



**S H I R E   O F   G N O W A N G E R U P**

**MINUTES**

**ORDINARY MEETING OF COUNCIL**

**28<sup>th</sup> March 2018  
Commencing at 3:30pm**

**Council Chambers  
28 Yougenup Road, Gnowangerup WA 6335**

**COUNCIL'S VISION**

Gnowangerup Shire – A progressive, inclusive and prosperous community built on opportunity



Shire of Gnowangerup

**NOTICE OF AN ORDINARY MEETING OF COUNCIL**

Dear Council Member

The next Ordinary Meeting of the Shire of Gnowangerup will be held on Wednesday 24<sup>th</sup> April 2018, at the Council Chambers 28 Yougenup Road Gnowangerup, commencing at 3:30pm.

.....

**S. Pike**  
**CHIEF EXECUTIVE OFFICER**

---

**Meaning of and CAUTION concerning Council's "In Principle" support:**

*When Council uses this expression it means that:*

*(a) Council is generally in favour of the proposal BUT is not yet willing to give its consent; and*

*(b) Importantly, Council reserves the right to (and may well) either decide against the proposal or to formally support it but with restrictive conditions or modifications.*

*Therefore, whilst you can take some comfort from Council's "support" you are clearly at risk if you act upon it before Council makes its actual (and binding) decision and communicates that to you in writing.*

Disclaimer:

*"Warning - Verbal Information & Advice:*

*Given the inherent unreliability and uncertainty that surrounds verbal communication, the Shire strongly recommends that, if a matter is of importance to you, then you should NOT act upon or otherwise rely upon any VERBAL information or advice you receive from the Shire unless it is first confirmed in writing."*



SHIRE OF GNOWANGERUP

DECLARATION OF INTEREST FORM

To: Chief Executive Officer  
Shire of Gnowangerup  
28 Yougenup Road  
GNOWANGERUP WA 6335

I,(1) \_\_\_\_\_ wish to declare an interest in the following item to be considered by Council at its meeting to be held on (2) \_\_\_\_\_

Agenda Item(3) \_\_\_\_\_

The type of Interest I wish to declare is (4).

- Financial pursuant to Section 5.60A of the Local Government Act 1995
- Proximity pursuant to Section 5.60B of the Local Government Act 1995
- Indirect Financial pursuant to Section 6.51 of the Local Government Act 1995
- Closely Associated Persons pursuant to Section 5.62 of the Local Government Act 1995
- Impartiality pursuant to Regulation 11 of the Local Government (Rules of Conduct) Regulations 2007.

The nature of my interest is (5) \_\_\_\_\_

\_\_\_\_\_

The extent of my interest is (6) \_\_\_\_\_

\_\_\_\_\_

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

Yours sincerely

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

Notes:

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

**DECLARATION OF INTERESTS (NOTES FOR YOUR GUIDANCE)**

A Member, who has a Financial Interest in any matter to be discussed at a Council or Committee Meeting that will be attended by the Member, must disclose the nature of the interest:

- a) In a written notice given to the Chief Executive Officer before the Meeting or;
- b) At the Meeting, immediately before the matter is discussed.

A member, who makes a disclosure in respect to an interest, must not:

- a) Preside at the part of the Meeting, relating to the matter or;
- b) Participate in, or be present during any discussion or decision-making procedure relative to the matter, unless to the extent that the disclosing member is allowed to do so under Section 5.68 or Section 5.69 of the Local Government Act 1995.

**NOTES ON FINANCIAL INTEREST (NOTES FOR YOUR GUIDANCE)**

The following notes are a basic guide for Councillors when they are considering whether they have a **Financial Interest** in a matter. These notes will be included in each agenda for the time being so that Councillors may refresh their memory.

1. A Financial Interest requiring disclosure occurs when a Council decision might advantageously or detrimentally affect the Councillor or a person closely associated with the Councillor and is capable of being measured in money terms. There are exceptions in the Local Government Act 1995 but they should not be relied on without advice, unless the situation is very clear.
2. If a Councillor is a member of an Association (which is a Body Corporate) with not less than 10 members i.e. sporting, social, religious etc.), and the Councillor is not a holder of office of profit or a guarantor, and has not leased land to or from the club, i.e., if the Councillor is an ordinary member of the Association, the Councillor has a common and not a financial interest in any matter to that Association.
3. If an interest is shared in common with a significant number of electors or ratepayers, then the obligation to disclose that interest does not arise. Each case needs to be considered.
- 4. If in doubt declare.**
5. As stated in (b) above, if written notice disclosing the interest has not been given to the Chief Executive Officer before the meeting, then it **MUST** be given when the matter arises in the Agenda, and immediately before the matter is discussed.
6. Ordinarily the disclosing Councillor must leave the meeting room before discussion commences. The only exceptions are:
  - 6.1 Where the Councillor discloses the extent of the interest, and Council carries a motion under s.5.68(1)(b)(ii) or the Local Government Act; or
  - 6.2 Where the Minister allows the Councillor to participate under s.5.69(3) of the Local Government Act, with or without conditions.

