



SHIRE OF MENZIES

MINUTES

**OF THE ORDINARY MEETING OF COUNCIL
HELD**

Thursday 29 October 2015

Shire of Menzies

Commencing at 10:07am

DISCLAIMER

No responsibility whatsoever is implied or accepted by the Shire of Menzies for any act or omission or statement or intimation occurring during this meeting.

It is strongly advised that persons do not act on what is heard at this meeting and should only rely on written confirmation of Council's decision, which will be provided within fourteen (14) days of this meeting.

FINANCIAL INTEREST (EFFECTIVE 1 JULY 1996)

A financial interest occurs where a Councillor, or person with whom the Councillor is closely associated, has direct or indirect financial interest in the matter. That is, the person stands to make a financial gain or loss from the decision, either now or at some time in the future.

An indirect financial interest includes a reference to a financial relationship between that person and another person who requires a Local Government decision in relation to the matter.

Councillors should declare an interest:

- a) In a written notice given to the CEO before the meeting: or**
- b) At the meeting immediately before the matter is discussed**

A member who has declared an interest must not:

Preside at the part of the meeting relating to the matter: or
Participate in, or be present during any discussion or decision making procedure relating to the matter.

Unless the member is allowed to do so under Section 5.68 or 5.69, Local Government Act 1995

Ref: Local Government Act 1995 Division 6 – Disclosure of Financial Interest.
Specifically Sections 5.60, 5.61, 5.65 and 5.67

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MINUTES OF ORDINARY MEETING OF COUNCIL

1. DECLARATION OF OPENING

The Acting Chief Executive Officer declared the meeting open at 10:07am, welcomed the attendees, visitors, guests and proceeded with the Agenda as planned.

Cr Jill Dwyer, Cr Ian Baird and Cr Debbie Hansen completed declarations as required by the Local Government (Constitutional) Regulations 1998 and were sworn in by Cr Jamie Mazza JP.

1.1 ELECTION OF PRESIDENT AND DEPUTY PRESIDENT 2015-2017

ELECTION OF PRESIDENT

The CEO called for nominations for the role of President and advised he had received two written nominations for the position; Cr Jill Dwyer and Cr Justin Lee.

A ballot was conducted, and the CEO gave notice of the result of the ballot and declared the successful councillor elected to the office of President.

The Acting Chief Executive Officer announced that Cr Jill Dwyer was elected as Shire President.

Cr Dwyer then completed the declaration as required by the Local Government (Constitutional) Regulations 1998.

Cr Dwyer then assumed the Chair.

ELECTION OF DEPUTY PRESIDENT

On assuming the Chair, the President called for nominations for the position of Deputy President.

Only one nomination was been received from Cr Ian Baird, and the President will declared that Cr Baird be elected to the position of Deputy President.

The Acting Chief Executive Officer announced that Cr Ian Baird was elected as Deputy Shire President.

Cr Baird then completed the declaration as required by the Local Government (Constitutional) Regulations 1998.

The Acting Chief Executive Officer offered congratulations to the newly elected Councillors and the newly elected Shire President and Deputy Shire President.

The meeting was adjourned at 10:31am and the visiting public were invited to join Councillors for morning tea.

2. ANNOUNCEMENT OF VISITORS

Adam Pratt, Environmental Health & Safety Manager, Vimy Resources until 11:20am
Simon Williamson, Environmental Manager, Cameco Australia from 11:21am until 11:50am.

3. RECORD OF ATTENDANCE

3.1 PRESENT

Councillors:	Cr J Dwyer	Shire President
	Cr I Baird	Deputy Shire President
	Cr I Tucker	Councillor
	Cr J Mazza	Councillor
	Cr J Lee	Councillor
	Cr D Hansen	Councillor
	Cr K Mader	Councillor
Staff:	P Durtanovich	A/CEO
	L Downie	Minutes
Observers:	Mr Vic Wozniak until 12:19pm	
	Mr Rod Baker until 2:44pm	

3.2 APOLOGIES

Councillors:	Nil	
Staff:	R Pepper	MWS

3.3 LEAVE OF ABSENCE PREVIOUSLY APPROVED

Nil

4. RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE

Nil

5. PUBLIC QUESTION TIME

Nil

6. APPLICATIONS FOR LEAVE OF ABSENCE

Nil

7. DECLARATIONS OF INTEREST

Item 12.2.3 EOI CRC and Caravan Park Tenders – Operation of CRC / Caravan Park

Cr Jill Dwyer declared financial interest in Item 12.2.3

Cr Justin Lee declared a financial interest in Item 12.2.3

Item 15.2 Extension of Acting Chief Executive Officer Contract

Pascoe Durtanovich, Acting Chief Executive Officer declared a financial interest in Item 15.2

8. NOTICE OF ITEMS TO BE DISCUSSED BEHIND CLOSED DOORS

Item 15.1 Selection of Chief Executive Officer

Item 15.2 Extension of Acting Chief Executive Officer Contract

9. CONFIRMATION OF MINUTES

9.1 Confirmation of Minutes of the Ordinary Council Meeting held on Thursday 24 September 2015

VOTING REQUIREMENTS:
Simple Majority Decision required

OFFICER'S RECOMMENDATION & COUNCIL DECISION:	No: 0880
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Moved: Cr Mazza

Seconded: Cr Hansen

That the Minutes of the Ordinary Meeting of Council held on 24 September 2015 be confirmed as a true and accurate record.

11:19am

CARRIED 7/0

10. PETITIONS/DEPUTATIONS/PRESENTATIONS
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10.1 Vimy Resources – Mulga Rock Uranium Project.

Adam Pratt, Environmental Health & Safety Manager, Vimy Resources made a presentation to Council regarding the Mulga Rock Uranium Project.

10.2 Cameco Australia Yeelirrie Uranium Project – Transport of Uranium through Menzies along the Goldfields Highway.

Simon Williamson, Environmental Manager, Cameco Australia made a presentation to Council regarding the Yeelirrie Uranium Project.

COUNCIL DECISION:	No: 0881
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Moved: Cr Mazza

Seconded: Cr Baird

That Agenda Items 15.1 and 15.2 be dealt with at this point of the meeting.

11:15am

CARRIED 7/0

COUNCIL DECISION:	No: 0882
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Moved: Cr Mazza

Seconded: Cr Lee

That Council move behind closed doors to discuss Item 15.1 Selection of Chief Executive Officer pursuant to Local Government Act 1995 s.5.23(2)(b) and (c) the personal affairs of any person; and 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.

12:19pm

CARRIED 7/0

Leanne Downie, Vic Wozniak and Rod Baker left the meeting at 12:20pm

Discussion was held on Item 15.1.

COUNCIL DECISION:

No: 0883

Moved: Cr Tucker

Seconded: Cr Lee

That Council come out from behind closed doors.

12:25pm

CARRIED 7/0

15.1 SELECTION OF CHIEF EXECUTIVE OFFICER

SUBMISSION TO:	Ordinary Council Meeting, 29 October 2015
LOCATION:	Not applicable
APPLICANT:	Not applicable
FILE REF:	ADM125
DISCLOSURE OF INTEREST:	None
DATE:	19 October 2015
AUTHOR:	P Durtanovich, A/Chief Executive Officer
SIGNATURE OF AUTHOR:	
PREVIOUS MEETING REFERENCE:	Ordinary Council Meeting – 30 July 2015

ATTACHMENTS:

A draft Contract of Employment has been provided to Councillors under separate cover.

SUMMARY:

Interviews for the position of Chief Executive Officer with the Shire of Menzies have been completed. Council is now required to consider making an appointment.

BACKGROUND:

Nil

COMMENT:

The Local Government Act requires that no Council vote is to be in secret. It is therefore necessary for council to hold discussions on the appointment behind closed doors, then re-open the meeting for the purpose of making the decision.

CONSULTATION:

Not applicable.

STATUTORY ENVIRONMENT:

The appointment of a Chief Executive Officer is covered under Section 5.36 of the Local Government Act, 1995 which states:

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 person is suitably qualified for the position; and

(b) is satisfied* with the provisions of the proposed employment contract.

**Absolute majority required.*

POLICY IMPLICATIONS:

Nil

FINANCIAL IMPLICATIONS:

As outlined in the contract of employment for the employment of a Chief Executive Officer.

STRATEGIC IMPLICATIONS:

Nil

VOTING REQUIREMENTS:

Simple majority to sit behind closed doors.

Absolute majority for the appointment of a Chief Executive Officer.

COUNCIL DECISION:

No: 0884

That Council:

1. **Appoint Michael Freeman to the position of Chief Executive Officer with the Shire of Menzies for a period of 3 years commencing in January 2016 and concluding in January 2019.**
2. **Is of the belief that Michael Freeman is suitably qualified for the position of Chief Executive Officer; and**
3. **Is satisfied with the provisions of the proposed employment contract to be entered into with Michael Freeman in accordance with the advertised package; and**
4. **Authorise the Shire President and Acting CEO to finalise contract conditions of employment.**

12:40pm

CARRIED BY ABSOLUTE MAJORITY 6/1

Pascoe Durtanovich declared a financial interest in Item 15.2 on the basis that he is the current Acting Chief Executive Officer and left the meeting at 12:42pm

15.2 EXTENSION OF ACTING CHIEF EXECUTIVE OFFICER CONTRACT

COUNCIL DECISION:

No: 0885

That Mr Pascoe Durtanovich's Contract of Employment as Acting CEO be extended to 5 January 2016.

12:44pm

CARRIED BY ABSOLUTE MAJORITY 7/0

The meeting was adjourned for lunch at 12:45pm

Res ~~0885~~ amended at
the OCM held on 29/10/2015

The meeting resumed at 1:12pm with all present with the exception of Vic Wozniak who did not return to the meeting.

11. ANNOUNCEMENTS BY PRESIDING MEMBER WITHOUT DISCUSSION

Nil

12. REPORTS OF COMMITTEES AND OFFICERS

12.1 HEALTH, BUILDING & TOWN PLANNING BUSINESS

12.1.1 APPLICATION FOR PLANNING APPROVAL

SUBMISSION TO:	Ordinary Meeting of Council, 29 October 2015
LOCATION:	Shire of Menzies
APPLICANT:	Mr Robert O'Loughlin
FILE REF:	ASS1580
DISCLOSURE OF INTEREST:	None
DATE:	25 September 2015
AUTHOR:	Dave Hadden, Environmental Health Officer/Building Surveyor
SIGNATURE OF AUTHOR:	
SENIOR OFFICER:	Pascoe Durtanovich, Acting CEO
SIGNATURE OF SENIOR OFFICER:	
PREVIOUS MEETING REFERENCE:	Nil

ATTACHMENTS:

12.1.1 Attachment #1 Locality Plan

SUMMARY:

Application has been seeking approval to construct an over height corrugated iron fence around Lot 571 (85) Webb Street Menzies.

BACKGROUND:

The applicant has previously made contact with staff to determine fencing heights required for residential properties which has resulted in the written request for over height boundary fencing.

COMMENT:

Council does not have fencing Local Laws that determine boundary fence heights or approved materials for different zoned areas. Generally most local governments allow 1.2m high front fences forward of building lines and 1.8m high side and rear boundary fence heights on residential zoned land. This lot is zoned rural under Council existing and proposed Planning Scheme which in normal circumstance would only require a stock fence of 1.2m height on boundary alignments. The applicant wishes to construct higher boundary fencing and as such this application has been received seeking development approval.

The applicant is seeking approval for a 1.8m high front fence forward of the building line required by State Planning Residential R Codes (setback 6m) and a 2m high side and rear fence constructed of drill rod posts (2m centres) steel top hat rails and teck screwed new corrugated iron fencing sheets. Council's building surveyor has no concerns with the design or height of the proposed fencing.

CONSULTATION: Nil

STATUTORY ENVIRONMENT: Nil

POLICY IMPLICATIONS:

There are no policy implications resulting from the recommendation of this report.

FINANCIAL IMPLICATIONS: Nil

STRATEGIC IMPLICATIONS: Nil

VOTING REQUIREMENTS:

Simple majority

OFFICER'S RECOMMENDATION & COUNCIL DECISION:

No: 0886

Moved: Cr Mazza

Seconded: Cr Dwyer

That the construction of a 1.8m high front and 2m high side and rear boundary fencing comprising of drill rod posts (2m centres), steel top hat rails and teck screwed corrugated iron sheeting at Lot 571 (85) Webb Street Menzies be approved, subject to the fencing sheets being constructed of new corrugated iron sheeting.

1:15pm

CARRIED 7/0

12. REPORTS OF COMMITTEES AND OFFICERS

12.2 FINANCE AND ADMINISTRATION BUSINESS

12.2.1 MONTHLY FINANCIAL REPORT – SEPTEMBER 2015

SUBMISSION TO:	Ordinary Meeting of Council, 29 October 2015
LOCATION:	Shire of Menzies
APPLICANT:	N/A
FILE REF:	ADM052
DISCLOSURE OF INTEREST:	None
DATE:	2 October 2015
AUTHOR:	Pascoe Durtanovich, A/Chief Executive Officer
SIGNATURE OF AUTHOR:	
PREVIOUS MEETING REFERENCE:	None

ATTACHMENTS:

12.2.1 Attachment #1 Monthly Statement of Financial Activity and associated reports for September 2015

SUMMARY:

Statutory Financial Reports are submitted to Council for receipt as a record of financial activity during the reporting month.

BACKGROUND:

The monthly reports have been prepared by Shire Officers to reflect revenue and expenditure transactions for the period to 30 September 2015.

COMMENT:

The Shire of Menzies is now using Synergy to compile the Monthly Financial reports.

CONSULTATION: N/A

STATUTORY ENVIRONMENT:

Local Government (Financial Management) Regulations – Regulation 34

POLICY IMPLICATIONS: Nil

FINANCIAL IMPLICATION: Nil

STRATEGIC IMPLICATIONS:

14.3.5 Sustainable Resource Management

Ensure resources are managed effectively

Prepare timely accurate reports on the Shire's activities, budgets, plans and performance

VOTING REQUIREMENTS:

Simple majority

OFFICER'S RECOMMENDATION & COUNCIL DECISION:

No: 0887

Moved: Cr Tucker

Seconded: Cr Lee

That Council receive the Financial Reports, Statement of Financial Activity and associated reports for the period to 30 September 2015.

1:20pm

CARRIED 7/0



SHIRE OF MENZIES

MONTHLY FINANCIAL REPORT

For the Period Ended 30th SEPT 2015

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

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Statement of Financial Activity

Budget vs. Actual - graphs

Net Current Funding Position

Cash and Investments

Receivables

Cash Backed Reserves

Grants & Contributions

Trust

Major Variation Notes

Schedules 3 To 14 (By Program)

includes

Grants and Contributions

Capital Expenditure

EOFY / Budget Predictions

Financial Overview for the EOFY

Prepared By: Karen Oborn, Deputy CEO

Date: 16/10/2015

SHIRE OF MENZIES
STATEMENT OF FINANCIAL ACTIVITY
(Statutory Reporting Program)
For the Period Ended 30th SEPT 2015

	Annual Budget 2015-16	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(b)	Var.
Operating Revenues	\$	\$	\$	\$	%	
Governance	2,500	825	0	(625)	(100.00%)	
General Purpose Funding	1,381,426	345,357	376,159	30,802	8.19%	
Law, Order and Public Safety	7,450	1,883	0	(1,863)	(100.00%)	
Health	500	125	0	(125)	(100.00%)	
Housing	57,508	14,377	7,143	(7,234)	(101.27%)	
Community Amenities	6,350	1,588	6,345	4,758	74.98%	
Recreation and Culture	22,125	5,531	19,624	14,093	71.81%	▲
Transport	950	238	217,200	216,963	99.89%	▲
Economic Services	209,620	52,405	60,363	7,958	13.18%	
Other Property and Services	41,200	10,300	162,727	152,427	93.67%	▲
Total (Ex. Rates)	1,729,629	432,407	849,561	417,154		
Operating Expense						
Governance	(736,405)	(154,101)	(167,917)	16,184	9.64%	
General Purpose Funding	(244,613)	(61,153)	(54,670)	6,483	11.86%	
Law, Order and Public Safety	(178,333)	(44,363)	(55,763)	(11,179)	(20.05%)	▼
Health	(183,346)	(45,817)	(6,285)	39,552	629.30%	▲
Education and Welfare	(9,500)	(2,375)	0	2,375	100.00%	
Housing	(136,916)	(34,129)	(41,445)	(7,216)	(17.41%)	
Community Amenities	(129,578)	(32,398)	(20,863)	11,732	56.78%	▲
Recreation and Culture	(430,462)	(101,818)	(47,515)	60,130	126.49%	▲
Transport	(6,150,718)	(1,337,880)	(1,903,348)	(365,669)	(19.21%)	▼
Economic Services	(1,274,921)	(312,730)	(311,350)	7,380	2.37%	
Other Property and Services	(4,899)	(1,150)	(110,471)	(109,221)	(98.87%)	▼
Total	(9,479,793)	(2,369,948)	(2,719,426)	(349,478)		
Funding Balance Adjustment						
Add back Depreciation	3,270,269	817,567	1,324,069	506,501	38.25%	▲
Adjust (Profit)/Loss on Asset Disposal	0	0	0	0		
Adjust Provisions and Accruals	0	0	0	0		
Net Operating (Ex. Rates)	(4,479,895)	(1,119,974)	(545,796)	574,178		
Capital Revenues						
Grants, Subsidies and Contributions	4,324,873	1,081,218	220,602	(860,616)	(390.12%)	
Proceeds from Disposal of Assets	0	0	0	0		
Transfer from Reserves	0	0	0	0		
Total	4,324,873	1,081,218	220,602	(860,616)		
Capital Expenses						
Land and Buildings	(731,220)	(182,809)	(194,292)	(11,487)	(5.91%)	
Plant and Equipment	(698,700)	(174,135)	(650)	173,525	26703.16%	▲
Furniture and Equipment	(44,500)	(11,120)	0	11,125	100.00%	▲
Infrastructure Assets - Roads	(3,586,228)	(846,357)	(768,790)	77,767	10.12%	▲
Infrastructure Assets - Other	(329,000)	(80,000)	0	82,000	100.00%	▲
Loan Principal	0	0	0	0		
Transfer to Reserves	(1,871,855)	(417,983)	0	417,964	100.00%	▲
Total	(6,858,504)	(1,714,626)	(963,732)	750,894		
Net Capital	(2,533,631)	(633,408)	(743,130)	(109,722)		
Total Net Operating + Capital	(7,013,526)	(1,753,382)	(1,268,928)	464,456		
Operating Funding Surplus(Deficit)	4,225,446	4,225,446	4,225,446	0	0.00%	
Rate Revenue	2,788,081	232,340	2,816,138	2,583,798	91.75%	▲
Closing Funding Surplus(Deficit)	1	2,704,405	5,752,658	3,048,254		

Indicates a variance between Year to Date (YTD) Budget and YTD Actual data as per the adopted materiality threshold.

SHIRE OF MENZIES
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30th SEPT 2015

1. SIGNIFICANT ACCOUNTING POLICIES

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

(a) Basis of Accounting

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

(b) The Local Government Reporting Entity

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

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

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

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

(f) Cash and Cash Equivalents

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

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

(g) Trade and Other Receivables

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

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

SHIRE OF MENZIES
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30th SEPT 2015

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(h) Inventories

General

Inventories are valued at the lower of cost and net realisable value. Net realisable value is the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated costs of necessary to make the sale.

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

Land Held for Resale

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

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

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

(i) Fixed Assets

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

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

(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	5.00%
Furniture and Equipment	10.00%
Plant and Equipment - Heavy	15.00%
Plant and Equipment - Sundry	25.00%
Electronic Equipment	25.00%
Tools	20.00%
Infrastructure - Grids	4.00%
Infrastructure - Floodways	6.00%
Pavement	2.50%
Seal	6.67%
Curbing	2.00%
Other Infrastructure	2.00%

SHIRE OF MENZIES
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30th SEPT 2015

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(k) Trade and Other Payables

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

(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.

(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 MENZIES
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30th SEPT 2015

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, service charges and sewerage rates.

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, 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 the These are television and radio broadcasting, underground electricity and neighbourhood surveillance services. Exclude 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 MENZIES
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30th SEPT 2015

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

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

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

GOVERNANCE

Administration and operation of facilities and services to members of council. Other costs that relate to the task of assisting elected members and electors on matters which do not concern specific council services.

GENERAL PURPOSE FUNDING

Rates, general purpose government grants and interest revenue.

LAW, ORDER, PUBLIC SAFETY

Supervision of various by-laws, fire prevention and animal control.

HEALTH

Monitor and control health standards within the community, provide support and assistance with airstrips to enable all residents access to the Royal Flying Doctor for regular and emergency health services. Analytical services.

SHIRE OF MENZIES
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30th SEPT 2015

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(r) STATEMENT OF OBJECTIVE (Continued)

EDUCATION AND WELFARE

Support of education facilities within the Shire and of any external resources necessary to assist with education programmes for all residents.

HOUSING

Provision and maintenance of staff housing.

COMMUNITY AMENITIES

Maintain a refuse site for the settlement.

RECREATION AND CULTURE

Provide a library and museum and operation thereof. Maintain recreation centre, sports field, parks, gardens and other recreational facilities.

TRANSPORT

Construction and maintenance of roads, drainage works and traffic signs. Maintenance of settlement airstrip.

ECONOMIC SERVICES

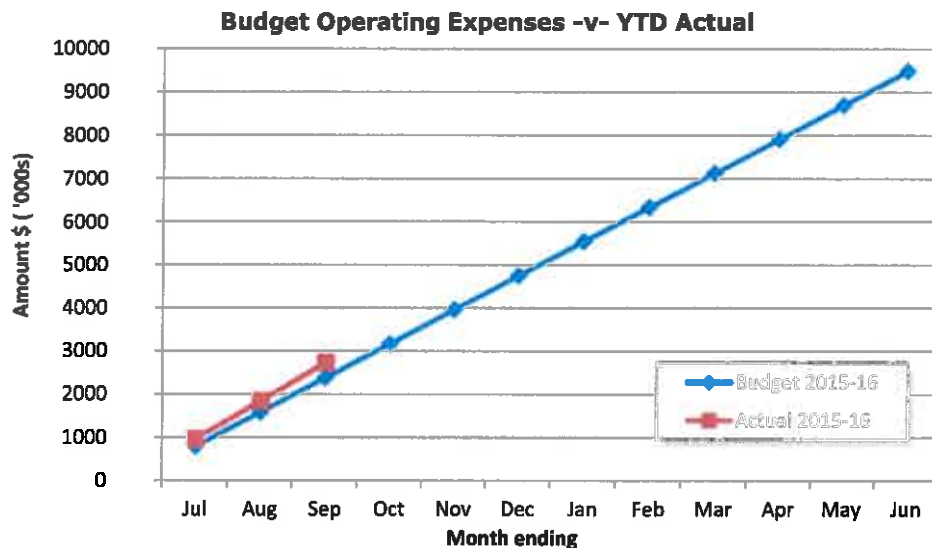
Building control, provision of power and water supplies. Supply and maintenance of television re-broadcast installation. Provision of radio communication. Maintenance of caravan park. Vermin control and area promotion.

OTHER PROPERTY & SERVICES

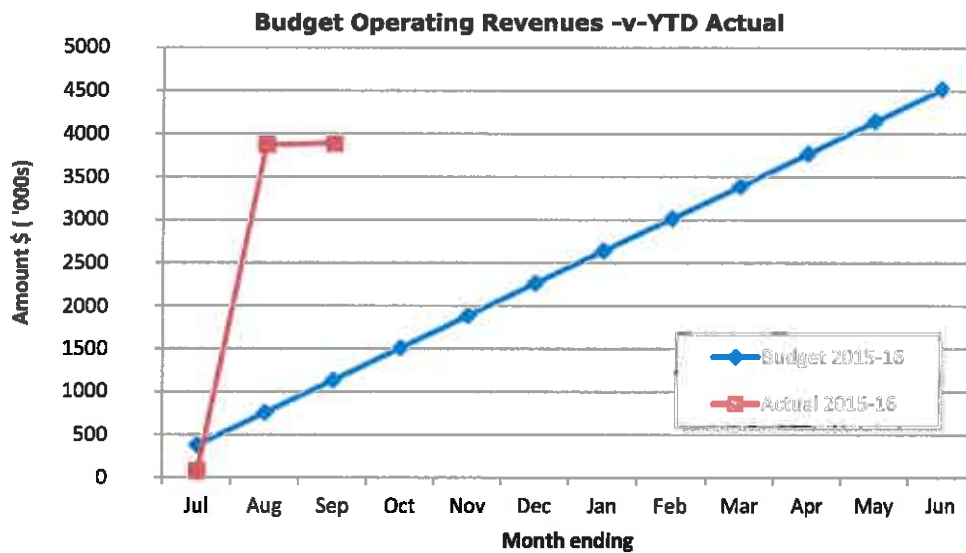
Private works operations, plant repairs and operations costs.

SHIRE OF MENZIES
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30th SEPT 2015

Graphical Representation - Source Statement of Financial Activity

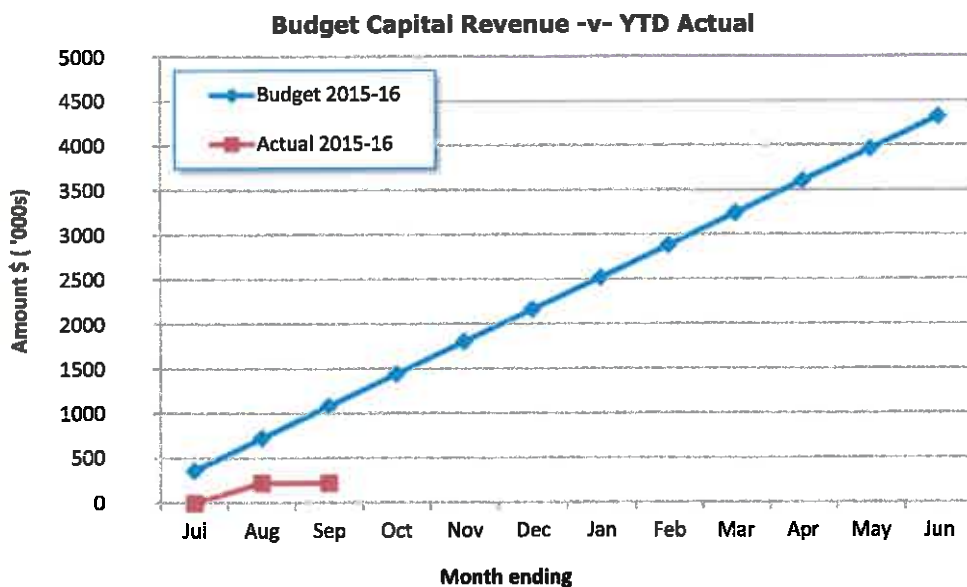
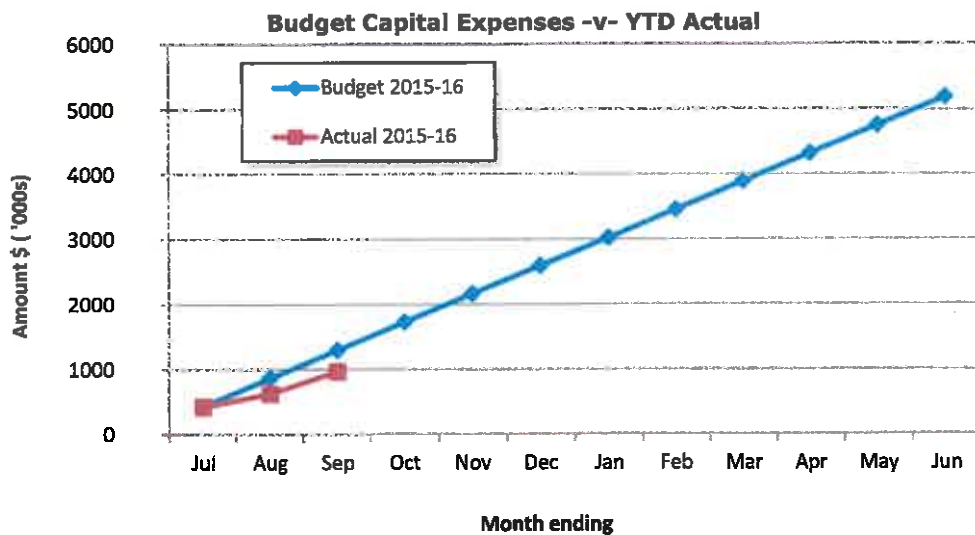


Road Depreciation was corrected in MAY 2015



SHIRE OF MENZIES
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30th SEPT 2015

Graphical Representation - Source Statement of Financial Activity



SHIRE OF MENZIES

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY For the Period Ended 30th SEPT 2015

NET CURRENT FUNDING POSTION

Current Assets

Cash Unrestricted
Cash Restricted
Receivables - Rates
Receivables -Other
Provision for Doubtful Debts
Inventories
timing

Less: Current Liabilities

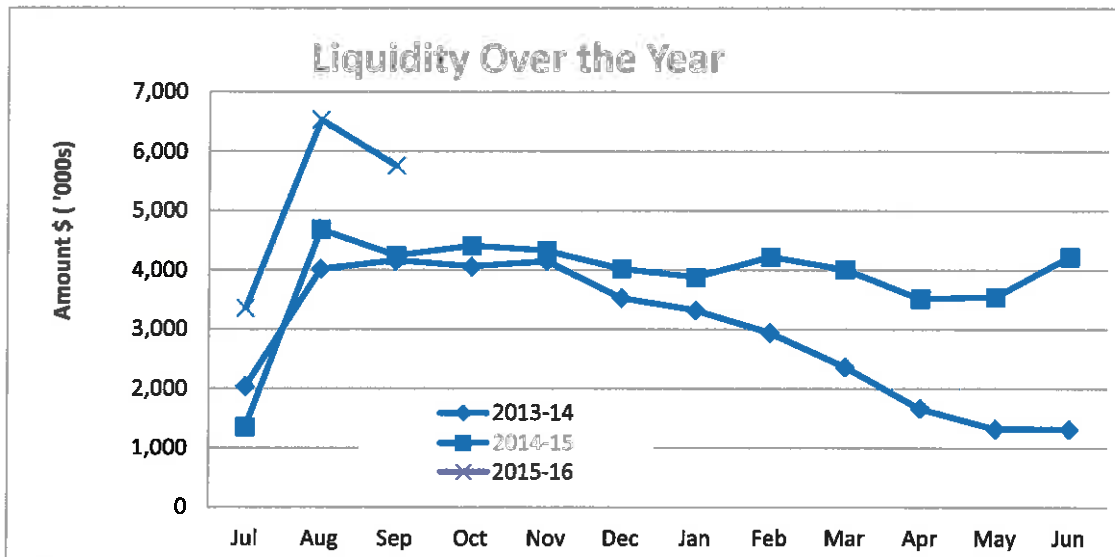
Payables
Income in Advance
Provisions

Less: Cash Reserves

Add: Cash Backed Leave Provisions

Net Current Funding Position

Positive=Surplus (Negative=Deficit)		
YTD	B/F	YTD
For the Period Ended 30th SEPT 2015	30th June 2015	Same Period Previous Year
\$	\$	\$
3,792,917	3,296,976	1,140,123
2,590,905	2,590,905	2,590,905
2,070,998	902,001	524,474
350,453	491,753	305,436
(200,000)	(200,000)	(200,000)
1,051	7,204	4,587
8,606,325	7,088,840	4,365,525
(233,641)	(153,213)	(445,734)
(26,321)	0	0
(89,873)	(89,873)	(89,873)
(349,835)	(243,086)	(535,607)
(2,590,905)	(2,590,905)	(2,590,905)
89,873	89,873	89,873
5,755,458	4,344,721	1,328,886



SHIRE OF MENZIES

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY For the Period Ended 30th SEPT 2015

CASH AND INVESTMENTS

	Interest Rate	Unrestricted \$	Restricted \$	Trust \$	Total Amount \$	Institution	Maturity Date
(a) Cash Deposits							
Municipal Account	Variable	1,860,919			1,860,919	NAB	Cheque Acc.
Cash Maximiser Account	Variable	93,678			93,678	NAB	Cheque Acc.
Trust	Nil			3,100	3,100	NAB	On Hand
Cash On Hand		580			580	N/A	
(b) Term Deposits							
Municipal Investment		1,837,739			1,837,739	NAB	Various
Reserves			2,590,905		2,590,905	NAB	Various
(c) Other Investments							
N/A					0		
Total		3,792,917	2,590,905	3,100	6,386,922		

SHIRE OF MENZIES
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30th SEPT 2015

Note5: BUDGET AMENDMENTS

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

GL Account Code	Description	Council Resolution	Classification	Non Cash Adjustment	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
	Surplus/(Deficit) on Budget Adoption			\$	\$	\$	\$
						0	0
03201	Grants Commission Grant Received - General		Opening Surplus(Deficit)	(862,171)		(862,171)	(862,171)
03202	Grant Commission - Ops Road Component		Opening Surplus(Deficit)	(405,665)		(405,665)	(1,267,836)
1404000	Income in Advance		Opening Surplus(Deficit)	1,267,836		1,267,836	0
13701	Community Develop Manager		Operating Expenses			(15,812)	(15,812)
13310	BCITF Levy due from 14/15		Operating Expenses			(2,488)	(18,300)
							(18,300)
							(18,300)
							(18,300)
	Closing Funding Surplus (Deficit)			0	0	(18,300)	(18,300)

SHIRE OF MENZIES

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30th SEPT 2015

Confirmed Minutes
Ordinary Council Meeting 29 October 2015

RECEIVABLES

Receivables - Rates Receivable

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

Net Rates Collectable
% Collected

incs interims

For the Period Ended 30th SEPT 2015	YTD 30th June 2015
\$	\$
922,220	524,474
2,816,138	2,850,046
(1,667,360)	(1,927,826)
2,070,998	922,220
2,070,998	922,220
44.60%	57.13%

Receivables - General

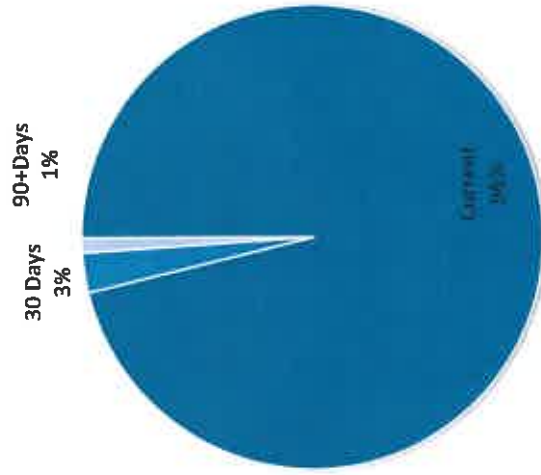
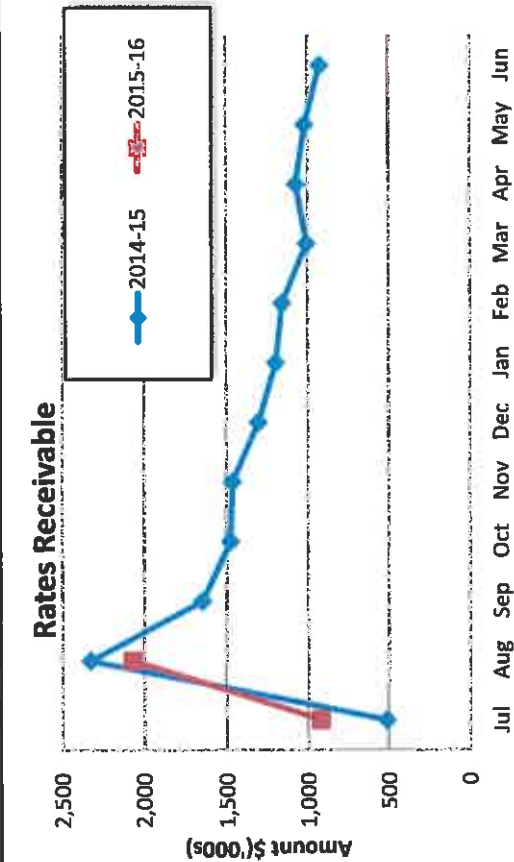
Receivables - General

