whom arranged the petition for correspondence to be delivered to, as correspondence is not sent to all the signatures on the petition.

Where a petition does not relate to or conform to the above it may be treated as an 'informal' petition and the Chief Executive Officer may at his discretion forward the petition to Council accompanied by an officer report.

PROCEDURE FOR PUBLIC QUESTION TIME

The Council extends a warm welcome to you in attending any meeting of the Council. Council is committed to involving the public in its decision making processes whenever possible, and the ability to ask questions during 'Public Question Time' is of critical importance in pursuing this public participation objective.

Council (as required by the Local Government Act 1995) sets aside a period of 'Public Question Time' to enable a member of the public to put up to two (2) questions to Council. Questions should only relate to the business of Council and should not be a statement or personal opinion. Upon receipt of a question from a member of the public, the Shire President may either answer the question or direct it to a Councillor or an Officer to answer, or it will be taken on notice.

Having regard for the requirements and principles of Council, the following procedures will be applied in accordance with the Shire of Mingenew Standing Orders Local Law 2017:

1. Public Questions Time will be limited to fifteen (15) minutes.
2. Public Question Time will be conducted at an Ordinary Meeting of Council immediately following "Responses to Previous Public Questions Taken on Notice".
3. Each member of the public asking a question will be limited to two (2) minutes to ask their question(s).
4. Questions will be limited to two (2) per person.
5. Please state your name and address, and then ask your question.
6. Questions should be submitted to the Chief Executive Officer in writing by 5pm on the day before the meeting and be signed by the author. This allows for an informed response to be given at the meeting.
7. Questions that have not been submitted in writing by 5pm on the day before the meeting will be responded to if they are straightforward.
8. If any question requires further research prior to an answer being given, the Presiding Member will indicate that the "question will be taken on notice" and a response will be forwarded to the member of the public following the necessary research being undertaken.
9. Where a member of the public provided written questions then the Presiding Member may elect for the questions to be responded to as normal business correspondence.
10. A summary of the question and the answer will be recorded in the minutes of the Council meeting at which the question was asked.

- **During the meeting, no member of the public may interrupt the meetings proceedings or enter into conversation.**
- **Members of the public shall ensure that their mobile telephone and/or audible pager is not switched on or used during any meeting of the Council.**
- **Members of the public are hereby advised that use of any electronic, visual or audio recording device or instrument to record proceedings of the Council is not permitted without the permission of the Presiding Member.**

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SHIRE OF MINGENEW

AGENDA FOR ORDINARY MEETING OF COUNCIL TO BE HELD IN COUNCIL CHAMBERS ON 19 SEPTEMBER 2018 COMMENCING AT 4.30pm

1.0 DECLARATION OF OPENING/ANNOUNCEMENT OF VISITORS

2.0 RECORD OF ATTENDANCE/APOLOGIES/APPROVED LEAVE OF ABSENCE

APOLOGIES

Nil

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

7.0 CONFIRMATION OF PREVIOUS MEETING MINUTES

7.1.1 ORDINARY MEETING HELD 22 AUGUST 2018

OFFICER RECOMMENDATION – ITEM 7.1.1

That the minutes of the Ordinary Meeting of the Shire of Mingenew held in the Council Chambers on 22 August 2018 be confirmed as a true and accurate record of proceedings.

8.0 ANNOUNCEMENTS BY PRESIDING PERSON WITHOUT DISCUSSION

9.0 OFFICERS REPORTS

9.1 CHIEF EXECUTIVE OFFICER

9.1.1 COUNCIL DELEGATION- AMENDMENT TO 'CD13 DELEGATIONS UNDER THE BUSH FIRE ACT 1954' DELEGATION

Location/Address:	22 Victoria St Mingenew
Name of Applicant:	Not Applicable
Disclosure of Interest:	Nil
File Reference:	ADM0342
Date:	12 September 2018
Author:	Belinda Bow, GO

Summary

To empower the Chief Executive Officer and the Chief Bush Fire Control Officer in being able to implement changes quickly and efficiently in response to seasonal conditions, it is recommended that Council delegate s18(5) to the aforementioned officers as per Attachment 1.

Attachment

Attachment 1- Proposed CD13 Delegations under the Bush Fires Act 1954

Background

Council reviewed its delegations under the Bush Fire Act 1954 “the Act” in June 2018, however additional powers are proposed to be delegated to increase administrative efficiency for the management of the upcoming fire season.

Comment

It has been noted that Council have not delegated the power of section 18(5) of the Bush Fire Act 1954 to an officer/s when the Delegation Register was last reviewed in June 2018. This section of the Act if delegated, allows the delegate to vary the restricted burning time for the district without a Council resolution, subject to the provisions of the Act such as public notice, length of extension/shortening and DPAW consultation (Department of Parks and Wildlife). Currently there is delegation in place for variation to the Prohibited Burning Period but due to oversight on behalf of the administration, not the Restricted Burning Time.

The proposed delegation in full is presented as Attachment 1.

Please note that under the proposed delegation the Chief Bush Fire Control Officer is delegated s18(5) *jointly* with the President (see the conditions). The CEO would be able to exercise the power exclusively.

The condition which excludes the CEO from exercising s17 (vary the prohibited burning time) has also been removed in line with WALGA recommendations to allow the CEO to be able to exercise the power exclusively, in case either of the joint delegates, being the Chief Bush Fire Control Officer and the President, are unavailable.

Consultation

Nil

Statutory Environment

Bush Fire Act 1954

Section 18- Restricted burning times may be declared by FES Commissioner

- (5) Subject to subsection (5B) in any year in which a local government considers that seasonal conditions so warrant the local government may, after consultation with an authorised CALM Act officer if forest land is situated in its district —
- (a) vary the restricted burning times in respect of that year in the district or a part of the district by —
 - (i) shortening, extending, suspending or reimposing a period of restricted burning times; or
 - (ii) imposing a further period of restricted burning times;or
 - (b) vary the prescribed conditions by modifying or suspending all or any of those conditions.
- (5B) A variation shall not be made under subsection (5) if that variation would have the effect of —
- (a) shortening the restricted burning times by; or

- (b) suspending the restricted burning times, or any prescribed condition, for, more than 14 successive days during a period that would, in the absence of the variation under subsection (5), be part of the restricted burning times for that zone in that year.
- (5C) The provisions of section 17(8), (9), (10) and (11), with the necessary adaptations and modifications, apply to and in relation to the variation of restricted burning times or prescribed conditions by a local government, as if those provisions were expressly incorporated in this section.....

Section 48- Delegation by local governments

- (1) A local government may, in writing, delegate to its chief executive officer the performance of any of its functions under this Act.

Section 17- Prohibited burning times may be declared by Minister

- (7) Subject to subsection (7B), in any year in which a local government considers that seasonal conditions warrant a variation of the prohibited burning times in its district the local government may, after consultation with an authorised CALM Act officer if forest land is situated in the district, vary the prohibited burning times in respect of that year in the district or a part of the district by —
- (a) shortening, extending, suspending or reimposing a period of prohibited burning times; or
 - (b) imposing a further period of prohibited burning times....
- ... (10) A local government may by resolution delegate to its mayor, or president, and its Chief Bush Fire Control Officer, jointly its powers and duties under subsections (7) and (8).

Financial Implications

No direct financial implications.

Policy Implications

No implications to Shire policies- the legislation provides for the varying of the Burning times.

Voting Requirements

Absolute Majority

OFFICER RECOMMENDATION – ITEM 9.1.1

That Council amend the delegation titled ‘CD13 Delegations under the Bush Fire Act 1954’ to read as presented in Attachment 1.

SHIRE OF MINGENEW - COUNCIL DELEGATION

Title:	Delegations under the Bush Fire Act 1954		
Authorisation No.:	CD13		
Authorisation from:	Council	Authorised to:	Chief Executive Officer Chief Bush Fire Control Officer Shire President
Date Adopted:	19/09/2018	Date Last Reviewed:	26/06/2018

Statutory power to delegate:	Bush Fires Act 1954 Section 17(10) - Prohibited burning times Section 48 - Delegation by local governments Section 59(3) - Prosecution of offences
Statutory Power delegated:	Bush Fires Act 1954 Section 17 - Prohibited burning times may be declared by Minister Section 18 - Restricted burning times may be declared by FES Commissioner Section 27(2) & (3)- Prohibition on use of tractors or engines except under certain conditions Section 33- Local government may require occupier of land to plough or clear fire-break Section 36- Local government may expend moneys in connection with control and extinguishment of bush fires Section 38 - Local government may appoint bush fire control officer Section 46- Bush fire control officer or forest officer may postpone lighting fire Section 59(3) - Prosecution of offences Section 59A(2) Alternative procedure – Infringement notices
Function Delegated: This detail is provided as a reference only. Delegates shall only act in full understanding of the delegated legislative power, inclusive of conditions [refer below].	<p>Authority to:</p> <ol style="list-style-type: none"> 1. Vary the prohibited burning times in respect of that year in the district or a part of the district and give notice of the variation to any local government whose district adjoins that district [s17(7), s17(8)] 2. Vary, where seasonal conditions warrant it and after consultation with an authorised CALM Act officer, the restricted burning times in respect of that year [s.18(5)]. 3. Give notice in writing to an owner/occupier of land to plough, cultivate, scarify, burn or otherwise clear upon the land fire-breaks [s33(1)] 4. At the request and expense of the landowner or occupier, authorise any such works for the removal or abatement of a fire danger [s33(6)] 5. Purchase and maintain appliances, equipment, and apparatus for the prevention, control and extinguishment of bush fires [36(a)] 6. Clear a street, road or reserve vested in the local government of bush and other inflammable material for the purpose of preventing the occurrence or spread of a bushfire [s36(b)] 7. Establish and maintain bush fire brigades as a part of its organisation for the prevention, control, and extinguishment of bush fires [s36(d)] 8. Appoint bush fire control officers under and for the purposes of the Bush Fire Act 1954 and cause notice [s38(1) and s38(2)]. 3. Issue authorised bush fire control officers with a certificate of appointment [s38(2E)] 4. Prohibit the operation in its district of any vehicles and/or equipment. 5. Authority to prohibit or postpone the lighting of a fire, despite a permit having been issued, where in the opinion of the Delegate the lighting of a fire would be or become a source of danger by escaping from the land on which it is proposed to be lit [s.46(1A)]. 6. Issue infringement notices and instigate proceedings in the name of the local government against any person alleged to have committed an offence against this Act within the district [s59 and 59A].

Conditions.

1. The Chief Bush Fire Control Officer is delegated the below points only-
 - a) Section 17(7)(8) and s18(5) is delegated to the President and the Chief Bush Fire Control Officer *jointly* and is subject to the provisions of section 17 of the Bush Fire Act 1954 (as per s17(10)).
 - b) Section 27 is delegated to the Chief Bush Fire Officer and subject to local public notice in accordance with s27(3)
2. The CEO is delegated all provisions listed within this delegation.
3. Subject to the reporting of the exercise of this delegation to the Concept Forum each month.

9.1.2 APPOINTMENT OF ACTING CHIEF EXECUTIVE OFFICER POLICY

Location/Address: Shire of Mingenew
Name of Applicant: Nils Hay, Chief Executive
Disclosure of Interest: Officer Nil
File Reference: ADM0489
Date: 9 September 2018
Author: Nils Hay, Chief Executive Officer

Summary

This report introduces a policy to guide Council and the Chief Executive Officer (CEO) for the appointment of an Acting Chief Executive Officer (ACEO).

Attachment

1.3.5 Appointment of Acting Chief Executive Officer Policy.

Background

At present, Council has no formal policy in this area. Previous appointments of an ACEO have been by Council resolution.

Comment

The introduction of this policy provides clarity for CEO and Council regarding the circumstances in which an ACEO appointment is required, and the general process through which that appointment will take place.