**INTERESTS AFFECTING IMPARTIALITY**

DEFINITION: An interest that would give rise to a reasonable belief that the impartiality of the person having the interest would be adversely affected, but does not include an interest as referred to in Section 5.60 of the 'Act'. A member who has an Interest Affecting Impartiality in any matter to be discussed at a Council or Committee Meeting, which will be attended by the member, must disclose the nature of the interest; (a) in a written notice given to the Chief Executive Officer before the Meeting; or  
(b) at the Meeting, immediately before the matter is discussed.

**IMPACT OF AN IMPARTIALITY DISCLOSURE**

There are very different outcomes resulting from disclosing an interest affecting impartiality compared to that of a financial interest. With the declaration of a financial interest, an elected member leaves the room and does not vote. With the declaration of this new type of interest, the elected member stays in the room, participates in the debate and votes. In effect then, following disclosure of an interest affecting impartiality, the member's involvement in the Meeting continues as if no interest existed.

TABLE OF CONTENTS

OPENING PROCEDURES

<b>1. OPENING AND ANNOUNCEMENT OF VISITORS</b>	<b>1</b>
<b>2. ATTENDANCE / APOLOGIES / APPROVED LEAVE OF ABSENCE</b>	<b>1</b>
2.1. ATTENDANCE	1
2.2. APOLOGIES	1
2.3. APPROVED LEAVE OF ABSENCE	1
<b>3. APPLICATION FOR LEAVE OF ABSENCE</b>	<b>1</b>
<b>4. RESPONSE TO QUESTIONS TAKEN ON NOTICE</b>	<b>1</b>
<b>5. PUBLIC QUESTION TIME</b>	<b>1</b>
<b>6. DECLARATION OF FINANCIAL INTERESTS AND INTEREST AFFECTING IMPARTIALITY</b>	<b>1</b>
<b>7. PETITIONS / DEPUTATIONS / PRESENTATIONS</b>	<b>1</b>
7.1. PETITIONS	1
7.2. DEPUTATIONS	1
7.3. PRESENTATIONS	1
<b>8. CONFIRMATION OF PREVIOUS MEETING MINUTES</b>	<b>2</b>
8.1. ORDINARY MEETING OF COUNCIL MINUTES 20th DECEMBER 2017	2
<b>9. USE OF THE COMMON SEAL</b>	<b>3</b>
9.1. COMMON SEAL	3
<b>10. ANNOUNCEMENTS BY ELECTED MEMBERS WITHOUT DISCUSSION</b>	<b>6</b>
10.1. ELECTED MEMBERS ACTIVITY REPORTS	6

REPORTS FOR DECISION

<b>11. COMMITTEES OF COUNCIL</b>	<b>7</b>
11.1. LOCAL EMERGENCY MANAGEMENT COMMITTEE (LEMC) MEETING	7
11.2. AUDIT COMMITTEE MEETING 28TH MARCH 2018	16
<b>12. STRATEGY AND GOVERNANCE</b>	<b>26</b>
12.1. REQUEST FOR COMMENT ON CHANGES TO CBH AND ONGERUP GOLF CLUB MANAGEMENT ORDERS/LEASES	26
12.2. DESIGNATED SENIOR OFFICERS REGISTER	33
12.3. APPLICATION FOR DEVELOPMENT APPROVAL – PUBLIC VIEWING OF JOEYS GNOWANGERUP NEWSAGENCY/CAFE	40
12.4. WA PLANNING COMMISSION REQUEST FOR COMMENT ON PROPOSED RESUBDIVISION OF LOTS 4767 & 6151 HART ROAD, MINDARABIN.	46
<b>13. CORPORATE SERVICES &amp; COMMUNITY DEVELOPMENT</b>	<b>56</b>
13.1. BUDGET AMENDMENT – LOCAL GOVERNMENT INSURANCE SERVICE (LGIS) DIVIDEND	56
13.2. AMENDMENT OF RESERVE 14184 AND REVOCATION OF EXISTING MANAGEMENT ORDER	72
<b>14. INFRASTRUCTURE AND ASSET MANAGEMENT</b>	<b>107</b>
14.1. SALE OF TIP TRUCK GN 0035	107
14.2. BUDGET AMENDMENT – PURCHASE OF TIP TRUCK GN0035	110
<b>15. STATUTORY COMPLIANCE</b>	<b>113</b>
<b>16. FINANCE</b>	<b>113</b>
16.1. ACCOUNTS FOR PAYMENT AND AUTHORISATION – FEBRUARY 2018	113
16.2. FEBRUARY 2018 MONTHLY FINANCIAL REPORT	124

**Gnowangerup Shire – A progressive, inclusive and prosperous community built on opportunity**

<b>17. CONFIDENTIAL ITEMS</b>	<b>137</b>
17.1 NEW CONTRACT - WASTE AND RECYCLING COLLECTION SERVICES 2018-2023	138

**OTHER BUSINESS AND CLOSING PROCEDURES**

<b>18. URGENT BUSINESS INTRODUCED BY DECISION OF COUNCIL</b>	<b>140</b>
<b>19. MOTION OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN</b>	<b>140</b>
<b>20. DATE OF NEXT MEETING</b>	<b>140</b>
<b>21. CLOSURE</b>	<b>140</b>

OPENING PROCEDURES

**1. OPENING AND ANNOUNCEMENT OF VISITORS**

Shire President, Keith House welcomed Councillors, Staff and visitors and opened the meeting at 3:29pm.