Total Receivables General Outstanding

Amounts shown above include GST (where applicable)

Current	30 Days	60 Days	90+Days
\$	\$	\$	\$
172,822	5,000	0	1,838
			179,660

Accounts Receivable (non-rates)

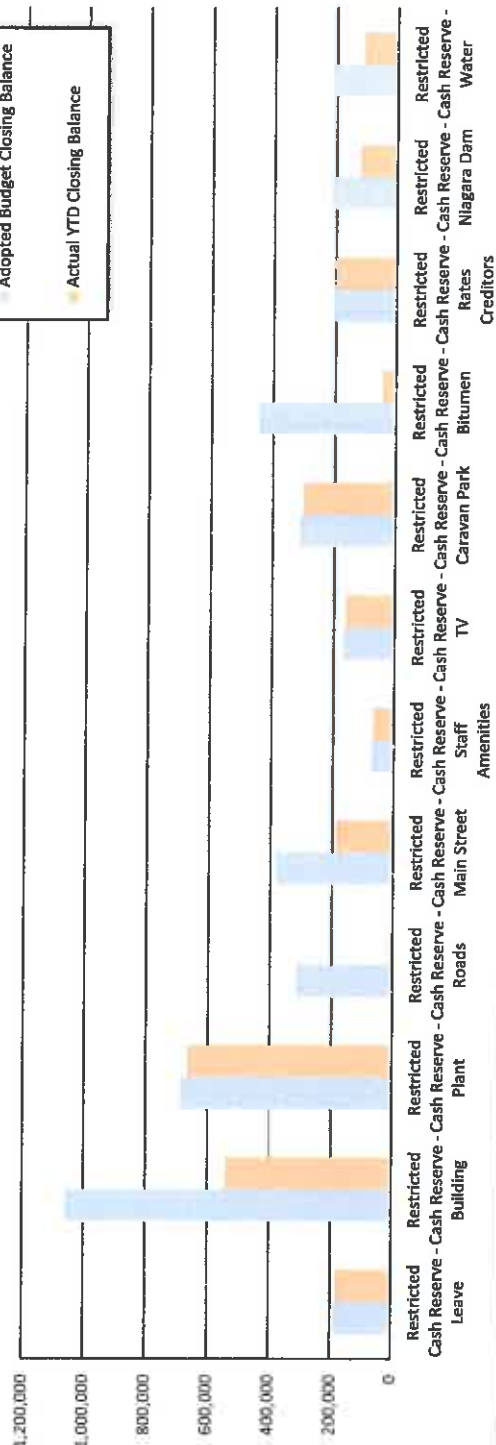


SHIRE OF MENZIES
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30th SEPT 2015

Cash Backed Reserves

2015-16 Name	Opening Balance	Adopted Budget Interest Earned	Actual Interest Earned	Adopted Budget Transfers In (+)	Actual Transfers In (+)	Adopted Budget Transfers Out (-)	Actual Transfers Out (-)	Adopted Budget Closing Balance	Actual YTD Closing Balance
Restricted Cash Reserve - Leave	\$ 182,552	\$ 6,341	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 188,893	\$ 182,552
Restricted Cash Reserve - Building	541,383	18,806	0	500,000	0	0	0	1,060,189	541,383
Restricted Cash Reserve - Plant	665,689	23,124	0	0	0	0	0	688,813	665,689
Restricted Cash Reserve - Roads	14,911	518	0	300,000	0	0	0	315,429	14,911
Restricted Cash Reserve - Main Street	187,858	6,526	0	188,000	0	0	0	382,384	187,858
Restricted Cash Reserve - Staff Amenities	67,265	2,337	0	3,856	0	0	0	73,458	67,265
Restricted Cash Reserve - TV	160,395	5,572	0	0	0	0	0	165,967	160,395
Restricted Cash Reserve - Caravan Park	300,436	10,436	0	0	0	0	0	310,872	300,436
Restricted Cash Reserve - Bitumen	43,916	1,526	0	400,000	0	0	0	445,442	43,916
Restricted Cash Reserve - Rates Creditors	199,054	6,915	0	0	0	0	0	205,969	199,054
Restricted Cash Reserve - Niagara Dam	119,578	4,154	0	90,000	0	0	0	213,732	119,578
Restricted Cash Reserve - Water	107,868	3,747	0	100,000	0	0	0	211,615	107,868
	2,590,905	90,000	0	1,581,856	0	0	0	4,262,761	2,590,905

Year To Date Reserve Balance to End of Year Estimate



SHIRE OF MENZIES

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30th SEPT 2015

Note 8: CAPITAL DISPOSALS AND ACQUISITIONS

Actual YTD Profit/(Loss) of Asset Disposal				Adopted Budget For the Period Ended 30th SEPT 2015			
Cost	Accum Depr	Proceeds	Profit (Loss)	Disposals	Adopted Budget Profit/(Loss)	Actual Profit/(Loss)	Variance
\$	\$	\$	\$		\$	\$	\$
				Plant and Equipment			
			0	CEOs Car asset 342	2,333	0	(2,333)
			0	Rubbish Truck asset 297	1,000	0	(1,000)
			0			0	0
			0			0	0
			0			0	0
			0			0	0
			0			0	0
0	0	0	0		3,333	0	(3,333)

Comments - Capital Disposal/Replacements

Summary Acquisitions		Adopted Budget For the Period Ended 30th SEPT 2015		
Comments		Amended Budget	Actual	Variance
	Land and Buildings	\$ 739,220	\$ 194,292	(544,928)
	Plant and Equipment	696,700	650	(696,050)
	Furniture and Equipment	44,500	0	(44,500)
	Infrastructure - Roads	3,386,229	768,790	(2,617,439)
	Infrastructure - Other	320,000	0	(320,000)
	Capital Totals	5,186,649	963,732	(4,222,917)

Comments - Capital Acquisitions

SHIRE OF MENZIES

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30th SEPT 2015

Note 8: CAPITAL DISPOSALS AND ACQUISITIONS

Comments	Land and Buildings	Adopted Budget For the Period Ended 30th SEPT 2015		
		Adopted Budget	Actual	Variance
		\$	\$	\$
	Installation of Solar Panels New Houses	50,000	0	(50,000)
	Installation Landscaping New Houses	60,000	416	(59,584)
	Installation of Sheds for New Houses	52,653	42,118	(10,535)
	Installation landscaping - Shenton St Units	20,000	8,464	(11,536)
	CEO House Renewal	25,000	1,252	(23,748)
	Construction Project Shire Hall Toilets	69,567	46,016	(23,551)
	Upgrade of Old Church Menzies	50,000	0	(50,000)
	Stone Restoration & Repairs Historic Buildings	120,000	0	(120,000)
	Minor building renewals	10,000	0	(10,000)
	Depot Extension - Asset Upgrade	150,000	0	(150,000)
	TyTy Capital Items Purchased	10,000	0	(10,000)
	Solar Power Units - GVR0C Project	50,000	72,965	22,965
	Electrical Upgrades to Admin	52,000	0	(52,000)
	Purchase of land lots for town development	20,000	23,061	3,061
	Capital Totals	739,220	194,292	(544,928)

Comments	Plant & Equipment	Adopted Budget For the Period Ended 30th SEPT 2015		
		Adopted Budget	Actual	Variance (Under)Over
		\$	\$	\$
	Purchase Vibrating Roller	219,100	0	(219,100)
	Purchase Small Tipper	80,800	0	(80,800)
	Purchase Rubbish Truck	191,500	0	(191,500)
	Purchase Pedestrian Roller	11,500	0	(11,500)
	Purchase Jacking Beam for Hoist	29,000	0	(29,000)
	Minor Plant Purchases	4,300	0	(4,300)
	Mtce. Grader Accommodation	90,500	650	(89,850)
	CEOs Vehicle Replacement	70,000	0	(70,000)
	Capital Totals	696,700	650	(696,050)

SHIRE OF MENZIES

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30th SEPT 2015

Note 8: CAPITAL DISPOSALS AND ACQUISITIONS

Comments	Furniture & Equipment	Adopted Budget For the Period Ended 30th SEPT 2015		
		Adopted Budget	Actual	Variance (Under)Over
		\$	\$	\$
	New Locking System	10,000	0	(10,000)
	Admin Phone System Upgrade	10,000	0	(10,000)
	Replacement Conferance Phone System for Cham	10,000	0	(10,000)
	dishwashers for the 3 staff houses	3,000	0	(3,000)
	Water Tanks for 4 staff houses	11,500	0	(11,500)
	Capital Totals	44,500	0	(44,500)

Comments	Roads	Adopted Budget For the Period Ended 30th SEPT 2015		
		Adopted Budget	Actual	Variance (Under)Over
		\$	\$	\$
	Evanstone Menzies Rd CRSF	360,009	84,328	(275,681)
	Evanstone Menzies Rd BST	143,190	0	(143,190)
	Menzies NW Rd BST	77,691	0	(77,691)
	Menzies NW Rd MUNI	350,000	76,920	(273,080)
	Menzies NW Rd MUNI 14/15	241,000	0	(241,000)
	TJTI Rd MUNI 14/15	60,302	0	(60,302)
	Main Street: MUNI	203,919	0	(203,919)
	Connie Sue Rd MUNI	31,000	0	(31,000)
	Kookynie rd MUNI	205,033	0	(205,033)
	Kingsington St MUNI	78,425	0	(78,425)
	Evanstone Menzies Rd RRG	150,000	0	(150,000)
	Yarri Rd RRG	135,000	0	(135,000)
	Menzies NW Rd RRG	300,000	272,499	(27,501)
	Menzies NW Rd R2R	659,000	262,492	(396,508)
	Connie Sue RdR2R	50,000	0	(50,000)
	Shire House - Crossover Construction	152,012	0	(152,012)
	Footpath Construction	93,648	68,199	(25,449)
	Bicycle Path Construction	96,000	4,352	(91,648)
				0
	Capital Totals	3,386,229	768,790	(2,617,439)

Comments	Other Infrastructure	Adopted Budget For the Period Ended 30th SEPT 2015		
		Adopted Budget	Actual	Variance (Under)Over
		\$	\$	\$
	New Pound	10,000	0	(10,000)
	Waste Refuse Site Renewal Project	65,000	0	(65,000)
	Aunty Nelly Water Reclaim Project	120,000	0	(120,000)
	Play Ground Equippe Upgrade Project	30,000	0	(30,000)
	Tourism Signage & events Board	15,000	0	(15,000)
	Town Street Trees Planting & Care Program	50,000	0	(50,000)
	Caravan Park Landscaping Project	30,000	0	(30,000)
	Capital Totals	320,000	0	(320,000)

SHIRE OF MENZIES
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30th SEPT 2015

Note 9: RATING INFORMATION												
RATE TYPE		Rate in \$	Number of Properties	Rateable Value \$	Rate Revenue \$	Interim Rates \$	Back Rates \$	Total Revenue \$	Adopted Budget Rate Revenue \$	Adopted Budget Interim Rate \$	Adopted Budget Back Rate \$	Adopted Budget Total Revenue \$
Differential General Rate												
GRV		0.07887	24	173,940	13,719	0	0	13,719	13,719			13,719
GRV	vacant	0.07999	1	4,420	354	0	0	354	354			354
UV	Pastoral	0.03747	17	1,067,719	40,007	0	0	40,007	40,007			40,007
UV	Other	0.02685	0	0	0	0	0	0	0		0	0
UV	Vacant	0.07887	5	22,600	1,782	0	0	1,782	1,782			1,782
UV	Mining ops	0.14411	274	13,514,700	1,947,603	0	0	1,947,603	1,951,702	40,000		1,991,702
UV	Mining exp	0.14205	260	4,515,792	641,468	0	0	641,468	641,468	0		641,468
UV	Mining pros	0.13999	231	493,202	69,043	0	0	69,043	69,043			69,043
Sub-Totals			812	19,792,373	2,713,977	0	0	2,713,977	2,718,076	40,000	0	2,758,076
Minimum Rates		Minimum \$										
GRV		300	13	25,036	3,900	0	0	3,900	3,900	0		3,900
GRV	vacant	300	222	30,945	66,600	0	0	66,600	66,600	0		66,600
UV	Pastoral	300	9	35,384	2,700	0	0	2,700	2,700	0		2,700
UV	Other	300	0	0	0	0	0	0	0	0		0
UV	Vacant	300	119	321,280	35,700	0	0	35,700	35,700	0		35,700
UV	Mining ops	300	63	48,560	18,900	0	0	18,900	18,900	0		18,900
UV	Mining exp	265	169	152,075	44,785	0	0	44,785	44,785	0		44,785
UV	Mining pros	235	211	176,801	49,585	0	0	49,585	49,585	0		49,585
Sub-Totals			806	790,081	113,270	0	0	113,270	222,170	0	0	222,170
Write offs			1,618									
Totals								2,827,247				2,980,246
								0				(192,165)
								2,827,247				2,788,081

Comments - Rating Information

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

The differential rates detailed above for the 2014/15 financial year have been determined by Council on the basis of raising the revenue required to meet the deficiency between the total estimated expenditure proposed in the budget and the estimated revenue to be received from all sources other than rates and also bearing considering the extent of any increase in rating over the level adopted in the previous year.

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

SHIRE OF MENZIES
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30th SEPT 2015

10. INFORMATION ON BORROWINGS

(a) Debenture Repayments

Council has no borrowings.

(b) New Debentures

No new debentures were raised during the reporting period.

SHIRE OF MENZIES
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30th SEPT 2015

GRANTS AND CONTRIBUTIONS

Confirmed by Minutes
 Ordinary Council Meeting

Program/Details GL	Grant Provider	Approval (Y/N)	2015-16 Adopted Budget	Variations Additions (Deletions)	Operating	Capital	Recovery Status Received Not Received
GENERAL PURPOSE GRANTS							
03201-Grants Commission	WALGGC	y	1,714,415	(862,171)	0		\$ 852,244
03202-Federal Roads	WALGGC	y	759,021	(405,665)	0		\$ 353,356
HOUSING							
LAW, ORDER, PUBLIC SAFETY							
05107-Fire Prevention Grant	DFES	y	2,000	(2,000)	0		0
RECREATION AND CULTURE							
11799-War Memorial Grants	Lotterywest	TBA	50,000	0	0		0
11799-War Memorial Grants	Dept of Veteran's Affairs	TBA	0	0	0		0
11799-War Memorial Grants	Minara	TBA	0	0	0		0
TRANSPORT							
MRWA ROAD FUNDING							
12226-Direct Grants	MRWA Direct	y	148,800				148,800
12227-MRWA Subsidies	MRWA	y	1,200				1,200
12225-Commodity Route Evanston-Menzies	MRWA	y	360,009				360,009
12228 - R2R Grant	R2R	y	659,000				659,000
12232 - RRG Grant	MRDWA	y	390,000				390,000
12236 - Black Spot Funding	MRDWA	y	147,254				147,254
OTHER ROAD/STREETS GRANTS							
12242-Flood Damage WANDRRA	DFES	y	2,568,610				2,568,610
ECONOMIC SERVICES							
13750-Grant Income CRC	CRC	y	111,000				111,000
TOTALS			6,911,309	(1,269,836)	0	0	5,641,473
Operating			2,586,436				0
Non-operating			4,324,873				0
			<u>6,911,309</u>				<u>0</u>

SHIRE OF MENZIES
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30th SEPT 2015

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-14	Amount Received	Amount Paid	Closing Balance 30-Sep-14
	\$	\$	\$	\$
Nomination Fees	0	160	(160)	0
Housing Bonds	3,600	0	(400)	3,200
Pet Bonds	1,400	0	(200)	1,200
	5,000	160	(760)	4,400

SHIRE OF MENZIES
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30th SEPT 2015

MAJOR VARIANCES - reasons

OPERATING REVENUES

SCH

3 Part of FAGs 15/16 was paid 30.06.2015 in 14/15

4

5 All of FESA ops grant 15/16 was paid 30.06.2015 in 14/15

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OPERATING EXPENSE

SCH

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13 Paid out pro rata LSL to retired CD Manager

14 A budget amend / correction - will be required for expenses in Schedule 14 as it is showing as being over allocated

CAPITAL REVENUE

> Part of the 15/16 FAGs funding has been paid 30.06.2015 in 14/15

> All of the 15/16 FESA operational funding has been paid 30.06.2015 in 14/15

>

CAPITAL EXPENSES

>

>

>

>

OTHER ITEMS

>

As



SHIRE OF MENZIES

PROFIT & LOSS Budget Performance BY PROGRAM

For the Reporting Period ended
30/09/2015

GL NUMBER	PARTICULARS DESCRIPTION	REVIEWED BUDGET		ACTUAL TO 30/09/2015		CURRENT YEAR ACTUALS PROJECTED TO THE EOY		Difference between Budget and Projected	COMMENTS
		INCOME	EXPEND	INCOME	EXPEND	INCOME	EXPEND		
SCHEDULE 3		\$	\$	\$	\$	\$	\$	\$	
GENERAL PURPOSE INCOME									
Rates Income									
03100	Rates Accounting Expense		500		0		500	0	
03101	Rate Notice Stationery expense		1,900		144		1,800	0	
03102	Valuation Expenses and Title Searches Expense		14,000		12,266		14,000	0	
03103	Debt Collection Expenses		15,000		3,721		15,000	0	
03106	General Rates Levied	2,798,081		2,830,888		2,830,888		-32,817	
03107	General Rates Levied UV Mining	0		0		0		0	all in GL 03106
03108	General Rates Levied UV Pastoral	0		0		0		0	all in GL 03106
03109	General Rates Levied GRV Residential	0		0		0		0	all in GL 03106
03110	General Rates Levied GRV Commercial	0		0		0		0	all in GL 03106
03111	General Rates Levied GRV Vacant	0		0		0		0	all in GL 03106
03112	General Rates Levied UV Mining - Min Rates	0		0		0		0	all in GL 03106
03113	General Rates Levied UV Pastoral - Min Rate	0		0		0		0	all in GL 03106
03114	General Rates Levied UV Other - Min Rates	0		0		0		0	all in GL 03106
03115	Interim Rates	40,000		(8,574)		40,000		0	Maybe subject to refund (DM)
03116	Interim Rates GRV	0		0		0		0	all in GL 03106
03117	Interim Rates UV Mining	0		0		0		0	all in GL 03106
03118	GRV Minimum Rates Raised	0		0		0		0	all in GL 03106
03119	GRV	0		0		0		0	all in GL 03106
03121	Rates Written-off & Adjustments	(50,000)		(6,186)		(50,000)		0	
03130	Rates Suspense Account	0		0		0		0	
03199	Admin Allocated to Rates		211,313		38,069		211,313	0	Non cash admin account
		2,788,081	242,613	2,816,138	64,200	2,820,888	242,613	(32,817)	
Other General Purpose Funding									
03120	Penalty Interest Raised on Rates	40,000		8,097		40,000		0	
03123	Instalment Interest Received	0		10,433		10,433		-10,433	
03125	Pens Deferred Rates Interest Grant	0		0		0		0	
03126	Legal Charges recovered	0		0		0		0	
03127	ESL Penalty levied	0		210		210		-210	
03200	Expenses relating to Other General Purpose Funding		2,000		470		2,000	0	
03201	Grants Commission Grant Received - General	863,370		328,005		863,370		0	
03202	Grant Commission - Ops Road Component	353,356		0		353,356		0	
03203	Grants Commission Grants Received - Special	0		0		0		0	
03204	ESL Penalty Interest	1,200		0		1,200		0	
03205	Interest Received - Municipal	33,000		64		33,000		0	
03206	Interest Received - Reserves	90,000		0		90,000		0	
03207	Other General Purpose funding received	500		26,350		500		0	to be reallocated to correct GL
		1,381,426	2,000	376,159	470	1,392,069	2,000	(10,643)	
3 TOTAL GENERAL PURPOSE INCOME		4,186,507	244,613	3,192,297	64,670	4,212,956	244,613		

SCHEDULE 4									
GENERAL ADMINISTRATION									
<u>Members of Council</u>									
04100 Members Travelling Expenses paid			27,145		4,132		27,145	0	
04101 Members Conference Expenses			11,112		4,522		11,112	0	
04102 Council Election Expenses			5,482		0		5,482	0	
04103 President's Allowance paid			16,395		2,622		16,395	0	
04104 Members Meeting Expenses			61,010		14,806		61,010	0	
04105 Members -Donations			2,575		8,000		8,000	5,425	
04106 Members - Subscriptions			1,500		1,350		1,500	0	
04107 Deputy President's Allowance paid			3,174		437		3,174	0	
04108 Members Communication Allowance			6,695		1,600		6,695	0	
04110 Civic Receptions & Functions Expense			3,343		728		3,343	0	
04113 Members Printing			100		0		100	0	
04114 Members Advertising			360		0		360	0	
04115 Members Citizenship Award			500		0		500	0	
04116 Insurance Reimbursements		2,500		0		2,500		0	
04117 Members - Depreciation of Fixed Assets			1,282		0		1,282	0	depr non cash acct
04119 Other Income Relating to Members		0		0		0		0	
04199 Admin Allocated to Members			528,282		95,174		528,282	0	Non cash admin account
		2,500	668,956	0	133,370	2,500	674,380	5,425	
<u>Other Governance</u>									
04201 Travel Expenses			2,000		0		2,000	0	
04202 Printing & Stationery			400		0		400	0	
04203 Legal Expenses Governance			5,600		4,394		5,600	0	
04204 Subscription Expenses Governance			33,750		27,368		33,750	0	LGA & Goldfields Assco
04205 Advertising Expenses Governance			7,800		1,359		7,800	0	
04206 Meeting Expenses Governance			1,350		410		1,350	0	
04207 Refreshment Expenses Governance			2,050		984		2,050	0	
04208 Communication Expenses Governance			500		0		500	0	
04209 Bad & Doubtful Debts			1,000		0		1,000	0	
04210 Records Expenses Governance			10,000		0		10,000	0	
04215 Other Expenses Governance			3,000		34		3,000	0	
		0	67,450	0	34,547	0	67,450	0	
4 TOTAL GOVERNANCE		2,500	736,406	0	167,917	2,500	741,830		

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SCHEDULE 5							
LAW, ORDER & PUBLIC SAFETY							
<u>Fire Prevention</u>							
05100 Fire Advertising		900		705		900	0
05101 Fire Prevention - Utilities		150		55		150	0
05102 Fire Prevention - Insurance		4,350		0		4,350	0
05103 Fire Fighting Expenses		12,100		1,019		12,100	0
05104 ESL Levy Council Property		15,341		12,397		15,341	0
05106 Fire Prevention - Other Revenue & Admin Fe	7,000		0		7,000	0	0
05107 FESA Operating Grant Income	0		0		0	0	0
05120 FESA Capital Grant	0		0		0	0	0
05177 Loss on Disposal of Assets		0		0		0	0
05188 Fire Prevention - Depreciation		47,260		12,214		47,260	0 depn non cash acct
05199 Admin Allocated to Fire Prevention		10,566		1,903		10,566	0 Non cash admin account
	7,000	90,867	0	26,293	7,000	90,867	0
<u>Animal Control</u>							
05201 Ranger Consultant		30,000		0		30,000	0
05202 Wild Dog Control		0		0		0	0
05203 Cactus Control		30,000		23,281		30,000	0
05204 Dog Expenses		300		79		300	0
05205 Cat Expenses		500		0		500	0
05206 Ranger Expenses		5,000		0		5,000	0
05207 Fines and Penalties - Animal Control	0		0		0	0	0
05208 Dog Registration Fees	350		0		350	0	0
05209 Cat Registration Fees	100		0		100	0	0
05299 Admin Allocated to Animal Control		10,566		0		10,566	0 Non cash admin account
	450	76,366	0	23,360	450	76,366	0
<u>Emergency Services</u>							
05301 Emergency Services Programs Expenses		1,800		1,217		1,800	0
05307 Police Station Costs		2,500		989		2,500	0
05399 Other Expenses Related to Law Order Safety		7,000		1,903		7,000	0
	0	11,300	0	4,110	0	11,300	0
5 TOTAL LAW ORDER & PUBLIC SAFETY	7,450	178,333	0	56,763	7,450	178,333	
SCHEDULE 7							
HEALTH							
<u>Health Expenses</u>							
07700 EHO Contract		17,500		3,080		17,500	0
07701 Nurse Expenses		150,000		0		150,000	0
07702 Other Expenses Relating to Health		0		350		0	0
07704 Income Relating to Health	0		0		0	0	0
07705 Septic Tank Application fees collected	500		0		500	0	0
07706 Purchase Furniture & Equipment - Health		0		0		0	0
07799 Admin Allocation - Health		15,848		2,855		15,848	0 Non cash admin account
	500	183,348	0	6,285	500	183,348	0
7 TOTAL HEALTH	500	183,348	0	6,285	500	183,348	
SCHEDULE 8							
EDUCATION AND WELFARE							
<u>Welfare & Education</u>							
08200 Other Expenses Relating to Welfare & Education		0		0		0	0
08201 Menzies School - Donations Paid		9,500		0		9,500	0
08204 Collections Goldfields Care Donations		0		0		0	0
	0	9,500	0	0	0	9,500	0
8 TOTAL EDUCATION AND WELFARE	0	9,500	0	0	0	9,500	
SCHEDULE 9							
HOUSING							
<u>Staff Housing</u>							
09101 Maintenance Staff Housing		100,000		17,663		100,000	0
09102 Staff Housing Furniture - non capital		8,500		158		8,500	0
09105 Staff House Costs Allocated to Services		(94,622)		(17,663)		(94,622)	0 Non cash admin account
09121 Staff Housing Rent Income	14,600		3,280		14,600	0	0
09122 Staff Housing Grants	0		0		0	0	0
09123 Staff Housing Reimbursements	750		0		750	0	0
09124 Staff Housing Other Revenue	250		0		250	0	0
09188 Depn Staff Housing		92,038		23,017		92,038	0 Depn non cash account
	15,600	105,916	3,280	23,174	15,600	105,916	0
<u>Other Housing</u>							
09201 Maintenance Non Staff Housing		15,000		18,270		15,000	0
09202 Interest Paid on Loans #17		0		0		0	0
09203 Interest Paid on Loans #Other		0		0		0	0
09204 Housing Lease Payments		16,000		0		16,000	0
09206 Other Housing Rental Fees	9,716		0		9,716	0	0
09207 Dept of Housing Leases - Teachers	32,192		3,863		32,192	0	0
	41,908	31,000	3,863	18,270	41,908	31,000	0
9 TOTAL HOUSING	57,508	136,916	7,143	41,445	57,508	136,916	

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COMMUNITY AMENITIES

Domestic Refuse

10100 Domestic Refuse Expenses		21,273		5,834		21,273	0
10101 Income Relating to Sanitation - Household Bl	6,350		6,345		6,350	0	0
10188 Refuse Collection - Depreciation		9,463		1,523		9,463	0
10199 Overheads Allocated to Sanitation		0		0		0	0
	6,350	30,736	6,345	7,357	6,350	30,736	0

Other Sanitation

10200 Maintenance Tip Site		50,000		6,661		50,000	0
10201 Litter & Graffiti Control Expenses		1,000		2,218		1,300	0
10204 Purchase Rubbish Bins - Sanitation - Other		2,500		0		2,500	0
	0	53,500	0	8,879	0	53,500	0

Protection of the Environment

10500 Expenses Relating to Protection of Environment		0		0		0	0
10501 Income Relating to Protection Of Environment	0	0	0	0	0	0	0
	0	0	0	0	0	0	0

Regional Development

10600 Costs Relating to Town Planning & Regional Development		2,500		0		2,500	0
10601 Income Relating to Town Planning & Regional Development	0	0	0	0	0	0	0
	0	2,500	0	0	0	2,500	0

Community Amenity

10700 Expenses Relating to Other Community Amenities		2,500		1,430		2,500	0
10701 Menzies Public Conveniences		20,000		2,642		20,000	0
10702 Maintenance - Cemetery		10,000		0		10,000	0
10704 Public Conveniences Kookynie		10,000		354		10,000	0
10799 Depn		342		0		342	0
10706 Grants for Other Community Amenities	0	0	0	0	0	0	0
	0	42,842	0	4,427	0	42,842	0

10 TOTAL COMMUNITY AMENITIES	6,350	129,578	6,345	20,663	6,350	129,578	0
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SCHEDULE 11 RECREATION & CULTURE

Public Halls and Civic Centres

11101 Maintenance - Hall		35,000		1,465		35,000	0
11103 Hall Hire Fees	100		0		0	0	100
11104 CLGF Grant - Toilet Upgrade - Halls	0		0		0	0	0
11105 Hire Fees - Chairs & Tables	25		0		0	0	25
11107 Supply of Water from Hall Standpipe	350		(26)		-26	0	376
	476	35,000	(26)	1,465	(26)	35,000	501

Recreation & Sports

11300 Sports Courts Utilities		5,500		1,122		5,500	0
11301 Other Recreation Expenses		15,000		5,759		15,000	0
11303 Parks & Gardens - Jobs		95,000		3,583		95,000	0
11304 Playground Equipment Maintenance		7,000		0		7,000	0
11306 Golf Club Expenses		20,000		0		20,000	0
11307 Water Park Operations		50,000		3,977		50,000	0
11308 Grant Received- Menzies Water Park	0		0		0	0	0
11309 DSR Grant Water Park Lights	0		0		0	0	0
11388 Depreciation Other Sport & Recreation		60,240		0		60,240	0
11399 Other Expenses - Other Sport & Recreation		105,656		19,035		105,656	0
	0	368,396	0	33,376	0	368,396	0

Rebroadcasting

11400 Expenses Relating to Television Radio		2,500		9,264		9,264	6,764
11402 SBS TV Digital Service Subsidy Received	21,650		19,650		19,650		2,000
	21,650	2,500	19,650	9,264	19,650	9,264	8,764

Libraries

11500 Training Libraries		1,500		0		1,500	0
11501 Postage & Freight Libraries		1,000		121		1,300	0
11502 Printing Libraries		500		0		500	0
11503 AMLB Fees Libraries		1,500		0		1,500	0
11505 Books & Programs Libraries		500		105		500	0
11599 Admin Allocated Libraries		10,566		2,311		10,566	0
	0	15,566	0	2,338	0	15,566	0

Heritage & Culture

11600 Heritage Consultants Costs		2,500		0		2,500	0
11601 Heritage Utilities Costs		0		0		0	0
11602 Niagara Dam Review		0		0		0	0
11603 Old Post Office Maintenance		1,500		1,139		1,500	0
11605 Old Butcher Shop Maintenance		2,500		0		2,500	0
11606 Museum Shed Maintenance		2,500		0		2,500	0
11608 Art & Culture initiatives		5,000		0		5,000	0
11618 CLGF Grants - Other Culture	0		0		0	0	0
11619 Lottery West Grants- Other Culture	0		0		0	0	0
	0	14,000	0	1,139	0	14,000	0

Museum

11701 Anzac War Memorial Maintenance		3,200		0		3,200	0
11702 Anzac War Memorial Utilities		300		35		300	0
11703 Anzac War Memorial Events		1,500		0		1,500	0
11799 Anzac War Memorial Grant	50,000		0		50,000		0
	50,000	5,000	0	35	50,000	5,000	0

11 TOTAL RECREATION & CULTURE	72,126	430,462	19,624	47,515	69,624	437,226	0
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TRANSPORT							
<u>Maintenance Streets, Roads, Bridges, Depots</u>							
12102 Contract Grading		200,000		0		200,000	0
12115 ROMAN II Subscription		7,000		6,028		7,000	0
12103 Fuel for Resale		0		0		0	0
12107 Drainage Construction		0		0		0	0
12111 Town Dam Menzies		10,000		179		10,000	0
12200 Maintenance - Muni Fund Roads - Jobs		550,000		102,452		550,000	0
12201 Maintenance - Depot		22,000		1,548		22,000	0
12202 Maintenance - Footpaths & Kerbs		40,000		2,377		40,000	0
12203 Ablution Blocks Removal		0		0		0	0
12204 Town Streets Clean Up & Sweeping		25,000		69		25,000	0
12205 Slashing - Town Streets		10,000		69		10,000	0
12207 Main Street Development - non capital		15,000		0		15,000	0
12208 Insulation for Records Sea Container		4,000		0		4,000	0
12209 Street Lighting		7,200		2,122		7,200	0
12210 Street Furniture		10,000		46		10,000	0
12211 Street Trees Gardens & Watering		10,000		833		10,000	0
12212 Sundry Tools & Materials		20,000		4,672		20,000	0
12213 Maintenance - Sewer Ponds		5,000		0		5,000	0
12214 Rehabilitation of Gravel & Sand Pit (s)		30,000		0		30,000	0
12216 Road Repairs Flood & Storm Damage MUNI		4,000		2,852		4,000	0
12220 Fuel Sales	50		0		50		0
12221 Income Relating to Streets, Roads, Bridges &	0		0		0		0
12223 Roadside Furniture and Signage		5,000		110		5,000	0
12224 Misc Permit Fees	900		0		900		0
12226 Grant - MRWA Direct Grant	148,800		161,700		161,700		-12,900
12227 Grant - MRWA Subsidies	1,200		0		1,200		0
12230 Grant - Roadwise	0		0		0		0
12222 Bikeway Grants - Dual Use Paths	0		0		0		0
12225 Grant - MRWA Projects - Evanstone Menzies	360,009		0		360,009		0
12228 Grant - Roads to Recovery	659,000		0		659,000		0
12232 Grant - RRG	390,000		0		390,000		0
12236 Grant - MRWA Blackspot	147,254		58,902		147,254		0
12237 Grant - Roads	0		156,000		0		0
12238 Grant - Other: Tjun Access Indigenous Access	0		61,200		61,200		-61,200
12242 WANDRRA Flood Damage Grant	2,568,610		0		2,568,610		0
12215 WANDRRA Repairs - Floods Storms etc.		2,214,867		577,207		2,214,867	0
12277 Loss on Sale of Asset		50,000		0		50,000	0
12278 Profit on Sale of Asset - Transport	0		0		0		0
12288 Depreciation Transport		2,626,662		1,152,343		2,626,662	0
12299 Admin Allocated - Transport		279,989		50,442		279,989	0
	4,275,823	6,145,718	437,802	1,903,348	4,349,923	6,145,718	(74,100)
12640 Menzies Alstrip Maintenance		5,000		0		5,000	0
12641 Kookynie Alstrip Maintenance		0		0		0	0
	0	5,000	0	0	0	5,000	0
12 TOTAL TRANSPORT	4,275,823	6,150,718	437,802	1,903,348	4,349,923	6,150,718	

Depn Non cash admin account

Non cash admin account

SCHEDULE 13 ECONOMIC SERVICES							
<u>Rural Services</u>							
13100 Expenses Relating to Rural Services & Pest Control		50		0		50	0
13101 Income Relating to Rural Services	0		0		0		0
	0	50	0	0	0	60	0
<u>Tourism & Area Promotion</u>							
13241 Events - Cyclistic		85,000		18,000		85,000	0
13242 Events - Menzies Awareness Day		5,000		0		5,000	0
13243 Events - Holiday Programs		30,000		0		30,000	0
13244 Events - Community		10,000		0		10,000	0
13250 Promotional Materials Advertising & Marketing Costs		6,000		1,946		6,000	0
13251 Goldfields Network Tourism Expenses		37,500		36,500		37,500	0
13252 Golden Quest Vehicle Lease		7,500		1,803		7,500	0
13253 Old Butcher Shop Utilities and Insurance		250		104		250	0
13254 Kookynie Info Bay & Townsite		2,050		332		2,050	0
13255 Kookynie Walk Trail		350		0		350	0
13256 Ullaring Tourist Facility		1,800		1,218		1,800	0
13257 Lake Ballard		22,800		5,963		22,800	0
13258 Niagara Dam		20,500		8,093		20,500	0
13259 Goongarrie Cottages		50,000		1,436		50,000	0
13260 Tourism Signage		1,000		0		1,000	0
13261 Lady Shanton Maintenance		15,000		669		15,000	0
13262 Tourism Advertising		5,000		0		5,000	0
13271 Grants - Tourism	0		0		0		0
13272 Tourism Reimbursements	500		0		500		0
13273 Tourism Lease Income	5,500		0		5,500		0
13275 Tourism Other Income	120		0		120		0
13288 Depreciation - Tourism and Area Promotion		64,692		19,539		64,692	0
13299 Admin Allocated - Tourism and Area Promotion		211,313		40,029		211,313	0
	6,120	575,768	0	135,833	6,120	575,768	0
<u>Building Control</u>							
13300 Building Surveyor Costs		15,000		3,080		15,000	0
13301 Building Licence Fees	4,500		454		4,500		0
13310 Other Expenses Relating to Building Control		1,500		3,988		3,988	2,488
13399 Admin Allocation - Building		52,828		9,517		52,828	0
	4,500	69,328	454	16,585	4,500	71,816	2,488

Depn Non cash admin account

Non cash admin account

BCITF 14/15 15/16

Non cash admin account

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<u>Tjunjunarra</u>							
13400 Tjunjunarra Sculpture Course		15,000		0		15,000	0
13404 Tjunjunarra Consultants		14,600		0		14,600	0
13405 Tjunjunarra Holiday Program		52,000		189		52,000	0
13406 Tjunjunarra Research Costs		0		0		0	0
13407 Tjunjunarra Football Carnival		12,000		5,864		12,000	0
13408 Tjunjunarra Dog Health Program		4,500		4,500		4,500	0
13499 Admin Allocation - Tjunjunarra		105,856		19,035		105,856	0
	0	203,756	0	29,588	0	203,756	0

Non cash admin account

<u>Nursery</u>							
13501 Nursery Operational Expenses		10,000		0		10,000	0
	0	10,000	0	0	0	10,000	0
13630 Purchase Furniture & Equipment - Other Economic Services		0		0		0	0
	0	0	0	0	0	0	0

<u>CRC</u>							
13701 Community Development Manager		0		15,812		0	0
13702 CRC Salaries & Wages		156,503		47,318		156,503	0
13703 CRC Insurances		6,000		0		6,000	0
13704 CRC Maintenance		6,000		365		6,000	0
13705 CRC Travel Expenses		500		0		500	0
13706 CRC Postage & Freight		500		0		500	0
13707 CRC Print & Stationery		8,000		962		8,000	0
13708 CRC Other admin expenses		500		515		500	0
13709 CRC Membership Fees		1,000		0		1,000	0
13710 CRC Computing Costs		6,500		247		6,500	0
13711 CRC Furniture NON Capital		5,000		862		5,000	0
13712 CRC Uniforms		500		0		500	0
13713 CRC Telephone Card Purchases		5,000		7,244		5,000	0
13714 CRC Cost of Goods For Re-sale		17,000		2,475		17,000	0
13715 CRC Marketing & Promotion		6,000		283		6,000	0
13716 CRC Utilities		6,400		1,750		6,400	0
13717 CRC Refreshments		400		188		400	0
13718 CRC Cleaning		25,000		0		25,000	0
13719 CRC Training & Conference Expenses		1,500		0		1,500	0
13720 CRC Programs		2,500		0		2,500	0
13721 CRC Reimbursements	1,500		0		1,500		0
13722 CRC superannuation		23,709		4,539		23,709	0
13750 CRC Operating Grant	111,000		28,610		111,000		0
13751 CRC All Sales	30,000		9,478		30,000		0
13752 CRC Phone Card Sales	6,000		0		6,000		0
13753 CRC Room Hire	0		0		0		0
13754 Cost of Phone Cards for resale		500		0		500	0
	148,500	279,012	38,089	82,662	148,500	279,012	0

LSL to Retired CDMgr.