It provides Council with the opportunity to pre-endorse existing Shire staff to serve as ACEO, and gives the CEO the flexibility to make those appointments (for periods of up to four weeks) as needed without requiring a specific Council resolution to do so for each instance.

Consultation

Lynn Fogg, WALGA

Statutory Environment

Local Government Act 1995

5.36 *Local government employees*

- (1) A local government is to employ —
 - (a) a person to be the CEO of the local government; and
 - (b) such other persons as the council believes are necessary to enable the functions of the local government and the functions of the council to be performed.
- (2) A person is not to be employed in the position of CEO unless the council —
 - (a) believes that the person is suitably qualified for the position; and
 - (b) is satisfied* with the provisions of the proposed employment contract.

* *Absolute majority required.*

- (3) A person is not to be employed by a local government in any other position unless the CEO —
 - (a) believes that the person is suitably qualified for the position; and
 - (b) is satisfied with the proposed arrangements relating to the person's employment.

5.40 *Principles affecting employment by local governments*

The following principles apply to a local government in respect of its employees —

- (a) employees are to be selected and promoted in accordance with the principles of merit and equity; and
- (b) no power with regard to matters affecting employees is to be exercised on the basis of nepotism or patronage; and
- (c) employees are to be treated fairly and consistently; and
- (d) there is to be no unlawful discrimination against employees or persons seeking employment by a local government on a ground referred to in the *Equal Opportunity Act 1984* or on any other ground; and
- (e) employees are to be provided with safe and healthy working conditions in accordance with the *Occupational Safety and Health Act 1984*; and
- (f) such other principles, not inconsistent with this Division, as may be prescribed.

5.41 *Functions of CEO*

The CEO's functions are to —

- (a) advise the council in relation to the functions of a local government under this Act and other written laws; and
- (b) ensure that advice and information is available to the council so that informed decisions can be made; and
- (c) cause council decisions to be implemented; and
- (d) manage the day to day operations of the local government; and
- (e) liaise with the mayor or president on the local government's affairs and the performance of the local government's functions; and
- (f) speak on behalf of the local government if the mayor or president agrees; and
- (g) be responsible for the employment, management supervision, direction and dismissal of other employees (subject to section 5.37(2) in relation to senior employees); and
- (h) ensure that records and documents of the local government are properly kept for the purposes of this Act and any other written law; and
- (i) perform any other function specified or delegated by the local government or imposed under this Act or any other written law as a function to be performed by the CEO.

Policy Implications

This report seeks to introduce a formal policy into this space. At present, none exists and Council relies upon the provision of the Local Government Act 1995.

Financial Implications

There will be an increase to the remuneration of the elevated staff member while they are serving as ACEO, with the salary being in line with the Salaries and Allowances Tribunal determination, which is published in the Government Gazette from time to time.

Strategic Implications

Community Strategic Plan

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

Outcome 4.2.3 – Provide long term strategic leadership

Outcome 4.5.1 – Ensure compliance with local, town planning, building and health and all other legislation

Voting Requirements

Simple Majority

OFFICER RECOMMENDATION – ITEM 9.1.2

That Council:

- 1. Note the contents of the report; and**
- 2. Adopt 1.3.5 Appointment of Acting Chief Executive Officer**

COUNCIL POLICY
Administration

1.3.5

Title:	<u>1.3.5 APPOINTMENT OF ACTING CHIEF EXECUTIVE OFFICER</u>
Adopted:	19/09/2018
Reviewed:	-
Associated Legislation:	Local Government Act 1995 Local Government (Administration) Regulation 1996
Associated Documents:	Council Resolution of pre-endorsed staff
Review Responsibility:	Governance
Delegation:	N/A

Previous Policy Number/s -

Objective:

To provide for the appointment of Shire staff to serve as Acting Chief Executive Officer (ACEO) during limited absences of the Chief Executive Officer (CEO).

Policy Statement:

1. The written consent (where practical) must be obtained from the Shire President (or Deputy Shire President in the absence of the President) prior to taking of annual leave by the CEO in line with this policy and contract.
2. In accordance with the requirements of the Local Government Act 1995, section 5.36(2)(a), the Council will endorse suitably qualified staff to perform the role of ACEO.
3. Endorsed staff will be appointed to the role of ACEO at the discretion of the CEO, subject to performance and dependent on availability and operational requirements.
4. Appointment of an ACEO is not required during periods when the CEO is away from the office on local government business in the State of Western Australia.
5. Appointment of an ACEO is not required or during short periods of leave (up to 5 days) when the CEO is contactable and in the State of Western Australia.
6. The CEO may, at their discretion, appoint an ACEO during short periods of leave if they believe the operational requirements of the Shire warrant such an appointment.
7. For periods in excess of four weeks a separate report on each occasion is to be presented to Council for a formal resolution to extend the appointment of the ACEO or appoint another person to act in the CEO position. However, such a period is not to exceed twelve (12) months.
8. The CEO may, at their discretion, negotiate the remuneration for officers assuming the role of ACEO, provided it is within the range set by the Salaries and Allowances Tribunal through a determination published in the Government Gazette from time to time.

9.1.3 LEASE ASSIGNMENT - PART LOT 303, ELEANOR STREET, MINGENEW

Location/Address: Part Lot 303, Eleanor Street, Mingenew
Name of Applicant: Centrel Pty Ltd
Disclosure of Interest: Nil
File Reference: ADM0274
Date: 9 September 2018
Author: Nils Hay, Chief Executive Officer

Summary

This report seeks further Council consideration to the assignment of the existing lease for the fuel supply service at Part Lot 303, Eleanor Street, Mingenew. from Centrel Pty Ltd, to Gradow Pty Ltd as trustee for AG & PF McWhirter Family Trust.

Attachments

Updated 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 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.

At the May 2018 Ordinary Council Meeting, the following decision was made:

OFFICER RECOMMENDATION AND COUNCIL DECISION – ITEM 9.1.5

Moved: Cr GJ Cosgrove

Seconded: Cr CR Lucken

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.**

VOTING DETAILS:

CARRIED 7/0 BY ABSOLUTE MAJORITY

Following this decision, the Shire has been in contact with Gradow's legal representatives to seek amendments to the Deed of Extension and Assignment to maintain the interests of the Shire.

The updated document is attached, and it is noted that the Shire's requested amendments have generally been incorporated. During this process however, the name of the Assignee has changed from "Gradow Pty Ltd" to "Gradow Pty Ltd as trustee for AG & PF McWhirter Family Trust". Given that Council's initial conditional

endorsement, outlined above, did not specifically endorse this assignee, the matter has been returned for further Council consideration.

Comment

The Shire has sought legal advice regarding this matter, attached. In summary, the risk profile of assignment to “Gradow Pty Ltd as trustee for AG & PF McWhirter Family Trust” is slightly higher than that of assignment to “Gradow Pty Ltd”, however there are existing provisions in the deed of assignment to manage this risk, and our advice includes additional clauses which may be added to augment this.

Council has also sought and received a Letter of Comfort from the McWhirter family’s accountant (Abbotts Chartered Accountants), dated 28 June 2018, which gave the opinion that “Gradow in its capacity as trustee as of the date of this correspondence has the financial capacity to comply with the terms of the assigned lease.”

Consultation

Civic Legal

Neil Hartley, Casual Project Officer

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 up to \$3,000 excluding GST.

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 9.1.3

1. Notes the contents of this report;
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;
3. Conditionally endorses the assignment of the existing lease to Gradow Pty Ltd as trustee for AG & PF McWhirter Family Trust; and
4. Delegates to the CEO the authority to negotiate and enter into 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 [as trustee for AG & PF McWhirter Family Trust](#)
[ABN 65 36 709 52 33](#) (**Assignee**)

Comment [HG1]: Amendment requested by B. Abbott

Contact - Catherine Wheeler, Partner, c.wheeler@hopgoodganim.com.au

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Extension and Assignment of Lease



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 as trustee for AG & PF McWhirter Family Trust ABN 65 36 709 52 33
Address	c/- Abbots, 813 Wellington Street, West Perth WA 6005

Extension and Assignment of Lease



Assignment Date	<u>[insert date] 1 November 2018</u>
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 <u>(formally known as Part of Lot 303, Eleanor Street, Mingenew Western Australia and formerly part of the land comprised in Certificate of Title Volume 2595, Folio 416)</u>
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	<u>\$TBA</u> per annum excluding GST <u>(\$TBA per month excluding GST)</u> as from the commencement date of the Further <u>Term</u>
Option Clause	Clause 13 of the Lease

Comment [HG2]: HG - Date proposed by BP

Comment [HG3]: Amendment inserted to clarify query raised by the Shire with regard to the former title

Comment [HG4]: Shire to confirm

1.2 Definitions

In this document:

Amendment Date means the date described in the Reference Schedule being the date on which the Lease Amendments take effect.

Amendment Schedule means the schedule contained in Schedule 1.

Assignment means the assignment of all the Assignor's right, title and interest in the Lease to the Assignee.

Comment [HG5]: HG amendments - New definitions required as a result of new clause 2 - Amendment of Lease

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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;

Extension and Assignment of Lease



- (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.

Lease Amendments mean the amendments made to the Lease in accordance with the Amendment Schedule and this document.

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:

Extension and Assignment of Lease



- (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. Amendment of Lease covenants

2.1 Lease Amendments

The Lease is amended as from the Amendment Date in accordance with the Lease Amendments.

Comment [HG6]: Please refer to Schedule 1. Amendment inserted to clarify insurance obligations of Assignee under the Lease, in response to query from B. Abbott

Extension and Assignment of Lease



2.2 Lessor's consent

- (a) The Lessor consents to the Lease Amendments as from the Amendment Date on the terms and conditions contained in this document.
- (b) The consent of the Lessor to the Lease Amendments:
 - (1) is restricted to the particular Lease Amendments referred to in this document;
 - (2) does not extend to any further amendment or other dealing concerning the Lease or any party to the Lease (whether or not the Lessor has knowledge of it);
 - (3) is not a waiver of any breach by the Assignor or any other party under the Lease; and
 - (4) does not otherwise vary the Lease or discharge any party from it, except to the extent that this document may otherwise specify.

2.3 Consent by all other parties

Each other party to this document consents to:

- (a) the Lease Amendments as from the Amendment 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.

2.4 Confirmation of liability

The Assignor and the Assignee confirm to the Lessor that:

- (a) they must each perform the Lease as amended by the Lease Amendments; and
- (b) the liability of those parties under the Lease continues as from the Amendment Date, is not discharged by this document, and extends to all obligations of those parties under the Lease, except to the extent that this document may otherwise specify.

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2.3. Extension of Lease Term covenants

2.4.1 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.

Extension and Assignment of Lease



2-23.2 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.

3.4. 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).

4.5. 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.

5.6. 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.

6.7. 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

Extension and Assignment of Lease



- (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.

7.8. 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.

7.28.2 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.

7.38.3 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.
- ~~(b)~~

9. Preservation of Lessor's Rights and Lessor's Consent

The Lessor consents to this assignment of the Lease, but nothing in this document:

- (a) releases the Assignor from the obligation to pay the money payable for outgoings and services due by it under the Lease and to observe and perform the covenants, conditions and provisions express or implied in the Lease and to be observed and performed by the tenant under the Lease prior to the Assignment Date;
- (b) affects any Claim which the Lessor has or may have against the Assignor in respect of any antecedent breaches of the tenant's obligations under the Lease that have occurred, or that will occur, prior to the Assignment Date; or
- (c) is evidence that the Assignor's obligations under the Lease have been duly observed and performed.

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Comment [HG7]: Amendment requested by the Shire

Extension and Assignment of Lease



~~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.~~

~~9.10.~~ **Environmental**

~~9.10.1~~ **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.

~~9.210.2~~ **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.

~~9.310.3~~ **Survival**

This clause survives the termination of the Lease.

Comment [HG8]: HG note.
We will email the Baseline Report 2018 to be Annexed to this Deed

Extension and Assignment of Lease



10.11. Miscellaneous

10.11.1 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 sixth 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.

Comment [HG9]: HG comment to Shire. This notice clause does not replace the existing clause in the Lease regarding notices. It is intended to relate to notices served in connection with this Deed only. No amendment is required.

Comment [HG10]: Amendment requested by the Shire to reflect Australia Post guidelines

10.211.2 Costs

(a) The Assignor must pay the reasonable legal expenses of the Lessor in connection with the application for consent or the granting of consent by the Lessor and completion of the assignment documents up to a maximum of \$3,000 (plus GST).

Comment [HG11]: Amendment requested by the Shire

~~(a)~~(b) 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)~~(c) 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)~~(d) This clause applies whether or not this document or any transaction contemplated by it is completed.

Extension and Assignment of Lease



~~40.3~~11.3 **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.

~~40.4~~11.4 **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.

~~40.5~~11.5 **Governing law**

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

~~40.6~~11.6 **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.

~~40.7~~11.7 **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;

Extension and Assignment of Lease



- (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.

~~40.8~~11.8 **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.

~~40.9~~11.9 **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.

~~40.10~~11.10 **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.

~~40.11~~11.11 **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.

Extension and Assignment of Lease



40.4211.12 **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.

40.4311.13 **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

Extension and Assignment of Lease



Schedule 1 - Lease Amendments

1.1 Lessee's insurance regime

Clause 3.2 of the Lease is amended to read as follows:

"NOT APPLICABLE".

Comment [HG12]: Amendment proposed by B. Abbott

DRAFT

Extension and Assignment of Lease



Signing page

Signed sealed and delivered by the Shire of Mingenew as Lessor by its Chief Executive Officer [in accordance with section 9.49A\(i\)\(b\) of the Local Government Act 1995](#) in the presence of

Comment [HG13]: Amendment requested by the Shire

Signature of Witness

Signature of Chief Executive Officer

Print full name of Witness

Executed as a deed by Centrel Pty Ltd ACN 091 614 677 as the Assignor on the ____ day of ____ 2018

Director

Director / Secretary

Print full name of Director

Print full name of Director / Secretary

Executed as a deed by Gradow Pty Ltd ACN 008 972 281 [as trustee for AG & PF McWhirter Family Trust ABN 65 36 709 52 33](#) as the Assignee on the ____ day of ____ 2018

Sole Director / Secretary

Allan George McWhirter

Print full name of sole Director / Secretary



DRAFT

9.2 FINANCE

9.2.1 FINANCIAL STATEMENTS FOR PERIOD ENDING 31 AUGUST 2018

Location/Address: Shire of Mingenew
Name of Applicant: Shire of Mingenew
Disclosure of Interest: Nil
File Reference: ADM0304
Date: 12 September 2018
Author: Martin Whitely, Consultant

Summary

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

Attachment

Finance Report for period ending 31 August 2018

Background

The Monthly Financial Report to 31 August 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	\$171,232
Restricted Funds (Unspent Grants) – 3 Month Term Deposit @ 2.50%	\$708,000
3 Month Term Deposit @ 2.50%	\$321,519
Trust Fund	\$21,292
Reserve fund (6 Month Term Deposit) @ 2.50%	\$406,162

MINGENEW SHIRE COUNCIL ORDINARY MEETING AGENDA – 19 September 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 August 2018;

	Current	Credit	30+ Days	60+ Days	90+ Days	TOTAL
Amount	(\$4,333)	\$3,531	\$45,420	\$1,969	\$6,054	\$53,091

Rates Outstanding at 31 August 2018 were:

	August 2018	July 2018
Rates	\$1,807,770	\$29,839
Rubbish	\$55,926	\$3,422
ESL	\$27,318	\$1,670
TOTAL	\$1,891,014	\$34,931

The Statement of Financial Activities Report contains explanations of Councils adopted variances for the 2018/19 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

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

SHIRE OF MINGENEW
MONTHLY FINANCIAL REPORT
For the Period Ended 31 August 2018

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

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Report Purpose

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

Overview

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

Statement of Financial Activity by reporting program

Is presented on page 6 and shows a surplus as at 31 August 2018 of \$3,019,921.

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

Preparation

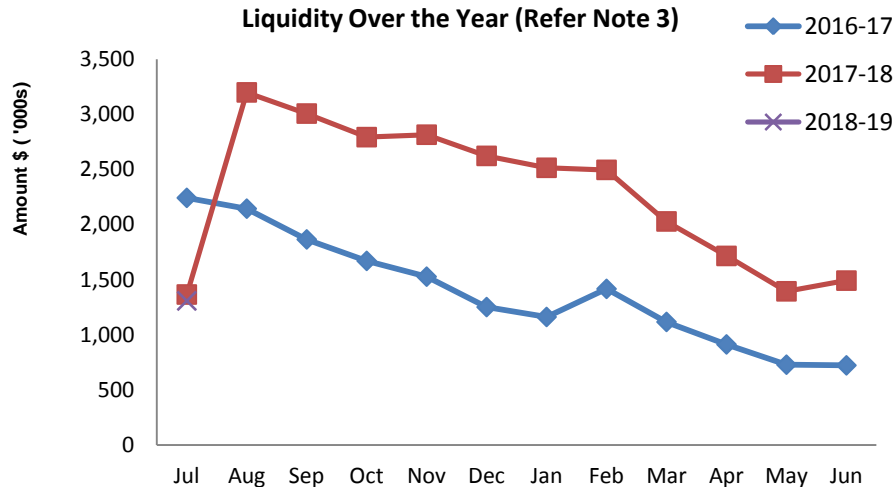
Prepared by: Martin Whitely
Reviewed by: Martin Whitely
Date prepared: 13/09/2018

Shire of Mingenew

Monthly Summary Information

For the Period Ended 31 August 2018

Liquidity Over the Year (Refer Note 3)



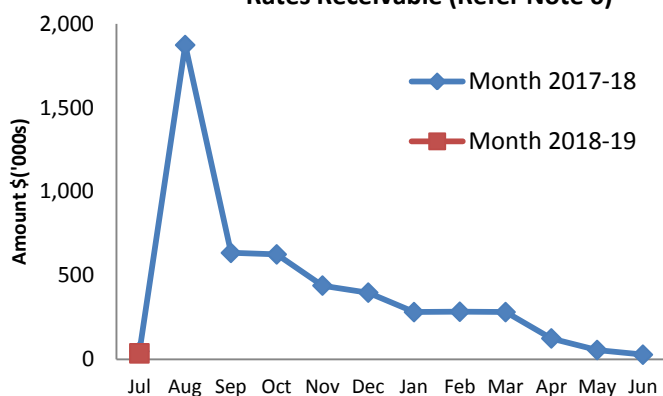
Cash and Cash Equivalents as at period end

Unrestricted	\$ 576,999
Restricted	\$ 985,372
	<u>\$ 1,562,370</u>

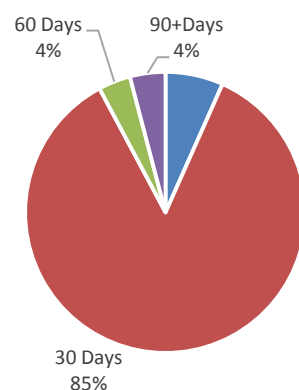
Receivables

Rates	\$ 1,894,014
Other	\$ 52,881
	<u>\$ 1,946,895</u>

Rates Receivable (Refer Note 6)



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



Comments

Ratesto be issued on 30 August 2018
 First instalment due 5 October 2018
 Second Instalment due 6 December 2018
 Third instalment due 7 February 2019
 4th & Final instalment due 8 April 2019

SUMMARY OF BILLING

Rates	0
Rubbish	0
ESL	0
	<u>0</u>

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

Shire of Mingenew

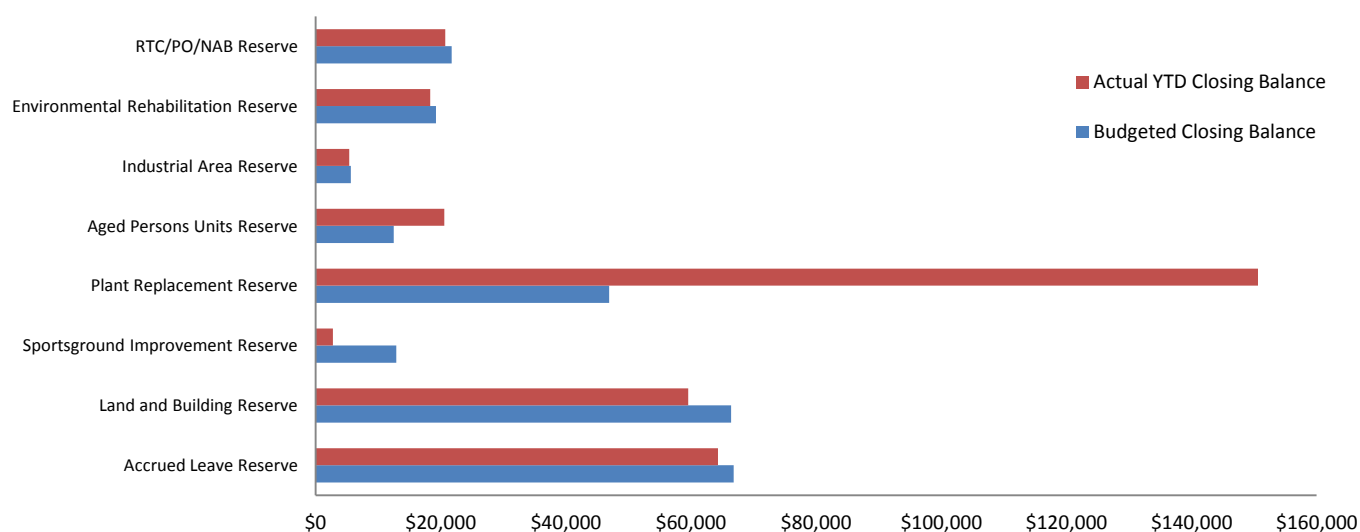
Monthly Summary Information

For the Period Ended 31 August 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.