<u>Caravan Park</u>							
13801 Caravan Park Grants	0		0		0		0
13802 Caravan Park Income from Charges	49,000		20,697		49,000		0
13803 Caravan Park Income from Washer & Dryers	1,500		1,124		1,500		0
13810 Caravan Park Salaries & Wages		64,676		20,066		64,676	0
13811 Caravan Park Maintenance		15,784		3,640		15,784	0
13812 Caravan Park Landscaping and Gardening		28,687		9,762		28,687	0
13813 Caravan Park Other Costs		2,847		1,356		2,847	0
13814 Caravan Park Insurance		2,270		0		2,270	0
13815 Caravan Park Utilities		21,475		10,806		21,475	0
13816 Caravan Park Superannuation		1,481		1,332		1,481	0
	50,500	137,020	21,821	46,982	50,500	137,020	0

13 TOTAL ECONOMIC SERVICES	209,620	1,274,821	60,363	311,350	209,620	1,277,409	
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SCHEDULE 14 OTHER PROPERTY AND SERVICES							
<u>Private Works</u>							
14100 Private Works Expenses		5,000		753		5,000	0
14101 Private Works Income	5,000		556		5,000		0
	5,000	5,000	556	753	5,000	5,000	0
<u>Public works Overheads</u>							
14200 Supervision Wages - Public Works Overheads		353,721		58,891		353,721	0 allocations see 14800
14201 Superannuation - Public Works Overheads		90,985		22,017		90,985	0
14202 Reimbursements PWOH		950		0		950	0
14203 Leave Annual - Public Works Overheads		7,938		1,186		7,938	0
14204 Leave Personal - Public Works Overheads		4,493		0		4,493	0
14205 Long Service Leave - Public Works Overheads		0		0		0	0
14206 Public Holidays - Public Works Overheads		1,619		0		1,619	0
14207 Leave Accruals - Public Works Overheads		119,940		0		119,940	0
14208 Allowances - Public Works Overheads		19,064		0		19,064	0
14209 Protective Clothing & PPE - Public Works Overheads		2,500		3,635		3,635	1,135
14210 Training & Conferences - Public Works Overheads		22,700		2,651		22,700	0
14211 Recruitment Costs - Public Works Overheads		2,400		4,297		4,297	1,897
14212 Meeting Expenses - Public Works Overheads		2,250		331		2,250	0
14213 Workers Comp - Public works Overheads		0		0		0	0
14214 Depot Insurance - Public Works Overheads		3,800		0		3,800	0
14215 Other Exps - Public Works Overheads		1,495		224		1,495	0
14216 Staff Housing Allocated - Public Works Overheads		24,493		0		24,493	0
14217 Depot Mice (to be allocated as PWOH)		2,401		0		2,401	0
14218 MWS vehicle exps		717		9		717	0
14219 Telephone - Public Works Overheads		7,630		2,084		7,630	0
14220 Utilities - Public Works Overheads		1,000		0		1,000	0
14221 PWOH Allocated to Works and Services	(1,115,022)		(300,988)		(1,115,022)		0 Non cash admin account
14225 Depn - Public Works Overheads		14,353		1,460		14,353	0 Depn Non cash admin account
14226 Depot Operational & Misc Tasks - Labour Costs		7,948		4,424		7,948	0
14299 Admin Allocated to Works - Public Works Overheads		422,625		76,138		422,625	0 Non cash admin account
	0	0	0	(123,641)	0	3,032	3,032 auto allocated by System

<u>Plant Operations</u>							
14301 Mech's Wages - Internal Repairs to P&E		119,851		67,468		119,851	0 new acct for clarity in GL postings
14302 Other Plant Costs		25,574		1,181		25,574	0
14303 Fuel & Oils - Plant Operations		176,285		51,997		176,285	0
14304 Tyres and Tubes - Plant Operations		25,301		6,350		25,301	0
14305 Parts & Repairs - Plant Operations		201,828		48,882		201,828	0
14307 Vehicle Registrations & Insurance - Plant Operations		22,291		277		22,291	0
14308 Plant Operations Reimbursements	18,500		0		18,500		0
14309 Less Plant Costs Allocated		(1,016,797)		(234,842)		(1,016,797)	0 Non cash admin account
14370 Loss on Asset Sale		0		0		0	0 Non cash admin account
14388 Depreciation - Plant Operations		297,737		86,528		297,737	0 Depn Non cash admin account
14399 Admin Allocated - Plant Operations		147,919		26,649		147,919	0 Non cash admin account
	18,500	(1)	0	64,490	18,500	(1)	0 auto allocated by System

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14501 Admin Memberships		1,600		1,745		1,745	145	
14502 Clearing acct - Social Club Contributions	0		640		0		0	
14507 Employee Contributions - Sal. Sac. Superannuation		0		0		0	0	
14508 Allowances		15,697		61		15,697	0	
14509 Records Mgt Costs		9,352		424		9,352	0	
14510 Admin Salaries & Wages		948,626		261,067		948,626	0	
14511 Superannuation		101,844		20,621		101,844	0	
14512 Reimbursements	17,700		161,530		17,700	0	0	
14513 Other Admin Costs		7,985		1,237		7,985	0	
14514 Admin FBT		21,524		7,691		21,524	0	
14515 Audit Fees		38,385		0		38,385	0	
14516 Admin Travel Costs		2,345		34		2,345	0	
14518 Admin Uniforms		3,577		71		3,577	0	
14519 Housing Allowance		7,123		0		7,123	0	
14524 Admin Other Employee Costs		435		(69)		435	0	Incorrect allocation
14525 Leave Accrual		137,020		0		137,020	0	Non cash admin account
14526 Workers Compensation Premiums		45,588		0		45,588	0	
14527 Professional Development Study - Administration		12,000		0		12,000	0	
14530 Recruitment Costs		5,000		14,837		14,837	9,837	
14532 Recruitment Relocation		10,000		2,864		10,000	0	
14533 Legal Fees		7,500		3,779		7,500	0	
14534 Fair Value Valuations & Revaluations		23,000		0		23,000	0	
14535 Accounting Services		115,000		3,800		115,000	0	
14536 Contractors & Consultants		115,000		13,988		115,000	0	
14537 Admin Printing & Stationary		33,080		21,635		33,080	0	
14538 Bank Charges		3,936		468		3,936	0	
14539 Insurance		72,853		97,444		97,444	24,591	
14540 Internet		12,947		0		12,947	0	
14541 Utilities		30,993		8,229		30,993	0	
14542 Phones / Mobiles		16,716		5,019		16,716	0	
14544 Computing Costs & Support - Administration		85,307		28,271		85,307	0	
14548 Training Expenses - Administration		2,357		0		2,357	0	
14555 Postage & Freight - General Administration		2,136		173		2,136	0	
14557 Meeting Costs - Administration		1,000		0		1,000	0	
14558 Advertising - Administration		2,500		0		2,500	0	
14559 Newspapers & Periodicals		1,000		225		1,000	0	
14560 Admin Vehicle Expenses		26,500		12,582		26,500	0	
14561 Office Maintenance		70,000		6,457		70,000	0	
14562 Staff Housing Expense- Administration		45,000		0		45,000	0	
14573 Purchase Plant & Equip - Administration		10,000		0		10,000	0	
14574 Purchase Furniture & Equipment Administration		10,000		2,817		10,000	0	
14588 Depn Admin		58,200		26,502		58,200	0	Depn Non cash admin account
14599 Administration Costs Allocated to Other Programs		(2,113,126)		(363,031)		-2,113,126	0	Non cash admin account
	17,700	0	162,170	178,868	17,700	34,574	34,574	auto allocated by System

Salaries & Wages								
14600 Gross Salaries & Wages		1,852,877		501,988		1,852,877	0	
14601 Workers Compensation Paid		0		0		0	0	
14602 Workers Compensation Received	0		0		0		0	
14603 Less Sal & Wages Allocated		(1,852,877)		(501,988)		(1,852,877)	0	
14699 Admin Allocated to Salaries & Wages		0		0		0	0	Non cash admin account
	0	0	0	0	0	0	0	
Unclassified								
14700 Expenses Relating to Unclassified		0		0		0	0	
14701 Income Relating to Unclassified	0		0		0		0	
	0	0	0	0	0	0	0	
Town Planning								
14800 Expenses Relating to Town Planning Schemes		0		0		0	0	
14801 Income Relating to Town Planning Schemes	0		0		0		0	
	0	0	0	0	0	0	0	
14 TOTAL OTHER PROPERTY AND SERVICE	41,200	4,999	162,727	110,471	41,200	42,605		

Totals

8,842,583	9,479,793	3,886,301	2,719,426	8,967,641	9,532,075
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Operating (Surplus) / Deficit

637,210

(1,166,875)

574,434

Pd 14/16

2016-16

YTD (Surplus) / Deficit

Projected (Surplus) / Deficit

Plus 8,842,583

FAGs 862,171

FAGs 405,665

FESA 1,500

10,111,919

Surplus (632,126)

SHIRE OF MENZIES CAPITAL TRANSACTIONS

G/L NUMBER	PARTICULARS DESCRIPTION	CURRENT BUDGET		ACTUAL TO 30/09/2015		CURRENT YEAR ACTUALS PROJECTED to The EOY		Difference between Budget and Projected	COMMENTS
		INCOME	EXPEND	INCOME	EXPEND	INCOME	EXPEND		
Capital Grants									
11799	Anzac War Memorial Grant	50,000		0		50,000		0	Possibly 15/16
12222	Blkewest Grants - Dual Use Paths	0		0		0		0	Not awarded
12225	Grant - MRWA Projects - Evanstone Mer	360,009		0		360,009		0	
12228	Grant - Roads to Recovery	659,000		0		659,000		0	
12232	Grant - RRG	390,000		0		390,000		0	
12236	Grant - MRWA Blackspot	147,254		58,902		147,254		0	
12226	Grant - MRWA Direct Grant	148,800		161,700		148,800		0	
12227	Grant - MRWA Subsidies	1,200		0		1,200		0	
12242	WANDRRA Flood Damage Grant	2,568,610		0		2,568,610		0	Timing of MRD payments
		4,324,673	0	220,602	0	4,324,673	0	0	
Capital Expenses									
Land & Buildings									
09192	Installation of Solar Panels New Houses		50,000		0		50,000	0	
09193	Installation Landscaping New Houses		60,000		416		60,000	0	
09194	Installation of Sheds for New Houses		52,653		42,118		52,653	0	
09195	Installation landscaping - Shenton St Units		20,000		8,464		20,000	0	
09197	CEO House Renewal		25,000		1,252		25,000	0	
11150	Construction Project Shire Hall Toilets		69,567		46,016		69,567	0	
11650	Upgrade of Old Church Menzies		50,000		0		50,000	0	
11651	Stone Restoration & Repairs Historic Buildings		120,000		0		120,000	0	
11652	Minor building renewals		10,000		0		10,000	0	
12120	Depot Extension -Asset Upgrade		150,000		0		150,000	0	
13488	TJIT Capital items Purchased		10,000		0		10,000	0	
14575	Solar Power Units - GVRCC Project		50,000		72,965		50,000	0	
14576	Electrical Upgrades to Admin		52,000		0		52,000	0	
14710	Purchase of land lots for town development		20,000		23,061		20,000	0	
							0		739,220
Furniture & Equipement									
04241	New Locking System		10,000		0		10,000	0	
04242	Admin Phone System Upgrade		10,000		0		10,000	0	
04243	Replacement Conference Phone System for Chambers		10,000		0		10,000	0	
09198	dishwashers for the 3 staff houses		3,000		0		3,000	0	
09199	Water Tanks for 4 staff houses		11,500		0		11,500	0	
							0		44,500
Infrastructure Other									
05501	New Pound		10,000		0		10,000	0	
10205	Waste Refuse Site Renewal Project		65,000		0		65,000	0	
11350	Aunty Nelly Water Reclaim Project		120,000		0		120,000	0	
11351	Play Ground Equipme Upgrade Project		30,000		0		30,000	0	
13270	Tourism Signage & events Board		15,000		0		15,000	0	
13280	Town Street Trees Planting & Care Program		50,000		0		50,000	0	
13820	Caravan Park Landscaping Project		30,000		0		30,000	0	
									320,000
Infrastructure Roads									
12101	Road Construction CRSF - jobs		360,009		84,328		337,314	-22,695	
CR0002	\$84,328.44								Evanstone Menzies Rd CRSF
12105	Blackspot funding Construction				0				
CR0015	\$0.00		143,190				143,190	0	Evanstone Menzies Rd BST
CR0014	\$0.00		77,691				77,691	0	Menzies NW Rd BST
									0
12106	Road Construction Muni - jobs				76,920				
CR0007	\$0.00		350,000				350,000	0	Menzies NW Rd MUNI
CR0007	\$0.00		241,000				241,000	0	Menzies NW Rd MUNI 14/15
CR0009	\$0.00		60,302				60,302	0	TJIT Rd MUNI 14/15
CR0010	\$0.00		203,919				203,919	0	Main Street MUNI
CR0011	\$0.00		31,000				31,000	0	Connie Sue Rd MUNI
CR0016	\$0.00		205,033				205,033	0	Kookynie rd MUNI
CR0003	\$0.00		78,425				78,425	0	Kingsington St MUNI
12109	Road Construction RRG - jobs				272,499				
CR0004	\$0.00		150,000				150,000	0	Evanstone Menzies Rd RRG
CR0005	\$0.00		135,000				135,000	0	Yarrl Rd RRG
CR0013	\$0.00		300,000				300,000	0	Menzies NW Rd RRG
12110	Shire House - Crossover Construction		152,012		0		0	-152,012	
12104	Roads to Recovery Construction -jobs				262,492				
CR0001	\$0.00		659,000				659,000	0	Menzies NW Rd R2R
CR0012	\$0.00		50,000				50,000	0	Connie Sue RdR2R
12108	Footpath Construction		93,648		68,199		93,648	0	
12112	Bicycle Path Construction		96,000		4,352		96,000	0	
									3,386,229
Plant & Equipement									
12311	Purchase Vibrating Roller		219,100		0		219,100	0	
12312	Purchase Small Tipper		80,800		0		80,800	0	
12313	Purchase Rubbish Truck		191,500		0		191,500	0	
12314	Purchase Pedestrian Roller		11,500		0		11,500	0	
12315	Purchase Jacking Beam for Hoist		29,000		0		29,000	0	
12310	Minor Plant Purchases		4,300		0		4,300	0	
12306	Mtcs. Grader Accommodation		90,500		650		90,500	0	
14577	CEOs Vehicle Replacement		70,000		0		70,000	0	
		0	5,186,649	0	963,732	0	5,011,942	-174,707	696,700

OVERVIEW 2015 / 2016

	BUDGET	30/09/2015	PROJECTED to The EOFY
EXPENDITURE			
Total Operating Expenditure	9,479,793	2,719,426	9,532,075
Total Capital Expenditure	5,196,849	963,732	5,011,942
	<u>14,686,442</u>	<u>3,683,158</u>	<u>14,544,017</u>
LESS			
Depreciation	3,270,269	1,324,069	3,271,212
	<u>11,396,173</u>	<u>2,359,089</u>	<u>11,272,805</u>
PLUS			
Transfer to Reserves	90,000 interest rec	0 interest rec	90,000 interest rec
	<u>1,581,856</u>		
TOTAL CASH EXPENDITURE	<u>13,068,029</u>	<u>2,359,089</u>	<u>11,362,805</u>
INCOME			
Balance B/F	4,225,446	4,225,446	4,225,446
Total Operating Revenue excluding Rates	1,729,629	849,561	1,811,871
Rates Revenue	2,788,081	2,816,138	2,820,898
Proceeds from Sale of assets	0	0	0
NON operating Capital Revenue	4,324,873	220,602	4,324,873
	<u>13,068,029</u>	<u>8,111,747</u>	<u>13,183,087</u>
PLUS			
Transfer from Reserves	0	0	0
TOTAL CASH EXPENDITURE	<u>13,068,029</u>	<u>8,111,747</u>	<u>13,183,087</u>
(Surplus) /Deficit	<u>0</u>	<u>(5,752,658)</u>	<u>(1,820,282)</u>

SUMMARY

	Reviewed BUDGET	YTD	PREDICTED PA
Operating Expenditure	9,479,793	2,719,426	9,532,075
Capital Expenditure	5,196,849	963,732	5,011,942
SUB	<u>14,686,442</u>	<u>3,683,158</u>	<u>14,544,017</u>
Operating Revenue	(4,517,710)	(3,665,899)	(4,632,768)
Sale of assets	0	0	29,000
Capital Revenue	(4,324,873)	(220,602)	(4,324,873)
SUB	<u>(8,842,583)</u>	<u>(3,886,301)</u>	<u>(8,928,641)</u>
(Surplus) /Deficit	<u>5,823,859</u>	<u>(203,143)</u>	<u>5,615,376</u>
Transfer to Reserves	1,671,856	0	90,000
Transfer from Reserves	0	0	0
Add back DEPN	(3,270,269)	(1,324,069)	(3,271,212)
Surplus B/F	(4,225,446)	(4,225,446)	(4,225,446)
Cash and Cash Equivalents	<u>0</u>	<u>(5,752,658)</u>	<u>(1,791,282)</u>

12.2 FINANCE AND ADMINISTRATION BUSINESS

12.2.2 LISTING OF PAYMENTS MADE IN SEPTEMBER 2015

SUBMISSION TO:	Ordinary Meeting of Council, 29 October 2015
LOCATION	Shire of Menzies
APPLICANT:	N/A
FILE REF:	ADM017
DISCLOSURE OF INTEREST:	None
DATE:	15 October 2015
AUTHOR:	Karen Oborn, Contract Finance Officer
SIGNATURE OF AUTHOR:	
SENIOR OFFICER:	Pascoe Durtanovich, A/Chief Executive Officer
SIGNATURE OF SENIOR OFFICER:	
PREVIOUS MEETING REFERENCE:	None

ATTACHMENTS:

12.2.2 Attachment #1 List of payments made to Creditors in September 2015

SUMMARY:

The list of payments made are being submitted to the Ordinary Council Meeting of Council.

BACKGROUND:

Payments have been made by both cheque payment and electronic funds transfer from Council's Municipal bank account and duly authorised as required by Council Policy. These payments have been made under authority delegated to the CEO and are now reported to Council for approval.

COMMENT:

Payments made in September 2015 include cheques numbered 10315 to 10336 and direct transactions totalling \$828,833.65. The list of payments is submitted to each member of the Council on Thursday 24 September 2015.

CONSULTATION: Nil

STATUTORY ENVIRONMENT:

Local Government Act 1995

- Section 2.7(2) – Provides that Council is to oversee the allocation of local government finances and resources and to determine local government policies; and
- Section 3.1 – Provides that the general function of the local government is to provide for the good government of persons in its district.
- Local Government (Financial Management) Regulation 13

POLICY IMPLICATIONS:

Policy 4.7 – Creditors – Preparation for payment

FINANCIAL IMPLICATIONS: Nil

STRATEGIC IMPLICATIONS:

14.3.5 Sustainable Resource Management

Ensure resources are managed effectively

Prepare timely accurate reports on the Shire's activities, budgets, plans and performance

VOTING REQUIREMENTS:

Simple majority

OFFICER'S RECOMMENDATION & COUNCIL DECISION:

No: 0888

Moved: Cr Mazza

Seconded: Cr Mader

That pursuant to Regulation 13 of the Local Government (Financial Management) Regulations, 1996 the payment of accounts for the month of September, be noted.

1:23pm

CARRIED 7/0

Prior to consideration of Item 12.2.3 the following declarations of interest were made:

Cr Jill Dwyer declared a financial interest in Item 12.2.3 Tenders – Operation of CRC / Caravan Park on the basis that a family member may tender.

Cr Justin Lee declared a financial interest in Item 12.2.3 Tenders – Operation of CRC / Caravan Park on the basis that he is a food premises operator and the tender proposes provision of a cafe.

COUNCIL DECISION:

No: 0889

Moved: Cr Mazza

Seconded: Cr Baird

That Cr Dwyer and Cr Lee be permitted to remain in the meeting but not participate in discussion or voting.

1:41pm

CARRIED 5/0

Cr Baird assumed the Chair and proceeded with the Agenda.

***Leanne Downie left the meeting at 1:42pm and returned at 1:44pm.
Debbie Hansen left the meeting at 1:52pm.***

SHIRE OF MENZIES					
LIST OF PAYMENTS - SEPTEMBER 2015					
Ref No.	Cheque /EFT No	Date	Name	Invoice Description	Amount
1	1	10/09/2015	Goldfields Settlements	Purchase of 301 & 302 Brown Street Menzies	\$10,187.45
2	EFT686	17/09/2015	WA Local Govt Association	Tax service subscription 1/7/15-30/6/16	\$1,918.03
3	EFT687	17/09/2015	Goldwall Holdings Pty Ltd T/As Hydraulink Fluid Connectors	Various parts	\$263.04
4	EFT688	17/09/2015	Australian Communications & Media Authority	Licence Broadcasting SBS41,WAW42,WOW43,WDW44	\$172.00
5	EFT689	17/09/2015	Air Liquide WA Pty Ltd	Cylinder Rental August 15	\$74.54
6	EFT690	17/09/2015	Australian Taxation Office	Instalment Activity Statement August 2015	\$61,552.00
7	EFT691	17/09/2015	Blackwoods	Adhesive Seal	\$37.29
8	EFT692	17/09/2015	Bunnings	Wetting Agent & Fertiliser	\$1,712.38
9	EFT693	17/09/2015	Coates Hire	Hire of Pump & Pump Hose	\$5,761.42
10	EFT694	17/09/2015	Courier Australia	Freight	\$672.19
11	EFT695	17/09/2015	Cybersecure	Backup Service	\$129.00
12	EFT696	17/09/2015	Daimler Trucks Perth	Filters	\$925.58
13	EFT697	17/09/2015	D & C Geraghty Pty Ltd On Behalf Of Geraghty Pastoral Trust	Water pump & generator hire	\$3,971.00
14	EFT698	17/09/2015	Cr Greg Dwyer	Monthly meeting August 2015	\$4,371.64
15	EFT699	17/09/2015	Eagle Petroleum (W.A) Pty Ltd	Bulk Diesel	\$12,020.09
16	EFT700	17/09/2015	EMC Solar Construction	Supply & installation of 30kW Solar PV System	\$76,869.10
17	EFT701	17/09/2015	Forman Bros	Maintenance & Repairs	\$1,549.90
18	EFT702	17/09/2015	Nick Gahan	Supply & install covering strip to floor /wall join	\$1,611.50
19	EFT703	17/09/2015	Goldline Distributors	Cleaning Products	\$159.61
20	EFT704	17/09/2015	Goldfields Nullarbor Rangelands	Shire contribution to GNRBA for Cactus Work	\$22,000.00
21	EFT705	17/09/2015	Goldfields Institute Of Technology	MEM30205 Certificate 111 In Engineering	\$252.69
22	EFT706	17/09/2015	Goldrush Tours	Menzies to Kalgoorlie Blizzard & Dimer	\$88.40
23	EFT707	17/09/2015	Ibis Style Kalgoorlie	Accommodation & meals 16/8-27/8/15	\$1,985.00
24	EFT708	17/09/2015	Jason Signmakers	Road to Recovery Signs	\$374.00
25	EFT709	17/09/2015	Breakaway C/O Key Factors	Loader Hire 1/8-19/8/15	\$28,627.50
26	EFT710	17/09/2015	Kooda Contracting Pty Ltd	Plant Hire 9/8-31/8/2015	\$26,680.01
27	EFT711	17/09/2015	Kulbardi Hill Consulting	Reprint of Kookynie/Niagara brochures	\$2,156.00
28	EFT712	17/09/2015	Landgate	Mining Tenements Chargeable Schedule No:	\$107.10
29	EFT713	17/09/2015	Marketforce	Readvertise CEO 22 & 26/8/15	\$3,927.76
30	EFT714	17/09/2015	Netlogic Information Technology	Consulting remote 27/8/15 Works PC & Depot	\$735.00
31	EFT715	17/09/2015	Novotel Perth Langley	Accommodation & meals LG week ACEO &	\$2,574.05
32	EFT716	17/09/2015	Office National	Laminator	\$332.24
33	EFT717	17/09/2015	Onsite Rental Group	Hire of Plate compactor 28/8-31/8/15	\$563.07
34	EFT718	17/09/2015	Planwest	Local Planning Strategy & Scheme Amendment Stage 4 final approval & gazettal	\$9,900.00
35	EFT719	17/09/2015	Public Libraries WA Inc	PLWA Membership 2015/2016	\$108.00
36	EFT720	17/09/2015	Reckon	Reckon Accounts Premier 2015	\$775.00
37	EFT721	17/09/2015	Shire of Leonora	Reckon Accounts Premier 2015	\$4,517.12
38	EFT722	17/09/2015	St John Ambulance Menzies	Donation for the installation of extractor fans and	\$6,000.00
39	EFT723	17/09/2015	Truck Centre (WA) PTY.LTD	Various parts	\$893.30
40	EFT724	17/09/2015	Tyreplus Kalgoorlie	Tyres	\$395.00
41	EFT725	17/09/2015	Moore Stephens	Preparation & Lodgement of the July IAS	\$2,145.00
42	EFT726	17/09/2015	WesTrac Pty Ltd	Grader repair & travel	\$7,990.26
43	EFT727	17/09/2015	Greg Clark	Purchase of Lot 301&302 Brown Street From Greg Clark & Christine Newton	\$13,800.00
44	EFT728	17/09/2015	Govt of WA State Library Of WA	Better Beginnings Program	\$115.50
45	EFT729	25/09/2015	Leanne Downie	Sugar free sweet & Fruit salad & cake for council	\$42.77
46	EFT730	25/09/2015	Accommodation	Advertising Menzies Caravan Park	\$199.00
47	EFT731	25/09/2015	Beaurepaires	Tyre repair Materials plug kit	\$40.00
48	EFT732	25/09/2015	BHW Consulting	Dinner for Richard Brookes 3/9/2015	\$160.00
49	EFT733	25/09/2015	Brad Pepper	Grader Hire 5/8-9/9/2015	\$84,561.00
50	EFT734	25/09/2015	Bunnings	Tape cloth, pillar tops, hose, tap & watering cans	\$108.26
51	EFT735	25/09/2015	Cabcharge Australia Limited	Cab Charges 17/8-13/9/2015	\$6.00
52	EFT736	25/09/2015	Courier Australia	freight	\$226.44
53	EFT737	25/09/2015	Christopher Deavin	Shower head for old Post Office	\$37.00
54	EFT738	25/09/2015	Eagle Petroleum (W.A) Pty Ltd	Bulk diesel 7500lts	\$9,974.25
55	EFT739	25/09/2015	Executive Media	Advertising Caravanning Australia Spring 2015	\$950.00
56	EFT740	25/09/2015	Forman Bros	Dump Pit Niagara Dam	\$1,313.40
57	EFT741	25/09/2015	Fostinelli Engineering	Remove & repair tub & readjust ram shut off	\$5,801.40
58	EFT742	25/09/2015	Goldline Distributors	Milk, Biscuits, pies & sausage rolls	\$477.99
59	EFT743	25/09/2015	Heatley's Safety and Industrial	Exchange of boots for Dorothy Bull	\$10.64
60	EFT744	25/09/2015	Menzies Hotel	Gas Bottles 11 Walsh & 89-90 Reid St	\$765.40
61	EFT745	25/09/2015	Cr Ian Tucker	Sept 15 meeting fees	\$872.50
62	EFT746	25/09/2015	Ibis Style Kalgoorlie	Accommodation & meals Dylan Maynard 13/09-	\$1,493.00
63	EFT747	25/09/2015	IT Vision	Investigate & attempt recovery of corrupted Universe database tables due to virus attack	\$2,062.50
64	EFT748	25/09/2015	Cr Jamie Mazza	Sept 15 meeting fees	\$872.50
65	EFT749	25/09/2015	JR & A Hersey	PPE for Depot	\$973.72
66	EFT750	25/09/2015	Breakaway C/O Key Factors	Loader Hire 8/9-23/9/2015	\$52,904.50

SHIRE OF MENZIES
LIST OF PAYMENTS - SEPTEMBER 2015

Ref No.	Cheque /EFT No	Date	Name	Invoice Description	Amount
67	EFT751	25/09/2015	Kooda Contracting Pty Ltd	Plant Hire 1/8-31/8/2015	\$108,564.50
68	EFT752	25/09/2015	Cr Justin Lee	Sept 15 meeting fees	\$872.50
69	EFT753	25/09/2015	Macarthur Minerals	Accommodation & meals for 4 workers	\$6,930.00
70	EFT754	25/09/2015	McGrath Homes	Ablution Building at Hall	\$40,000.00
71	EFT755	25/09/2015	Netlogic Information Technology	Remote consulting	\$4,350.00
72	EFT756	25/09/2015	Oborn Mining And Electrical	Contract- DCEO working remotely - monthly fee	\$11,000.00
73	EFT757	25/09/2015	Office National	Service agreement Ricoh Sept	\$1,006.41
74	EFT758	25/09/2015	Pauplyala Tjarutja Aboriginal Council	Community dog health desexing program	\$4,950.00
75	EFT759	25/09/2015	Quadrio Resources Pty Ltd	Rates refund for assessment A2217 E28/01348 MINING TENEMENT	\$110.57
76	EFT760	25/09/2015	Solomon's Flooring	Supply & install wood effect "Ancient Oak" luxury	\$6,540.00
77	EFT761	25/09/2015	Total Asphalt	Footpath in Menzies townsite (bike path)	\$65,769.00
78	EFT762	25/09/2015	WA Local Govt Superannuation Plan	Pascoe Durtanovich salary sacrifice of \$5,000.00	\$5,000.00
79	EFT763	25/09/2015	WesTrac Pty Ltd	Remove & install/replace drum isolation	\$10,918.95
80	DD342.1	21/09/2015	Westnet	CRC Computers August 2015	\$90.45
81	DD347.1	01/09/2015	WA Local Govt Superannuation Plan	Superannuation contributions	\$3,931.91
82	DD347.2	01/09/2015	WA Local Govt Superannuation Plan	Payroll deductions	\$8,315.04
83	DD347.3	01/09/2015	Australian Super	Superannuation contributions	\$931.11
84	DD347.4	01/09/2015	BT Financial Group Superannuation	Superannuation contributions	\$513.94
85	DD347.5	01/09/2015	Hesta	Superannuation contributions	\$341.17
86	DD347.6	01/09/2015	Australian Ethical	Superannuation contributions	\$260.92
87	DD349.1	17/09/2015	NAB	Direct Debit Credit Card August 2015	\$890.17
88	DD352.1	29/09/2015	Goldfields Toyota	Direct Deposit Vehicle Sub Lease Golden Quest	\$991.90
89	DD352.2	29/09/2015	BOQ Finance	Copier Charges August 2015	\$2,605.81
90	DD358.1	15/09/2015	WA Local Govt Superannuation Plan	Superannuation contributions	\$4,120.32
91	DD358.2	15/09/2015	WA Local Govt Superannuation Plan	Payroll deductions	\$8,333.50
92	DD358.3	15/09/2015	Australian Super	Superannuation contributions	\$1,033.29
93	DD358.4	15/09/2015	BT Financial Group Superannuation	Superannuation contributions	\$517.64
94	DD358.5	15/09/2015	Hesta	Superannuation contributions	\$523.94
95	DD358.6	15/09/2015	Australian Ethical	Superannuation contributions	\$260.91
96	DD372.1	24/09/2015	Australia Post	Stamps	\$470.59
97	DD372.2	24/09/2015	BOQ Finance	Copier charges Sept 2015	\$389.40
98	DD375.1	29/09/2015	WA Local Govt Superannuation Plan	Superannuation contributions	\$3,725.76
99	DD375.2	29/09/2015	WA Local Govt Superannuation Plan	Payroll deductions	\$8,732.83
100	DD375.3	29/09/2015	Australian Super	Superannuation contributions	\$878.21
101	DD375.4	29/09/2015	BT Financial Group Superannuation	Superannuation contributions	\$487.13
102	DD375.5	29/09/2015	Hesta	Superannuation contributions	\$786.87
103	DD375.6	29/09/2015	Australian Ethical	Superannuation contributions	\$260.92
104	10316	17/09/2015	Alphabrass Resources Pty Ltd	Rates refund for assessment A4444 E40/00297 MINING TENEMENT	\$704.59
105	10317	17/09/2015	Cazaly Resources Limited	Rates refund for assessment A2739 P29/01752 MINING TENEMENT	\$319.55
106	10318	17/09/2015	Eclipse Minerals	Rates refund for assessment A2152 P77/03374 MINING TENEMENT	\$345.31
107	10319	17/09/2015	Energy Metals Limited	Rates refund for assessment A2458 E29/00568 MINING TENEMENT	\$836.08
108	10320	17/09/2015	Golden Cliffs Pty Ltd	Rates refund for assessment A3202 E39/01337 MINING TENEMENT	\$878.72
109	10321	17/09/2015	Horizon Power	1 Shenton 27/6-28/8/2015	\$14,995.23
110	10322	17/09/2015	McLeods Barristers & Solicitors	Professional fees Deed Settlement	\$1,024.05
111	10323	17/09/2015	Oakajee Corporation Limited	Rates refund for assessment A4474 E31/00970 MINING TENEMENT	\$52.84
112	10324	17/09/2015	Rio Tinto Exploration Pty Ltd	Rates refund for assessment A3468 m39/00486 MINING TENEMENT	\$54.09
113	10325	17/09/2015	R J Young	Water ending 26/8/15	\$450.00
114	10327	17/09/2015	Water Corporation	Water consumption 1/9-31/10/15	\$76.49
115	10328	23/09/2015	Telstra	3671243388 Aug	\$2,005.79
116	10329	25/09/2015	Cazador Resources Ltd	Rates refund for assessment A4384 E40/00284 MINING TENEMENT	\$1,066.50
117	10330	25/09/2015	Dept Of Transport & Licensing	Registration for 5MN	\$587.85
118	10331	25/09/2015	Trevor James	Rates refund for assessment A5130 P31/02061 MINING TENEMENT	\$130.00
119	10332	25/09/2015	Sammy Resources Pty Ltd	Rates refund for assessment A3543 E36/00655 MINING TENEMENT	\$775.92
120	10333	25/09/2015	Scotia Nickel Pty Ltd	Rates refund for assessment A3769 P29/02025 MINING TENEMENT	\$232.56
121	10334	25/09/2015	Teck Australia Pty Ltd	Rates refund for assessment A3758 E69/02341 MINING TENEMENT	\$59.40
122	10335	25/09/2015	Telstra	3671243388	\$2,115.77
123	10336	25/09/2015	Zeedam Enterprises Pty Ltd	Rates refund for assessment A4596 E31/00996 MINING TENEMENT	\$1,865.22

SHIRE OF MENZIES					
LIST OF PAYMENTS - SEPTEMBER 2015					
Ref No.	Cheque /EFT No	Date	Name	Invoice Description	Amount
				REPORT TOTALS	\$828,833.65

12.2 FINANCE & ADMINISTRATION BUSINESS

12.2.3 TENDERS – OPERATION OF CRC/CARAVAN PARK

SUBMISSION TO:	Ordinary Council Meeting, 29 October 2015
LOCATION:	37 Shenton St, Menzies / Reserve 32312
APPLICANT:	Not applicable
FILE REF:	ADM030; ADM069
DISCLOSURE OF INTEREST:	None
DATE:	16 October 2015
AUTHOR:	Pascoe Durtanovich, Acting Chief Executive Officer
SIGNATURE OF AUTHOR:	
PREVIOUS MEETING REFERENCE:	Item 12.5.7 Ordinary Council Meeting 24 Sept 2015

ATTACHMENTS:

Tender document

SUMMARY:

The purpose of this report is for Council to consider inviting tenders for the outsourcing of the CRC and Caravan Park operations.