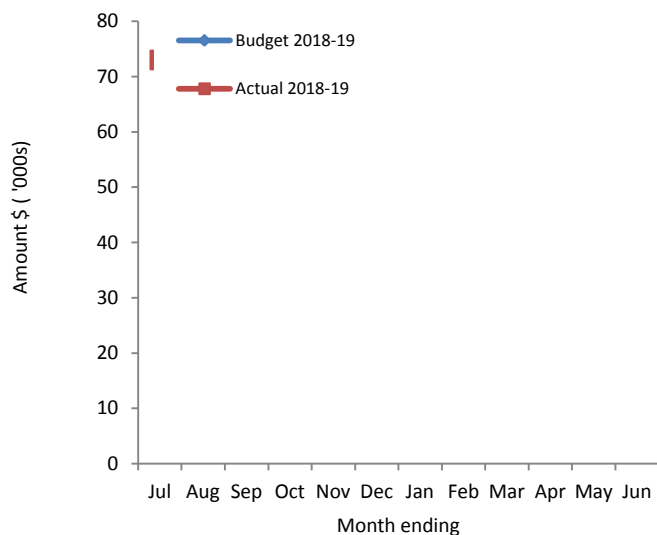
Shire of Mingenew

Monthly Summary Information

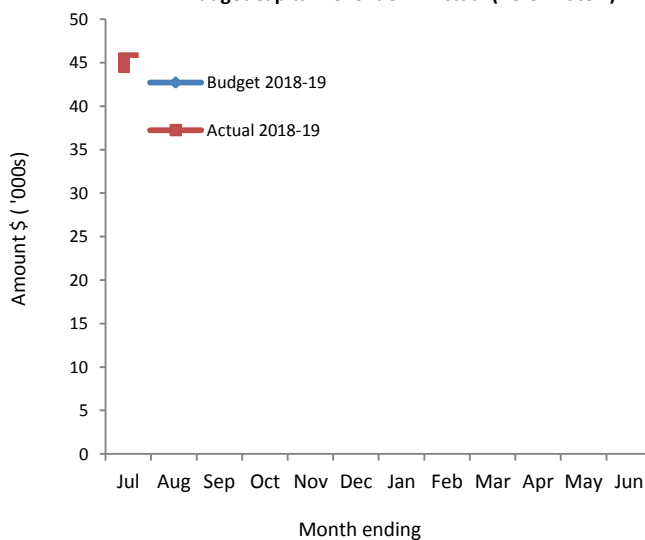
For the Period Ended 31 August 2018

Revenues

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

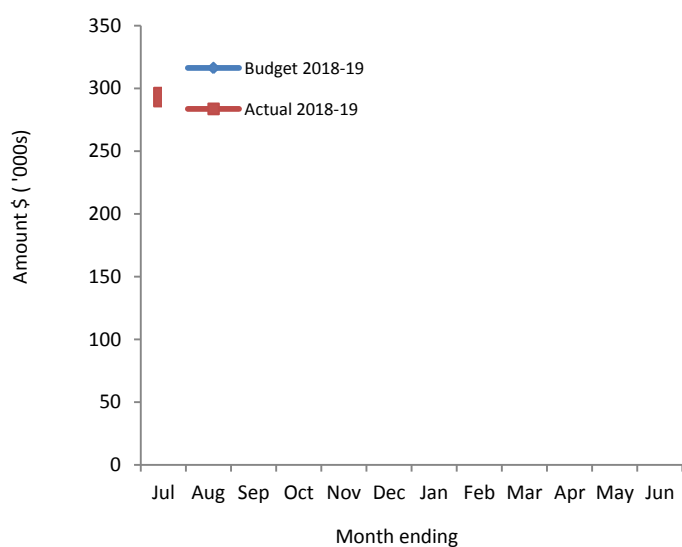


Budget Capital Revenue -v- Actual (Refer Note 2)

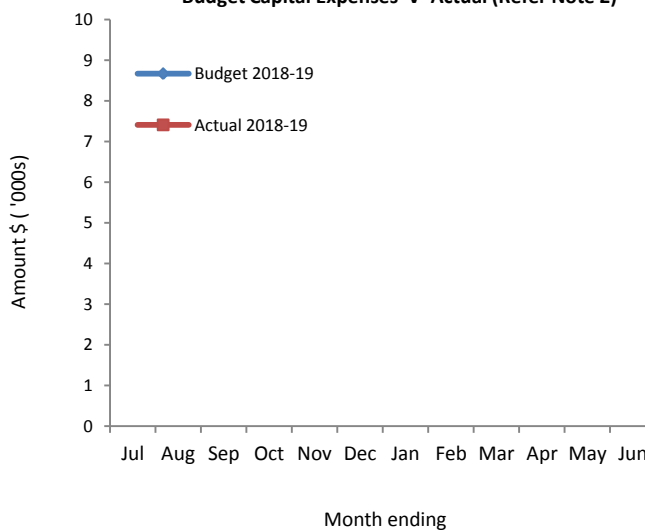


Expenditure

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 31 August 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		\$ 2,037,243	\$ 1,863,029	\$ 1,822,579	(40,450)	(2.17%)	
Governance		16,669	2,774	1,556	(1,218)	(43.90%)	
Law, Order and Public Safety		33,037	7,610	144	(7,466)	(98.11%)	
Health		371	60	0	(60)	(100.00%)	
Education and Welfare		3,755	622	127	(495)	(79.54%)	
Housing		102,729	17,118	14,628	(2,490)	(14.55%)	
Community Amenities		73,722	67,092	65,530	(1,562)	(2.33%)	
Recreation and Culture		33,960	5,658	(200)	(5,858)	(103.53%)	
Transport		560,585	131,102	111,445	(19,657)	(14.99%)	▼
Economic Services		10,445	1,734	3,695	1,961	113.07%	
Other Property and Services		112,925	52,150	13,925	(38,225)	(73.30%)	▼
Total Operating Revenue		2,985,441	2,148,949	2,033,430	(75,069)		
Operating Expense							
General Purpose Funding		(100,797)	(16,794)	(8,644)	8,150	48.53%	▲
Governance		(218,578)	(97,692)	(68,380)	29,312	30.00%	▲
Law, Order and Public Safety		(154,914)	(21,970)	(14,571)	7,399	33.68%	▲
Health		(138,237)	(23,024)	(6,674)	16,350	71.01%	▲
Education and Welfare		(82,152)	(13,682)	(2,979)	10,703	78.22%	▲
Housing		(180,208)	(30,010)	(19,337)	10,673	35.57%	▲
Community Amenities		(271,710)	(45,250)	(24,033)	21,217	46.89%	▲
Recreation and Culture		(942,475)	(157,042)	(131,918)	25,124	16.00%	▲
Transport		(4,348,541)	(724,702)	(270,481)	454,221	62.68%	▲
Economic Services		(387,508)	(64,550)	(22,578)	41,972	65.02%	▲
Other Property and Services		(109,139)	(51,494)	86,664	138,158	268.30%	▲
Total Operating Expenditure		(6,934,259)	(1,246,210)	(482,931)	763,279		
Funding Balance Adjustments							
Add back Depreciation		1,850,261	308,368	0	(308,368)	(100.00%)	▼
Adjust (Profit)/Loss on Asset Disposal	8	(50,000)	(8,166)	0	8,166	(100.00%)	
Adjust Provisions and Accruals		0	0	0	0		
Net Cash from Operations		(2,148,557)	1,202,941	1,550,499	388,008		
Capital Revenues							
Grants, Subsidies and Contributions	11	3,665,281	329,233	0	(329,233)	(100.00%)	▼
Proceeds from Disposal of Assets	8	157,000	0	0	0		
Total Capital Revenues		3,822,281	329,233	0	(329,233)		
Capital Expenses							
Land Held for Resale	13	0	0	0	0		
Land and Buildings	13	(163,321)	(1,666)	(6,053)	(4,387)	(263.30%)	
Infrastructure - Roads	13	(2,084,696)	(8,804)	0	8,804	100.00%	▲
Infrastructure - Other		(401,000)	(48,427)	(15,590)	32,837	67.81%	
Plant and Equipment	13	(450,000)	(3,332)	(489)	2,843	85.31%	▲
Furniture and Equipment	13	(10,000)	0	0	0		
Total Capital Expenditure		(3,109,017)	(62,229)	(22,132)	40,097		
Net Cash from Capital Activities		713,264	267,004	(22,132)	(289,136)		
Financing							
Transfer from Reserves	7	120,544	0	0	0		
Repayment of Debentures	10	(154,525)	0	0	0		
Transfer to Reserves	7	(22,710)	0	0	0		
Net Cash from Financing Activities		(56,691)	0	0	0		
Net Operations, Capital and Financing		(1,491,984)	1,469,945	1,528,366	98,872		
Opening Funding Surplus(Deficit)	3	1,491,987	1,491,987	1,491,555	(433)	(0.03%)	
Closing Funding Surplus(Deficit)	3	0	2,961,932	3,019,921			

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.

SHIRE OF MINGENEW
STATEMENT OF FINANCIAL ACTIVITY
(By Nature or Type)
For the Period Ended 31 August 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	\$ 1,857,912	\$ 1,822,362	\$ 1,821,950	\$ (412)	% (0.02%)	
Operating Grants, Subsidies and Contributions	11	224,532	87,979	48,856	(39,123)	(44.47%)	▼
Fees and Charges		237,487	94,372	94,608	236	0.25%	
Interest Earnings		58,710	9,772	605	(9,167)	(93.81%)	
Other Revenue		556,800	126,132	67,411	(58,721)	(46.55%)	▼
Profit on Disposal of Assets	8	50,000	8,332	0			
Total Operating Revenue		2,985,441	2,148,949	2,033,430	(107,187)		
Operating Expense							
Employee Costs		(1,083,085)	(180,396)	(185,655)	(5,259)	(2.92%)	
Materials and Contracts		(3,150,044)	(582,842)	(203,425)	379,417	65.10%	▲
Utility Charges		(124,853)	(20,792)	(7,836)	12,956	62.31%	▲
Depreciation on Non-Current Assets		(1,850,261)	(308,368)	0	308,368	100.00%	▲
Interest Expenses		(17,799)	(2,956)	0	2,956	100.00%	▲
Insurance Expenses		(129,616)	(27,396)	(75,392)	(47,996)	(175.19%)	▼
Other Expenditure		(578,601)	(123,460)	(10,624)	112,836	91.40%	▲
Loss on Disposal of Assets	8	0	0	0			
Total Operating Expenditure		(6,934,259)	(1,246,210)	(482,931)	763,279		
Funding Balance Adjustments							
Add back Depreciation		1,850,261	308,368	0	(308,368)	(100.00%)	▼
Adjust (Profit)/Loss on Asset Disposal	8	(50,000)	(8,166)	0	8,166	(100.00%)	
Adjust Provisions and Accruals		0	0	0	0		
Net Cash from Operations		(2,148,557)	1,202,941	1,550,499	355,890		
Capital Revenues							
Grants, Subsidies and Contributions	11	3,665,281	329,233	0	(329,233)	(100.00%)	▼
Proceeds from Disposal of Assets	8	157,000	0	0	0		
Total Capital Revenues		3,822,281	329,233	0	(329,233)		
Capital Expenses							
Land Held for Resale	13	0	0	0	0		
Land and Buildings	13	(163,321)	(1,666)	(6,053)	(4,387)	(263.30%)	
Infrastructure - Roads	13	(2,084,696)	(8,804)	0	0	0	
Infrastructure - Other	13	(401,000)	(48,427)	(15,590)			
Plant and Equipment	13	(450,000)	(3,332)	(489)	2,843	85.31%	▲
Furniture and Equipment	13	(10,000)	0	0	0		
Total Capital Expenditure		(3,109,017)	(62,229)	(22,132)	(1,544)		
Net Cash from Capital Activities		713,264	267,004	(22,132)	(330,777)		
Financing							
Transfer from Reserves	7	120,544	0	0	0		
Repayment of Debentures	10	(154,525)	0	0	0		
Transfer to Reserves	7	(22,710)	0	0	0		
Net Cash from Financing Activities		(56,691)	0	0	0		
Net Operations, Capital and Financing		(1,491,984)	1,469,945	1,528,366	25,113		
Opening Funding Surplus(Deficit)	3	1,491,987	1,491,987	1,491,555	(433)	(0.03%)	
Closing Funding Surplus(Deficit)	3	0	2,961,932	3,019,921			

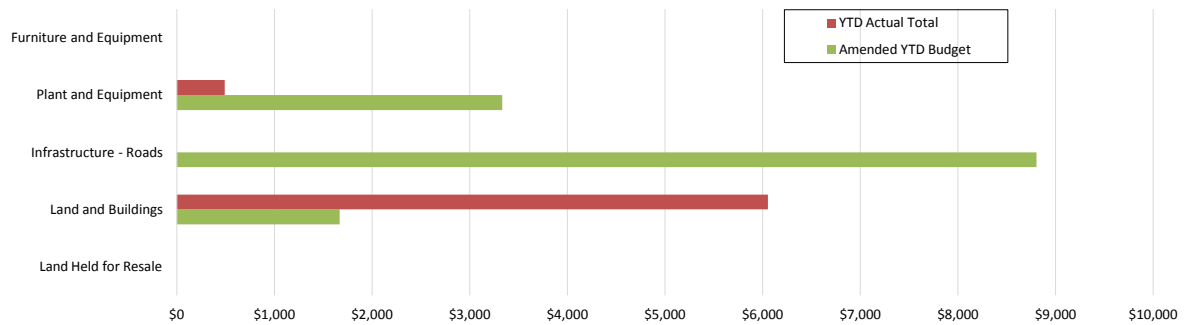
Indicates a variance between Year to Date (YTD) Budget and YTD Actual data as per the adopted materiality threshold.
Refer to Note 2 for an explanation of the reasons for the variance.