BACKGROUND:

The operation of the CRC has been considered by Council on a number of occasions in the past twelve months. At the meeting on 26 March 2015 Council resolved as follows:

That Council:

- 1. Receive the report on the Review of Services for the Lady Shenton and Community Resource Centre; and*
- 2. Form a Committee of Council including interested community members to review the operation of the Community Resource Centre and set strategic direction for events, culture and tourism.*

It is understood that this decision was not acted on.

At the Ordinary Council Meeting held 27 August 2015, Council resolved as follows:

That:

- 1. The Expression of Interest for the operation of the Lady Shenton CRC and the Menzies Caravan Park, from Ms Laura Dwyer, be received; and*
- 2. Prior to further consideration of invitation to tender the Acting Chief Executive Officer prepare a report on the operation / accountability of the CRC aspect of any contract arrangement, costs associated with any building upgrading requirements and caravan park leasing arrangements.*

At the Ordinary Council meeting held 24 September 2015, Council resolved as follows:

That:

- 1. The issue of the outsourcing of the CRC and Caravan Park be deferred to the October 2015 Ordinary Council Meeting; and*
- 2. The Acting Chief Executive Officer prepare a report for the October meeting with a view to recalling tenders for the outsourcing of the CRC and Caravan Park operations.*

COMMENT:

A tender document has been prepared by Council solicitors and is attached.

Should Council resolve to invite tenders the criteria to be set for selecting the successful tender will be:

Price	20%
Relevant experience	30%
Capacity to deliver the service required	50%

CONSULTATION:

Not applicable

STATUTORY ENVIRONMENT:

Local Government Act, 1995 - Section 3.57

Local Government (Functions and General) Regulations, 1996 – Regulation 11, which states:

Tenders are to be publicly invited according to the requirements of this Division before a local government enters into a contract for another person to supply goods or services if the consideration under the contract is, or is expected to be, more, or worth more, than \$150,000 unless sub regulation (2) states otherwise.

POLICY IMPLICATIONS:

Council does not have a policy in relation to this matter.

FINANCIAL IMPLICATIONS:

Financial implications will be considered when tenders are received.

STRATEGIC IMPLICATIONS:

Strategic Community Plan 2013-2023

Priority 14.2 Maintain a Strong Sense of Community

14.2.4 Connected Community.

VOTING REQUIREMENTS:

Simple majority

OFFICER'S RECOMMENDATION & COUNCIL DECISION:

No: 0890

Moved: Cr Mazza

Seconded: Cr Tucker

That:

- 1. Tenders be invited for the Operation/Management of the Menzies Caravan Park and Menzies Community Resource Centre in accordance with the attached tender document, identified as attachment 12.2.3; and**
- 2. The criteria/weighting to be used for the selection of the successful tender be:**

Price	20%
Relevant experience	30%
Capacity to deliver the service required	50%

1:56pm

CARRIED 4/0

Cr Hansen returned to the meeting at 1:57pm

Cr Dwyer resumed the Chair and continued with the Agenda

REQUEST FOR TENDERS

NO. _____/2015

**Management of the Menzies Community Resource and
Visitor Centre**

Operation and Lease of the Menzies Caravan Park

**TENDERS ARE TO BE LODGED IN THE TENDER BOX
BY: 3.30 PM, XXX 2015**

READ AND KEEP THIS PART

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 ANNEXURES	
1. Contract for the Management of the Menzies Community Resource and Visitor Centre.	
2. Lease for the Menzies Caravan Park.	
3. Occupation Health and Safety policy, information and requirements.	

PART 1

READ AND KEEP THIS PART

1. SHIRE'S REQUEST

1.1 Summary of Tender Requirements

The Shire of Menzies wishes to outsource the operation and running of the Menzies Community Resource and Visitor Centre and the Menzies Caravan Park.

The Shire is seeking:

- (1) an independent contractor to manage, on its behalf, the Menzies Community Resource and Visitor Centre; and
- (2) a lessee for the operation of the Menzies Caravan Park.

It is expected that the successful tenderer will be offered:

- (1) a management contract for the Community Resource and Visitor Centre for a period of five years, with the Shire having the discretion to extend the Contract for a further term of () years, in accordance with the contract terms and conditions that form part of this Request for Tender; and
- (2) a lease for the Caravan Park for a period of five years, with the Shire having the discretion to extend the Lease for a further term of () years, in accordance with the contract terms and conditions that form part of this Request for Tender.

1.2 Tender documents

This Request for Tender is comprised of the following parts:

- Part 1 Shire's Request; (Read and Keep)
- Part 2 Specifications; (Read and Keep)
- Part 3 Schedules 1-6; (Complete and Return)
- Annexures 1 – 2 (Read and Keep)
- ("the Contract")

1.3 How to Prepare Your Tender

- (1) Carefully read all parts of this document.
- (2) Ensure you understand the Tender Requirements.
- (3) Complete the Offer (Schedule 1) and all other Schedules in all respects and attach any associated attachments.
- (4) Make sure you have signed the Offer and responded to all of the Selection Criteria.
- (5) Lodge your Tender as required by clause 1.9 before the Deadline.

1.4 Contact Persons

Tenderers should not rely on any information provided by any person(s) other than those listed below. In addition, all queries must be in writing and responses to queries will be addressed in writing. The query and response may be provided to all parties who have indicated an intention to submit a Tender:

Name: Mr Pascoe Durtanovich

Position: Chief Executive Officer

PART 1

READ AND KEEP THIS PART

Telephone: (08) 9024 2041
Facsimile: (08) 9024 2110
Email: ceo@menzies.wa.gov.au

1.5 Definitions

The following are terms used within this document:

Attachments mean any documents or supporting information you attach as part of your Tender;

Caravan Park means the Menzies Caravan Park located at No. 15 Brown Street, Menzies and being more particularly Lot 555 on Deposited Plan 63650 being the whole of the land comprised in Certificate of Title Volume LR3156 Folio 761;

Community Resource and Visitor Centre means the Menzies Community Resource and Visitor Centre located at 37 Shenton Street, Menzies and being more particularly Lot 41 on Deposited Plan 222795 being the whole of the land comprised in Certificate of Title Volume 599 Folio 198;

Contract comprises the documents described in **clause 1.2**;

Contract Extension means the extension of the Contract by the Shire, for a term of _____ years commencing on _____ and expiring on _____;

CPI means the Consumer Price Index (All Groups - Perth) published from time to time by the Australian Bureau of Statistics;

CRC Building means the building located on Lot 41 on Deposited Plan 222795;

Deadline means the closing time and date specified in this Request for lodgement of your Tender;

Initial Contract Term means the initial term of the Contract, being a term of five years commencing on _____ and expiring on _____;

Lease means the Lease to be entered into by the successful Tenderer and the Shire and annexed to this Request as **Annexure 2**;

Management Contract means the Management Contract to be entered into by the successful Tenderer and the Shire and annexed to this Request as **Annexure 1**;

Offer means your offer/Tender in response to this Request to supply the Requirements to the Shire;

Precinct means the Caravan Park and Community Resource and Visitor Centre;

Request means this Request for Tender document;

Requirements mean the goods and/or services requested by the Shire described in Part 2 Specification;

Selection Criteria means the criteria used by the Shire in evaluating the Tenders;

Shire means the Shire of Menzies;

Shire's Offer means the Shire's offer pursuant to **clause 2.4**;

Tender means the completed Tenderer's Offer (Part 3), response to the Selection Criteria and any Attachments;

Tender Box means the tender box located in the reception area of the Shire of Menzies offices at 124 Shenton Street, Menzies, Western Australia; and

Tenderer means someone who has or intends to submit an Offer to the Shire.

PART 1

READ AND KEEP THIS PART

1.6 Canvassing of Councillors

If a Tenderer, whether personally or by an agent, canvasses any of the Shire's Councillors with a view to influencing the acceptance of a Tender made by it or any other Tenderer, then regardless of whether the canvassing had or may have had any influence on the acceptance of the Tender, the Shire may, at its discretion, decline to further consider the Tender.

1.7 Site Inspection

The Community Resource and Visitor Centre is owned by the Shire in fee simple and is open to the public. The Caravan Park is located on Crown Land under management order to the Shire. A site inspection of the Community Resource and Visitor Centre and Caravan Park will be available to interested Tenderers by appointment.

1.8 Tender deadline

Each Tender must be received by the Shire by the Deadline. The Deadline for this Request is **3:30pm on XXXXX 2015** (Western Standard Time).

1.9 Format and delivery

Each Tender must:

- (a) be submitted in hard copy only (other formats such as electronic mail tenders and tenders submitted by facsimile will not be accepted);
- (b) be signed and submitted in duplicate, with one copy to be marked '**ORIGINAL**' and the other to be marked '**COPY**', with all Schedules and any attachments attached to both the original and the copy;
- (c) be placed in a sealed envelope;
- (d) clearly endorsed on the front cover with the title:

"Tender **XXXXX**/2015: Management of the Menzies Community Resource and Visitor Centre and Operation and Lease of the Menzies Caravan Park";

- (e) have all attachment pages numbered consecutively;
- (f) include a table of contents or an index; and
- (g) be hand delivered to and placed in the Tender Box at:

Shire of Menzies
124 Shenton Road
MENZIES WESTERN AUSTRALIA

received by the Shire no later than the Deadline (see clause 1.8 above).

1.10 Tender Opening

The Tender will be opened at **3.30pm on XXX 2015**.

Tenderers and members of the public may attend or be represented at the opening of Tenders. No tendered figures will be announced or provided.

All Tenders will be opened in the Shire's offices. No discussions concerning any Tender will be entered into between any Tenderer and officers of the Shire.

1.11 Tender Validity Period

A Tender shall remain valid and open for acceptance for a minimum period of 3 months from the Deadline, or forty five days from the Council resolution for determining the Tender, whichever is later; unless extended on mutual agreement between the Tenderer and the Shire in writing.

PART 1

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1.12 Selection of successful Tenderer

The purpose of this Request is to enable prospective Tenderers to formulate their offers to the Shire and to enable the Shire to decide which, if any, of the Tenders that it receives would be most advantageous to the Shire.

The Shire is not bound to accept the most financially attractive Tender and may decline to accept any Tender.

1.13 Rejection of Tenders

A Tender will be rejected without consideration of its merits if:

- (a) it is not delivered at the place and in the method set out in this Request (at **clause 1.9** above); or
- (b) it is not received by the Shire before the Deadline.

A Tender may be rejected if it fails to comply with any other requirement of this Request.

1.14 Evaluation Process

Each Tender that is not rejected under **clause 1.13** above will be evaluated using information provided in that Tender.

Broadly, the evaluation methodology to be used will be that:

- (a) each Tender will be checked for completeness and compliance by reference to the Compliance Criteria (see below at **clause 1.15**). A Tender that does not contain all information requested, such as the completed Offer form and all the Schedules, may be excluded from evaluation;
- (b) each Tender will be assessed against the Selection Criteria (see below at **clause 1.16**) and an evaluation report will be prepared for consideration of the Council;
- (c) the Council, on the basis of the evaluation report and any other relevant information will decide which, if any, of the Tenders it thinks would be most advantageous for the Shire to accept.

The successful Tenderer must enter into the Management Contract within 7 days after receipt of the finalised Management Contract from the Shire.

1.15 Compliance Criteria

These criteria will not be point scored. Each Tender will be assessed on a Yes/No basis as to whether the criterion is satisfactorily met. An assessment of "No" against any criterion may eliminate the Tender from consideration.

Description of Compliance Criteria	Yes/No
Compliance with Deadline	Yes/No
Completed and included Schedule 1	Yes/No
Completed and included Schedule 2	Yes/No
Completed and included Schedule 3	Yes/No
Completed and included Schedule 4	Yes/No
Completed and included Schedule 5	Yes/No
Completed and included Schedule 6	Yes/No
Completed and included Schedule 7	Yes/No

PART 1

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Completed and included Schedule 8	Yes/No
All other required information included	Yes/No

1.16 Selection Criteria

For the purpose of determining which Tender would be most advantageous for the Shire to accept, the Shire will evaluate each Tender against the following Selection Criteria:

Item	Description of Selection Criteria	Weight
1.	Experience and Capability (See Schedule 3)	25%
2.	Operating Hours (See Schedule 4)	10%
3.	Financials - Rent and Contract Price (See Schedules 5 and 6)	35%
4.	Draft Operational Plan (See Schedule 7)	30%

Before answering the Selection Criteria, Tenderers should note the following:

- (a) all information relevant to your answers should be contained within your Tender in each criterion;
- (b) Tenderers shall assume that the evaluation panel has **no previous knowledge** of your organisation, its activities or experience. General market reputation, public advertising or similar information will not be factors considered in the evaluation process;
- (c) the information provided in the Tender is the only information used to select the chosen supplier. Failure to provide the specified information may result in elimination from the tender evaluation process or a low ranking on the applicable criterion;
- (d) Tenderers shall provide full details for any claims, statements or examples used to address the Selection Criteria; and
- (e) Tenderers shall address each issue outlined within each criterion.

1.17 Request for Tender Documents

This Request has been collated by mechanical means and each Tenderer should check to ensure that the copy given to it includes all pages which are numbered consecutively and that all Schedules referred to are also included.

1.18 Confidentiality of Tender Information

The Shire will treat all information provided in a Tender as confidential and will not use it other than for purposes of, or related to, the Tender evaluation or as otherwise required by law.

Documents and other information relevant to a Tender may be disclosed when required by law, such as under the *Freedom of Information Act 1992*, the *Local Government Act 1995*, the *Local Government (Functions and General) Regulations 1996* or under a Court order.

1.19 Tenderers to Inform Themselves

By submitting a Tender, a Tenderer shall be deemed to have examined and satisfied itself about:

- (a) the completeness of this Request and any other relevant information available in writing to Tenderers;
- (b) all information relevant to the risks, contingencies and other circumstances in relation to this Request; and
- (c) the correctness and sufficiency of its Tender, including tendered prices which shall be deemed to cover the cost of complying with the due and proper performance and completion of the obligations under any agreement with the Shire.

1.20 Due Diligence

The information provided within this document is to the best of the Shire's understanding, as at the date of this Request document being created.

Tenderers are advised that they must conduct and rely only upon their own interpretation and analysis of the information contained within this document, any other information provided and any other matter discovered by any Tenderer during such due diligence undertaken prior to providing an Offer with respect to this Request.

1.21 Warranties

By submitting a Tender, a Tenderer warrants that:

- (a) all information contained in the Tender is accurate;
- (b) the Tender is in all respects an independent Tender; and
- (c) in the preparation of the Tender, no collusion has taken place between the Tenderer and any other Tenderer or, except to the extent specifically disclosed in the Tender, between the Tenderer and any other interested party.

1.22 Joint Tenders

Where a Tender is lodged in the names of two or more persons or corporations, either by way of a joint venture, partnership or otherwise, irrespective of the relationship between the parties, each person or corporation shall be jointly and severally bound by the terms of the Tender and, if the Tender is accepted, shall be jointly and severally liable under any resulting agreement with the Shire.

1.23 Addenda to Request and Alterations

A Tenderer shall not alter or add to the Request documents unless required or permitted by a term of this Request.

The Shire may, at any time before the Deadline, issue an addendum to this Request and circulate that addendum to all Tenderers.

The Tenderer shall acknowledge receipt of each addendum prior to the Deadline.

1.24 Risk Assessment

The Shire may have access to, and consider for the purpose of the tender evaluation process:

- (a) any risk assessment undertaken by Dun and Bradstreet, or any other credit rating agency; and
- (b) any information produced by a Bank or other financial institution, or by an accountant of a Tenderer.

PART 1

READ AND KEEP THIS PART

1.25 Property and copyright in Request documents

All intellectual property, including patents, copyright, trademarks, know-how, technical information and confidential information in or attaching to this Request shall remain the property of the Shire. A Tenderer shall not use any of the information in this Request for any purpose other than the preparation of its Tender.

1.26 Ownership of Tenders

With the exception of a Tenderer's existing copyright and other intellectual property rights, all documents and information submitted by a Tenderer as part of or in support of its Tender shall become, on submission, the absolute property of the Shire and will not be returned to the Tenderer at the conclusion of the tender process.

1.27 Identity of the Tenderer

The identity of the Tenderer and the proposed lessee is fundamental to the Shire. The Tenderer shall be the person, persons, corporation or corporations named as the Tenderer in Schedule 1.

1.28 In House Bids

The Shire will not submit an in-house tender in response to this Request.

1.29 Costs of Tender

All costs of and associated with the preparation and submission of a Tender shall be borne entirely by the Tenderer and the Shire shall not be liable in any circumstances to contribute to those costs or otherwise to indemnify the tenderer in respect to the preparation or submission of a Tender or any related activities.

1.30 Tender Variation

In the event that the Shire considers it necessary or desirable to make any minor variations in respect of the subject of the Tender, the Shire may incorporate such minor variation in its Contract with the successful Tenderer (if the tenderer is in agreement) without the requirement to call for new tenders.

In the event that the successful Tenderer is unable or unwilling to enter into such varied Contract, the Shire may enter to such varied Contract with the person who, in the opinion of Council of the Shire, submitted the next most advantageous Tender.

2. TENDER SPECIFICATIONS

2.1 Introduction

The Shire is the registered proprietor of the Community Resource and Visitor Centre and is vested with the care, control and management of the Caravan Park contained within Reserve 32312.

As set out in clause 1 above, the Tender Requirements relate to:

- (1) the management of the Community Resource and Visitor Centre; and
- (2) the Lease and operation of the Caravan Park.

The successful Tenderer will be required to:

- (1) operate and manage the Community Resource and Visitor Centre in accordance with the Contract;
- (2) enter into the Management Contract, generally in the form annexed as **Annexure 1**;
- (3) operate the Caravan Park and associated activities for up to a maximum of **_____** guests in accordance with the Contract; and
- (4) enter into the Lease, generally in the form annexed as **Annexure 2**,

Unless otherwise noted in this Tender the work involves the supply of labour (including supervision) and materials required to complete the work and shall include, but not necessarily be limited to, the work described in clause 2.2.

2.2 Shire's Expectations and Scope of Work

The Shire strongly recommends that this Request be read in conjunction with the terms and conditions of the Management Contract and the Lease, as that document sets out the majority of the Shire's requirements and expectations in relation to the operation and management of the Community Resource and Visitor Centre and the lease and operation of the Caravan Park.

Community Resource and Visitor Centre

The Shire expects that the successful Tenderer will operate the Community Resource and Visitor Centre, under the Management Contract in accordance with the terms of the Management Contract.

Management of the Community Resource and Visitor Centre will include, without limitation:

- responsibility for all operations, labour, plant, materials and supervision at the Community Resource and Visitor Centre;
- provision of staff to attend to the day to day operations at the Community Resource and Visitor Centre;
- maintenance of the Community Resource and Visitor Centre;
- management of community and visitor facilities and services including the postal services.

Caravan Park

The Shire expects that the successful Tenderer will operate the Caravan Park, under the Lease. The Shire will not contribute to the capital equipment required to operate the Caravan Park, nor assist in the marketing or operation of the Caravan Park.

In relation to the proposed Lease, some of the essential terms include:

- (a) the initial term of the proposed Lease is for **5 years**, with an option of **_____ years** (at the Shire's discretion);
- (b) a rent free period, for a maximum of **_____ weeks** may be negotiated;

PART 2

READ AND KEEP THIS PART

- (c) the Lessee to be responsible for all rates, taxes and outgoings in respect of the Caravan Park;
- (d) the Lessee to maintain adequate public liability and workers compensation insurance and to refund the Shire for building insurance premiums;
- (e) rent is to increase in each year of the term of the Lease by the same percentage as the annual increase in the Consumer Price Index with the exception that rent is to be reviewed to market every three years; and
- (f) the Caravan Park must remain operational throughout the term of the Lease.

2.3 Precinct Details

The precinct is located at Shenton Road/Brown Street, Menzies and comprises the Menzies Community Resource Centre and Caravan Park.

The precinct is divided into two lots, one known as Reserve 32312 (comprising the Caravan Park) owned by the State of Western Australia and the other comprising the CRC Building, owned by the Shire in fee simple. The Shire is vested with the care, control and management of Reserve 32312.

It is intended that the successful Tenderer will be granted a Lease of that part of Reserve 32312 comprising the Caravan Park buildings and the immediate surrounds and will enter into a Management Contract for the Management Community Resource and Visitors Centre.

2.4 Café Fit-out

The grant of the Lease includes an option to fit-out a commercial kitchen within the CRC Building to operate a Café.

The Shire offers assistance in the form of [redacted] towards the costs of fit-out of a commercial kitchen within the CRC Building for the purposes of the operation of a Café (**Shire's Offer**).

The Shire retains the right to approve, reject and/or vary any proposal the successful Tenderer may submit with respect to building signage, building attachments and/or extrusions, and building (kitchen) extraction and air-conditioning systems. The fit-out information provided by the Tenderer must include full details of these items.

The Shire will not permit:

- (a) any external roof or wall mounted equipment for building (kitchen) extraction or air-conditioning systems. All such equipment is to be located at ground level in the service yard provided;
- (b) any external wall mounted service ducts, pipes or conduits for building (kitchen) extraction, air-conditioning systems, or similar such fixtures as identified. All necessary services are to be concealed within the building shell using the cavities, ducts, voids and openings provided.
- (c) any external roof mounted signage;
- (d) any external building attachment which alters the physical appearance of the building.

Further details must be provided by the Tenderer in relation to the above matters, upon written request from the Shire to enable an adequate assessment of proposals.

The Shire's Offer is conditional upon the Successful Tenderer and the Shire entering into a Lease which satisfies the *Commercial Tenancy Act (Retail Shops) Agreements Act 1985* and is to the satisfaction of the Shire.

2.5 Statutory Approval Process

(1) Approvals

The successful Tenderer is required to obtain all other statutory approvals, such as a building licence (if applicable) for the Café fit-out and all health approvals relating to the Café and a

PART 2

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Licence under the *Caravan Parks and Camping Grounds Act 1995* for operation of the Caravan Park.

(2) Local Government Act

Prior to finalising the Lease with the successful Tenderer the Shire may be required to undertake certain processes in accordance with the provisions of the *Local Government Act*, including the following key provisions and processes:

- (a) section 3.58 deals with the disposition of property, which includes leases; and
- (b) section 3.59 requires the Shire to prepare and publish a Business Plan before it enters into a 'major land transaction'.

2.6 Licensing requirements

Unless expressly stated to the contrary, the successful Tenderer is required to operate the Caravan Park in accordance with any requirements specified in a Licence issued under the *Caravan Parks and Camping Grounds Act*.

2.7 Co-operation with the Shire

The successful Tenderer must at all times fully co-operate with the Shire's employees, agents, officers and contractors to ensure the efficient operation and management of the Community Resource and Visitor Centre.

2.8 Tender Conditional upon CRC Grant

If the CRC Grant ceases for any reason then pursuant to the terms of the Management Contract and Lease, the Shire may by written notice require the Management Contract and Lease to be terminated to remove each party's obligations in relation to the operation and management of the Community Resource and Visitor Centre and Caravan Park.

2.9 Occupational Health & Safety

The successful Tenderer will be required to provide and maintain, so far as is practicable, a working environment for its employees, agents, contractors, the Shire's officers and contractors, and members of the public that is safe and without risk to health.

The successful Tenderer must inform itself of and comply with all Occupational Health and Safety policies, procedures or measures implemented or adopted by the Shire. Copies of the Shire's current policies are annexed to this Tender as **Annexure 3**.

2.10 Statutory Approval Process

Prior to finalising the Contract with the successful Tenderer the Shire may be required to undertake certain processes in accordance with the provisions of the *Local Government Act*.

SCHEDULE 1

TENDERER'S OFFER

FORM OF TENDER

TO: Chief Executive Officer
Shire of Menzies
124 Shenton Street
MENZIES WA 6436

I/We:

1. submit this Tender in response to, and in accordance with the terms of, the Shire of Menzies's 'REQUEST FOR TENDERS NO. /2015;
2. offer to carry out and complete the requirements described in Part 2, on the terms and conditions contained in Part 3 and in accordance with the Contract;
3. agree that this Tender is a formal offer to the Shire of Menzies and will remain valid and open for acceptance for a minimum period of:
 - (a) 3 months from the Deadline; or
 - (b) forty five days from the Council resolution for determining the Tender,whichever is later.

I/We warrant that:

1. all information contained in this Tender is accurate;
2. this Tender is in all respects an independent Tender; and
3. in the preparation of this Tender, no collusion has taken place between the Tenderer and any other Tenderer or, to the extent specifically disclosed in the Tender, between the Tenderer and any other interested party;
4. we/I have received and read Annexures 1-3 and Addenda No(s)....

Name of Tenderer

(full legal name of person or company)

ABN

ACN

Address

Daytime contact numbers:

Signed by, or on
behalf of, the Tenderer

PART 3

COMPLETE AND RETURN

Name of person signing
on behalf of Tenderer

Position of person signing
on behalf of Tenderer

(BLOCK LETTERS)

Witness Signature

Name of Witness

(BLOCK LETTERS)

Position

Dated

If Tenderer is a Corporation following must be completed

EXECUTED BY

pursuant to Section 127 of the Corporations Act:

Name of Director

Signature of Director

Name of Director/Secretary

Signature of Director/Secretary

If the Tenderer is a partnership all partners must sign this Offer

If the Tenderer is an incorporated body the following must be completed

THE COMMON SEAL of

was hereunto affixed pursuant to the constitution of the
Association in the presence of each of the undersigned each of
whom hereby declares by the execution of this document that he
or she holds the office in the Association indicated under his or
her name:

OFFICE HOLDER SIGN

Office Held:
Full Name
Address

OFFICE HOLDER SIGN

Office Held:
Full Name
Address

Tender – Management and Operation of the Menzies Community Resource and Visitor Centre and Lease and Operation of the Menzies Caravan Park

PART 3

COMPLETE AND RETURN

SCHEDULE 2

General & Corporate Information

2.1 Organisation profile and referees

Attach your organisation profile including details of principals (if partnership all names and addresses and trading name if applicable), staffing, principal activities etc.	<input type="checkbox"/> Tick✓if attached
If companies are involved, attach the current ASIC company search extract for each company and include a copy of the latest ASIC annual return for each company.	<input type="checkbox"/> Tick✓if attached
Attach details of your referees. Only give referees for whom you have done work and give examples of the work done for each referee. Label all document(s) supplied, in respect of this requirement, "Organisation profile and referees".	<input type="checkbox"/> Tick✓if attached

2.2 Agents & Trusts

Are you acting as an agent for another party or trustee of a trust?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If Yes, attach details (including name and address, and copy of trust deed and related documents) of the other party or trust as applicable and label such document(s) "Agents & Trusts".	<input type="checkbox"/> Tick✓if attached

2.3 Financial Position

Are you presently able to pay all your debts in full as and when they fall due?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If you are awarded the Contract, will you be able to fulfil the Requirements from your own resources (including without limitation the fit-out works) or from resources readily available to you and remain able to pay all of your debts in full as and when they fall due?	Yes <input type="checkbox"/> No <input type="checkbox"/>
To demonstrate your financial ability to undertake any resulting contract, attach a financial profile (including a profit and loss statement and latest financial return) for you and each of the other proposed contracting entities together with a list of two financial referees, and label	<input type="checkbox"/> Tick✓if attached

PART 3

COMPLETE AND RETURN

such document(s) "*Financial Position*".

2.4 Conflicts of Interest

Will any actual or potential conflict of interest in the performance of your obligations under the Contract exist if you are awarded the Contract, or are any such conflicts of interest likely to arise during the Contract?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If Yes, attach details of any actual or potential conflict and the way in which any conflict will be dealt with and label such document(s) " <i>Conflicts of Interest</i> ".	<input type="checkbox"/> Tick✓if attached

SCHEDULE 3

Experience and Capability

The Tenderer is required to demonstrate:

- (1) the necessary experience and skills to manage the Community Resource and Visitor Centre. In this regard, the Tenderer is, as a minimum, required to:
 - (a) demonstrate competency and a proven track record of achieving outcomes for similar facilities;
 - (b) complete the below "Reference Schedule";
 - (c) demonstrate an ability to provide a safe work environment, and a commitment to comply with all Occupational Health and Safety policies, procedures or measures implemented or adopted by the Shire; and
 - (d) complete the below "Tenderer's Safety Record" schedule, and provide details as to the Tenderer's Occupational Health and Safety policies and procedures.
- (2) the necessary experience in the ongoing management of a small to medium accommodation facility (and food and beverage business if applicable) that is subject to seasonal variations and trades predominantly with the general public.

COMPLETE AND RETURN

REFERENCE SCHEDULE

[illegible]

[illegible]

SCHEDULE 4

Operating Hours

The Tenderer must supply details of proposed days and hours of operation for the following facilities throughout the winter and summer seasons:

1. Community Resource Centre
2. Postal Services
3. Visitor Centre
4. Caravan Park (Reception)
5. Café (If applicable).

SCHEDULE 5

Rent Information

Tenderers must complete the below annual rent payment schedule. Before completing the annual rent payment schedule, Tenderers should read the entire Request.

Rent must be paid monthly in advance in equal instalments, in accordance with the provisions of the Lease.

The rent figure is exclusive of GST and all outgoings and consumables, otherwise payable in accordance with the terms of the Lease.

Annual Rent Payment

Description	Amount
Rent per annum (exclusive of GST and all outgoings and consumables which are otherwise payable in accordance with the terms of the Lease)	\$

SCHEDULE 6

Contract Price

Tenderers **must** complete the below contract price schedule. Before completing the contract price payment schedule, Tenderers should read the entire Request.

The Shire will pay the contract price by equal monthly instalments payable in arrears on the last day of the month.

The contract price must include all costs associated with the operation and management of the Community Resource and Visitor Centre in accordance with the Contract, including without limitation all labour costs, material costs, profits and overheads.

CONTRACT PRICE SCHEDULE

Description	Contract Price
<p>The Tenderer offers to operate and manage the Community Resource and Visitor Centre in accordance with the Contract for the Initial Contract Term (being from until) for the sum of:</p> <p>("Management Fee")</p> <p>If the Shire extends the Contract for the Contract Extension (being from until) the Management Fee will be increased by CPI for the term of the Contract Extension.</p>	<p>GST ex \$.....</p> <p>GST \$.....</p> <p>Total Sum \$.....</p> <p>.....</p> <p>(total sum must also to be expressed in words)</p>

SCHEDULE 7
Draft Operational Plan

The Tenderer must provide details of their operational plan for the Community Resource and Visitor Centre and the Caravan Park. This plan is to include:

- (a) operating structure;
- (b) proposed governance structure;
- (c) addressing legal requirements of the operation of an Community Resource and Visitor Centre and Caravan Park;
- (d) employment strategy; and
- (e) an assessment of any projected changed terms or conditions for the current users or tenants of the site.

SCHEDULE 8

Café - Fit Out Works and Operation

If a Tenderer wishes to accept the Shire's Offer, the Tenderer must provide:

Fit-out Works

- (a) full and complete details of the fit-out works proposed to be undertaken by the Tenderer;
- (b) sketch plans and 3-D coloured illustrations of the proposed Café fit-out;
- (c) colour and material display boards for Café and kitchen fit-out finishes proposed;
- (d) photographs/illustrations of proposed Café furniture;
- (e) details of proposed plant & equipment to be installed, together with confirmation that all plant & equipment will be new and be of commercial grade and quality;
- (f) an indicative estimate of the capital expenditure required to complete the fit-out;
- (g) an indicative works program showing the timing and staging of the fit-out; and
- (h) details of the proposed fit-out contractor, or builder, intended to undertake the fit-out works.

Operation and Product Range

- (a) details of the proposed food and beverage menu items to be sold from the Café, including indicative prices for the first two years of trading; and
- (b) details of any other incidental items to be sold from the café.

DRAFT

ANNEXURES

Request for Tenders for the Management of the Menzies Community Resource and Visitor Centre and Operation and Lease of the Menzies Caravan Park

READ AND KEEP THIS PART

ANNEXURES

1. Contract for the Management of the Menzies Community Resource and Visitor Centre.
2. Lease for the Menzies Caravan Park.
3. Occupation Health and Safety policy, information and requirements.

ANNEXURE 1

Contract for the Management of the Menzies Community Resource and Visitor Centre

Contract for the Management of Menzies Visitor Centre and Community Resource Centre:

Shire of Menzies

[Insert Individual/Company/Association Details]



McLEODS

Barristers & Solicitors

Stirling Law Chambers | 220-222 Stirling Highway | CLAREMONT WA 6010

Tel: (08) 9383 3133 | Fax: (08) 9383 4935

Email: mcleods@mcleods.com.au

Ref: JL:38079:MENZIES

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Details

Parties

Shire of Menzies

of PO Box 4, Menzies, Western Australia, 6436
(Shire)

[Insert Company/Association Details (ACN)]

Western Australia
(Contractor)

Background

- A The Shire registered as the proprietor of the Land.
- B The Centre is located on the Land.
- C The Shire has agreed to appoint the Contractor to manage the Centre for the Term, on the terms and conditions of this Contract.

Agreed terms

1. Defined Terms and Interpretation

1.1 Definitions

Unless otherwise required by the context or subject matter the following words have these meanings in this Contract:

Amounts Payable means the outgoings referred to in **clause 6.1** and any other money payable by the Contractor to the Shire under this Contract;

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

Centre means the Visitor Centre and Community Resource Centre situated on the Land and located for general identification purposes at 37 Shenton Street, Menzies and for the avoidance of doubt includes all fixtures, fittings, plant and equipment provided by the Shire for use in the Centre;

Commencement Date means the date of commencement of the Term specified in **Item 3** of the Schedule;

Community Resource Centre means the Menzies Community Resource Centre and includes post office and,

Contract means this document as varied, amended, supplemented, novated or replaced from time to time;

Further Term means each further term specified in **Item 2** of the Schedule;

Good Repair means good and substantial tenantable repair and in clean, good working order and condition;

Grant means the grant the Shire receives from the State Government for the operation of the Community Resource Centre;

Interest Rate means the rate at the time the payment falls due being 2% greater than the Shire's general overdraft rate on borrowings from its bankers on amounts not exceeding \$100,000.00, which rate cannot exceed the rate prescribed by, and imposed in accordance with, section 6.13 of the *Local Government Act 1995*;

KPI's means the Key Performance Indicators annexed hereto as **Annexure 1** as amended from time to time in accordance with this Contract;

Land means Lot 41 on Deposited Plan 222795 and being the whole of the land comprised in Certificate of Title Volume 599 Folio 198;

Management Fee means the annual fee payable by the Shire to the Contractor in consideration of the due performance by the Contractor of its obligations pursuant to this Agreement as specified in **Item 4** of the Schedule;

Notice means each notice, demand, consent or authority given or made to any person under this Contract;

Proposal means the Contractor's completed offer, response to the Selection Criteria and attachments in respect of the Request for Proposal;

Proposal Documents means the Request for Proposal and the Proposal;

Request for Proposal means the request for proposal for the management of the Centre entitled 'Request for Proposal – Management of the Menzies Visitors Centre, Community Resource Centre and Caravan Park' RFT Number;

Schedule means the schedule to this Contract;

Services means the whole of the Visitor Centre and Community Resource Centre services, tasks, work and requisites as set out in this Contract to be supplied by the Contractor;

Shire's Fixtures and Fittings means all fixtures, fittings and equipment installed in or provided to the Centre by the Shire at the Commencement Date or at any time during the Term. An initial list of the Shire's Fixtures and Fittings installed at the Commencement Date and their estimated value is annexed hereto as **Annexure 2**;

Term means the term of the Contract as stipulated in **Item 1** of the Schedule and any Further Term;

Termination means expiry by effluxion of time or sooner determination of the Term or any period of holding over; and

Visitor Centre means the Menzies Visitor Centre.

1.2 Interpretation

In this Contract, unless the context otherwise requires:

- (a) headings, underlines and numbering do not affect the interpretation or construction of this Contract;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate;
- (e) references to parts, clauses, parties, annexures, exhibits and schedules are references to parts and clauses of, and parties, annexures, exhibits and schedules to, this Contract;
- (f) a reference to any statute, regulation, proclamation, ordinance, local or town planning scheme, or local law includes all statutes, regulations, proclamations, ordinances, local or town planning schemes, or local laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and local laws issued under that statute;
- (g) no rule of construction shall apply to the disadvantage of a party on the basis that that party was responsible for the preparation of this Contract or any part of it;
- (h) a reference to any thing (including any real property) or any amount is a reference to the whole and each part of it;
- (i) reference to the parties includes their personal representatives, successors and lawful assigns;
- (j) where a reference to a party includes more than one person the rights and obligations of those persons shall be joint and several; and
- (k) the Schedule and Annexures (if any) form part of this Contract.

2. Order of Precedence

If there is any inconsistency between the terms of this Contract and the Proposal Documents then the terms of this Contract will prevail.

3. Appointment

The Shire appoints the Contractor, and the Contractor accepts the appointment, to manage the Centre for the Term under the terms and conditions provided by this Contract and the Proposal Documents.

4. Management Fee

- (1) In consideration for the Contractor observing and performing the Contractor's obligations under this Contract, the Shire shall pay to the Contractor the Management Fee.
- (2) The Contractor agrees that payment of the fee in paragraph (1) above constitutes full payment for the provision of the Services.
- (3) The Contractor acknowledges and agrees that if it decides to expand the Services of the Centre or employ additional staff for the Centre, it shall not be entitled to an increase in the Management Fee.
- (4) The Contractor acknowledges and agrees that in the event that the Contractor fails to:
 - (a) employ staff that meet the requirements set out at **clause 7.3** of this Contract; or
 - (b) provide the Services to the Shire in accordance with this Contract,the Shire shall be entitled to:
 - (i) withhold payment of the Management Fee until such failure is rectified; and
 - (ii) pay a reduced Management Fee for the period of the failure, such reduction to be determined by the Chief Executive Officer of the Shire acting reasonably.

5. Management Fee Review

N/A

6. Outgoings and Other Payments

6.1 Outgoings

- (1) The Contractor agrees with the Shire to pay to the Shire or to such person as the Shire may from time to time direct punctually all the following outgoings or charges (if applicable), assessed or incurred in respect of the Centre:
 - (a) telephone, electricity, gas and other power and light charges including but not limited to meter rents and the cost of installation of any meter, wiring, internet connections or telephone connections and the Contractor shall ensure that any accounts for all charges and outgoings in respect of telephone, electricity, gas and other power and light charges are taken out and issued in the name of; and
 - (b) any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Contractor's use and occupation of the Centre and any costs incurred in its performance of the Services, as stated in the Contract.
- (2) If the Centre is not separately charged or assessed the Contractor will pay to the Shire a proportionate part of any charges or assessments referred to in **clause 6.1(1)** being the proportion that the Centre bears to the total area of the land or premises included in the charge or assessment.

6.2 Interest

Without affecting the rights, powers and remedies of the Shire under this Contract, to pay to the Shire interest on demand on any Amounts Payable which are unpaid for fourteen (14) days

computed from the due date for payment until payment is made and any interest payable under this paragraph will be charged at the Interest Rate.

6.3 Costs

To pay to the Shire all costs, legal fees, disbursements and payments incurred by or for which the Shire is liable in connection with or incidental to:

- (a) the Amounts Payable or obtaining or attempting to obtain payment of the Amounts Payable under this Contract;
- (b) any breach of an obligation or agreement by the Contractor or its agents, employees or subcontractors;
- (c) any work done at the Contractor's request; and
- (d) any action or proceedings arising out of or incidental to any matters referred to in this clause 6.3 or any matter arising out of this Contract.

7. The Contractor's Obligations

The Contractor agrees:

- (a) to provide the Services to the Shire in accordance with this Contract;
- (b) to perform its obligations under this Contract in a competent and professional manner and to ensure that all staff employed or subcontracted by the Contractor to carry out the Contractor's obligations are of a standard sufficient to satisfy the Contractor's obligations under this clause 7; and
- (c) to comply with all reasonable instructions and directions issued by the Shire.

8. Management of Centre

8.1 Generally

The Contractor agrees to be responsible for the day-to-day operations of the Visitor Centre and the Community Resource Centre and to supervise and manage the Centre in accordance with this Contract.

8.2 Key Performance Indicators

- (1) The Contractor acknowledges that the Shire has an interest in ensuring that high quality Community Resources and Services are available to residents of Menzies.
- (2) The Contractor must comply with and implement the KPI's in relation to the operation of the Visitor Centre and Community Resource Centre.
- (3) Unless otherwise agreed by the parties in writing, the Shire and the Contractor must meet every six months, at a mutually convenient time, to review and discuss the operation of the Centre in terms of the KPI's.
- (4) The approved KPI's for the Term will be the KPI's annexed hereto as **Annexure 1**, with any changes to the KPI's agreed by the Shire and the Contractor in writing.

- (5) If at any time the Shire considers that the Contractor is not complying with the KPI's, the Shire may issue the Contractor a notice requiring the Contractor to attend a meeting with the Chief Executive Officer of the Shire within 10 days of receipt of such notice (or such other period of time as is agreed to by the parties) to discuss the Contractor's performance in relation to the KPI's and ways in which the Contractor's performance may be improved. If, following the meeting, the Shire still considers that the Contractor is not complying with the KPI's the Shire may terminate this Contract upon three months' written notice to the Contractor and the provisions of clause 13 will apply.

8.3 Management and Supervision of Staff

The Contractor agrees to:

- (a) be fully responsible for the appointment, supervision, training and remuneration of staff for the Centre;
- (b) employ postal staff who have appropriate postal and freight qualifications, accreditations, registrations, licences and experience to effectively carry out the functions as assigned to them;
- (c) ensure that all tasks are undertaken by suitably trained or qualified employees; and
- (d) maintain approved records of staff and make such records available to the Shire upon request. Staff records must include details of staff rosters, together with all necessary qualifications, training, and other details relevant to the performance of the Services.

8.4 Establishment of Bank Accounts and Collection of Income

The Contractor agrees:

- (a) to establish and maintain a separate bank account for the Centre;
- (b) that it shall be strictly responsible for the security and banking of all income received; and
- (c) that it shall be responsible for all bank fees, charges and taxes and other requirements associated with the maintenance of any such accounts and all costs associated with the security, insurance and transportation of all monies.

8.5 Recording of Income and Expenditure

The Contractor agrees:

- (a) to accurately and transparently record all income and expenditure associated with the operation of the Centre and this Contract;
- (b) an appropriately qualified person must maintain and prepare all financial records associated with the Centre;
- (c) to ensure that all financial reports for the Centre are prepared in accordance with accepted accounting standards, reconciled and reflect a true statement of the financial performance of this Contract and the Centre;
- (d) that all records associated with the Centre are to be made available to the Shire upon written request;
- (e) to be responsible for all costs associated with the maintenance of financial reports including the annual audit; and

- (f) that the Shire may conduct an independent financial audit on the Centre. The cost of such audit will be borne by the Shire, unless unacceptable errors in the financial recording and reporting are proven to exist in which case the Contractor will be responsible for audit costs.

8.6 Financial Reports

The Contractor agrees to:

- (a) maintain an appropriate system of accounting based on double entry bookkeeping principles made up of a minimum of a cash book, a ledger, an asset register and journals on an accrual basis of accounting in conformity with Australian Accounting Standards and generally accepted good financial management principles and practices;
- (b) prepare and provide to the Shire in an agreed format financial reports and statements for the Centre on request;
- (c) prepare in a manner and form agreed between the Contractor and the Shire, financial statements and annual returns for the Centre to the end of the Contract;
- (d) ensure that the financial statements and annual returns are audited by a suitably qualified auditor. The identity of the auditor is to be agreed between the Shire and the Contractor; and
- (e) provide audited financial statements and annual returns (**Audited Accounts**) for the Centre and provide copies of the Audited Accounts to the Shire, no later than 31 October in each year of the Term.

8.7 Insurance Obligations

(1) The Contractor must effect and maintain with reputable insurers:

- (a) adequate public liability insurance, in the name of the Contractor and noting the Shire's interest in the Centre, for a sum not less than twenty million dollars (\$20,000,000) in respect of any one claim;
- (b) a policy of employers' indemnity insurance, including workers' compensation insurance in respect of all employees (including part-time and casual employees) of the Contractor employed in or in connection with the Centre;
- (c) a policy of personal accident insurance, including insurance in respect of all volunteers of the Contractor employed in, or in connection with the Centre;
- (d) professional indemnity insurance to cover the performance of its obligations under this Contract, to the amount of not less than ten million dollars (\$10,000,000);
- (e) fidelity guarantee insurance for a sum not less than twenty five thousand dollars (\$25,000);
- (f) comprehensive plant & equipment insurance policy with a cover equivalent to the value of the Contractor's plant & equipment to be used in the performance of the Contractor's obligations under this Contract;
- (g) contents insurance covering the contents of the Centre's buildings, for their full insurable value, against all usual risks including, without limiting the generality of the foregoing, loss or damage by fire, fusion, explosion, smoke, lightning, flood, storm, tempest, rain, water, water damage, leakage, earthquake, riot, civil commotion, malicious damage, impact by vehicles, aircraft, and articles dropped therefrom and similar such risks; and

- (h) all usual insurances in relation to the conduct of the Centre and the employees, contractors, volunteers and agents engaged in any way by the Centre.
- (2) In respect of the insurances required by paragraph (1) of this clause, the Contractor must:
 - (a) on demand supply to the Shire details of the insurances and give to the Shire copies of the certificates of currency in relation to those insurances;
 - (b) promptly pay all premiums and produce to the Shire each policy or certificate of currency and each receipt for premiums or certificate of currency issued by the insurers; and
 - (c) notify the Shire immediately-
 - (i) when an event occurs which gives rise or might give rise to a claim under or which could prejudice a policy of insurance; or
 - (ii) when a policy of insurance is cancelled.
- (3) The Shire will effect and maintain building insurance covering the Centre's buildings, for their full insurable value, against all usual risks including, without limiting the generality of the foregoing, loss or damage by fire, fusion, explosion, smoke, lightning, flood, storm, tempest, rain, water, water damage, leakage, earthquake, riot, civil commotion, malicious damage, impact by vehicles, aircraft, and articles dropped therefrom and similar such risks.
- (4) If the Contractor fails to comply with its obligations under this clause, the Shire or its representative may:
 - (a) in the case of a failure by the Contractor to comply with its obligations under clause 8.7, effect or maintain the required insurance policies, as the case may be, and pay the premiums thereof, the cost of which must be paid on demand by the Contractor to the Shire or may be deducted by the Shire from any moneys due or becoming due to the Contractor under this Contract, at the option of the Shire; or
 - (b) immediately terminate this Contract and the provisions of clause 13 will apply..

8.8 Indemnity

The Contractor must indemnify and keep indemnified the Shire from and against all claims, actions, demands, loss, damages, costs and expenses incurred by the Shire in respect of anything done or omitted to be done in the exercise of the powers conferred on the Contractor by this Contract or in the carrying out of the duties and functions of the Contractor under this Contract, including but not limited to any claim, action, demand, loss, damages or costs brought against the Shire.

8.9 Maintenance & Servicing

- (1) The Contractor must ensure that the Centre and all fixtures, fittings, plant and equipment within the Centre are serviced and maintained, at its cost, in accordance with the recommended manufacturer's, supplier's and installer's instructions, until the expiry or termination of this Contract.
- (2) The Contractor acknowledges that the Shire's Fixtures and Fittings remain the property of the Shire and must be returned to the Shire at the expiry or termination of this Contract in the same condition as provided to the Contractor at the commencement of this Contract, fair wear and tear excepted.
- (3) The Contractor must maintain the Centre in accordance with the Shire's reasonable requirements.

- (4) Notwithstanding any other provision of this Contract, failure of plant or equipment due to non-compliance with instructions and warranty specifications will result in the Contractor bearing the full cost of repairs.

8.10 Cleaning of Centre

The Contractor must keep the Centre is kept clean, neat, tidy and in a litter free state at all times in accordance with the Schedule attach as **Annexure 3**.

8.11 Repair Damage

- (1) Unless such damage is the Shire's responsibility pursuant to the terms of this Contract, the Contractor must promptly repair at its own expense to the satisfaction of the Shire, any damage to the Centre, regardless of how the damage is caused and replace any of the Shire's Fixtures and Fittings which are or which become damaged.
- (2) If any damage is not repaired or replaced by the Contractor in accordance with its obligations under **clause 8.11(1)**, within 14 days of written notice from the Shire that such repair or replacement is required, the Shire may carry out the repairs or replacements and the cost will be borne by the Contractor.
- (3) For the avoidance of doubt, the Contractor shall be responsible to carry out at its cost repairs as a result of fair and reasonable wear and tear to the following items:
- (a) blocked toilets provided that such repair is due to minor blockages;
 - (b) doors off hinges;
 - (c) leaking taps;
 - (d) broken light fittings;
 - (e) sticking doors;
 - (f) broken locks;
 - (g) broken glass; and
 - (h) any other repairs that may be required to maintain the Centre in good working order and condition, unless such repair or maintenance is the Shire's responsibility under **clause 8.12**.
- (4) Notwithstanding any other provisions of this Contract, the Contractor must make good any loss or damage to any property of the Shire caused by the negligence or default of the Contractor or any of its agents, employees and subcontractors.

8.12 Programmed Maintenance

- (1) The Maintenance Schedules will be reviewed annually in February in each year of the Contract Term.
- (2) On 31 January in each year of the Contract Term, the Contractor must submit to the Shire the proposed Maintenance Schedules (which will include any proposal for upgrades, repairs or major maintenance or the like for the Building) for the next financial year for the Gallery for the Shire's approval. The proposed Maintenance Schedules must be fully itemised and be in a form generally acceptable to the Shire.

- (3) The Shire (and where applicable its Council) will review the proposed Maintenance Schedules, and advise the Contractor in writing if the proposed Maintenance Schedules are approved.
- (4) The Shire covenants and agrees to act reasonably, and not to unreasonably fail to approve or withhold approval to the proposed Maintenance Schedules.
- (5) If the Shire does not approve the proposed Maintenance Schedules it will, within 14 days of advising the Contractor of its decision not to approve the proposed Maintenance Schedules (or part thereof), provide to the Contractor written reasons for the decision not to approve the proposed Maintenance Schedules, and will provide the Contractor with a reasonable opportunity to submit further proposed Maintenance Schedules.
- (6) The maintenance performance of the Contractor will be monitored as a performance indicator in respect to the overall performance of this Contract.
- (7) The Contractor must report on the achievement of all maintenance required in Annexure 3, within its quarterly reports.

8.13 Pest Control

The Contractor must keep the Centre free of any vermin and the cost of extermination will be borne by the Contractor.

8.14 Maintain Surroundings

The Contractor may not remove any trees, shrubs or hedges without first consulting with and obtaining the approval of the Shire, except where necessary for urgent safety reasons.

8.15 Security of Centre

The Contractor must ensure the Centre, including all fixtures and fittings, are appropriately secured at all times.

8.16 Report Defects

The Contractor must immediately report to the Shire in writing:

- (a) any structural report or defect, or any major maintenance required in respect of the Centre; and
- (b) all notices, orders and summonses received by the Contractor and which affect the Centre.

8.17 Permit Shire to Inspect and Repair

The Contractor agrees to permit the Shire and its agents with or without workmen and others, and with or without plant and equipment at all reasonable times to enter upon the Centre and all parts thereof to view the condition thereof and to take inventories of the Shire's fixtures therein and to effect such repairs, maintenance and amendments as shall be required by the Shire.

8.18 Acknowledgement of State of Repair of Centre

The Contractor acknowledges that it has inspected the structure of the Centre internally and externally prior to the execution of this Contract and enters into the Contract with full knowledge of the structural state and state of repair of the Centre.

8.19 Permitted Use

The Contractor must not use, or permit to be used the Centre for the following uses under the Contract:

- (a) for any purpose other than the provision of Services as agreed under the Contract without the prior written approval of the Shire or its representative; or
- (b) for any illegal, immoral, objectionable, noxious, noisy or offensive purpose nor for any nuisance or inconvenience to the Shire or any other person.

8.20 Operating Hours

- (1) The Contractor must provide supervised access to the Centre by the general public for at least the minimum hours specified in Item 4 of the Schedule, unless otherwise agreed by the Shire in writing.
- (2) The Centre may be closed on Public Holidays and days specified in Item 5 of the Schedule, unless otherwise agreed by the Shire in writing.

8.21 Compliance with Laws

The Contractor agrees to comply with and ensure that its employees, subcontractors and agents comply with and observe the provisions of all acts, statutes, local laws, regulations and local or town planning scheme which relate to the Centre and/or the operation of the Centre by the Contractor.

8.22 Occupation Safety & Health Obligations

- (1) The Contractor agrees to provide and maintain, so far as is practicable, a working environment for its employees and members of the public that is safe and without risk to health.
- (2) The Contractor must comply with, and ensure that its agents, employees and subcontractors comply with any acts, regulations, local laws, codes of practice and Australian Standards which are in any way applicable to the performance of the Services and occupational safety & health.

8.23 Quarterly Meetings

- (1) Unless otherwise agreed by the parties in writing, the Shire and the Contractor must meet on a quarterly basis, at a mutually convenient time, to review and discuss the operation of the Centre in terms of the agreed KPI's. Meetings may be held over the phone, or in person as convenient.
- (2) The parties must meet immediately following the 21st of each third month, to permit discussion of the previous reports required pursuant to clause 8.22, and thereafter three months following such meeting.

8.24 Quarterly Reports

By the 21st of each month following the last quarter of the financial period, the Contractor must provide to the Shire comprehensive written reports concerning the operation of the Centre during the preceding quarter. The quarterly reports must be in a form reasonably required by the Shire and include:

- (a) income and expenditure statements for each of the Centre for the relevant period;
- (b) a statement of variations between the Operating Budgets and Activity Plan and the actual results achieved for the year to date with explanations of variances;

- (c) a statement of the capital expenditure items and maintenance items in respect to the Centre for the relevant period. All repairs and maintenance items that have been carried out during the period must be outlined and any repairs or maintenance that are recommended by the Centre for the relevant period;
- (d) a statement of marketing expenses, programmes and initiatives for the Centre for the relevant period and year to date;
- (e) a report on incidents in the Centre for the relevant period for which claims are or may be made against the Shire or the Contractor, and other relevant details concerning insurances;
- (f) advice on prevailing market conditions and the settling of fees and charges for the relevant period;
- (g) customer feedback received for the Centre for the relevant period;
- (h) any negligent damage caused to the Centre or the assets of the Cemyre must be reported, including any damage caused by the Contractor its agents, employees and subcontractors for the relevant period;
- (i) reporting in relation to the KPI's established in Annexure 1 as part of the Contract;
- (j) reporting on items listed in Annexure 2; and
- (k) any information on the Centre and this Contract reasonably required, and requested in writing, by the Shire.

8.25 Quarterly Reports for Audit and Finance Committee

- (1) The quarterly reports received from the Contractor by the 21st of each month following the last quarter of the financial period must be submitted to the Audit and Finance Committee of Council, facilitated by the Shire.
- (2) The Shire will advise the Contractor in writing of the:
 - (a) meeting date of the Audit and Finance Committee; and
 - (b) whether the Contractor will be required to attend the Audit and Finance Committee's meeting.

8.26 Annual Reports

The Contractor must provide a comprehensive annual report, by 30 April of each year of the Contract Term, concerning the operation of the Centre during that year. The annual reports must be in a form reasonably required by the Shire and include:

- (a) income and expenditure statements for the Centre for the relevant period;
- (b) a statement of variations between the Operating Budgets and the actual results achieved for the year to date with explanations of variances;
- (c) a statement of the capital expenditure items and maintenance items in respect to the Centre for the relevant period. All repairs and maintenance items that have been carried out during the period must be outlined and any repairs or maintenance that are recommended by the Centre for the relevant period;

- (d) a statement of marketing expenses, programmes and initiatives for the Centre for the relevant period and year to date;
- (e) a report on incidents in the Centre for the relevant period for which claims are or may be made against the Shire or the Contractor, and other relevant details concerning insurances;
- (f) advice on prevailing market conditions and the settling of fees and charges for the relevant period;
- (g) customer feedback received and actions to resolve for the Centre for the relevant period;
- (h) any negligent damage caused to the Centre or the assets of the Centre must be reported, including any damage caused by the Contractor its agents, employees and subcontractors for the relevant period;
- (i) reporting in relation to the KPI's established in Annexure 1 as part of the Contract;
- (j) reporting on items listed in Annexure 3; and
- (k) any information on the Centre and this Contract reasonably required, and requested in writing, by the Shire.

8.27 Accident Reports, Records and Investigations

Any incident involving emergency services or resulting in any Centre being closed for more than 1 hour should be communicated to Council immediately or as soon as is possible with regard to Contractor and staff safety.

8.28 Signs and Sponsorship

The Contractor must not enter into any signage or sponsorship arrangements or display any signs or advertisements at the Centre without the written consent of the Shire, which consent the Shire may withhold in its absolute discretion.

8.29 Privacy

Any confidential or privileged information is to be concealed from unauthorised persons at all times, unless the Shire consents otherwise in writing.

8.30 Maintain Shire's Reputation

- (1) The Contractor and its agents, employees and subcontractors must not say or do anything which brings the Shire into disrepute or damages the reputation of the Shire.
- (2) The Contractor and its agents, employees and subcontractors must not make any public statements:
 - (a) which may be detrimental to the Centre or the interests of the Shire; or
 - (b) about any aspect of this Contract.
- (3) The parties acknowledge that this subclause will not prevent the Contractor from making any statements of a promotional or marketing nature in respect of the Centre.

8.31 Comply with directions from the Shire

The Contractor must comply, as soon as practicable, with any written direction given by the Shire concerning the supply of the Services.

9. The Contractor's Representative

The Contractor must:

- (a) appoint a competent person to be responsible for the day to day performance of the Services and the supervision of all persons employed or engaged in carrying out the Services (Contractor's Representative);
- (b) provide to the Shire prior to the commencement of this Contract the name, address and telephone number of the Contractor's Representative;
- (c) notify the Shire immediately should a new the Contractor's Representative be appointed; and
- (d) ensure that the Contractor's Representative is available and able to be contacted by the Shire during the hours when the Centre is open.

10. Shire's Obligations

10.1 Major Maintenance and Structural Repair

- (1) The Shire will attempt to rectify any major maintenance or structural defect or problem within a reasonable amount of time, having consulted with its Council if applicable.
- (2) Following notice of such major maintenance or structural defect or problem by the Contractor, the Shire and the Contractor will liaise to determine the priority and urgency of such defect or problem and the steps required to remedy such defect or problem.

10.2 Capital Works and Renovations

- (1) The Shire may carry out capital works at the Centre.
- (2) The extent and timing of the proposed capital works will be outlined to the Contractor in writing.
- (3) Except in the case of urgent works the Shire shall give a minimum of two months notice of such works.

10.3 Indemnity

The Shire will indemnify (and keep indemnified), the Contractor from and against all claims, actions, demands, loss, damages, costs and expenses incurred by the Contractor in respect to anything done or omitted to be done in good faith in the exercise of the powers conferred on the Shire by this Contract or in the carrying out of the duties and functions of the Shire under this Contract.

10.4 Residence

- (1) The Shire agrees to provide to the Contractor free of charge the residence situated at [REDACTED], fully-furnished (**Residence**) for the purposes of accommodation for the Centre and Caravan Park Manager employed by the Contractor for the Centre.

- (2) The Contractor agrees with the Shire that the Residence shall not be used for any purpose other than for accommodation for any Manager employed by the Contractor for the Centre and Caravan Park.
- (3) Subject to **clause 10.4(6)**, the Contractor agrees with the Shire to pay to the Shire or to such person as the Shire may from time to time direct punctually all the following outgoings or charges, assessed or incurred in respect of the Residence (if applicable):
 - (a) telephone, electricity, gas and other power and light charges including but not limited to meter rent and the cost of installation of any meter, wiring, internet connection or telephone connection and the Contractor shall ensure that any accounts for all charges and outgoings in respect of telephone, electricity, gas and other power and light charges are taken out and issued in the name of the Contractor; and
 - (b) any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Contractor's use and occupation of the Residence.
- (4) If the Residence is not separately charged or assessed the Contractor will pay to the Shire a proportionate part of any charges or assessments referred to in **clause 10.4(3)** being the proportion that the Residence bears to the total area of the land or premises included in the charge or assessment.
- (6) The Shire will effect and maintain building and contents insurance covering the Residence's buildings and contents thereof, for their full insurable value, against all usual risks including, without limiting the generality of the foregoing, loss or damage by fire, fusion, explosion, smoke, lightning, flood, storm, tempest, rain, water, water damage, leakage, earthquake, riot, civil commotion, malicious damage, impact by vehicles, aircraft, and articles dropped therefrom and similar such risks.
- (7) The Contractor must make good any loss or damage to the Residence caused by the negligence or default of the Contractor or any of its agents, employees or subcontractors.

10.5 Purchase of new equipment

In the event that any of the Shire's equipment within the Centre is not in good working order, the Shire must purchase replacement equipment within a reasonable time of being notified by the Contractor that the equipment is not in good working order, provided that the equipment is on the list of the Shire's Fixtures and Fittings annexed hereto as **Annexure 2**.

11. Subcontracting and assignment

11.1 Prior written consent required for Subcontracting

- (1) The Contractor must not subcontract the whole or any portion of its rights and obligations under this Contract, except with the prior written consent of the Shire which consent may be given subject to such conditions as the Shire considers appropriate.
- (2) With any application for the consent of the Shire to any subcontracting, the Contractor must provide any information required by the Shire, including, but not limited to, evidence that a proposed subcontractor will be capable of performing any obligations of the Contractor under this Contract.
- (3) Unless otherwise agreed in writing by the Shire, no subcontracting of any rights or obligations of the Contractor under this Contract will relieve the Contractor from any liability under this Contract or at law in respect of the performance or purported performance of this Contract and the Contractor will be responsible for the acts and omissions of any subcontractor, as if they were the

acts or omissions of the Contractor.

11.2 Prior written consent required for assignment

The Contractor must not assign the whole or any portion of this Contract, except with the prior written consent of the Shire which may be given subject to such conditions as the Shire considers appropriate.

12. Damage or destruction

If at any time during the Term, the Centre or any part of the Centre is totally or partially destroyed so as to require major rebuilding, or the Centre is declared unfit or unsafe by a competent authority, then either party may within two (2) months of the destruction or damage or declaration, terminate the Term with immediate effect by giving written notice to the other party.

13. Obligations upon Termination of Services

- (1) Prior to the end of the Term or earlier termination of the Services for the Centre, the Contractor must restore the Centre and all fixtures, fittings and plant belonging to the Shire to a condition consistent with the observance and performance by the Contractor of its covenants under this Contract.
- (2) If another contractor, including the Shire itself, is appointed to manage the Centre at the end of this Contract, the Contractor must:
 - (a) do everything reasonably necessary and within its power to assist with the transfer of the delivery of the Services;
 - (b) without delay hand over all plant, equipment and records including financial, staff and records in respect of the Centre, to the Contractor's successor without cost; and
 - (c) surrender to the Shire all keys and security access devices and combinations for locks providing an access to or within the Centre held by the Contractor in respect of the Centre.
- (3) Any action on the part of the Contractor before the end of this Contract which has the effect of delaying, obstructing, damaging, misleading or harassing the operation of any such successor shall constitute a breach of this Contract.

14. Option to renew

14.1 Exercise of Option

If the Contractor at least one month, but not earlier than 6 months, prior to the date for commencement of the Further Term gives the Shire a Notice to grant the Further Term as specified in Item 2 of the Schedule and -

- (a) all consents and approvals required by the terms of this Contract or at law have been obtained;
- (b) there is no subsisting default by the Contractor at the date of service of the Notice in -
 - (i) the payment of Amounts Payable; or
 - (ii) the performance or observance of any of the Contractor's obligations under this Contract; and

- (c) the Shire agrees to the grant,

the Shire may, in its sole discretion, appoint the Contractor to manage the Centre for the Further Term on the same terms and conditions other than this **clause 13** in respect of any Further Term previously taken or the subject of the present exercise and on such other terms and conditions as the Shire may consider appropriate.

15. Default & Termination

15.1 Default Notice

- (1) If the Contractor breaches any of its obligations under this Contract for any reason or refuses or neglects to carry out or give effect to any order, instruction, direction or determination which the Shire is empowered to give or make under this Contract and which is given or made in writing to The Contractor the Shire may, without limiting any other power of the Shire under this Contract or otherwise, give notice to The Contractor requiring it to remedy the default within 28 days after service of the notice.
- (2) If the Contractor fails to remedy the default in accordance with the notice issued by the Shire pursuant to **clause 15.1(1)** the Shire, without prejudice to any other rights that it may have under this Contract or at common law against The Contractor, may in its sole discretion:
- (a) arrange for the default to be remedied and any costs or charges incurred by the Shire in remedying the default as determined by the Shire, must be paid on demand by The Contractor to the Shire; and/or
 - (b) terminate this Contract, in which case the provisions of **clause 15.2** will be applicable.

15.2 Termination of Contract by the Shire

- (1) If this Contract is terminated by the Shire under **clause 15.1** or otherwise repudiated by the Contractor the Shire may:
- (a) itself or by engaging or employing any other person complete the performance of the Services, or such part of the performance of the Services as the Shire considers it desirable to complete which, so far as is practicable, must be carried out in accordance with this Contract, provided that the Shire is not required to use the least expensive means of completing the performance of the Services; and
 - (b) take possession of and permit other persons to use such of the Contractor's equipment and information as it considers necessary for the completion of the performance of the Services, or such part of the performance of the Services as the Shire considers it desirable to complete.
- (2) If this Contract is terminated by the Shire under this clause or otherwise repudiated by the Contractor, the Contractor must pay to the Shire the amount of the loss and expenses incurred by the Shire due to, or in connection with (including, without limitation, indirect losses, consequential losses and all legal costs on a full indemnity basis), the termination or repudiation.