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 31 August 2018

		YTD 31 08 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	\$ 0	\$ 0
Land and Buildings	13	6,053		6,053	1,666	163,321	4,387
Infrastructure - Roads	13	0		0	8,804	2,084,696	(8,804)
Infrastructure -Other	13	15,590		15,590	48,427	401,000	(32,837)
Plant and Equipment	13	489		489	3,332	450,000	(2,843)
Furniture and Equipment	13	0		0	0	10,000	0
Capital Expenditure Totals		22,132	0	22,132	62,229	3,109,017	(40,097)

Capital Expenditure Program YTD



SHIRE OF MINGENEW
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 August 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 31 August 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 31 August 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 31 August 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 31 August 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 31 August 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 31 August 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 MINGENEW
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 August 2018

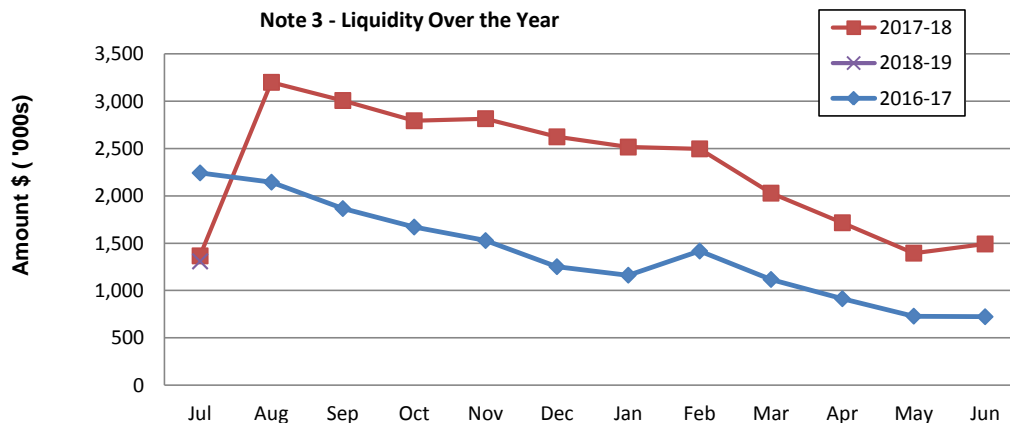
Note 2: EXPLANATION OF MATERIAL VARIANCES

Reporting Program	Var. \$	Var. %	Var.	Timing/ Permanent	Explanation of Variance
Operating Revenues	\$	%			
Transport	(19,657)	(14.99%)	▼		Budget Profiling
Other Property and Services	(38,225)	(73.30%)	▼		Budget Profiling
Operating Expenses					
Governance	29,312	30.00%	▲		Budget Profiling
Health	16,350	71.01%	▲		Budget Profiling
Education and Welfare	10,703	78.22%	▲		Budget Profiling
Housing	10,673	35.57%	▲		Budget Profiling
Community Amenities	21,217	46.89%	▲		Budget Profiling
Recreation and Culture	25,124	16.00%	▲		Budget Profiling
Transport	454,221	62.68%	▲		WANDRRA
Economic Services	41,972	65.02%	▲		Budget Profiling
Other Property and Services	138,158	268.30%	▲		Budget Profiling
Capital Revenues					
Grants, Subsidies and Contributions	(329,233)	(100.00%)	▼		RRG / FAG's Grant Funding

SHIRE OF MINGENEW
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 August 2018

Note 3: NET CURRENT FUNDING POSITION

		Positive=Surplus (Negative=Deficit)		
Note		YTD 31 Aug 2018	30th June 2017	YTD 31 Aug 2017
		\$	\$	\$
Current Assets				
Cash - Unrestricted	4	576,999	1,028,978	801,296
Cash - Restricted Reserves	4	401,872	401,872	396,475
Cash - Restricted Unspent Grants		583,500	583,500	568,498
Cash - Trust		21,292	58,784	98,783
Investments		0	0	0
Rates - Current	6	1,894,014	46,575	1,873,331
Sundry Debtors	6	52,881	19,868	99,824
Provision for Doubtful Debts		(1,585)	(1,585)	(1,585)
ESL Levy		0	0	0
GST Receivable		29,988	18,399	29,291
Receivables - Other		0	0	0
Inventories - Fuel & Materials		3,065	3,065	3,197
Inventories - Land Held for Resale		40,394	40,394	80,788
		3,602,419	2,199,850	3,949,898
Current Liabilities				
Sundry Creditors		(69,120)	(165,321)	(124,492)
GST Payable		(11,799)	(21,340)	(10,785)
PAYG		(34,066)	(16,111)	(13,676)
Accrued Interest on Debentures		(2,496)	(2,496)	(11,269)
Accrued Salaries & Wages		(1,977)	(1,977)	(1,977)
Current Employee Benefits Provision		(231,014)	(231,014)	(231,014)
Trust Liability		(20,775)	(58,784)	(98,783)
Current Loan Liability		(679)	(679)	(150,775)
		(371,925)	(497,723)	(642,771)
NET CURRENT ASSETS		3,230,494	1,702,127	3,307,127
Less:				
Cash - Restricted Reserves		(401,872)	(401,872)	(396,475)
Inventories - Land Held for Resale		(40,394)	(40,394)	(80,788)
Add Back:				
Current Loan Liability		679	679	150,775
Cash Backed Employee Provisions	7	231,014	231,014	231,014
Net Current Funding Position (Surplus / Deficit)		3,019,921	1,491,555	3,211,652



Comments - Net Current Funding Position

SHIRE OF MINGENEW
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 August 2018

Note 4: CASH AND INVESTMENTS

	Interest Rate	Unrestricted \$	Restricted \$	Trust \$	Total Amount \$	Institution	Maturity Date
(a) Cash Deposits							
3 Month term Deposit	2.50%		583,500		583,500	NAB	29 September 2018
Municipal Bank Account		576,699			576,699	NAB	At Call
Trust Bank Account				21,292	21,292	NAB	At Call
Cash Maximiser Account (Muni)		0	0		0	NAB	At Call
Cash On Hand	Nil	300			300	NAB	At Call
Reserve Funds	2.50%	0	401,872		401,872	NAB	29 September 2018
(b) Term Deposits							
Short Term Deposits		(708,000)	708,000		0		
Total		(131,001)	1,693,372	21,292	1,583,662		

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 Nil			
2 Nil			
Sub-total			<u>-</u>

(2) Cash on Hand

Purpose for Funds Being Restricted	Funding Organisation	Date to be Expended	Amount
1 Nil			
2 Nil			
Sub-total			<u>-</u>

(3) Term Deposits

Purpose for Funds Being Restricted	Funding Organisation	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	498,000
3 Nil			
Sub-total			<u>708,000</u>

For the period ended 31 March 2018

Note 5: BUDGET AMENDMENTS

Amendments to original budget 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 Actual Opening value as per audited financial report 30/6/2018		Opening Surplus(Deficit)	\$	\$	\$	\$
							0
							0
							0
							0
							0
							0
							0
							0
							0
							0
							0
							0
							0
							0
Amended Budget Cash Position as per Council Resolution				0	0	0	0

SHIRE OF MINGENEW
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 August 2018

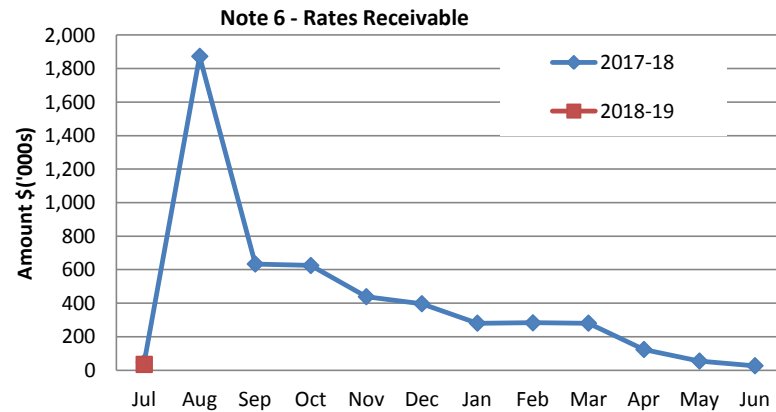
Note 6: RECEIVABLES

Receivables - Rates & Rubbish Receivable

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

Net Rates Collectable
% Collected

YTD 31 Aug 2018	30 June 2018
\$	\$
46,575	83,832
1,821,950	1,852,748
25,489	(1,890,005)
1,894,014	46,575
1,894,014	46,575
-1.36%	97.59%



Comments/Notes - Receivables Rates

Instalment Due Dates:

Instalment 1	5-Oct-18
Instalment 2	6-Dec-18
Instalment 3	7-Feb-19
Instalment 4	8-Apr-19

Receivables - General

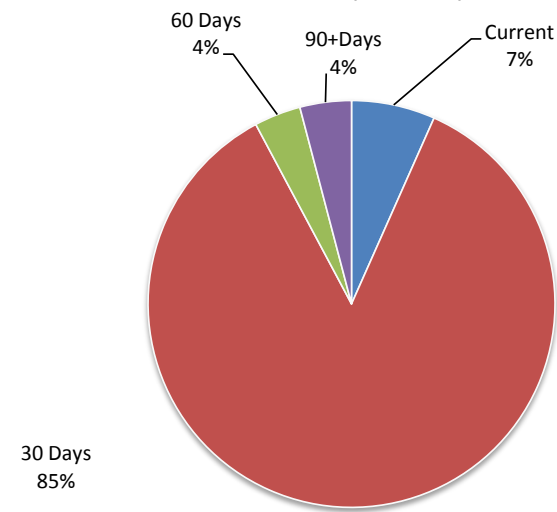
Receivables - General

Total Receivables General Outstanding

	Current	30 Days	60 Days	90+Days
	\$	\$	\$	\$
Receivables - General	3,531	45,420	1,969	2,171
Total Receivables General Outstanding				53,091

An

Note 6 - Accounts Receivable (non-rates)