15.3 Shire's Determination

- (1) The amounts payable by the Contractor to the Shire under **clause 15.2(2)** will be determined by the Shire's Chief Executive Officer, acting reasonably.
- (2) The Shire's Chief Executive Officer will give notice of his or her determination under this clause to The Contractor. Subject to this clause, any amounts payable must be paid within 14 days of the receipt of notice of the Shire's Chief Executive Officer's determination.

15.4 Insolvency

The Shire may terminate this Contract immediately and **clauses 15.2 and 15.3** will operate, to the extent that they are applicable, as if the termination had been made by the Shire under **clause 15.1**, if The Contractor, takes or institutes, or has taken or instituted against it, any action or proceeding having as its object the administration, receivership, liquidation, winding up, appointment of a controller, cessation of trading or deregistration of the corporation.

16. Right to terminate upon notice

- (1) Notwithstanding any other provision of this Contract, the parties agree that the Shire may immediately terminate this Contract in the event that the CRC Grant is discontinued or cancelled for any reason.
- (2) If this Contract is terminated in accordance with this clause, **clause 13** will apply.

17. Disputes

17.1 Referral of Dispute: Phase 1

Except as otherwise provided any dispute arising out of this Contract is to be referred in the first instance in writing to the Shire's representative as nominated in writing by the Shire from time to time (**Shire's Representative**) who shall convene a meeting within 10 days of receipt of such notice or such other period of time as is agreed to by the Shire's Representative and The Contractor's Representative for the purpose of resolving the dispute (**Original Meeting**).

17.2 Referral of Dispute: Phase 2

In the event the dispute is not resolved in accordance with **clause 17.1** then the dispute shall be referred in writing to the Shire's Chief Executive Officer who shall convene a meeting within 10 days of the Original Meeting or such other date as is agreed to by the parties between the Shire's Chief Executive Officer and a director of The Contractor for the purpose of resolving the dispute.

17.3 Appointment of Arbitrator: Phase 3

In the event the dispute is not resolved in accordance with **clause 17.2** then the dispute shall be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act 1985* (as amended from time to time) and The Contractor and the Shire may each be represented by a legal practitioner.

17.4 Payment of Amounts Payable to Date of Award

The Contractor must pay the Amounts Payable without deduction to the date of the award of the arbitrator or the date of an agreement between the parties whichever event is the earlier, and if any money paid by The Contractor is not required to be paid within the terms of the award of the arbitrator or by agreement between the parties then such monies must be refunded.

18. GST

18.1 Definitions

In this clause:

- (a) **GST, Input Tax Credit, and Taxable Supply** have the meaning they bear in *A New Tax System (Goods and Services Tax) Act 1999* (**GST Act**); and

- (b) **GST Rate** means a percentage equal to the rate of GST imposed on a Taxable Supply by the GST Act.

18.2 Liability

- (1) The parties acknowledge that GST is payable in respect of each Taxable Supply made under this Contract.
- (2) All amounts payable under any provision of this Contract are expressed in amounts that include the GST payable, unless specifically stated otherwise.
- (3) In respect of each Taxable Supply made under this Contract the provider of the Taxable Supply must pay any GST required to be paid for that Taxable Supply.

19. Relationship

- (1) This Contract constitutes a relationship of principal (on the part of the Shire) and independent contractor (on the part of The Contractor) and no agency, employment, partnership or joint venture is hereby constituted.
- (2) The Contractor must not hold itself or its employees or agents out to be employees or agents of the Shire.
- (3) The Contractor is responsible for its own staff and carries out the Services at its own risk.

20. Notice

- (1) Any communication under or in connection with this Deed:
 - (a) must be in writing;
 - (b) must be addressed in the manner specified in Item 6 of the Schedule;
 - (c) must be signed by the party making the communication or on its behalf by the solicitor for, or by any attorney, director, secretary, chief executive officer or authorised agent or officer of, the party;
 - (d) must be delivered or posted by prepaid post to the address, or sent by fax to the number, of the addressee, in accordance with paragraph (b) of this clause; and
 - (e) will be deemed to be given or made:
 - (i) if by personal delivery, when delivered;
 - (ii) if by leaving the Notice at an address specified in paragraph (b) of this clause, when left at that address unless the time of leaving the Notice is not on a Business Day or after 5 pm on a Business Day, in which case it will be deemed to be given or made on the next following Business Day;
 - (iii) if by post, on the second Business Day following the date of posting of the Notice to an address specified in paragraph (b) of this clause; and
 - (iv) if by facsimile, when despatched by facsimile to a number specified in paragraph (b) of this clause unless the time of dispatch is not on a Business Day or after 5 pm on a Business Day, in which case it will be deemed to be given or made on the next following Business Day.

- (2) A notice sent by facsimile transmission shall be deemed to have been received by the addressee on the date of its transmission.

21. Variation

A variation to this Contract must be in writing and signed by the parties.

22. Further Assurances

Each party must execute and deliver all such documents, instruments and writings and must do and must procure to be done all such acts and things as may be necessary or desirable to implement and give full effect to the provisions and purpose of this Contract.

23. Severance

If any part of this Contract is, or becomes, void or unenforceable that part is or will be, severed from this Contract to the intent that all parts that are not, or do not become, void or unenforceable remain in full force and effect and are unaffected by that severance.

24. Waiver

The parties mutually covenant and agree that:

- (a) no right under this Contract is waived or deemed to be waived except by notice in writing signed by the party waiving the right;
- (b) a waiver by one party under paragraph (a) of this clause does not prejudice its rights in respect of any subsequent breach of this Contract by the other party; and
- (c) a party does not waive its rights under this Contract because it grants an extension or forbearance to the other party.

25. Applicable Law

This document shall be governed by and construed and interpreted according to the law in force in the State of Western Australia from time to time and the parties hereby submit to the exclusive jurisdiction of the courts of that State including the appellate courts thereof.

26. Costs

The Shire shall meet the costs of:

- (a) all duty, fines and penalties payable under the *Duties Act 2008* and other statutory duties or taxes payable on or in connection with this Contract; and
- (b) the Shire's legal costs of and incidental to the instructions for the preparation, execution and stamping of this Contract.

Schedule

Item 1 Term

5 years commencing on _____ and expiring on _____.

Item 2 Further Terms

x years commencing on _____ and expiring on _____.

Item 3 Commencement Date

_____.

Item 4 Management Fee

_____ (\$_____) inclusive of GST per month payable monthly in advance, with the first payment due on the Commencement Date.

Item 5 Minimum Hours

Trading Hours	Community Resource Centre	Postal Services	Visitor Centre
Monday to Friday			
Saturday			
Sunday			

Item 6 Notices

Contractor:

Address: _____, Western Australia, 6065

Fax No: (08) _____

Attention: _____

Shire:

Address: PO Box _____, Western Australia

Fax No: (08) _____

Attention: Chief Executive Officer

Signing page

EXECUTED by the parties as a Deed

2015

Annexure 1 – Key Performance Indicators

- (1) Delivery of all activities in accordance with the requirements set out in the Activity Plan attached as Annexure 4.

Annexure 2 – Shire’s Fixtures and Fittings

Assets/Inventory _____ 2015		Page 1
Owner: SHIRE COUNCIL		
Organisation:		
Address:		
Asset description Include manufacturer and model	Asset serial number if known	Location

Annexure 3 – Maintenance Schedule

Visitor Centre and Community Resource Centre	
Task	Frequency
Centre Cleaning	Twice weekly
Toilets	Daily
Window Cleaning	Monthly
Display Shelving	Twice weekly
Fire Extinguisher check	Shire
Cyclone Preparation	Biannually
External lighting	Shire
Major structural upgrade, outside of basic refurbishment	As advised by Council

Annexure 4 – Activity Plan

ANNEXURE 2

Lease for Menzies Caravan Park

Lease of Menzies Caravan Park, Reserve 32312

Shire of Menzies

[Insert Individual/Company/Association Details]



McLEODS

Barristers & Solicitors

Stirling Law Chambers | 220-222 Stirling Highway | CLAREMONT WA 6010

Tel: (08) 9383 3133 | Fax: (08) 9383 4935

Email: mcleods@mcleods.com.au

Ref: JL:38079:MENZIES

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Details

Parties

Shire of Menzies

of PO Box 4, Menzies, Western Australia, 6436
(Lessor)

[Insert Individual/Company/Association Details (ACN)]

, Western Australia
(Lessee)

Background

- A The Lessor has the care, control and management of the Land pursuant to the Management Order.
- B Under the Management Order, the Lessor has the power to lease the Land for any term not exceeding 21 years, subject to the approval of the Minister for Lands being first obtained.
- C The Lessee has requested that the Lessor grant it a lease of the Land comprising the Menzies Caravan Park, more particularly described in Item 1 of the Schedule (Premises), and the Lessor has agreed subject to the parties entering into this lease agreement.

Agreed terms

1. Defined terms and interpretation

1.1 Defined terms

In this Lease, unless otherwise required by the context or subject matter:

Alterations means any of the acts referred to in clauses 11.1(1)(b) and 11.1(1)(c);

Amounts Payable means the Rent and any other money payable by the Lessee under this Lease;

Authorised Person means:

- (a) an agent, employee, licensee or invitee of the Lessor; and
- (b) any person visiting the Premises with the express or implied consent of any person mentioned in paragraph (a);

Basic Consideration means all consideration (whether in money or otherwise) to be paid or provided by the Lessee for any supply or use of the Premises and any goods, services or other things provided by the Lessor under this Lease (other than tax payable pursuant to this clause);

CEO means the Chief Executive Officer for the time being of the Lessor or any person appointed by the Chief Executive Officer to perform any of her or his functions under this Lease;

Commencement Date means the date of commencement of the Term specified in Item 4 of the Schedule;

CPI means the Consumer Price Index (All Groups) Perth number published from time to time by the Australian Bureau of Statistics;

Encumbrance means a mortgage, charge, lien, pledge, easement, restrictive covenant, writ, warrant or caveat and the claim stated in the caveat or anything described as an encumbrance on the Certificate of Title for the Land;

Further Term means the further term specified in Item 3 of the Schedule;

Good Repair means good and substantial tenantable repair and in clean, good working order and condition;

GST has the meaning that it bears in the GST Act;

GST Act means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and any legislation substituted for, replacing or amending that Act;

GST Adjustment Rate means the amount of any increase in the rate of tax imposed by the GST Law;

GST Law has the meaning that it bears in section 195-1 of the GST Act;

GST Rate means 10%, or such other figure equal to the rate of tax imposed by the GST Law;

Interest Rate means the rate at the time the payment falls due being 2% greater than the Lessor's general overdraft rate on borrowings from its bankers on amounts not exceeding \$100,000.00;

Land means the land described at Item 1 of the Schedule;

Lease means this deed as supplemented, amended or varied from time to time;

Lessee's Agents includes:

- (a) the sublessees, employees, agents, contractors, invitees and licensees of the Lessee; and
- (b) any person on the Premises by the authority of a person specified in paragraph (a).

Lessee's Covenants means the covenants, agreements and obligations set out or implied in this Lease or imposed by law to be performed and observed by the Lessee;

Lessor's Covenants means the covenants, agreements and obligations set out or implied in this Lease, or imposed by law to be performed and observed by the Lessor;

Minister for Lands means the Minister for Lands in her or his capacity as the body corporate continued under section 7 of the *Land Administration Act 1997*;

Management Order means the Management Order made under section 46 of the *Land Administration Act 1997* under which the Land was vested in the Lessor;

Management Plan means the camping ground management plan adopted by the Lessor and the Lessee in accordance with requirements of clause 16 and attached to this Lease as **Annexure 3**;

Notice means each notice, demand, consent or authority given or made to any person under this Lease;

Party means the Lessor or the Lessee according to the context;

Permitted Purpose means the purpose set out in **Item 6** of the Schedule;

Premises means the premises described in **Item 1** of the Schedule;

Rent means the rent specified in **Item 5** of the Schedule as varied from time to time under this Lease;

Rent Period means each period from the Commencement Date or a Rent Review Date to the next Rent Review Date or Termination;

Rent Review Date means a date identified in **Item 8** of the Schedule;

Schedule means the Schedule to this Lease;

Shire's Fixtures and Fittings means all fixtures, fittings and equipment installed in or provided to the Centre by the Shire at the Commencement Date or at any time during the Term. An initial list of the Shire's Fixtures and Fittings installed at the Commencement Date and their estimated value is annexed hereto as **Annexure 2**;

Term means the term of years specified in **Item 2** of the Schedule and any Further Term; and

Termination means expiry by effluxion of time or sooner determination of the Term or any period of holding over.

1.2 Interpretation

In this Lease, unless expressed to the contrary:

- (a) words importing:
 - (i) the singular includes the plural and vice versa; and
 - (ii) a gender or genders include each other gender;
- (b) if a word or phrase is assigned a particular meaning, other grammatical forms of that word or phrase have a corresponding meaning;
- (c) a reference to:
 - (i) a natural person includes a body corporate or local government;
 - (ii) a body corporate or local government includes a natural person;
 - (iii) a professional body includes a successor to or substitute for that body;
 - (iv) a Party includes its legal personal representatives, successors and assigns and if a Party comprises two or more persons, the legal personal representatives, successors and assigns of each of those persons;
 - (v) a statute, includes an ordinance, code, regulation, award, town planning scheme, regulation, local law, by-law, requisition, order or other statutory instruments made under any of them and a reference to any of them, whether or not by name, includes any amendments to, re-enactments of or replacements of any of them from time to time in force;
 - (vi) a right includes a benefit, remedy, discretion, authority or power;

- (vii) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
 - (viii) this Lease or provisions of this Lease or any other deed, agreement, instrument or contract includes a reference to:
 - (A) both express and implied provisions; and
 - (B) that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;
 - (ix) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
 - (x) any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them; and
 - (xi) a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure is a reference to, respectively, a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure of this Lease;
- (d) the covenants and obligations on the part of the Lessee not to do or omit to do any act or thing include:
- (i) covenants not to permit that act or thing to be done or omitted to be done by the Lessee's Agents; and
 - (ii) a covenant to take all reasonable steps to ensure that that act or thing is not done or omitted to be done;
- (e) the meaning of general words or phrases is not limited by specific examples introduced by 'including', 'for example' or similar expressions; and
- (f) if a Party comprises two or more persons, the covenants and agreements on their part bind them and must be observed and performed by them jointly and each of them severally, and may be enforced against any one or more of them.

1.3 Headings

Except in the Schedule, headings do not affect the interpretation of this Lease.

2. Minister for Lands' consent

This Lease is subject to and conditional on the prior approval of the Minister for Lands under the *Land Administration Act 1997*.

3. Grant of Lease

Subject to clause 2, the Lessor leases to the Lessee the Premises for the Term subject to:

- (a) all Encumbrances;
- (b) the payment of the Amounts Payable; and
- (c) the performance and observance of the Lessee's Covenants.

4. Quiet enjoyment

Except as provided in the Lease, subject to the performance and observance of the Lessee's Covenants the Lessee may quietly hold and enjoy the Premises during the Term without any interruption or disturbance from the Lessor or persons lawfully claiming through or under the Lessor.

5. Rent and other payments

The Lessee covenants with the Lessor:

5.1 Rent

To pay to the Lessor the Rent in the manner set out at Item 5 of the Schedule on and from the Commencement Date clear of any deductions.

5.2 Interest

Without affecting the rights, power and remedies of the Lessor under this Lease, to pay to the Lessor interest on demand on any Amounts Payable which are unpaid for 7 days computed from the due date for payment until payment is made and any interest payable under this paragraph will be charged at the Interest Rate.

5.3 Costs

(1) To pay to the Lessor on demand:

- (a) all duty, fines and penalties payable under the *Duties Act 2008* and other statutory duties or taxes payable on or in connection with this Lease;
- (b) all registration fees in connection with this Lease; and
- (c) all legal costs of and incidental to the instructions for the preparation, execution and stamping of this Lease and all copies.

(2) To pay to the Lessor all costs, legal fees, disbursements and payments incurred by or for which the Lessor is liable in connection with or incidental to:

- (a) the Amounts Payable or obtaining or attempting to obtain payment of the Amounts Payable under this Lease;
- (b) any breach of covenant by the Lessee or the Lessee's Agents;
- (c) the preparation and service of a notice under section 81 of the *Property Law Act 1969* requiring the Lessee to remedy a breach even though forfeiture for the breach may be avoided in a manner other than by relief granted by a Court;
- (d) any work done at the Lessee's request; and
- (e) any action or proceedings arising out of or incidental to any matters referred to in this clause 5.3 or any matter arising out of this Lease.

5.4 Payment of Money

Amounts Payable to the Lessor under this Lease must be paid to the Lessor at the address of the Lessor referred to in this Lease or as otherwise directed by the Lessor by Notice from time to time.

6. Rent Review

- (1) The Rent will be reviewed on and from each Rent Review Date to determine the Rent to be paid by the Lessee until the next Rent Review Date.
- (2) The review will be either based on CPI or on market review. The basis for each review is as identified for each Rent Review Date in Item 8 of the Schedule.
- (3) A Rent review based on CPI will increase the amount of Rent payable during the immediately preceding period by the percentage of any increase in CPI having regard to the quarterly CPI published immediately prior to the later of the Commencement Date or the last Rent Review Date as the case may be and the quarterly CPI published immediately prior to the relevant Rent Review Date. If there is a decrease in CPI having regard to the relevant CPI publications the Rent payable from the relevant Rent Review Date will be the same as the Rent payable during the immediately preceding period. Should the CPI be discontinued or suspended at any time or its method of computation substantially altered, the parties shall endeavour to agree upon the substitution of the CPI with an equivalent index, or failing agreement by the parties, the substitution shall be made by a Valuer appointed in accordance with paragraph (4) below.
- (4) A Rent review based on market review will establish the current rent for the Premises (which will not be less than the Rent payable in the period immediately preceding the Rent Review Date) by agreement between the parties and failing agreement; will be determined in accordance with the following provisions.
 - (a) The Lessor shall notify the Lessee of the amount that it reasonably considers is the current market rent for the Premises.
 - (b) If the Lessee does not dispute the amount notified, that amount becomes the Rent.
 - (c) If the Lessee disputes the current market rent as notified by the Lessor, it must notify the Lessor of that dispute (**Dispute Notice**) within 14 days after receiving the Lessee's notification. The Lessee must comply with this time limit to dispute the notified amount.
 - (d) If the Lessee gives a Dispute Notice, the current market then the current market rent for the Premises will be determined at the expense of the Lessee by a valuer (**Valuer**) licensed under the *Land Valuers Licensing Act 1978*, to be appointed, at the request of either Party, by the President for the time being of the Australian Property Institute (Western Australian Division) (or if such body no longer exists, such other body which is then substantially performing the functions performed at the Commencement Date by that Institute).
 - (e) The Valuer will act as an expert and not as an arbitrator and his or her decision will be final and binding on the Parties. The Parties will be entitled to make submissions to the Valuer.
 - (f) In this clause, "current market rent" means the rent obtainable for the Premises in a free and open market if the Premises were unoccupied and offered for rental for the use for which the Premises are permitted pursuant to this Lease and on the same terms and conditions contained in this Lease, BUT will not include:
 - (i) any improvements made or effected to the Premises by the Lessee; and
 - (ii) any rent free periods, discounts or other rental concessions.
- (5) Notwithstanding the provisions in this clause the Rent payable from any Rent Review will not be less than the Rent Fee payable in the period immediately preceding such Licence Fee Review Date.

- (6) The Lessor may institute a rent review notwithstanding the Rent Review Date has passed and the Lessor did not institute a licence fee review on or prior to that Rent Review Date, and in which case the Rent agreed or determined shall date back to and be payable from the Rent Review Date for which such review is made.

7. Insurance

7.1 Public Liability Insurance

The Lessee must effect and maintain with insurers approved by the Lessor noting the Lessor and the Lessee for their respective rights and interests in the Premises for the time being adequate public liability insurance for a sum not less than the sum set out at **Item 7** of the Schedule in respect of any one claim or such greater amount as the Lessor may from time to time reasonably require.

7.2 Workers Compensation and Accident Insurance

The Lessee must effect and maintain a policy of employers' indemnity insurance including workers' compensation insurance in respect of all employees of the Lessee employed in, about or from the Premises.

7.3 Details and receipts

In respect of the insurances required by clauses 7.1 and 7.2 the Lessee must:

- (a) on demand supply to the Lessor details of the insurances and give to the Lessor copies of the certificates of currency in relation to those insurances;
- (b) promptly pay all premiums and produce to the Lessor each policy or certificate of currency and each receipt for premiums or certificate of currency issued by the insurers; and
- (c) notify the Lessor immediately:
 - (i) when an event occurs which gives rise or might give rise to a claim under or which could prejudice a policy of insurance; or
 - (ii) when a policy of insurance is cancelled.

7.4 Not to invalidate

The Lessee must not do or omit to do any act or thing or bring or keep anything on the Premises which might:

- (a) make any insurance effected under this clause on the Premises, or any adjoining premises, void or voidable; or
- (b) cause the rate of a premium to be increased for the Premises or any adjoining premises (except insofar as an approved development may lead to an increased premium).

7.5 Report

Each Party must report to the other promptly in writing, and in addition verbally in an emergency:

- (a) any damage to the Premises of which they are aware; and
- (b) any circumstances of which they are aware and which are likely to be a danger or cause any damage or danger to the Premises or to any person in or on the Premises.

7.6 Lessor as attorney

The Lessee irrevocably appoints the Lessor as the Lessee's attorney during the Term:

- (a) in respect to all matters and questions which may arise in relation to any insurances required by **clause 7.1**;
- (b) with full power to demand, sue for and recover and receive from any insurance company or society or person liable to pay the insurance money as are payable for the risks covered by the insurances required by **clause 7.1**;
- (c) to give good and effectual receipts and discharges for the insurance; and
- (d) to settle, adjust, arbitrate and compromise all claims and demands and generally to exercise all powers of absolute owner.

8. Indemnity

8.1 Responsibility of Lessee

The Lessee is responsible and liable for all acts or omissions of the Lessee's Agents on the Premises and for any breach by them of any covenants or terms in this Lease required to be performed or complied with by the Lessee.

8.2 Indemnity

- (1) The Lessee indemnifies, and shall keep indemnified, the Lessor and the Minister for Lands from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be incurred or suffered by the Lessor and /or the Minister for Lands, or brought, maintained or made against the Lessor, in respect of:

- (a) any loss whatsoever (including loss of use);
- (b) injury or damage of, or to, any kind of property or thing; and
- (c) the death of, or injury suffered by, any person,

caused by, contributed to, or arising out of, or in connection with, whether directly or indirectly:

- (d) the use or occupation of the Premises by the Lessee or the Lessee's Agents;
- (e) any work carried out by or on behalf of the Lessee on the Premises;
- (f) the Lessee's activities, operations or business on, or other use of any kind of, the Premises;
- (g) any default by the Lessee in the due and punctual performance, observance and compliance with any of the Lessee's covenants or obligations under this Lease; or
- (h) an act or omission of the Lessee.

8.3 Obligations Continuing

The obligations of the Lessee under this clause:

- (a) are unaffected by the obligation of the Lessee to take out insurance, and the obligations of the Lessee to indemnify are paramount, however if insurance money is received by the

Lessor for any of the obligations set out in this clause then the Lessee's obligations under **clause 8.2** will be reduced by the extent of such payment; and

- (b) continue after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

8.4 No indemnity for Lessor's negligence

The parties agree that nothing in this clause shall require the Lessee to indemnify the Lessor, its officers, servants, or agents against any loss, damage, expense, action or claim arising out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

8.5 Release

(1) The Lessee:

- (a) agrees to occupy and use the Premises at the risk of the Lessee; and
- (b) releases to the full extent permitted by law, the Lessor from:

- (i) any liability which may arise in respect of any accident or damage to property, the death of any person, injury to any person, or illness suffered by any person, occurring on the Premises or arising from the Lessee's use or occupation of the Premises by; and
- (ii) loss of or damage to the Premises or personal property of the Lessee;

except to the extent that such loss or damage arises out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

- (2) The release by the Lessee continues after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

9. Limit of Lessor's liability

9.1 No liability for loss on Premises

The Lessor will not be liable for loss, damage or injury to any person or property in or about the Premises however occurring, except to the extent that such loss or damage arises out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

9.2 Limit on liability for breach of Lessor's covenants

The Lessor will not be liable for any failure to perform and observe any of the Lessor's Covenants due to any cause beyond the Lessor's control.

10. Maintenance, repair and cleaning

10.1 Maintenance

- (1) Subject to **clause 10.4**, the Lessee will maintain at its own expense the Premises including but not limited to any structural parts, plate glass, electrical installations, gas and water pipes and fittings, toilets, sanitary appliances, drains, septic tanks, leach drains, paths, paving, park or garden furniture, retaining walls, fences and reticulation in Good Repair.

- (2) In discharging the obligations imposed on the Lessee under this subclause, the Lessee shall where:
- (a) undertaking any maintenance or repair of a structural nature; or
 - (b) maintaining, replacing, repairing or cleaning:
 - (i) any electrical fittings and fixtures;
 - (ii) any plumbing;
 - (iii) any air-conditioning (which includes without limitation refrigeration, heating and mechanical ventilation);
 - (iv) any gas fittings and fixtures,

in or on the Premises, use only licensed trades persons; or such trades persons as may be approved by the Lessor and notified to the Lessee, which approval shall not be unreasonably withheld. The parties acknowledge and agree that this obligation will not apply to minor maintenance, replacement or cleaning requirements where specialist skills are not required, such as the replacement of light bulbs.

10.2 Repair

Subject to **clause 10.4**, the Lessee must promptly repair at its own expense to the satisfaction of the Lessor any damage to the Premises including damage of a structural nature, regardless of how it is caused.

10.3 No obligation on Lessor to repair or maintain

- (1) Subject to **clause 10.4**, the Lessee is wholly and solely responsible for the maintenance and repair of all buildings and improvements comprising the Premises, regardless of the cause of the need to repair or maintain, and regardless of the type of repair or maintenance required. The Lessor has no obligation whatsoever to repair or maintain any buildings or improvements comprising the Premises.
- (2) Any further development proposed on the Premises during the Term shall be the responsibility of and carried out by (and at the cost of) the Lessee, subject to the Lessee having obtained the prior consent of the Lessor, and all necessary statutory approvals.

10.4 Structural repair of ablution block

Notwithstanding any other provision of this Lease, the Lessor agrees to be responsible for the structural maintenance and repair of the ablution block constructed on the Premises at its cost.

10.5 Maintain surroundings

The Lessee must regularly inspect and maintain in good condition any part of the Premises which surrounds any buildings including but not limited to any flora, gardens lawns, shrubs, hedges and trees.

10.6 Pest control

The Lessee must keep the Premises free of any vermin or any other recognised pests and the cost of extermination will be borne by the Lessee.

10.7 Comply with all reasonable conditions

The Lessee must comply with all reasonable conditions that may be imposed by the Lessor from time to time in relation to the Lessee's maintenance of the Premises.

10.8 Acknowledgement of state of repair of Premises

- (1) Following the final inspection to be undertaken prior to the Commencement Date, the Lessee accepts the Premises and the Land in its present condition relying upon its own enquiries and investigations.
- (2) The Lessor does not expressly or impliedly warrant that the Premises are now or will remain suitable or adequate for all or any of the purposes of the Lessee or for the business which the Lessee is authorised to conduct thereon and to the extent permitted by law, all warranties (if any) as to suitability and adequacy of the Premises implied by law are hereby expressly negated.

11. Alterations

11.1 Restriction

- (1) The Lessee must not without prior written consent:
 - (a)
 - (i) from the Lessor;
 - (ii) from any other person from whom consent is required under this Lease;
 - (iii) required under statute in force from time to time, including but not limited to the planning approval of the Lessee under a town planning scheme of the Lessee;
 - (b) make or allow to be made any alteration, addition or improvements to or demolish any part of the Premises; or
 - (c) remove alter or add to any fixtures, fittings or facilities in or on the Premises;

11.2 Consent

- (1) If the Lessor and any other person whose consent is required under this Lease or at law consents to any matter referred to in **clause 11.1** the Lessor may:
 - (a) consent subject to conditions; and
 - (i) require that work be carried out in accordance with plans and specifications approved by the Lessor or any other person giving consent; and
 - (ii) require that any alteration be carried out to the satisfaction of the Lessor under the supervision of an engineer or other consultant; and
 - (b) if the Lessor consents to any matter referred to in **clause 11.1**:
 - (i) the Lessor gives no warranty that the Lessor will issue any consents, approvals, authorities, permits or policies under any statute for such matters; and
 - (ii) the Lessee must apply for and obtain all such consent approvals, authorities, permits or policies as are required at law before undertaking any alterations, additions, improvements or demolitions.

11.3 Cost of Works

All works undertaken under this clause will be carried out at the Lessee's expense.

11.4 Conditions

If any of the consents given by the Lessor or other persons whose consent is required under this Lease or at law require other works to be done by the Lessee as a condition of giving consent, then the Lessee must at the option of the Lessor either:

- (a) carry out those other works at the Lessee's expense; or
 - (b) permit the Lessor to carry out those other works at the Lessee's expense,
- in accordance with the Lessor's requirements.

12. Use

12.1 Restrictions on use

The Lessee must not and must not suffer or permit a person to:

- (a) (i) use the Premises or any part of it for any purpose other than for Permitted Purpose;
or
- (ii) use the Premises for any purpose which is not permitted under any town planning scheme or any law relating to health;
- (b) do or carry out on the Premises any harmful, offensive or illegal act, matter or thing;
- (c) do or carry out on the Premises any thing which causes a nuisance, damage or disturbance to the Lessor or to owners or occupiers of adjoining properties;
- (d) store any dangerous compound or substance on or in the Premises;
- (e) do any act or thing which might result in excessive stress or harm to any part of the Premises; or
- (f) display from or affix any signs, notices or advertisements on the Premises without the prior written consent of the Lessor, which consent shall not be unreasonably withheld or delayed.

12.2 Disorderly Behaviour

The Lessee agrees to use its best endeavours to prevent disorderly behaviour and indecent language in the Premises at all times during the day and night.

12.3 No Warranty

The Lessor gives no warranty:

- (a) as to the use to which the Premises may be put; or
- (b) that the Lessor will issue any consents, approvals, authorities, permits or licences required by the Lessee under any statute for its use of the Premises.

12.4 Premises Subject to Restriction

The Lessee accepts the Premises for the Term subject to any existing prohibition or restriction on the use of the Premises.

12.5 Indemnity for Costs

The Lessee indemnifies the Lessor against any claims or demands for all costs, on a solicitor client basis, incurred by the Lessor by reason of any claim in relation to any matters set out in this clause.

13. Lessor's right of entry

13.1 Entry on Reasonable Notice

The Lessee must permit entry by the Lessor or any Authorised Person onto the Premises without notice in the case of an emergency, and otherwise upon reasonable notice:

- (a)
 - (i) at all reasonable times;
 - (ii) with or without workmen and others; and
 - (iii) with or without plant, equipment, machinery and materials;
- (b) for each of the following purposes:
 - (i) to inspect the state of repair of the Premises and to ensure compliance with the terms of this Lease;
 - (ii) to carry out any survey or works which the Lessor considers necessary, however the Lessor will not be liable to the Lessee for any compensation for such survey or works provided they are carried out in a manner which causes as little inconvenience as is reasonably possible to the Lessee;
 - (iii) to comply with the Lessor's Covenants or to comply with any notice or order of any authority in respect of the Premises for which the Lessor is liable; and
 - (iv) to do all matters or things to rectify any breach by the Lessee of any term of this Lease but the Lessor is under no obligation to rectify any breach and any rectification under this clause is without prejudice to the Lessor's other rights, remedies or powers under this Lease.

13.2 Costs of Rectifying Breach

All costs and expenses incurred by the Lessor as a result of any breach referred to at clause 13.1(b)(iv) together with any interest payable on such sums will be a debt due to the Lessor and payable to the Lessor by the Lessee on demand.

14. Statutory obligations and notices

14.1 Comply with Statutes

The Lessee must:

- (a) comply promptly with all statutes and local laws from time to time in force relating to the Premises, including without limitation the *Local Government Act 1995*, *Caravan Parks and Camping Ground Act 1995* and *Health Act 1911* and related regulations;

- (b) apply for, obtain and maintain in force all consents, approvals, authorities, licences and permits required under any statute for the use of the Premises specified at clause 12; and
- (c) comply promptly with all orders, notices, requisitions or directions of any competent authority relating to the Premises or to the business the Lessee carries on at the Premises.

14.2 Indemnity if Lessee Fails to Comply

The Lessee indemnifies the Lessor against:

- (a) failing to perform, discharge or execute any of the items referred to in clause 14.1; and
- (b) any claims, demands, costs or other payments of or incidental to any of the items referred to in clause 14.1.

except to the extent that any claim, demand, costs or other payments is caused or contributed to by the negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

15. Special Covenants relating to Caravan Park and Camping Ground

15.1 Maintenance Obligations

- (1) The Lessee covenants and agrees, at all times in respect of the Premises, to maintain, repair and replace (where deemed necessary by the Lessor acting reasonably):
 - (a) all lawns and gardens adequately and properly watered, fertilised tended and cared for;
 - (b) all fences in good order and repair and in a safe and functional condition;
 - (c) all parking areas, pathways, steps and ramps safely and properly surfaced and illuminated and free and clear of hazards;
 - (d) all direction and information signs, speed limit and other notices in all necessary positions clearly marked and in good order;
 - (e) all pumps, pressure units and equipment used in connection with or ancillary to any sewerage apparatus or any bore or other water supply source in sound and functional order; and
 - (f) as frequently as necessary in the interests of health and hygiene but in any event no less frequently than required from time to time by the Lessor's Health Surveyor rubbish and litter collection from all parts of the Premises and the removal of all such rubbish and litter from the Premises to such authorised rubbish deposit site as the Lessor shall authorise.
- (2) The Lessee covenants and agrees to provide and maintain adequate and satisfactory receptacles for rubbish on the Premises.
- (3) The Lessee covenants and agrees to dispose of hot ashes and coals on the Premises as directed by the Lessor from time to time in accordance with those directions.

15.2 Reside in close Proximity to Premises

The Lessee covenants and agrees to reside on the Premises or in close proximity to the Premises throughout the Term and to personally supervise the management, conduct and use of the Premises and not without the prior written consent of the Lessor to appoint any other person to act

as manager thereof provided that the Lessor shall not arbitrarily withhold its consent to such an appointment in the case of a responsible and respectable person the proof of which to the satisfaction of the Lessee and provided further that if during any time that such appointee resides on the Premises or in close proximity to the Premises and continues to manage the same to the satisfaction of the Lessor (as to which the Lessor shall be the sole arbiter) then the Lessee shall not be obliged to reside thereon or in close proximity of the Premises.

15.3 Keep Caravan Park open to the Public

- (1) Subject to weather conditions, the Lessee covenants and agrees to keep the Premises open to members of the public for camping purposes on every day of the year and to operate a camping ground on the Premises in accordance with the best practices applicable thereto including maintaining adequate staff levels and standards, to provide to the customers thereof all services usually provided in camping ground of good repute and to use its best endeavours to extend and increase the business and custom thereof and to enhance the goodwill thereof.
- (2) The Lessee covenants and agrees to permit free and unimpeded pedestrian and vehicular access by the public at all times across and through the access way and the gates of the Premises and to permit parking by the public on the parking areas of the Premises.

15.4 Keep Records

- (1) The Lessee agrees to keep proper accounts for the Premises, and provide to the Lessor on an annual basis (and also upon written demand) full and accurate records of the number of attendees utilising the camping group.

16. Management Plan for Camping Ground

- (1) The Lessee acknowledges that the Lessor is in the process of preparing a management plan for the Premises (**Management Plan**).
- (2) Once the Management Plan has been adopted by the Council of the Lessor, the Lessor must provide a copy of the Management Plan to the Lessee for review and adoption.
- (3) The Lessee must review the Management Plan and notify the Lessor within 21 days of receipt of the Management Plan whether the Lessee agrees to adopt the Management Plan. If the Lessee fails to notify the Lessee within the time specified or refuses to adopt the Management Plan, then the parties covenant and agree that this Lease may be terminated by either party upon one month's written notice to the other party and the provisions of clauses 22 and 23 will then apply.
- (4) If the Lessee adopts the Management Plan, the Lessee from the date of such adoption must comply with and implement the terms of the Management Plan.
- (5) Subject to paragraph (6) below, following adoption of the Management Plan the Lessor may amend or vary the Management Plan, from time to time, for the purpose of the good management and order of the camping ground and surrounding land. The Lessor may not amend or vary the Management Plan in such a way, as to be inconsistent with the rights of the Lessee expressed or implied in this Lease.
- (6) The parties agree that any variation or amendment to the Management Plan is not effective and binding on the Lessee, until such time as the Lessee has been provided written notice of such variation or amendment.

17. Report to Lessor

The Lessee must immediately report to the Lessor:

- (a) any act of vandalism or any incident which occurs on or near the Premises which involves or is likely to involve a breach of the peace or become the subject of a report or complaint to the police and of which the Lessee is aware or should be aware;
- (b) any occurrence or circumstances in or near the Premises of which it becomes aware, which might reasonably be expected to cause, in or on the Premises, pollution of the environment; and
- (c) all notices, orders and summonses received by the Lessee and which affect the Premises and immediately deliver them to the Lessor.

18. Default and Termination

18.1 Events of Default

A default occurs if:

- (a) any Amounts Payable remain unpaid for 7 days after becoming due whether or not a demand or Notice has been given to the Lessee;
- (b) the Lessee is in breach of any of the Lessee's Covenants (other than the covenant to pay the Amounts Payable) for 14 days after a Notice has been given to the Lessee to rectify the breach or to pay compensation in money;
- (c) an order is made or a resolution effectively passed for the winding up of the Lessee unless the winding up is for the purpose of amalgamation or reconstruction;
- (d) a controller, as defined by the Corporations Act (Cth) 2001, is appointed in respect of the property of the Lessee under this Lease;
- (e) a mortgagee takes possession of the property of the Lessee under this Lease;
- (f) any execution or similar process is made against the Lessee's property on the Premises;
- (g) the Premises are vacated by the Lessee prior to Termination;
- (h) a person other than the Lessee or a permitted sub-lessee or assignee is in occupation or possession of the Premises or in receipt of rents or profits; or
- (i) any application is made or notice given or any other procedure started by which the registration of the Lessee is to be cancelled or dissolved under the Corporations Act (Cth) 2001.

18.2 Forfeiture

On the occurrence of any of the events of default specified in **clause 18.1** the Lessor may:

- (a) without notice or demand at any time enter the Premises and on re-entry the Term will immediately determine;
- (b) by notice to the Lessee determine this Lease and from the date of giving such notice this Lease will be absolutely determined; and
- (c) by notice to the Lessee elect to convert the unexpired portion of the Term into a tenancy from month to month when this Lease will be determined as from the giving of the notice and until the tenancy is determined the Lessee will hold the Premises from the Lessor as a tenant from month to month under **clause 20**,

but without affecting the right of action or other remedy which the Lessor has in respect of any other breach by the Lessee of the Lessee's Covenants or releasing the Lessee from liability in respect of the Lessee's Covenants.

18.3 Lessor may remedy breach

If the Lessee:

- (a) fails or neglects to pay the Amounts Payable by the Lessee under this Lease; or
- (b) does or fails to do anything which constitutes a breach of the Lessee's Covenants,

then, after the Lessor has given to the Lessee notice of the breach and the Lessee has failed to rectify the breach within a reasonable time, the Lessor may without affecting any right, remedy or power arising from that default pay the money due or do or cease the doing of the breach as if it were the Lessee and the Lessee must pay to the Lessor on demand the Lessor's cost and expenses of remedying each breach or default.

18.4 Acceptance of Amount Payable By Lessor

Demand for or acceptance of the Amounts Payable by the Lessor after an event of default has occurred will not affect the exercise by the Lessor of the rights and powers conferred on the Lessor by the terms of the Lease or at law and will not operate as an election by the Lessor to exercise or not to exercise any right or power.

18.5 Essential Terms

Each of the Lessee's Covenants in clauses 5 (Rent and Other Payments), 7 (Insurance), 8 (Indemnity), 10 (Maintenance, Repair and Cleaning), 12 (Use), 24 (Assignment, Subletting and Charging), 15 (Special Covenants Relating to Camping Ground), 16 (Management Plan for Camping Ground), 28 (Goods and Services Tax), is an essential term of this Lease but this clause 18.5 does not mean or imply that there are no other essential terms in this Lease.

18.6 Breach of Essential Terms

If the Lessee breaches an essential term of this Lease then, in addition to any other remedy or entitlement of the Lessor:

- (a) the Lessee must compensate the Lessor for the loss or damage suffered by reason of the breach of that essential term;
- (b) the Lessor will be entitled to recover damages against the Lessee in respect of the breach of an essential term; and
- (c) the Lessee covenants with the Lessor that if the Term is determined:
 - (i) for breach of an essential term or the acceptance by the Lessor of a repudiation of this Lease by the Lessee; or
 - (ii) following the failure by the Lessee to comply with any notice given to the Lessee to remedy any default,

the Lessee must pay to the Lessor on demand the total of the Amounts Payable under this Lease which would have been payable by the Lessee for the unexpired balance of the Term as if the Term had expired by effluxion of time together with the losses incurred or reasonably expected to be incurred by the Lessor as a result of the early determination including but not limited to the costs of re-letting or attempting to re-let the Premises;

- (d) the Lessee agrees that the covenant set out in this clause 18.6(c) will survive termination or any deemed surrender at law of the estate granted by this Lease;
- (e) the Lessee may deduct from the amounts referred to at clause 18.6(c) the Rent and other money which the Lessor reasonably expects to obtain by re-letting the Premises between the date of Termination and the date on which the Term would have expired by effluxion of time; and
- (f) the Lessor must take reasonable steps to mitigate its losses and endeavour to re-let the Premises at a reasonable rent and on reasonable terms but the Lessor is not required to offer or accept rent or terms which are the same or similar to the rent or terms contained or implied in this Lease.

18.7 Termination upon notice

- (1) Notwithstanding any other provision of this Lease, the parties agree that the Lessor may terminate this Lease in the event that the Grant for the operation of the Community Resource Centre is discontinued or cancelled for any reason, by providing the Lessee with 28 days written notice.
- (2) If this Contract is terminated in accordance with this clause, clauses 21, 22 and 23 will apply.

19. Option to renew

If the Lessee at least three months, but not earlier than six months, prior to the date for commencement of the Further Term gives the Lessor a Notice to grant the Further Term and:

- (a) all consents and approvals required by the terms of this Lease or at law have been obtained; and
- (b) there is no subsisting default by the Lessee at the date of service of the Notice in:
 - (i) the payment of Amounts Payable; or
 - (ii) the performance or observance of the Lessee's Covenants,

the Lessor shall grant to the Lessee a lease for the Further Term at the Rent and on terms and conditions similar to this Lease other than this clause 19 in respect of any Further Term previously taken or the subject of the present exercise and on such other terms and conditions as the Lessor may consider appropriate.

20. Holding over

If the Lessee remains in possession of the Premises after the expiry of the Term with the consent of the Lessor, the Lessee will be a monthly tenant of the Lessor at a rent equivalent to one twelfth of the Rent for the period immediately preceding expiry of the Term and otherwise on the same terms and conditions of this Lease provided that all consents required under this Lease or at law have been obtained to the Lessee being in possession of the Premises as a monthly tenant.

21. Restore premises

Prior to Termination, the Lessee at the Lessee's expense must restore the Premises to a condition consistent with the observance and performance by the Lessee of the Lessee's Covenants under this Lease fair wear and tear excepted.

22. Yield up the premises

22.1 Peacefully surrender

On Termination the Lessee must:

- (a) peacefully surrender and yield up to the Lessor the Premises in a condition consistent with the observance and performance of the Lessee's Covenants under this Lease;
- (b) surrender to the Lessor all keys and security access devices and combination for locks providing an access to or within the Premises held by the Lessee whether or not provided by the Lessor.

22.2 Clause 22.1 to survive termination

The Lessee's obligation under clause 22.1 will survive termination.

23. Removal of property from Premises

23.1 Remove property prior to termination

Prior to Termination, unless otherwise mutually agreed between the parties, the Lessee must remove from the Premises all property of the Lessee which is not a fixture other than air-conditioning plant and fire equipment, security alarms and security systems and other fixtures and fittings which in the opinion of the Lessor form an integral part of the Premises and promptly make good, to the satisfaction of the Lessor, any damage caused by the removal.

23.2 Lessor can remove property on re-entry

On re-entry the Lessor will have the right to remove from the Premises any property of the Lessee and the Lessee indemnifies the Lessor against all damage caused by the removal of and the cost of storing that property.

24. Assignment, sub-letting and charging

24.1 No assignment or sub-letting without consent

The Lessee must not assign the leasehold estate in the Premises nor sub-let, part with possession, or dispose of the Premises or any part of the Premises without the prior written consent of the Lessor and any other person whose consent is required under this Lease or at law

24.2 Lessor's Consent to Assignment and Subletting

Provided all parties whose consent is required, under this Lease or at law, to an assignment or sub-letting, give their consent and any assignment or sublease is for a purpose consistent with the use of the Premises permitted by this Lease then the Lessor may not unreasonably withhold its consent to the assignment or Sub-letting of the leasehold estate created by this Lease if:

- (a) the proposed assignee or sublessee is a respectable and responsible person of good financial standing;
- (b) all Amounts Payable due and payable have been paid and there is no existing unremedied breach, whether notified to the Lessee or not, of any of the Lessee's Covenants;
- (c) the Lessee procures the execution by -
 - (i) the proposed assignee of a deed of assignment; or

- (ii) the proposed sublessee of a deed of sublease,
to which the Lessor is a party and which deed is prepared and completed by the Lessor's solicitors; and
- (d) the assignment contains a covenant by the assignee or sublessee with the Lessor to pay all Amounts Payable and to perform and observe all the Lessee's Covenants.

24.3 Consents of Assignee Supplementary

The covenants and agreements on the part of any assignee will be supplementary to the Lessee's Covenants and will not release the assigning lessee from the Lessee's Covenants.

24.4 Property Law Act 1969

Sections 80 and 82 of the *Property Law Act 1969* are excluded.

24.5 Costs for assignment and sub-letting

If the Lessee wishes to assign or sub-let the leasehold estate created by this Lease the Lessee must pay all reasonable professional and other costs, charges and expenses, incurred by the Lessor or other person whose consent is required under this Lease, of and incidental to:

- (a) the enquiries made by or on behalf of the Lessor as to the respectability, responsibility and financial standing of each proposed assignee or sublessee;
- (b) any consents required under this Lease or at law; and
- (c) all other matters relating to the proposed assignment or sub-letting,

whether or not the assignment or sub-letting proceeds.

24.6 No mortgage or charge

The Lessee must not mortgage or charge the Premises.

25. Damage or Destruction of Premises

If the Premises or any part of the Premises are totally or partially destroyed so as to require major rebuilding either party may within 2 months of the destruction or the damage terminate the Term with immediate effect by giving Notice to the other party.

26. Notice

26.1 Form of delivery

A Notice to a Party must be in writing and may be given or made:

- (a) by delivery to the Party personally; or
- (b) by addressing it to the Party and leaving it at or posting it by registered post to the address of the Party appearing in this Lease or any other address nominated by a Party by Notice to the other.

26.2 Service of notice

A Notice to a Party is deemed to be given or made:

- (a) if by personal delivery, when delivered;
- (b) if by leaving the Notice at an address specified in **clause 26.1(b)**, at the time of leaving the Notice, provided the Notice is left during normal business hours; and
- (c) if by post to an address specified in **clause 26.1(b)**, on the second business day following the date of posting of the Notice.

26.3 Signing of notice

A Notice to a Party may be signed:

- (a) if given by an individual, by the person giving the Notice;
- (b) if given by a corporation, by a director, secretary or manager of that corporation;
- (c) if given by a local government, by the CEO;
- (d) if given by an association incorporated under the *Associations Incorporation Act 1987*, by any person authorised to do so by the board or committee of management of the association; or
- (e) by a solicitor or other agent of the individual, corporation, local government or association giving the Notice.

27. Disputes

27.1 Appointment of arbitrator

Except as otherwise provided any dispute arising out of this Lease is to be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act 1985* and the Lessor and the Lessee may each be represented by a legal practitioner.

27.2 Payment of amounts payable to date of award

The Lessee must pay the Amounts Payable without deduction to the date of the award of the Arbitrator or the date of an agreement between the Parties whichever event is the earlier, and if any money paid by the Lessee is not required to be paid within the terms of the award of the Arbitrator or by agreement between the Lessor and the Lessee then the Lessor will refund to the Lessee the monies paid.

28. Goods and Services Tax

(a) Lessee must Pay

If GST is payable on the Basic Consideration or any part thereof or if the Lessor is liable to pay GST in connection with the sublease of the Premises or any goods, services or other Taxable Supply supplied under this Lease then, as from the date of any such introduction or application:

- (i) the Lessor may increase the Basic Consideration or the relevant part thereof by an amount which is equal to the GST Rate; and
- (ii) the Lessee shall pay the increased Basic Consideration on the due date for payment by the Sublessee of the Basic Consideration.

(b) Increase in GST

If, at any time, the GST Rate is increased, the Lessor may, in addition to the GST Rate, increase the Basic Consideration by the GST Adjustment Rate and such amount shall be payable in accordance with this clause.

(c) GST invoice

Where the Basic Consideration is to be increased to account for GST pursuant to this clause the Lessor shall in the month in which the Basic Consideration is to be paid, issue a Tax Invoice which enables the Lessee to submit a claim for a credit or refund of GST.

29. Caveat

29.1 No absolute caveat

The Lessee nor any person on behalf of the Lessee will, without the prior written consent of the Lessor, lodge any absolute caveat at Landgate against the Certificate of Title for the Land, to protect the interests of the Lessee under this Lease.

29.2 CEO & Lessor as attorney

In consideration of the Lessor having granted this Lease to the Lessee, the Lessee irrevocably appoints the Lessor and the CEO of the Lessor jointly and severally:

- (a)** for the Term of this Lease;
- (b)** for any holding over under this Lease; and
- (c)** for a period of 6 months after Termination,

to be the agent and attorney of the Lessee in its name and on its behalf to sign and lodge at Landgate:

- (d)** a withdrawal of any absolute caveat lodged by or on behalf of the Lessee;
- (e)** a withdrawal of any caveat lodged by or on behalf of the Lessee and not withdrawn on Termination; and
- (f)** a surrender of the estate granted by this Lease,

and the costs of withdrawing any caveat or surrendering this Lease (including the Lessor's solicitor's costs and registration fees) will be borne by the Lessee.

29.3 Ratification

The Lessee undertakes to ratify all the acts performed by or caused to be performed by the Lessor, its agent or attorney under **clause 29.2**.

29.4 Indemnity

The Lessee indemnifies the Lessor against:

- (a)** any loss arising directly from any act done under **clause 29**; and
- (b)** all costs and expenses incurred in connection with the performance of any act by the attorney on behalf of the Lessee under **clause 29**.

30. Acts by agents

All acts and things which the Lessor is required to do under this Lease may be done by the Lessor, the CEO, an officer or the agent, solicitor, contractor or employee of the Lessor.

31. Severance

If any part of this Lease is or becomes void or unenforceable, that part is or will be severed from this Lease to the intent that all parts that are not or do not become void or unenforceable remain in full force and effect and are unaffected by that severance.

32. Variation

This Lease may be varied only by deed executed by the parties subject to such consents as are required by this Lease or at law.

33. Moratorium

The provisions of a statute which would but for this clause extend or postpone the date of payment of money, reduce the rate of interest or abrogate, nullify, postpone or otherwise affect the terms of this Lease do not, to the fullest extent permitted by law, apply to limit the terms of this Lease.

34. Further assurance

The Parties must execute and do all acts and things necessary or desirable to implement and give full effect to the terms of this Lease.

35. Waiver

35.1 No general waiver

Failure to exercise or delay in exercising any right, power or privilege in this Lease by a Party does not operate as a waiver of that right, power or privilege.

35.2 Partial exercise of right power or privilege

A single or partial exercise of any right, power or privilege does not preclude any other or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

36. Statutory powers

The powers conferred on the Lessor by or under any statutes for the time being in force are, except to the extent that they are inconsistent with the terms and provisions expressed in this Lease, in addition to the powers conferred on the Lessor in this Lease.

37. Governing law

This Lease is governed by and is to be interpreted in accordance with the laws of Western Australia and, where applicable, the laws of the Commonwealth of Australia.

Schedule

Item 1 Land and Premises

Land

Reserve 32312, being more particularly Lot 555 on Deposited Plan 63650 being the whole of the land comprised within Crown Land Title Volume LR3156 Folio 761.

Premises

The Menzies Caravan Park, as shown on the sketch annexed to this Lease as Annexure 1, and includes all carpets and floor coverings, window treatments (including but not limited to curtains and blinds) and other fixtures and fittings belonging to the Lessor therein and all additions or modifications and replacements for the time being, comprising approximately [X] square metres.

Item 2 Term

5 years commencing on _____ and expiring on _____.

Item 3 Further Term

X years commencing on _____ and expiring on _____.

Item 4 Commencement Date

_____.

Item 5 Rent

[To be inserted following valuation process] dollars (\$XXX) per annum exclusive of GST [being calculated upon the basis of \$XXX m² exclusive of GST], payable in advance in equal monthly instalments commencing on the Commencement Date.

Item 6 Permitted purpose

Public caravan park and camping ground.

Item 7 Public liability insurance

Twenty million dollars (\$20,000,000.00).

Item 8 Rent Review Dates

CPI Variation Dates

Each anniversary of the Commencement Date except the dates which are a Market Review Date.

Market Review Date

Not applicable.

Item 9 Notices

Contractor:

Address: , Western Australia, 6065

Fax No: (08)

Attention:

Shire:

Address: PO Box 4, Menzies, Western Australia

Fax No: (08) 9024 2041

Attention: Chief Executive Officer

Signing page

EXECUTED

2015

Annexure 1 – Sketch of Premises

Annexure 2 – Lessor's Fixtures and Fittings

[Shire to provide list of Shire's fixtures and fittings for insertion here]

Assets/Inventory _____ 2015		Page 1
Owner: SHIRE COUNCIL		
Organisation:		
Address:		
Asset description Include manufacturer and model	Asset serial number if known	Location

Annexure 3 - Management Plan

The Management Plan will be inserted into this Lease, once the Management Plan has been adopted by the Lessor and the Lessee in accordance with requirements of **clause 16**.

ANNEXURE 3

Occupation Health and Safety policy, information and requirements.

12.2 FINANCE & ADMINISTRATION BUSINESS

12.2.4 DRAFT BLUEPRINT	GOLDFIELDS-ESPERANCE REGIONAL INVESTMENT
SUBMISSION TO:	Ordinary Council Meeting, 29 October 2015
LOCATION:	Not applicable
APPLICANT:	Not applicable
FILE REF:	ADM118
DISCLOSURE OF INTEREST:	None
DATE:	19 October 2015
AUTHOR:	P Durtanovich – Acting Chief Executive Officer
SIGNATURE OF AUTHOR:	
PREVIOUS MEETING REFERENCE:	None

ATTACHMENTS:

A copy of the draft document has been provided to Councillors under separate cover.

SUMMARY:

The Minister has approved the public advertising of the Draft Goldfields–Esperance Regional Investment Blueprint.

The Goldfields-Esperance Development Commission is now seeking comment on the draft blueprint from regional stakeholders, including local government.

This report recommends the draft Blueprint be supported.

BACKGROUND:

Development of the Blueprint has occurred over the past two years, it has been developed by the Goldfields-Esperance Development Commission with regional stakeholders.

As noted in the Executive Summary, the Blueprint provides the evidence necessary to support decision making and investment in the region, identifies priorities and opportunities for the Region's development and establishes a framework for implementation of strategies and actions. The Blueprint sets a framework for the future of the Goldfields-Esperance region.

It is a roadmap for social and economic change out to 2050 and shifts focus from "where we are going" to "where we want to be".

COMMENT:

The Blueprint identifies the Region's advantages and challengers. It also identifies the approach to development and six regional priorities. This is documented as follows:

Approach to
Development

Regional Priority

Market Access Infrastructure and Services

Enabling
Infrastructure
and Services

Market access infrastructure, comprising both physical access through efficient transport infrastructure as well as digital access, supports regional and international trade and tourism

Population Services and Facilities

Vibrant, healthy, safe, cohesive and educated communities that showcase the best of the region's arts, culture, recreation and lifestyle are underpinned by quality and accessible local and regional services and facilities

Primary
Industry
Development
and Value Add

Food Production and Agriculture Services

Excellence in agricultural products and services leveraging off existing grazing, harvesting, fishing and other agricultural enterprises

Energy and Industrial Technology

Alternative energy and industrial technology and equipment manufacture, design, use and development takes advantage of locally-based mining and agriculture sector needs, and abundant access to natural energy sources

Industry
Diversification

Innovation and Knowledge Economy

A diverse economy characterised by knowledge-intensive industries, small business creation, an education and training system linked with business, research and the adoption of advanced information technologies

Tourism and Visitation

Tourism and visitation leverages off road and rail traffic as well as cruise ship capable port infrastructure and airports to support more visitation to the region's natural, cultural and heritage tourism assets and unique local events

The Blueprint establishes a range of outcomes targeted for each of the six regional priorities identified. Progress made will be monitored and measured against targets to be developed during the implementation planning of the Blueprint.

The Blueprint does not disadvantage the Shire of Menzies in any way, in fact it establishes a pathway for the continuation and growth of the Shire's key industries, including mining, agriculture and tourism.

It is recommended that the Blueprint be supported.

CONSULTATION:

The Regional Blueprint was developed in consultation with regional stakeholders. It is now advertised for public comment, with an 8 week consultation period, closing 11 November 2015.

STATUTORY ENVIRONMENT:

Nil

POLICY IMPLICATIONS:

The Shire of Menzies does not have policies directly related to the Blueprint.

FINANCIAL IMPLICATIONS:

Nil

STRATEGIC IMPLICATIONS:

The Shire of Menzies Strategic Community Plan 2013-2023, Priority 14.1 Sustainable Local Economy aligns with the Regional Blueprint.

VOTING REQUIREMENTS:

Simple majority

OFFICER'S RECOMMENDATION & COUNCIL DECISION:

No: 0891

Moved: Cr Mazza

Seconded: Cr Tucker

That the Draft Goldfields-Esperance Regional Investment Blueprint be received and the Goldfields-Esperance Development Commission be advised that the Shire of Menzies supports the Blueprint and has no further comment to make at this stage.

2:04pm

CARRIED 7/0

12.2 FINANCE & ADMINISTRATION BUSINESS

12.2.5 POLICY OPTIONS TO INCREASE ELECTED MEMBER TRAINING PARTICIPATION – DISCUSSION PAPER

SUBMISSION TO:	Ordinary Council Meeting, 29 October 2015
LOCATION:	Not applicable
APPLICANT:	Not applicable
FILE REF:	ADM056
DISCLOSURE OF INTEREST:	None
DATE:	15 October 2015
AUTHOR:	P Durtanovich – Acting Chief Executive Officer
SIGNATURE OF AUTHOR:	
PREVIOUS MEETING REFERENCE:	none

ATTACHMENTS:

A copy of the Discussion Paper has been provided to Councillors under separate cover.

SUMMARY:

The West Australian Local Government Association (WALGA) has released a discussion paper in relation to Policy Options to increase Elected Member training participation.

Councils are asked to provide feedback on the discussion paper.

BACKGROUND:

Elected Member training has been available, on a voluntary basis for many years. In recent times the Minister for Local Government and the Department of Local Government and Communities have suggested that participation in Elected Member training should be mandatory or incentivised through the Elected Member remuneration framework.

There is an assumption that Elected Members who undertake training are better able to perform their role as an Elected Member. This may or may not be the case.

The Discussion Paper on Policy Options to Increase Elected Member Training Participation released by WALGA provides an opportunity for Local Government to drive this issue rather than wait for the Government to impose requirements by policy or legislation.

COMMENT:

The Discussion Paper explores six policy options:

1. Enhance desirability of training offerings.
2. Delivery of best practice Council induction programs.
3. Require Councils to adopt a training policy.
4. Require candidates to attend training prior to nominating for election.
5. Incentivise training through the remuneration framework.
6. Mandate training for newly elected Elected Members.

The Discussion Paper invites general comments or detailed submissions from Councils on the policy options explored, however while such submissions are welcome, the following questions, on the six policy options, have been included in the paper to assist in eliciting comparable information from Local Governments.

1. **Best Practice Induction Programs** – does Council support Local Governments adopting and delivering a structured and thorough Council induction program?
 - a. If so, should legislation be changed for this to be a requirement, or should it remain voluntary?
2. **Training and Development Policy** – does Council support legislative amendments to require all Councils to review and adopt an Elected Member Training and Development Policy following every biennial election?
3. **Candidate Requirements** – does Council support legislative amendment to require candidates to attend an information session or complete an equivalent online information session prior to nominating for election?
4. **Incentivised Training** – does Council support legislative amendments to enable Elected Members to be paid additional allowances commensurate with the level of training undertaken?
 - a. If so, how should the fees and allowances framework be structured? i.e. should Elected Members be paid a specified annual amount, a percentage bonus or using some other method?
5. **Mandatory Training** – does Council support legislative amendment to require Elected Members to be required to undertake foundation training (such as the Elected Member Skill Set or equivalent)?
 - a. Should mandatory training be applied to all Elected Members or only to newly elected Elected members?
 - b. For newly elected Elected Members, what is the appropriate timeframe within which training should be completed?
 - c. What is the appropriate penalty for non-completion of the required training?

CONSULTATION:

Public consultation is not required at this stage. The Discussion Paper provides an opportunity for consultation/input from the Local Government Sector.

STATUTORY ENVIRONMENT:

Nil

POLICY IMPLICATIONS:

The Shire of Menzies does not have a policy relevant to this matter.

FINANCIAL IMPLICATIONS:

There are no financial implications at this point. Depending on the outcome of this review, Councils may have to increase Councillor training budgets.

STRATEGIC IMPLICATIONS:

The Shire of Menzies Strategic Community Plan 2013-2023 does not address Governance however additional knowledge gained through training should contribute to a better understanding of the role of elected members and hence to good governance.

VOTING REQUIREMENTS:

Simple majority

OFFICER'S RECOMMENDATION & COUNCIL DECISION:

No: 0892

Moved: Cr Lee

Seconded: Cr Mazza

That the Acting Chief Executive Officer submit the following comments to WALGA on the Policy Options to Increase Elected Member Training Participation Discussion Paper:

- 1. Best Practice Induction Programs – does Council support Local Governments adopting and delivering a structured and thorough Council induction program?**
 - a. If so, should legislation be changed for this to be a requirement, or should it remain voluntary?**

Comment

Yes and legislation should be changed for this to be a requirement, however consideration should be given to the method and cost of delivery to remote areas.

- 2. Training and Development Policy – does Council support legislative amendments to require all Councils to review and adopt an Elected Member Training and Development Policy following every biennial election?**

Comment

Yes.

- 3. Candidate Requirements – does Council support legislative amendment to require candidates to attend an information session or complete an equivalent online information session prior to nominating for election?**

Comment

No. It should be a requirement for local governments to facilitate an information session, this could be done by videoconferencing etc, however, if participation is compulsory it could discourage nominations.

- 4. Incentivised Training – does Council support legislative amendments to enable Elected Members to be paid additional allowances commensurate with the level of training undertaken?**
 - a. If so, how should the fees and allowances framework be structured? i.e. should Elected Members be paid a specified annual amount, a percentage bonus or using some other method?**

Comment

No. Training should be mandatory.

- 5. Mandatory Training – does Council support legislative amendment to require Elected Members to be required to undertake foundation training (such as the Elected Member Skill Set or equivalent)?**
 - a. Should mandatory training be applied to all Elected Members or only to newly elected Elected members?**
 - b. For newly elected Elected Members, what is the appropriate timeframe within which training should be completed?**
 - c. What is the appropriate penalty for non-completion of the required training?**

Comment

Council supports mandatory training. It should be applied to all elected members and it should be completed within three months by newly elected members and within three months of coming into law for existing members.

2:06pm

CARRIED 7/0

12.2 FINANCE & ADMINISTRATION BUSINESS

12.2.6 STAFF STRUCTURE REVIEW

SUBMISSION TO:	Ordinary Council Meeting, 29 October 2015
LOCATION:	Not applicable
APPLICANT:	Not applicable
FILE REF:	ADM398
DISCLOSURE OF INTEREST:	None
DATE:	20 October 2015
AUTHOR:	P Durtanovich – Acting Chief Executive Officer
SIGNATURE OF AUTHOR:	
PREVIOUS MEETING REFERENCE:	Ordinary Council Meeting 30 July 2015

ATTACHMENTS:

None

SUMMARY:

Council approval is sought for a change to Senior Management positions in Shire of Menzies Organisational Structure.

BACKGROUND:

The Shire of Menzies Organisational Structure was reaffirmed in the Shire's Corporate Business Plan at the Ordinary Council Meeting in July 2015.

A minor amendment was made to the title of one Senior Officer in August 2015, i.e. the Deputy Chief Executive Officer was reclassified to Manager Finance and Administration.

COMMENT:

The position of Manager Finance and Administration was advertised however there were no suitable applicants for the position.

Council is now requested to discontinue the position of Manager finance and Administration to allow the Chief Executive Officer to implement other options for the delivery of financial/ administration services.

CONSULTATION:

Not applicable.

STATUTORY ENVIRONMENT:

Nil

POLICY IMPLICATIONS:

Council does not have policies relevant to this matter.

FINANCIAL IMPLICATIONS:

Nil

STRATEGIC IMPLICATIONS:

Nil

VOTING REQUIREMENTS:

Simple majority

OFFICER'S RECOMMENDATION & COUNCIL DECISION:

No: 0893

Moved: Cr Mazza

Seconded: Cr Lee

That the position of Manager Finance and Administration be discontinued and the Chief Executive Officer implement alternative processes / staffing for the delivery of finance / administration services.

2:13pm

CARRIED 7/0

12.3 WORKS AND SERVICES BUSINESS

12.3.1 MAINTENANCE GRADING REPORT

SUBMISSION TO:	Ordinary Meeting of Council, 29 October 2015
LOCATION:	Menzies
APPLICANT:	Shire of Menzies
FILE REF:	ADM443
DISCLOSURE OF INTEREST:	None
DATE:	19 October 2015
AUTHOR:	Ray Pepper, Manager Works and Services
SIGNATURE OF AUTHOR:	
SENIOR OFFICER:	Pascoe Durtanovich, Acting Chief Executive Officer
SIGNATURE OF SENIOR OFFICER:	
PREVIOUS MEETING REFERENCE:	None

ATTACHMENTS:

None

SUMMARY:

To inform Council of Maintenance Grading options.

BACKGROUND:

The Shire has approximately 2,000 kilometres of unsealed roads, Council needs to set the Level of Service they require for each road and decide how to achieve the desired level.

Road	Type of work	Frequency
Gravel	Grading to fill in potholes, depressions and other defects in the surface. Re-sheeting to take place when the quantity of gravel is reduced to a level where it cannot be graded any longer or when there is insufficient fines to hold the coarse material together.	Grading 3-4 times per year. Re-sheeting as required.

COMMENT:

Currently the Shire is able to keep up with its Maintenance Grading Program on roads that have the most use, but minor roads are lacking in a regular maintenance grading service. If Council requires these minor roads to be serviced on a regular basis it will need to consider the following options:

1. Employ a second maintenance grader operator which would then necessitate the purchase of another grader and a second accommodation unit, higher initial cost but Shire benefits by having extra assets and provides employment for an extra person.
2. Use a contract grader to carry out the maintenance, lower initial outlay but no lasting benefit to Shire.

3. Provide a less frequent and lower level of service on the remaining Shire roads, maintains Shire road network at a reduced level and reduced cost.

CONSULTATION:

N/A.

STATUTORY ENVIRONMENT:

Nil

POLICY IMPLICATIONS:

Council has no Policies in relation to this matter.

FINANCIAL IMPLICATIONS:

Estimated costs of the various options above are:

1. Employ a second operator, purchase a new grader and accommodation unit approx. cost \$700,000 for the first year.
2. A full time contract grader cost approx. \$500,000 per annum.
3. Wages, overheads, plant and fuel costs for current maintenance grader operator approx. \$250,000 per annum.

STRATEGIC IMPLICATIONS:

None

VOTING REQUIREMENTS:

Simple majority

OFFICER'S RECOMMENDATION & COUNCIL DECISION:	No: 0894
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Moved: Cr Lee

Seconded: Cr Dwyer

That:

1. Road maintenance grading be continued with one Shire owned and operated grader; and
2. A budget allocation for contract grader hire be determined in the annual budget.

2:20pm

CARRIED 7/0

12.3 WORKS AND SERVICES BUSINESS

12.3.2 OUTSOURCING OF WASTE COLLECTION SERVICE

SUBMISSION TO:	Ordinary Council Meeting, 29 October 2015
LOCATION:	Not applicable
APPLICANT:	Shire of Menzies
FILE REF:	ADM431
DISCLOSURE OF INTEREST:	None
DATE:	5 October 2015
AUTHOR:	P Durtanovich – Acting Chief Executive Officer
SIGNATURE OF AUTHOR:	
PREVIOUS MEETING REFERENCE:	Budget discussions

ATTACHMENTS:

Nil

SUMMARY:

During discussions on the 2015/2016 Budget the need to assess the option of outsourcing waste collection services was identified. One option was for the Shire of Leonora to provide the service.

This report recommends that Council continue to provide the service in house.

BACKGROUND:

Currently Council provides a waste collection service to the towns of Menzies and Kookynie. The service is undertaken weekly on Mondays. Lake Ballard and Niagara Dam are serviced on the same day.

There is a total of 64 pickups in Menzies and 8 in Kookynie.

The total estimated expenditure for refuse collection, including plant, labour and plant depreciation is \$42,000.

COMMENT:

The Shire of Leonora has provided a cost estimate of \$1,140 +GST per week or \$15.80 per bin to provide the service.

Waste collected would be transported back to the Leonora Shire landfill.

It should be noted that if the service is outsourced Council will have to retain appropriate equipment to provide the service for specific community events, such as the Cyclclassic.