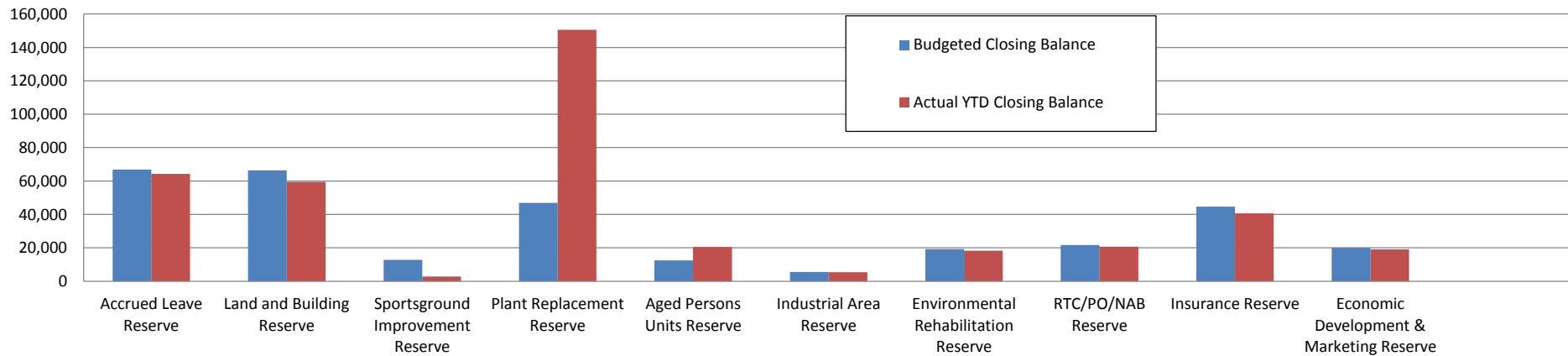
Comments/Notes - Receivables General

SHIRE OF MINGENEW
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 August 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	64,308	1,250	0	1,250	0	0	0		66,808	64,308
Land and Building Reserve	59,535	3,425	0	3,425	0	0	0		66,385	59,535
Sportsground Improvement Reserve	2,772	60	0	10,060	0	0	0		12,892	2,772
Plant Replacement Reserve	150,616	3,875	0	3,875	0	(111,463)	0		46,903	150,616
Aged Persons Units Reserve	20,579	500	0	500	0	(9,081)	0		12,498	20,579
Industrial Area Reserve	5,378	125	0	125	0	0	0		5,628	5,378
Environmental Rehabilitation Reserve	18,313	450	0	450	0	0	0		19,213	18,313
RTC/PO/NAB Reserve	20,734	500	0	500	0	0	0		21,734	20,734
Insurance Reserve	40,593	2,025	0	2,025	0	0	0		44,643	40,593
Economic Development & Marketing Reserve	19,042	500	0	500	0	0	0		20,042	19,042
					0	0	0			
	401,872	12,710	0	22,710	0	(120,544)	0	0	316,748	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 31 August 2018

Note 8 CAPITAL DISPOSALS

Actual YTD Profit/(Loss) of Asset Disposal				Disposals	Original Budget			
					YTD 31 08 2018			
Cost	Accum Depn	Proceeds	Profit (Loss)		2017/18 Budget Profit/(Loss)	2017/18 Actual Profit/(Loss)	Variance	
\$	\$	\$	\$	Plant and Equipment	\$	\$	\$	
0			0	CEO Vehicle	1,000	0	(1,000)	
0			0	Case JC65 Tractor	9,000	0	(9,000)	
0			0	Volvo Loader	40,000	0	(40,000)	
0			0	Works Manager Vehicle	0	0	0	
0	0	0	0		50,000	0	(50,000)	

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 31 August 2018

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

RATE TYPE	Rate in \$	Number of properties	Rateable value \$	2018-19 interim rates \$	2018-19 back rates \$	Actual Rate Revenue \$	2018-19 Budgeted rate revenue \$	2018-19 Budgeted interim rates \$	2018-19 Budgeted back rates \$	2018-19 Budgeted total revenue \$
General rate										
GRV - Mingenew	0.149035	127	1,103,699			164,490	164,490			164,490
GRV - Yandanooka	0.149035	2	13,884			2,069	2,069			2,069
GRV- Commercial	0.149035	14	349,700			52,118	52,118			52,118
GRV - Industrial	0.149035	1	12,480			1,860	1,860			1,860
UV Rural & Mining	0.013684	115	110,855,505			1,517,398	1,516,949			1,516,949
UV Mining	0.013684	0	0			0	0			0
Sub-Totals		259	112,335,268	0	0	1,737,935	1,737,485	0	0	1,737,485
Minimum payment	Minimum \$									
GRV - Mingenew	700	64	28,162			44,800	44,800			44,800
GRV - Yandanooka	700	0	0			0	0			0
GRV- Commercial	700	9	6,200			6,300	6,300			6,300
GRV - Industrial	700	2	1,850			1,400	1,400			1,400
UV Rural & Mining	1050	23	691,595			24,150	24,150			24,150
UV Mining	1050	8	27,199			8,400	8,400			8,400
Sub-Totals		106	755,006	0	0	85,050	85,050	0	0	85,050
		365	113,090,274	0	0	1,822,985	1,822,535	0	0	1,822,535
Discounts/concessions (Refer note 13)						(1,035)				(1,035)
Total amount raised from general rates						1,821,950				1,821,500
Specified area rates (Refer note 10)						0				0
Ex Gratia Rates						0				36,412
Total rates						1,821,950				1,857,912

SHIRE OF MINGENEW
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 August 2018

10. INFORMATION ON BORROWINGS

(a) Debenture Repayments

Particulars	Principal 1-Jul-18	Principal Repayments		Principal Outstanding		Interest Repayments	
		YTD Actual \$	YTD Budget \$	YTD Actual \$	Budget \$	YTD Actual \$	Budget \$
Education & Welfare							
Loan 137 - Senior Citizens Buildings	87,814	0	21,172	87,814	66,642	0	2,440
Housing							
Loan 133 - Triplex	55,952	0	13,490	55,952	42,462	0	1,555
Loan 134 - SC Housing	42,623	0	10,276	42,623	32,347	0	1,185
Loan 136 - Staff Housing	106,294	0	25,627	106,294	80,667	0	2,954
Loan 142 - Staff Housing	49,086	0	11,935	49,086	37,151	0	1,364
Recreation & Culture							
Loan 138 - Pavilion Fitout	84,302	0	20,325	84,302	63,977	0	2,342
Transport							
Loan 139 - Roller	20,665	0	4,982	20,665	15,683	0	574
Loan 141 - Grader	71,754	0	17,300	71,754	54,454	0	1,994
Loan 144 - Side Tipping Trailer	49,086	0	11,835	49,086	37,251	0	1,364
Loan 145 - Drum Roller	72,926	0	17,583	72,926	55,343	0	2,027
	640,502	0	154,525	640,502	485,977	0	17,799

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 31 August 2018

Note 11: GRANTS AND CONTRIBUTIONS

Program/Details GL	Grant Provider	Approval	2018-19 Amended Budget Budget	2018-19 Original Budget	Variations Additions (Deletions)	Operating 2018/19 Budget	Capital 2018/19 Budget	Recoup Status	
								2018-19 YTD Actual	2018-19 YTD Budget
		(Y/N)	\$	\$	\$	\$	\$	\$	\$
GENERAL PURPOSE FUNDING									
Financial Assistance Grant - Roads	Grants Commission	Y	139,866	139,866	0	0	139,866	0	34,967
Financial Assistance Grant - General	Grants Commission	Y	129,381	129,381	0	129,381	0	0	32,345
GOVERNANCE									
Reimbursements	Miscellaneous	Y	10,154	10,154	0	10,154	0	0	1,692
Reimbursements	Miscellaneous	Y	1,000	1,000	0	1,000	0	0	166
Reimbursements	Miscellaneous	Y	1,000	1,000	0	1,000	0	1,455	166
LAW, ORDER, PUBLIC SAFETY									
ESL Administration Grant	Department of Fire & Emergency Services	Y	4,000	4,000	0	4,000	0	0	666
ESL Annual Grant	Department of Fire & Emergency Services	Y	25,287	25,287	0	25,287	0	0	6,322
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	0	166
Community Christmas Tree	CBH	N	2,000	2,000	0	2,000	0	0	332
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	2,000	0	0	332
Transfer Station	Mid West Development Commission	Y	5,000	5,000	0	0	5,000	0	832
RECREATION AND CULTURE									
Netball Courts	DSR	Y	121,667	121,667	0	0	121,667	0	0
TRANSPORT									
Flood Damage Funding	WADRRA	Y	2,441,696	2,441,696	0	0	2,441,696	0	0
Direct Grant	Main Roads WA	Y	45,210	45,210	0	45,210	0	45,210	45,210
Blackspot Funding	Main Roads WA	Y	188,911	188,911	0	0	188,911	0	75,564
Regional Road Group	Main Roads WA	Y	544,674	544,674	0	0	544,674	0	217,870
Roads To Recovery	Department of Infrastructure	Y	223,467	223,467	0	0	223,467	0	0
Street Lighting	Main Roads WA	Y	2,500	2,500	0	2,500	0	0	416
ECONOMIC SERVICES									
DrumMuster	Reimbursements	N	1,000	1,000	0	1,000	0	0	166
OTHER PROPERTY & SERVICES									
Staff Fuel Card Reimbursements	Reimbursements	Y	0	0	0	0	0	1,654	0
Expenses Recovered	Reimbursements	Y	0	0	0	0	0	537	0
TOTALS			3,889,813	3,889,813	0	224,532	3,665,281	48,856	417,212
Grants	Operating		211,378	211,378	0			45,210	85,787
Grants	Non-operating		3,665,281	3,665,281	0			0	329,233
Contribution & Reimbursement	Operating & Non Operating		13,154	13,154				3,646	2,192
			3,889,813	3,889,813				48,856	417,212

SHIRE OF MINGENEW
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 August 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 18	Amount Received	Amount Paid	Closing Balance 31-Aug-18
	\$	\$	\$	\$
Councillors Nomination Fees	0	0	0	0
BCITF Levy	495	0	0	495
BRB Levy	1	0	0	1
Autumn Committee	974	0	0	974
Community Bus	2,200	0	0	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	38,010	0	(38,010)	(0)
Mingenew Cemetery Group	4,314	0	0	4,314
Bonds	0	0	0	0
Housing Bonds	1,428	0	0	1,428
Cool Room Bond	670	0	0	670
Outdoor Camera Bond	350	0	0	350
Animal Trap Bond	0	0	0	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	6,376	0	0	6,376
Joan Trust	6	0	0	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
	58,925	0	(38,010)	20,915

SHIRE OF MINGENEW
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 August 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	0	0	0	0	0
Total Land Held for Resale		0	0	0	0	0
Land & Buildings						
Shire Office	A001	10,000	10,000	0	0	10,000
Council Chambers	A302	10,000	10,000	1,666	0	10,000
Staff Housing - 2 Bedroom Key Worker Housing	H007	10,000	10,000	0	0	10,000
Town Hall	2434	123,321	123,321	0	0	123,321
Old Railway Station	0070	10,000	10,000	0	0	10,000
Miscellaneous	2834	0	0	0	5,203	(5,203)
Miscellaneous	1774	0	0	0	850	(850)
Business Incubator	5964	0	0	0	0	0
Total Land & Building Total		163,321	163,321	1,666	6,053	157,268
Infrastructure - Other						
Waste Transfer Station	3084	25,000	25,000	25,000	11,599	13,401
Little Well Project	0071	25,000	25,000	23,145	3,991	21,009
Mingenew Hill Project	0142	40,000	40,000	282	0	40,000
Wildflower Town Entrance	0145	10,000	10,000	0	0	10,000
Drovers Rest	0144	6,000	6,000	0	0	6,000
Net Ball Court	0169	200,000	200,000	0	0	200,000
Tennis Court Lights	0150	25,000	25,000	0	0	25,000
Water Tanks & Reticulation	0167	0	0	0	0	0
Digital Farm Network	3874	70,000	70,000	0	0	70,000
Total Other Infrastructure		401,000	401,000	48,427	15,590	385,410
Furniture & Office Equip.						
Office PC's & Laptops	A201	10,000	10,000	0	0	10,000
Total Furniture & Office Equip.		10,000	10,000	0	0	10,000

SHIRE OF MINGENEW
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 August 2018

Note 13: CAPITAL ACQUISITIONS

Infrastructure Assets		Amended Annual Budget	Original Full Year Budget	YTD Budget	YTD Actual	Variance (Over)/Under
Plant , Equip. & Vehicles						
Governance						
CEO Vehicle Replacement	A100	60,000	60,000	0	0	60,000
Transport						
Works Manager Vehicle	0170	45,000	45,000	0	0	45,000
Sundry Plant	0171	10,000	10,000	1,666	0	10,000
Loader	0175	280,000	280,000	0	0	280,000
Tractor	0180	55,000	55,000	0	0	55,000
Karara Bore	2874	0	0	0	196	(196)
Miscellaneous	3554	0	0	1,666	293	(293)
Total Plant, EQUIP & Vehicles		450,000	450,000	3,332	489	449,511
Roads & Bridges						
Roadworks Construction - Own Resources	0001	52,850	52,850	8,804	0	52,850
Yandanooka North East Road	1221	223,467	223,467	0	0	223,467
Special Purpose Grant - Yarragadee Bridge	6075	210,000	210,000	0	0	210,000
Special Purpose Grant - Yarragadee Bridge	1229	498,000	498,000	0	0	498,000
Mingenew Mullewa Road Reseal (RRG)	RR65	441,500	441,500	0	0	441,500
Mingenew Morawa / Yandanooka North East Intersection	BS05	45,000	45,000	0	0	45,000
Yandanooka Melara / Narandagy / Manarra Rd Intersection	BS07	238,367	238,367	0	0	238,367
RRG - Coalseam Road	RR61	375,512	375,512	0	0	375,512
Total Roads & Bridges		2,084,696	2,084,696	8,804	0	2,084,696
Capital Expenditure Total		3,109,017	3,109,017	62,229	22,132	3,086,885

9.2.2 ACCOUNTS FOR PAYMENT – MONTH ENDING 31 AUGUST 2018

Location/Address: Shire of Mingenew
Name of Applicant: Shire of Mingenew
File Reference: ADM0042
Disclosure of Interest: Nil
Date: 11 September 2018
Author: Martin Whitely, Consultant

Summary

This report recommends that Council confirm the payment of creditors for the month of August 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 August 2018 from the Municipal & Trust Fund totalling \$290,032.92 represented by Electronic Funds Transfers of EFT 11720 to 11788, Direct Deduction DD 8527.1, 2, 3, 4, 5, & 6 and Municipal Cheque numbers 8563 to 8566.