In summary, the annual cost for Council to provide the waste collection service in house is approximately \$42,000. If it is outsourced to the Shire of Leonora the cost would be approximately \$60,000 per annum.

It should be noted that the current collection unit will require, in due course, considerable refurbishment or replacement.

This would increase depreciation costs, possibly up to \$20,000 per annum, and hence overall cost to the in house operation.

The other obvious benefit of retaining the service in house is the local full time employment created. It is recommended therefore that Council continue to provide the waste collection service in house.

CONSULTATION:

Not applicable.

STATUTORY ENVIRONMENT:

Under the Health Act there is an obligation on Council to provide a waste collection service.

Depending on the term of a Service Level Agreement, if the service was outsourced, the service would have to be put to tender.

POLICY IMPLICATIONS:

At the September 2015 Council meeting, it was resolved that a compulsory annual fee for residential kerbside waste pickup would apply from 1 July 2016.

FINANCIAL IMPLICATIONS:

The cost of providing the waste pick up service is detailed in this report.

The cost of kerbside domestic collection is \$30,000 per annum. Income is \$6,500. The annual collection fee levied is \$135.

STRATEGIC IMPLICATIONS:

Nil

VOTING REQUIREMENTS:

Simple majority

OFFICER'S RECOMMENDATION & COUNCIL DECISION:

No: 0895

Moved: Cr Lee

Seconded: Cr Tucker

That waste collection services for the Shire of Menzies not be outsourced.

2:23pm

CARRIED 7/0

12.3 WORKS AND SERVICES BUSINESS

12.3.3 TOURIST INFORMATION BAY / HEAVY VEHICLE PARKING AREA

SUBMISSION TO:	Ordinary Council Meeting, 29 October 2015
LOCATION:	East side of Goldfields Highway – 205.17 to 205.35 SLK
APPLICANT:	Shire of Menzies/Main Roads WA
FILE REF:	ADM148
DISCLOSURE OF INTEREST:	None
DATE:	22 October 2015
AUTHOR:	P Durtanovich, Acting Chief Executive Officer
SIGNATURE OF AUTHOR:	
PREVIOUS MEETING REFERENCE:	None

ATTACHMENTS:

- 12.3.3 Attachment #1 Guideline Drawing
- 12.3.3 Attachment #2 Locality Plan

SUMMARY:

Council is required to decide on the location and design of a Tourist Information Bay/ Heavy Vehicle parking area.

BACKGROUND:

Previous administration has discussed with Main Roads WA the provision of a Tourist Information/ Heavy vehicle parking bay for Menzies. The author of this report is not aware of any previous Council decisions on this matter, however Councillors are obviously aware of the issue.

The existing, unofficial facility, north of the town centre has a number of constraints, namely highway site distances and the impact on freehold land. Main Roads WA does not support formalization of the facility at this location.

In discussions with administration and their own investigations, Main Roads has identified a site south of town. (see locality plan attached)

COMMENT:

Under Main Roads guidelines for information bays local government responsibilities include:

- Contribution to 1/3 of the cost of the handstand area, kerbing and drainage work.
- The full cost of the sign structure, landscaping and all other additional facilities.
- Maintenance of the sign structure, landscaping and all other facilities.
- Administration of the information displayed on the sign structure.
- Maintenance of litterbin and general litter within the information bay area.
- Maintenance of all unsealed handstand areas, all kerbing and all drainage.

The location proposed has a number of positives and negatives including:

Positives

- Close to town centre and existing businesses.
- Close to ablution facilities.
- Adequate site distance for north and south bound traffic.

Negatives

- Mixture of tourist traffic and heavy vehicles.
- Close to recreation precinct.
- May require the removal of some trees.

Comparing with other similar tourist information bay projects it is envisaged that the cost would be in the range of \$400,000 to \$500,000 (total cost). The Shire's contribution is 1/3, or \$166,000. Council would also be responsible for the rehabilitation of the existing unofficial site, detailed costing for this aspect is not available at this stage.

Should council not be supportive of the proposed site, the only other option is to provide a smaller tourist information bay on the site and request Main Roads to construct, at Main Roads cost, a heavy vehicle bay north or south of the town centre, up to five kilometres outside of the townsite. This option is substantially more expensive as the Shire would be responsible for the full cost of the tourist information bay, which could be up to \$250,000.

CONSULTATION:

No public consultation has been undertaken to date, Council may wish to undertake some form of public consultation.

STATUTORY ENVIRONMENT:

Land tenure issues will be addressed by Main Roads WA.

POLICY IMPLICATIONS: Nil

FINANCIAL IMPLICATIONS:

Estimated cost is as per this report.

Main Roads WA does not have funds allocated for this project in their 2015/2016 budget, however, the regional office is confident that the project can be funded in 2016/2017.

Main Roads WA is agreeable to the Shire of Menzies constructing the facility, with their supervision.

STRATEGIC IMPLICATIONS:

Shire of Menzies Strategic Plan –
Priority 14.1 – Sustainable Local Economy
Ref 14.1.7 Tourism Growth

VOTING REQUIREMENTS:

Simple majority

OFFICER'S RECOMMENDATION & COUNCIL DECISION:

No: 0896

Moved: Cr Mazza

Seconded: Cr Dwyer

That :

1. **The proposed Tourist Information Bay / Heavy Vehicle Parking facility be located on the east side of the Goldfields Highway, south of town, between 205.17 to 205.35 SLK; and**

2. The 1/3 contribution from the Shire of Menzies for the project be considered in the 2016/2017 budget.

2:29pm

CARRIED 7/0

12.4 COMMUNITY DEVELOPMENT BUSINESS

12.4.1 MENZIES YOUTH CENTRE

SUBMISSION TO:	Ordinary Council Meeting, 29 October 2015
LOCATION:	Shire of Menzies
APPLICANT:	Shire of Menzies
FILE REF:	ADM075
DISCLOSURE OF INTEREST:	None
DATE:	10 October 2015
AUTHOR:	P Durtanovich – Acting Chief Executive Officer
SIGNATURE OF AUTHOR:	
PREVIOUS MEETING REFERENCE:	Ordinary Council Meeting 22 October 2014

ATTACHMENTS:

- 12.4.1 Attachment #1 Floor Plan
- 12.4.1 Attachment #2 Concept Drawings
- 12.4.1 Attachment #3 Grant Application
- 12.4.1 Attachment #4 Indicative Cost Estimate
- 12.4.1 Attachment #5 Operational Management Plan
- 12.4.1 Attachment #6 Student Survey Forms

SUMMARY:

In accordance with Council's previous decision concept plans and a funding application have been finalised for a new youth centre in Menzies.

Council is now required to determine whether to proceed with the project as proposed.

BACKGROUND:

At the Ordinary Council meeting on 22 October 2014, it was resolved as follows:

That Council:

1. *Agree that the Menzies Youth Centre will be sited on the sports field at the Walsh Street boundary;*
2. *Direct the Chief Executive Officer to prepare a project plan for the securing, placement and setting up of the Menzies Youth Centre;*
3. *Submit funding applications to the relevant bodies to secure funding support for the provision of the Menzies Youth Centre; and*
4. *Pursue funding for the engagement of qualified personnel to provide sporting and social activities for the youth of the town.*

Core Business Australia was engaged to work with Councillors, staff and local youth to progress concept plans, operational plan and funding applications. This phase of the project has now been completed (see attachments).

COMMENT:

Planning aspects of the project include:

Youth Centre Location

The proposed centre will be located within the Shire of Menzies Recreation Precinct, adjacent the playground and courts area. The vicinity was identified and discussed during the site meeting of the 26 August 2015. This land is owned freehold by the Shire of Menzies. There will be the opportunity to vary the location.

User Groups

The following demographic group will predominately use the centre;

- Youth;
- 80% indigenous youth population in Menzies;
- Ages 8-18; and
- Youth support agencies/ early intervention practitioners.

Indicative Content / Usage of Centre

The following intended uses are currently proposed for the Centre:

Provision of youth services by agencies (private office required);

Early intervention activities;

Disco;

Movie nights;

Small/ rehear kitchen.

CONSULTATION:

To date the following have been consulted in the planning phase:

- Mark Weller – Core Business Australia
- Acting Chief Executive Officer
- Councillors
- Local Youth

STATUTORY ENVIRONMENT: Nil

POLICY IMPLICATIONS:

Council does not have a policy on this proposal.

FINANCIAL IMPLICATIONS:

Estimated Capital Expenditure is \$350,000 of which it is anticipated that \$150,000 will be grant funds and \$200,000 Council funds.

The annual operating budget is estimated at \$100,000 per annum.

STRATEGIC IMPLICATIONS:

Will provide a facility for young people to connect and contribute positively to their community.

VOTING REQUIREMENTS:

Simple majority

OFFICER'S RECOMMENDATION:

That:

1. The draft concept plans for the proposed Menzies Youth Centre be adopted; and
2. The funding application submitted to Lotterywest be proceeded with.

COUNCIL DECISION:	No: 0897
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Moved: Cr Tucker

Seconded: Cr Dwyer

That:

- 1. The draft concept plans for the proposed Menzies Youth Centre be noted; and**
- 2. The funding application submitted to Lotterywest be proceeded with.**

2:37pm

CARRIED 7/0

Reason for the change was to allow minor amendments to be made to the concept plans before adoption by Council.

12.5 MANAGEMENT AND POLICY BUSINESS

12.5.1 APPOINTMENT OF COUNCILLORS AND STAFF AS DELEGATES TO REPRESENT COUNCIL ON VARIOUS LOCAL AND REGIONAL COMMITTEES	
SUBMISSION TO:	Ordinary Meeting of Council, 29 October 2015
LOCATION:	Shire of Menzies
APPLICANT:	Shire of Menzies
FILE REF:	ADM428
DISCLOSURE OF INTEREST:	None
DATE:	20 October 2015
AUTHOR:	Pascoe Durtanovich, A/Chief Executive Officer
SIGNATURE OF AUTHOR:	
PREVIOUS MEETING REFERENCE:	Item 13.4.1 Ordinary Council Meeting 31 October 2015

ATTACHMENTS:

None

SUMMARY:

Council is requested to appoint representatives to various local and regional committees, boards etc.

BACKGROUND:

Nil

COMMENT:

Below is a list of the various committees etc and names of the Councillor or Councillors and or staff that have been filling these roles, since the last review or if changes have subsequently been made:

Regional Roads Group

Councillor Delegate x 1

Staff Observer x 1

Cr G Dwyer	Delegate
Cr P Twigg	(Proxy) Delegate
Mr P Crawford	(Proxy) CEO Shire of Menzies
Mr R Pepper	(Proxy) MWS Shire of Menzies

Goldfields Esperance Zone (GECZ) of WALGA - (GVROC)

Councillor Delegate x 1

Staff Delegate x 1

Cr G Dwyer	Delegate to GECZ and GVROC
Cr J Mazza	(Proxy) Delegate
Cr P Twigg	(Proxy) Delegate
Cr J Graham	(Proxy) Delegate
Mr P Crawford	(Proxy) CEO Shire of Menzies

Goldfields Esperance Regional Collaborative Group (GERCG)

Cr G Dwyer	Delegate to GECZ and GVROC
Cr J Mazza	(Proxy) Delegate
Cr P Twigg	(Proxy) Delegate
Cr J Graham	(Proxy) Delegate
Mr P Crawford	(Proxy) CEO Shire of Menzies

Note: GVROC and GERCG meetings are combined therefore the same representatives should be appointed to both organisations.

~~Lake Ballard Association (Discontinued)~~

Cr G Dwyer	
Cr J Mazza	
Cr J Lee	
Cr I Tucker	
Mr P Crawford	Secretary (LBA) CEO Shire of Menzies

Northern Goldfields Inter Agency Committee

Councillor Delegate x 1

Staff Delegate x 1

Cr G Dwyer	Delegate
Cr J Lee	(Proxy)
Mrs D Crawford	(Proxy) MCD Shire of Menzies

Tidy Towns Working Group

Informal Working Group

Cr J Lee	Delegate
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Note: This Committee has been inactive for some time.

Goldfields Tourism Network

Councillor Delegate x 1

Cr G Dwyer	Delegate
Cr J Mazza	(Proxy) Delegate
Mrs D Crawford	(Proxy) MCD Shire of Menzies

Goldfields Cyclassic – Menzies Carnival Working Group

Councillor Delegate x 2

Cr G Dwyer	Delegate
Cr J Lee	Delegate
Mrs D Crawford	(Proxy) MCD Shire of Menzies

Greater Western Woodlands Biodiversity Committee

Councillor Delegate x 1

Cr G Dwyer	Delegate
Cr J Graham	Delegate (Proxy)

Yilgarn Iron Producers Association (YIPA)

Councillor Delegate x 1

Cr G Dwyer	Delegate
Cr J Mazza	(Proxy) Delegate
Mr P Crawford	(Proxy) Delegate Shire of Menzies

Payment for attendance at any meetings/workshops/conferences by duly authorised Members is included in the annual payments to Members. Travel costs will however be approved by the CEO subject to the Member being authorised to attend such events.

CONSULTATION:

None

STATUTORY ENVIRONMENT:

Nil

POLICY IMPLICATIONS:

Council has no policies in relation to this matter.

FINANCIAL IMPLICATIONS:

Travel costs for Elected Members and staff have been provided for in the current Budget.

STRATEGIC IMPLICATIONS:

None

VOTING REQUIREMENTS:

Simple majority

OFFICER'S RECOMMENDATION & COUNCIL DECISION:

No: 0898

Moved: Cr Mazza

Seconded: Cr Lee

That Council appointment of Councillors and Staff as representatives on the various committees and organisations for the next two years be endorsed:

Regional Roads Group

Cr Dwyer	Delegate
Cr Mazza	(Proxy) Delegate
CEO Shire of Menzies	Delegate
MWS Shire of Menzies	(Proxy) Delegate

Goldfields Esperance Zone (GECZ) of WALGA - (GVROC)

Cr Dwyer	Delegate to GECZ and GVROC
Cr Mazza	Delegate to GECZ and GVROC
Cr Mader	(Proxy) Delegate
	(Proxy) CEO Shire of Menzies

Goldfields Esperance Regional Collaborative Group (GERCG)

Cr Dwyer	Delegate
Cr Mazza	Delegate
Cr Mader	(Proxy) Delegate
CEO Shire of Menzies	(Proxy) Delegate

Northern Goldfields Inter Agency Committee
Cr Dwyer **Delegate**

Tidy Towns Committee
Delegate to be appointed if required.

Goldfields Tourism Network
Cr Mazza **Delegate**
Cr Dwyer **Delegate**
Cr Mader **(Proxy) Delegate**

Goldfields Cyclclassic – Menzies Carnival Working Group
Cr Dwyer

Yilgarn Iron Producers Association (YIPA)
Cr Mader **Delegate**
Cr Dwyer **(Proxy) Delegate**

2:44pm

CARRIED 7/0

12.5 MANAGEMENT AND POLICY BUSINESS

12.5.2 POLICY REVIEW

SUBMISSION TO:	Ordinary Council Meeting, 29 October 2015
LOCATION:	Not applicable
APPLICANT:	Not applicable
FILE REF:	ADM355
DISCLOSURE OF INTEREST:	None
DATE:	30 September 2015
AUTHOR:	Pascoe Durtanovich, A/Chief Executive Officer
SIGNATURE OF AUTHOR:	
PREVIOUS MEETING REFERENCE:	None

ATTACHMENTS:

12.5.2 Attachment #1 Draft Policy 4.10 – Financial Management – Payment of Accounts and Purchasing Authority Limits

SUMMARY:

Council is requested to adopt additional policies to enable effective and efficient management of Council resources and to assist staff in decision making.

BACKGROUND:

Nil

COMMENT:

Council has a number of Policies in place which give guidance to Administration in the management of Shire activities. Policy statements enable the day to day management of Council affairs to be undertaken by Administration, allowing Elected Members to concentrate on major strategic issues.

The additional policy proposed is:

4.10 Financial Management – Payment of Accounts and Purchasing Authority

This policy provides a clearer direction on officer responsibilities and authority. It also gives tighter control of budget expenditure to the Chief Executive Officer.

CONSULTATION:

Public consultation is not required in respect to the policies proposed.

STATUTORY ENVIRONMENT:

There are no statutory obligations.

POLICY IMPLICATIONS:

If the proposed policy is adopted by Council the policy will be included in the Policy Manual.

FINANCIAL IMPLICATIONS:

There are no known financial implications.

STRATEGIC IMPLICATIONS:
Nil

VOTING REQUIREMENTS:
Simple majority

OFFICER'S RECOMMENDATION & COUNCIL DECISION:

No: 0899

Moved: Cr Mazza

Seconded: Cr Lee

That draft policy 4.10 Financial Management – Payment of Accounts and Purchasing Authority Limits identified as 12.5.2 Attachment #1 be adopted.

2:45pm

CARRIED 7/0

4.10 Financial Management – Payment of Accounts & Purchasing Authority Limits

Introduction

Objective To ensure that all payments made by the Council are in accordance with the Local Government (Financial Management) Regulations 1996.

History New Policy 29 October 2015

Policy Statement

The signing of official purchase orders and certification of invoices for payment can only be carried out by the following positions and in accordance with their respective purchasing limits.

Chief Executive Officer

Authorised to incur expenditure to the delegated level approved by Council, including salaries and wages and in accordance with annual budget provisions.

Authorised as a **primary signatory** for cheques and online payment processing from all Shire bank accounts.

Manager Finance & Administration

Authorised to incur expenditure to the delegated level approved by the Chief Executive Officer, including salaries and wages and in accordance with annual budget provisions.

Authorised as a **primary signatory** for cheques and online payment processing from all Shire bank accounts.

Accounts/Payroll Officer

Authorised as a **second signatory** only for the signing of cheques and processing of online payments from all Shire bank accounts.

Manager Works & Services

Authorised to incur budgeted expenditure relating to roads, works, parks, gardens and other technical services to the value of \$10,000.

Works Supervisor

Authorised to incur budgeted expenditure relating to roads, works, parks, gardens and other technical services to the value of \$5,000.

Officers in an acting capacity may sign official orders and authorise invoices for payment for goods and services as detailed above. Acting capacity, for the purpose of this policy, is defined when the officer is absent, on annual leave, long service leave, sick leave, conferences, meetings or absent from the area during the course of business.

All official orders for goods and services must be countersigned by the Chief Executive Officer where the purchase is likely to exceed \$10,000.

– End of Policy

COMMENT

12.5 MANAGEMENT AND POLICY BUSINESS

12.5.3 MIINUTES OF GVROC MEETING – 28 AUGUST 2015

SUBMISSION TO:	Ordinary Meeting of Council, 29 October 2015
LOCATION:	Shire of Menzies
APPLICANT:	Shire of Menzies
FILE REF:	ADM126
DISCLOSURE OF INTEREST:	None
DATE:	30 September 2015
AUTHOR:	Pascoe Durtanovich, A/Chief Executive Officer
SIGNATURE OF AUTHOR:	
PREVIOUS MEETING REFERENCE:	Item 12.5.1 Ordinary Council Meeting 24 September 2015

ATTACHMENTS:

12.5.3 Attachment #1 – Minutes of GVROC Meeting 28 August 2015

12.5.3 Attachment #2 – Minutes of GVROC Meeting 8 October 2015

SUMMARY:

For Council to receive the Minutes of the GVROC Teleconference held on Friday 28 August 2015 and the in person meeting on 8 October 2015.

BACKGROUND:

The subject meeting of GVROC was held by Teleconference on Friday 28 August 2015.

COMMENT:

The minutes of the GVROC meeting are tabled for Council's perusal and no implications for Council are evident at this point.

CONSULTATION:

None

STATUTORY ENVIRONMENT:

Nil

POLICY IMPLICATIONS:

Council has no policies in relation to this matter

FINANCIAL IMPLICATIONS:

None

STRATEGIC IMPLICATIONS:

14.3.6 Council and Community Leadership
Provide leadership and advocacy on behalf of the community

VOTING REQUIREMENTS:

Simple majority

OFFICER'S RECOMMENDATION & COUNCIL DECISION:

No: 0900

Moved: Cr Mazza

Seconded: Cr Tucker

That Council receive the Minutes of the GVROC meeting held by Teleconference on Friday 28 August 2015 and in person on 8 October 2015.

2:46pm

CARRIED 7/0

12.5 MANAGEMENT & POLICY BUSINESS

12.5.4 CHRISTMAS OFFICE CLOSURE

SUBMISSION TO:	Ordinary Meeting of Council, 29 October 2015
LOCATION:	Shire of Menzies
APPLICANT:	Shire of Menzies
FILE REF:	ADM434
DISCLOSURE OF INTEREST:	None
DATE:	1 October 2015
AUTHOR:	Pascoe Durtanovich, A/Chief Executive Officer
SIGNATURE OF AUTHOR:	
PREVIOUS MEETING REFERENCE:	None

ATTACHMENTS:

None

SUMMARY:

For Council to considering approving dates for the closure and re-opening of the Shire's administration facilities in relation to the break for Christmas 2015 and New Year 2016.

BACKGROUND:

It has been the practice of Council to close its offices each year between Christmas and New Year.

COMMENT:

It is considered that a close down from 5:00pm Wednesday 23 December 2015 until 8:00am on Tuesday 5 January 2016 is the most effective arrangement to provide Council's staff with the opportunity to travel to distant families while not jeopardising the goodwill of the community. The town crew and road crews will both be on leave through this period but a skeleton crew will be on hand to respond to emergencies.

All staff will utilise public holidays, annual leave entitlements and leave without pay during the Christmas break.

Rubbish collections will be carried out as normal as will litter collection around town.

The Community Resource Centre will only be open for 2 hrs daily (8:30am to 10:30am) for postal duties during each week day with the exception of public holidays.

STATUTORY ENVIRONMENT:

Local Government Act 1995

- Section 2.7(2) – Provides that Council is to oversee the allocation of local government finances and resources and to determine the local government policies; and,
- Section 3.1 – Provides that the general function of the local government is to provide for the good government of persons in its district.

POLICY IMPLICATIONS:

Council has no Policies in relation to this matter

FINANCIAL IMPLICATIONS:

Extremely minor

STRATEGIC IMPLICATIONS:

None

VOTING REQUIREMENTS:

Simple majority

OFFICER'S RECOMMENDATION:

That the Administration Centre of the Shire of Menzies be closed from 5:00pm on Wednesday 23 December 2015 until 8:00am on Tuesday 5 January 2016.

COUNCIL DECISION:

No: 0901

Moved: Cr Lee

Seconded: Cr Mazza

That the Administration Centre of the Shire of Menzies be closed from 5:00pm on Tuesday 22 December 2015 until 8:00am on Tuesday 5 January 2016.

2:50pm

CARRIED 7/0

Reason for the change was to allow additional time for employees to travel to their intended destinations to spend Christmas with family and friends.

12.5 MANAGEMENT & POLICY BUSINESS

12.5.5 ESTABLISHMENT OF COMMITTEES

SUBMISSION TO:	Ordinary Meeting of Council, 31 October 2013
LOCATION:	Shire of Menzies
APPLICANT:	Shire of Menzies
FILE REF:	ADM073
DISCLOSURE OF INTEREST:	None
DATE:	1 October 2015
AUTHOR:	Pascoe Durtanovich, A/Chief Executive Officer
SIGNATURE OF AUTHOR:	
PREVIOUS MEETING REFERENCE:	None

ATTACHMENTS:
None

SUMMARY:

For Council to consider the appointment of members to various committees for the period 29 October 2015 until the next local government elections in October 2017.

BACKGROUND:

The Shire has in the past, operated with various committees such as Audit Committee, Housing Committee and Local Emergency Management Committee.

These committees do not have any delegated powers but make recommendations to Council regarding their various areas of responsibilities. The meetings are also not scheduled on a regular timeframe but are conducted on an ad hoc basis when the Chairperson calls for a meeting to conduct the business of that committee.

COMMENT:

As the tenure for the committees end with each local government election, it is appropriate that with the new members being elected to Council, the committees are appointed new Members.

Audit Committee

The Audit Committee may be comprised of any number of Council members from three to seven. However, Section 5.19 of the *Local Government Act 1995* stipulates that a quorum of members of a committee shall be half of the number of offices in that committee.

As such, the Audit Committee operated in the past with a committee of four and a quorum of two. If Council was to follow the same principal, it is highly unlikely that any committee meeting would be postponed due to a lack of a quorum for a meeting.

The Audit Committee does not have any delegated powers and will make recommendations to Council on all its findings.

Housing Committee

The Housing Committee was established on 31 August 2012. The committee consisted of three members with another member as a proxy and had a quorum of two members.

The Housing Committee was formed with the express purpose of assisting with the preparation of housing tender specifications, evaluation of tenders and inspections during the construction phase.

The Housing Committee does not have any delegated powers and will make recommendations to Council on all its findings.

Local Emergency Management Committee (LEMC)

Section 38 of the Emergency Management Act 2005 requires that each local government is to establish a LEMC.

When establishing (re appointing) a LEMC, Council is also required to appoint the Chairman in accordance with Section 38(3). Whilst the Chairman can be any Councillor, it is only the President who has powers under the *Local Government Act 1995* to approve unbudgeted Shire funds during periods of emergencies (Section 6.8(1)). As such, it is fitting that the role of Chairperson of the LEMC should fall to the President.

CONSULTATION:

None

STATUTORY ENVIRONMENT:

Local Government Act 1995

Section 5.8 - Provides that a local government may establish committees of three or more persons to exercise the powers and discharge the duties of the local government that can be delegated to committees. (Absolute majority required).

Section 5.9 - a committee is to comprise:

- (a) council members only;
- (b) council members and employees;
- (c) council members, employees and other persons;
- (d) council members and other persons;
- (e) employees and other persons;
- (f) other persons only.

Section 5.11 (2) - Provides that the tenure of a person's appointment to a committee, amongst other circumstances, will expire at the next ordinary election day (i.e. 17 October 2009).

Section 7.1A - Deals with the requirement for local governments to establish an audit committee of three or more persons to exercise the powers and duties conferred upon it by both the Act and the Local Government (Audit) Regulations 1996.

Neither the CEO or an employee can be a member of the audit committee.

Section 7.1B - Despite section 5.5, the only powers and duties that a local government may delegate to its audit committee are any of its powers and duties under Part 7 other than this power of delegation. (Absolute majority required).

Section 7.1C - Despite section 5.20, a decision of an audit committee is to be made by a simple majority.

Local Government (Audit) Regulations 1996

Regulation 16 - An audit committee:-

- (a) Is to provide guidance and assistance to the local government:-
 - (i) as to the carrying out of its functions in relation to audits carried out under Part 7 of the Act; and

- (ii) as to the development of a process to be used to select and appoint a person to be the auditor.

And;

- (b) May provide guidance and assistance to the local government as to:-
 - (i) matters to be audited;
 - (ii) the scope of audits;
 - (iii) its functions under Part 6 of the Act; and
 - (iv) the carrying out of its functions relating to other audits and other matters related to financial management.

Emergency Management Act 2005

Section 38(1) - Requires every local government to establish a local emergency management committee,

- (3) A local emergency management committee consist of -
 - (a) A chairman and other members appointed by the local government
- (4) The constitution and procedures of a local emergency management committee, and the terms and conditions of appointment of members, are to be determined by the State Emergency Management Committee (SEMC).

Section 39 - The functions of a local emergency management committee are:

- (a) To advise and assist the local government in ensuring that local emergency management arrangements are established for its district;
- (b) To liaise with public authorities and other persons in the development, review and testing of local emergency management arrangements; and
- (c) To carry out other emergency management activities as directed by the SEMC or prescribed by the regulations.

POLICY IMPLICATIONS:

Council has no Policies in relation to this matter

FINANCIAL IMPLICATIONS:

None except in the circumstances where there is an emergency as a result of some disaster

STRATEGIC IMPLICATIONS:

None

VOTING REQUIREMENTS:

Absolute majority Recommendations 1, 2 & 3

OFFICER'S RECOMMENDATION & COUNCIL DECISION:

No: 0902

Moved: Cr Mazza

Seconded: Cr Mader

(1) That Council establishes an Audit Committee comprising Councillors Dwyer, Lee, Tucker, Mazza and Mader subject to the following conditions:

- 1. The purpose of the Audit Committee shall be to provide guidance and assistance to the local government:**
 - a) As to the carrying out of its functions in relation to audits;**
 - b) As to the development of a process to be used to select and appoint a person to be the auditor.**
- 2. The quorum for a meeting of the Audit Committee to be two members.**
- 3. The Audit Committee will meet at least once annually and otherwise as required.**
- 4. No powers are delegated to the audit committee – its function will be to make recommendations in accordance with the purpose of providing guidance and assistance.**
- 5. The Chief Executive Officer and Manager Finance & Administration, whilst not being members of the committee, will provide administrative support to the committee as required.**

(2) That the Housing Committee be discontinued.

(3) That Council:

- 1. In accordance with the provision of section 5.8 of the Local Government Act 1995 and section 38 of the Emergency Management Act 2005, establish a Local Emergency Management Committee (LEMC);**
- 2. In accordance with the provisions of section 5.9 of the Local Government Act 1995, resolves that the committee is to comprise staff and other persons;**
- 3. In accordance with the provisions of section 5.10(1)(a) of the Local Government Act 1995 resolves that the committee shall have as its members:**

Core members –

- Shire President – Chairperson**
- Delegate of Officer in Charge, Leonora Police – Deputy Chairperson**
- Chief Bushfire Control Officer**
- Shire Councillor Tucker**
- Delegate of the Principal, Menzies Community School**
- Delegate of Menzies St John Ambulance Sub-Centre**
- Delegate of Regional Manager, Department of Health (Menzies Nursing Post)**

Secondary members –

- **Delegate of the Regional Manager, Department of Fire and Emergency Services**
- **Delegate of the Regional Manager, Department of Environment**
- **Delegate of the Regional Manager, Department of Child Protection & Family Support**
- **Delegate of the Regional Manager, Department of Indigenous Affairs**
- **Delegate of Emergency Management Australia**

4. The quorum of the committee is a simple majority of appointed core members

5. The committee will meet as and when required; and

(4) That Councillors Tucker, Lee, Dwyer and Mazza be appointed to the Shire of Menzies Lake Ballard Management Advisory Committee.

3:02pm

CARRIED BY ABSOLUTE MAJORITY 7/0

12.5 MANAGEMENT & POLICY BUSINESS

12.5.6 GOVERNMENT REGIONAL OFFICER HOUSING

SUBMISSION TO:	Ordinary Council Meeting, 29 October 2015
LOCATION:	Lot 98 Mercer and Lot 87 Reid Street, Menzies
APPLICANT:	GROH and Shire of Menzies
FILE REF:	ADM320
DISCLOSURE OF INTEREST:	None
DATE:	22 October 2015
AUTHOR:	P Durtanovich – Acting Chief Executive Officer
SIGNATURE OF AUTHOR:	
PREVIOUS MEETING REFERENCE:	None

ATTACHMENTS:
Nil

SUMMARY:

Previous administration commenced negotiating with the Department of Housing for the construction of two transportable dwellings for use by the Department on a self supporting loan basis.

BACKGROUND:

As far as the author of this report can ascertain the process commenced in 2013.

The Department of Housing has confirmed that they wish to proceed with two dwellings. It is intended that the Shire of Menzies facilitate the construction of the two dwellings, funded by loan funds with the Department leasing the properties for a period of ten years, at a lease fee equivalent to the loan repayment amount.

It is proposed that the new dwellings be located on 98 Mercer Street and 87 Reid Street. Both lots are owned freehold by the Shire of Menzies.

COMMENT:

Building designs, to Department of Housing Standards have been finalised, to enable costings to be obtained. The likely total cost of construction, for the two buildings, is approximately \$1 million.

Depending how tenders are called, design and construct or construct only, the cost may vary.

The purpose of this report is to ascertain if Council wishes to proceed with the proposed project to the tender phase. Following receipt of tenders a final decision can be made, both by council and the Department of Housing, whether to proceed or not.

If the decision is to go to the tender phase, tender documents will be submitted to Council for approval.

CONSULTATION:

Department of Housing.

STATUTORY ENVIRONMENT:

Local Government Act 1995, Section 620 for raising of loan.
Local Government Act 1995, Tender Regulations.

POLICY IMPLICATIONS:

Council does not have a policy relevant to this matter.

FINANCIAL IMPLICATIONS:

There are no financial implications at this point.

STRATEGIC IMPLICATIONS:

Nil

VOTING REQUIREMENTS:

Simple majority

OFFICER'S RECOMMENDATION & COUNCIL DECISION:

No: 0903

Moved: Cr Mazza

Seconded: Cr Lee

That:

- 1. The provision of two dwellings for leasing to the Department of Housing for the purpose of Government Regional Officer Housing be proceeded with to the tender stage; and**
- 2. The Acting Chief Executive Officer prepare tender documentation for consideration by Council at the December 2015 Ordinary Council meeting.**

3:06pm

CARRIED 7/0

12.5 MANAGEMENT & POLICY BUSINESS

12.5.7 COUNCILLOR'S INFORMATION BULLETIN 10/15

SUBMISSION TO:	Ordinary Meeting of Council, 29 October 2015
LOCATION:	Shire of Menzies
APPLICANT:	N/A
FILE REF:	ADM029
DISCLOSURE OF INTEREST:	None
DATE:	16 October 2015
AUTHOR:	Pascoe Durtanovich, A/Chief Executive Officer
SIGNATURE OF AUTHOR:	
PREVIOUS MEETING REFERENCE:	Item 12.5.8 Ordinary Council Meeting 24 September 2015

ATTACHMENTS:

Councillors Information Bulletin provided to Councillors under separate cover.

SUMMARY:

For Council to receive the Information Bulletin and discuss any issues arising there from.

BACKGROUND:

Nil

COMMENT:

The intent of the Information Bulletin is to keep Council updated with the latest information relevant to the role of elected members.

Due to some confidential documents contained therein, the Information Bulletin is not for the general public's viewing and should be kept secure at all times.

CONSULTATION:

Nil

STATUTORY ENVIRONMENT:

Local Government Act 1995

Section 2.7(2) – Provides that Council is to oversee the allocation of local government finances and resources and to determine local government policies; and

Section 3.1 – Provides that the general function of the local government is to provide for the good government of persons in its district.

POLICY IMPLICATIONS:

Council has no Policies in relation to this matter

FINANCIAL IMPLICATIONS:

Nil

STRATEGIC IMPLICATIONS:

Nil

VOTING REQUIREMENTS:

Simple majority

OFFICER'S RECOMMENDATION & COUNCIL DECISION:

No: 0904

Moved: Cr Mazza

Seconded: Cr Tucker

That the Information Bulletin 10/15 be received.

3:07pm

CARRIED 7/0

13. ELECTED MEMBERS MOTION OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

Nil

14. NEW BUSINESS OF AN URGENT NATURE INTRODUCED BY DECISION OF THE MEETING

Nil

15. ITEMS FOR CONSIDERATION BEHIND CLOSED DOORS

Dealt with earlier in the Agenda.

16. NEXT MEETING

The next Ordinary Meeting of Council will be held on Thursday 26 November 2015 at the Shire of Menzies commencing at 10:00am.

17. CLOSURE OF MEETING

There being no further business the Shire President closed the meeting 3:07pm.

I, _____ hereby certify that the Minutes of the Ordinary Meeting of Council held 29 October 2015 are confirmed as a true and correct record, as per the Council Resolution of the Ordinary Meeting of Council held on 26 November 2015.

Signed



Dated:

26th November 2015