Date: 10/09/2018
Time: 5:46:31PM

Shire of MINGENEW
List of Accounts for 1 August 2018 to 31 August 2018

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Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
8563	07/08/2018	BLACKWOODS	Various PPE for Outdoor Staff	M		444.05
8564	07/08/2018	SYNERGY	Rec Centre Power Account	M		1,155.35
8565	21/08/2018	SYNERGY	Street Lights Account	M		2,809.60
8566	21/08/2018	WATER CORPORATION	Water Accounts for July 2018	M		2,240.49
EFT11720	07/08/2018	AVON WASTE	Rubbish Collection Charges	M		2,382.08
EFT11721	07/08/2018	BOC GASES	Gas Bottle Hire Charges	M		8.70
EFT11722	07/08/2018	Bedrock Electrical Services	Electrical Work Completed	M		2,336.40
EFT11723	07/08/2018	Courier Australia	Freight Charges	M		61.10
EFT11724	07/08/2018	CENTRAL WEST CONCRETE	Concrete Works Supplied	M		800.80
EFT11725	07/08/2018	ELDERS LIMITED	Chemicals	M		506.00
EFT11726	07/08/2018	GHD PTY LTD	WANDRRA Project Management	M		8,252.27
EFT11727	07/08/2018	IT Vision	Annual License Fees 2018/2019	M		27,710.98
EFT11728	07/08/2018	LATERAL ASPECT	Printing Fees	M		913.34
EFT11729	07/08/2018	Sd, Mt & Ms Lucchesi	Cartage of Grader	M		3,190.00
EFT11730	07/08/2018	LGIS INSURANCE BROKING	Motor Vehicle Insurance 2018/19	M		41,161.29
EFT11731	07/08/2018	Mingenew Community Resource Centre	Annual Membership Fee	M		110.00
EFT11732	07/08/2018	LGIS WORKCARE	Property Insurance 2018/2019	M		50,076.38
EFT11733	07/08/2018	MOOREVIEW PLANTS & TREES	Plants for Town Gardens	M		594.00
EFT11734	07/08/2018	MINGENEW SPRING CARAVAN PARK	Accomodation Fees	M		519.00

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Time: 5:46:31PM

Shire of MINGENEW
List of Accounts for 1 August 2018 to 31 August 2018

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Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
EFT11735	07/08/2018	Motorpass	Fuel Purchases July 2018	M		13,029.63
EFT11736	07/08/2018	Officeworks	Stationary Order	M		244.12
EFT11737	07/08/2018	PEMCO DIESEL PTY LTD	MI 027 Serivce	M		3,247.54
EFT11738	07/08/2018	Rogue Pony	Christmas Tree Shirts	M		130.00
EFT11739	07/08/2018	SHIRE OF CARNAMAH	Provision of Ranger Services	M		3,074.66
EFT11740	07/08/2018	ST JOHN AMBULANCE IRWIN	Supply of AED Battery at the Caravan Park	M		243.00
EFT11741	07/08/2018	SEASIDE SIGNS	Littlewell Signs	M		5,335.00
EFT11742	07/08/2018	TRANSWEST TYRES	Fit & Balance New Tyres for MI 028	M		741.40
EFT11743	07/08/2018	WALGA	Annual Subscription Fees 2018/2019	M		17,021.03
EFT11744	07/08/2018	YOUNG MOTORS	MI 117 Service	M		670.67
EFT11745	09/08/2018	CITY OF GREATER GERALDTON	MWIRSA FINAL PAYMENT TRANSFERRED TO CGG	T		35,595.19
EFT11746	21/08/2018	FIVE STAR BUSINESS EQUIPMENT & COMMUNICATIONS	General Service Fees	M		77.00
EFT11747	21/08/2018	RMS Regional Media Specialists	Advertising Fees	M		4,042.50
EFT11748	21/08/2018	Australian Services Union	Payroll deductions	M		54.90
EFT11749	21/08/2018	AUSTRALIA POST	July 2018 Postage Fees	M		67.86
EFT11750	21/08/2018	ABCO PRODUCTS	Soap Dispenser	M		403.71
EFT11751	21/08/2018	BUNNINGS Group Limited	Hand Cleaner	M		291.98
EFT11752	21/08/2018	Moore Stephens	Asset Management Planning Fees	M		1,067.00
EFT11753	21/08/2018	BENARA NURSERIES	Purchase of Plants for Town Gardens	M		2,471.70

Date: 10/09/2018
Time: 5:46:31PM

Shire of MINGENEW
List of Accounts for 1 August 2018 to 31 August 2018

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Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
EFT11754	21/08/2018	BRAMATT INSTALLATIONS WA	Air Conditioner Replacement	M		3,349.50
EFT11755	21/08/2018	Bedrock Electrical Services	Electrical Works Completed at Public Toilets	M		3,377.00
EFT11756	21/08/2018	CUTTING EDGES PTY LTD	Purchase of Blades	M		306.17
EFT11757	21/08/2018	CHILD SUPPORT AGENCY	Payroll deductions	M		550.04
EFT11758	21/08/2018	LANDGATE	Minimum Charge Fees	M		66.50
EFT11759	21/08/2018	ELDERS LIMITED	Purchase of Pine Posts	M		132.00
EFT11760	21/08/2018	Frontline Fire & Rescue	New Fire Hose Branch	M		720.07
EFT11761	21/08/2018	GH COUNTRY COURIER	Freight Charges	M		71.44
EFT11762	21/08/2018	GREENFIELD TECHNICAL SERVICES	Road Inspection Reports	M		12,100.00
EFT11763	21/08/2018	GREAT NORTHERN RURAL SERVICES	Purchase of Chemicals	M		784.88
EFT11764	21/08/2018	GREAT SOUTHERN FUEL SUPPLIES	Fuel Account JULY 2018	M		298.31
EFT11765	21/08/2018	JR & A HERSEY PTY LTD	Safety Equipment	M		1,448.70
EFT11766	21/08/2018	HOPPYS PARTS R US	Parts for MI 255	M		118.44
EFT11767	21/08/2018	LATERAL ASPECT	Service Fee July 2018	M		4,029.67
EFT11768	21/08/2018	Leading Edge Electronics	Purchase of GPS	M		512.00
EFT11769	21/08/2018	LGRCEU	Payroll deductions	M		41.00
EFT11770	21/08/2018	MINGENEW SHIRE COUNCIL	Payroll deductions	M		480.00
EFT11771	21/08/2018	MINGENEW PAINTING GROUP	Painting Group Donation	M		100.00
EFT11772	21/08/2018	STARICK TYRES	Starick Tyres July 2018	M		389.18

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Shire of MINGENEW
List of Accounts for 1 August 2018 to 31 August 2018

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Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
EFT11773	21/08/2018	MINGENEW SPRING CARAVAN PARK	Dentist Accomodation	M		990.00
EFT11774	21/08/2018	MARKETFORCE	Advertising Fees	M		1,004.08
EFT11775	21/08/2018	MINGENEW BAKERY	Catering For Council Meeting	M		210.20
EFT11776	21/08/2018	MINGENEW IGA X-PRESS & LIQUOR	IGA Account for July 2018	M		386.22
EFT11777	21/08/2018	PEMCO DIESEL PTY LTD	Service of Fire Vehicles	M		1,705.88
EFT11778	21/08/2018	LANDMARK	Weed Chemical	M		1,079.10
EFT11779	21/08/2018	SLATER-GARTRELL SPORTS	Purchase of Line Marking Paint	M		1,115.40
EFT11780	21/08/2018	Sunshower	Purchase of Sprinklers	M		1,144.90
EFT11781	21/08/2018	Springbrook Tyre Vulcanising	Repair Grader Tyre	M		357.50
EFT11782	21/08/2018	Telstra Corporation	Telstra Account July 2018	M		1,699.53
EFT11783	21/08/2018	TOTALLY WORKWEAR	Purchase of Uniforms	M		56.10
EFT11784	21/08/2018	TRAINWEST	Course Fees	M		390.00
EFT11785	21/08/2018	VELPIC	Velpic Monthly Fees	M		393.80
EFT11786	21/08/2018	MINGENEW FABRICATORS	Repairs to 1THQ-579	M		10,653.50
EFT11787	21/08/2018	Wavecom Instruments Pty Ltd	Calibration of Appliance Tester	M		256.30
EFT11788	26/08/2018	Shire of Mingenew - Payroll	CORRECTION OF COOL ROOM BOND	M		140.00
DD8527.1	08/08/2018	WA SUPER	Payroll deductions	M		4,719.98
DD8527.2	08/08/2018	Sun Super	Superannuation contributions	M		292.50
DD8527.3	08/08/2018	LGIA Super	Superannuation contributions	M		951.92

Date: 10/09/2018
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Shire of MINGENEW
List of Accounts for 1 August 2018 to 31 August 2018

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Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
DD8527.4	08/08/2018	MLC SUPER FUND	Superannuation contributions	M		141.15
DD8527.5	08/08/2018	REST Super Fund	Superannuation contributions	M		97.17
DD8527.6	08/08/2018	PRIME SUPER	Superannuation contributions	M		292.07

REPORT TOTALS

Bank Code	Bank Name	TOTAL
M	MUNI - NATIONAL AUST BANK	254,437.73
T	TRUST- NATIONAL AUST BANK	35,595.19
TOTAL		290,032.92



Shire of Mingenew

Licensing, Payroll & Credit Card Transactions

for the month ending 31 August 2018

Transport Licensing

Direct Debits from Municipal Bank

Period 1 August 2018 to 31 August 2018

\$19,698.45

Payroll

Pay Period Ending 08/08/2018

\$31,693.89

Pay Period Ending 22/08/2018

\$31,717.54

Credit Card Transactions and balances for August 2018

Nils Hay

\$1,106.37

Rocky Brennan ¹

\$9.00

Notes

¹ there were no transactions on the Works Supervisor credit card for the month of August 2018

TOTAL BALANCE OF TRANSPORT, PAYROLL & CREDIT CARD PAYMENTS

\$84,225.25

Cardholder Details

Cardholder Name: MR NILS WILLIAM HAY
 Account No: 4557 0455 3793 2141
 Statement Period: 28 July 2018 to 28 August 2018
 Cardholder Limit: \$7,000

Transaction record for: MR NILS WILLIAM HAY

Date	Amount A\$	Details	Explanation	Amount NOT subject to GST	Amount subject to GST	GST component (1/11th of the amount subject to GST)	Reference
2 Aug 2018	\$69.02	TOTAL BS AND CO PTY LT PERTH ✓	Lunch - Dept for Insurance				74940528213
2 Aug 2018	\$748.35	Hilton Parmelia Perth ✓	WALGA Accommodation				74619708213
22 Aug 2018	\$80.00	LOCAL GOVERNMENT MANA EAST PERTH ✓	La Per Finezza PO Day				74940528233
24 Aug 2018	\$200.00	BUNNINGS MARKETING INT HAWTHORN EAST ✓	Gift Card - George W. Farnwell				74940528235
28 Aug 2018	\$9.00	CARD FEE					74557048240
Total for this period	\$1,106.37		Totals				

Employee declaration

I verify that the above charges are a true and correct record in accordance with company policy

Cardholder signature:

[Handwritten Signature]

Date: 3. 9. 18

Statement for
NAB Business Visa
 NAB Commercial Cards Centre - GPO Box 9992 Melbourne
 Tel 1300 498 594 8am - 8pm AEST & AEDT Monday to Friday, 9am -
 AEDT Saturday and Sunday
 Fax 1300 363 658
 Lost & Stolen Cards: 1800 033 103 (24 hours, 7 days a week)

Statement for
NAB Business Visa
 NAB Commercial Cards Centre - GPO Box 9992 Melbourne
 Tel 1300 498 594 8am - 8pm AEST & AEDT Monday to Friday, 9am
 AEDT Saturday and Sunday
 Fax 1300 363 658
 Lost & Stolen Cards: 1800 033 103 (24 hours, 7 days a week)

Cardholder Details

Cardholder Name: MR ROCKY BRENNAN
 Account No: 4557 0455 3766 4546
 Statement Period: 28 July 2018 to 28 August 2018
 Cardholder Limit: \$2,000

Transaction record for: MR ROCKY BRENNAN

Date	Amount A\$	Details	Explanation	Amount NOT subject to GST	Amount subject to GST	GST component (1/11th of the amount subject to GST)	Reference
28 Aug 2018	\$9.00	CARD FEE	Credit card fee.				74557048240
Total for this period	\$9.00		Totals				

Employee declaration

I verify that the above charges are a true and correct record in accordance with company policy

Cardholder signature: _____

Date: _____



3.9.18

9.3 ADMINISTRATION

Nil

9.4 TOWN PLANNING

9.4.1 GERALDTON ALTERNATIVE SETTLEMENT AGREEMENT

Location/Address: Reserve 24083 Midlands Road, Mingenew
Name of Applicant: Department of Planning, Lands & Heritage
Disclosure of Interest: Nil
File Reference: ADM0491
Date: 10 September 2018
Author: Simon Lancaster, DCEO / Planning Advisor, Shire of Chapman Valley
Senior Officer: Nils Hay, Chief Executive Officer

Summary

Council is in receipt of correspondence from the Department of Planning, Lands & Heritage seeking its comment in relation to a Crown Reserve within the Shire of Mingenew that has been identified as an area of interest for the native title claimants and is currently being considered for inclusion into the Indigenous Land Use Agreements.

Attachment

Attachment 9.4.1(a) - Land Identification, Assessment & Selection Flowchart

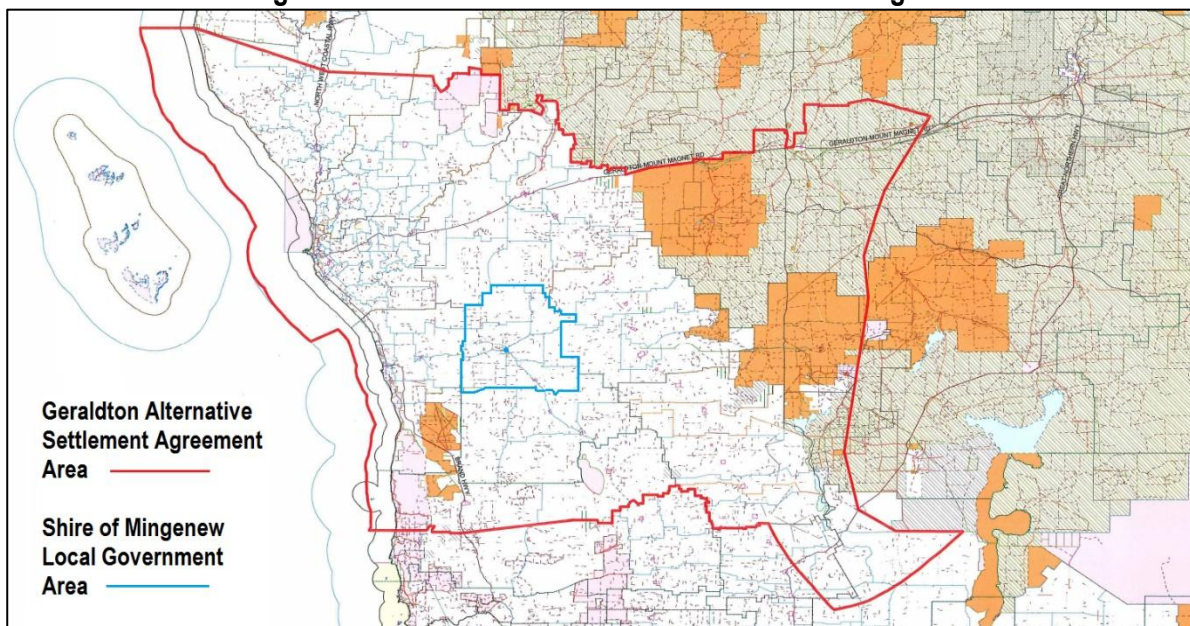
Attachment 9.4.1(b) - draft Shire Response – provided as separate CONFIDENTIAL Attachment

Background

The State of Western Australia is currently negotiating an alternative native title settlement in the greater Geraldton region with four native title claimant groups (Southern Yamatji, Hutt River, Widi Mob and Mullewa Wadjari).

The State's proposal, under the Geraldton Alternative Settlement Agreement ('GASA') is that a settlement package will be agreed in exchange for the surrender of all native title rights and interests within the external boundaries of the GASA.

Figure 9.4.1 – Geraldton Alternative Settlement Agreement Area



Negotiations may include the following matters:

- development of, and initial support for, appropriate governance structures to ensure successful implementation of a final agreement;
- a heritage regime based on the Government Standard Heritage Agreement;
- provision by the State of a land base;
- joint vesting and/or management of conservation areas, including areas not yet reserved for conservation purposes;
- development of a ranger program;
- financial assistance for business and economic development opportunities; &
- recognition of traditional ownership.

The State's offer under the GASA includes provision by the State of a land base to the claimant groups. The negotiation of this part of the agreement entails members of the groups' Traditional Owner Negotiation Team selecting various parcels of land within the agreement area which they seek to have transferred to them, or management thereof. The Department of Planning, Lands & Heritage is responsible for reviewing these parcels to identify which of them might be eligible for transfer, what is the appropriate tenure and under what conditions (e.g. freehold, leasing, sole management or joint management of reserves).

A flowchart providing background information on the overall process has been provided as Attachment 9.4.1(a).

Comment

The Department of Planning, Lands & Heritage are seeking Council's comment upon a Crown Reserve within the Shire of Mingenew with respect to the following:

- "1 Are there any future proposals for the land identified? If so, in what time frame?"*
- 2 Are there any future proposals for any adjoining land which may impact on the proposed transfer of the land identified?"*
- 3 Are there any proposed planning scheme amendments which may affect the land identified? If so, in what time frame?"*
- 4 Are there any known land management issues with the land identified e.g. contamination etc?"*

Shire staff have prepared separate confidential Attachment 9.4.1(b) that provides a cadastral map, aerial photograph and comment, and it is suggested that this form the basis for Council's response to the Department of Planning, Lands & Heritage.

Consultation

The Department of Planning, Lands & Heritage have advised that the parties to the proposed agreement are negotiating under tight timeframes imposed by the Federal Court and the Shire comment is required to be provided by 30 October 2018.

The Department of Planning, Lands & Heritage have advised as follows:

"Please note that this process is being carried out in the context of a Federal Court mediation which is confidential. Accordingly, you are not permitted to share any of the matters pertaining to this referral to a third party."

The Department of Planning, Lands & Heritage have also advised that the Shire's comments may be provided to the Traditional Owner Negotiation Team members for their consideration.

Statutory Environment

Section 14 of the *Land Administration Act 1997* requires that:

“Before exercising in relation to Crown land any power conferred by this Act, the Minister must, unless it is impracticable to do so, consult the local government within the district of which the Crown land is situated concerning that exercise.”

Policy Implications

Nil.

Financial Implications

The GASA is following a similar process to that previously undertaken for the South West Native Title Claim Area, which is at a more advanced stage, that also sought to identify Unallocated Crown Land that might be either transferred to the Noongar Boodja Trust as freehold title or leasehold or managed reserves. The South West Native Title Settlement Fact Sheet, previously prepared by the Department of Premier & Cabinet in 2015 for that process, provides some general guidance on frequently asked questions, noting that:

“What is the difference between Freehold land and Managed Reserve Land?”

Each form of land tenure has different benefits.

- Freehold is land that the Noongar Boodja Trust will own like any other private land owner in the State. It allows for the land to be developed, used for commercial purposes, used as security against loans, or to be sold. Like all other freehold land, there are costs that must be met, including local government rates and charges, insurance, fire service levies and any land management cost.*
- Managed reserves are areas of Crown land that has been reserved for a particular purpose. The Trustee will consult with the Noongar community as to the use of any individual reserve – i.e. whether it is held for particular Noongar social, cultural, or economic benefit, whether it can be subdivided, and so on.”*

“Will the Noongar Boodja Trust need to pay rates on the Freehold land allocated under the Settlement?”

As the owner of the freehold land, the Noongar Boodja Trust will be required to meet the normal costs, including rates or service charges, associated with owning freehold land. Freehold land can be exempted from rates under s.6.26(2)(g) of the Local Government Act 1995 (WA) where that land is used exclusively for charitable purposes. However, if the freehold land is used for a commercial purpose or leased for a commercial enterprise, it will not be exempt from rates.”

Strategic Implications

The Shire of Mingenew Strategic Plan notes the following:

- Objective 2 A sustainable natural and built environment that meets current and future community needs.
- Outcome 2.2 Our indigenous and cultural heritage is acknowledged.
- 2.2.1 Continue to liaise with the local indigenous and cultural groups (Key Partners: Local community, DCA, DIA)

Voting Requirements

Simple Majority

That Council endorse and forward the Shire response to the Department of Planning, Lands & Heritage as provided in Attachment 9.4.1(b).

Attachment 9.4.1(a)

**GERALDTON ALTERNATIVE SETTLEMENT AGREEMENT –
STAGES OF THE LAND IDENTIFICATION, ASSESSMENT AND SELECTION PROCESS**



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

12.1 ENDORSEMENT OF STAFF TO SERVE AS ACTING CHIEF EXECUTIVE OFFICER

This matter will be dealt with as a confidential item in accordance with Section 5.23 of the Local Government Act as it contains information about a matter affecting an employee and/or a contract entered into, or which may be entered into, by the local government and which relates to a matter to be discussed at the meeting.

13.0 TIME AND DATE OF NEXT MEETING

Next Ordinary Council Meeting to be held on Wednesday 17 October 2018 commencing at 4.30pm.

14.0 CLOSURE

These minutes were confirmed at an Ordinary Council meeting on 17 October 2018.

Signed _____
Presiding Officer

Date: _____