**2. ATTENDANCE / APOLOGIES / APPROVED LEAVE OF ABSENCE**

**2.1 ATTENDANCE**

Cr Keith House  
Cr Fiona Gaze  
Cr Lex Martin  
Cr Greg Stewart  
Cr Ben Moore  
Cr Richard House  
Cr Shelley Hmeljak

Shelley Pike	Chief Executive Officer
Vin Fordham Lamont	Acting Chief Executive Officer
Carol Shaddick	Senior Finance Officer
Yvette Wheatcroft	Manager of Works
Renae Walker	Executive Assistant

**PUBLIC**

**2.2 APOLOGIES**

Phil Shephard                      Town Planner  
Cr Frank Hmeljak

**2.3 APPROVED LEAVE OF ABSENCE**

Cr Chris Thomas

**3. APPLICATION FOR LEAVE OF ABSENCE**

Cr Lex Martin – 24th April 2018 Council Meeting  
Cr Fiona Gaze – 24th April 2018 Council Meeting

**4. RESPONSE TO QUESTIONS TAKEN ON NOTICE**

**5. PUBLIC QUESTION TIME**

**6. DECLARATION OF FINANCIAL INTERESTS AND INTEREST AFFECTING IMPARTIALITY**

Cr S Hmeljak – Item 12.3

**7. PETITIONS / DEPUTATIONS / PRESENTATIONS**

**7.1 PETITIONS**

**7.2 DEPUTATIONS**

**7.3 PRESENTATIONS**

**8. CONFIRMATION OF PREVIOUS MEETING MINUTES**

8.1 ORDINARY MEETING OF COUNCIL MINUTES 14<sup>th</sup> February 2018

**COUNCIL RESOLUTION**

**Moved: Cr G Stewart**

**Seconded: Cr F Gaze**

**0318.14 That the minutes of the Ordinary Council Meeting held on 14<sup>th</sup> February 2018 be confirmed as a true records of proceedings.**

**UNANIMOUSLY CARRIED: 7/0**



## 9. USE OF THE COMMON SEAL

---

<b>9.1</b>	<b>COMMON SEAL</b>
<b>Location:</b>	Shire of Gnowangerup
<b>Proponent:</b>	N/A
<b>Business Unit:</b>	Strategy and Governance
<b>Date of Report:</b>	21 <sup>st</sup> March 2018
<b>Officer:</b>	S Pike - Chief Executive Officer
<b>Disclosure of Interest:</b>	Nil

---

### ATTACHMENT

- Copy of Common Seal Register

### PURPOSE

This report is a standard report and for noting purposes only.

### BACKGROUND

Section 2.5 of *the Local Government Act 1995* states that a Local Government is a Body Corporate with perpetual succession and a common seal. A document is validly executed by a Body Corporate when the common seal of the Local Government is affixed to it by the Chief Executive Officer, and the President/Chairman and the Chief Executive Officer attest the affixing of the seal.

Since the last meeting of Council the common seal has been applied to the:

- Gnowangerup Sporting Complex Management Committee Inc. – Lease Agreement
- Gnowangerup Heritage Group Incorporated – Lease Agreement
- Department of Transport – Agreement for Provision of Services
- Department of Transport – Agreement for Provision of Services

The Chief Executive Officer is primarily responsible for the governance role of the Shire of Gnowangerup which includes ensuring all legislative requirements are complied with including: adopting plans and reports, accepting tenders, directing operations, setting and amending budgets. This use of the Common Seal is a Standard Report for noting by Council.

All documents validly executed will have the common seal affixed and the President and the Chief Executive Officer's attestations affixing the seal. Use of the common seal is to be recorded in the common seal register and must have the Council resolution number included and the date that the seal was applied.

### POLICY IMPLICATIONS

Nil

### LEGISLATIVE IMPLICATIONS

Section 2.5(2) of the Local Government Act 1995. The local government is a body corporate with perpetual succession and a common seal Section 9.49. Documents, how authenticated. A document, is, unless this Act requires otherwise, sufficiently authenticated by a local

**Gnowangerup Shire – A progressive, inclusive and prosperous community built on opportunity**

government without its common seal if signed by the CEO or an employee of the local government who purports to be authorised by the CEO to so sign.

**CONCLUSION**

This is a standard report for Elected Members information.

## COMMON SEAL REGISTER

Register Reference No	Party (company etc.)	Description e.g. Contract Agreement	Date Signed	Resolution No.	Signed
004	Gnowangerup Sporting Complex Management Committee Inc.	<ul style="list-style-type: none"> <li>Lease Agreement for portion of Cropping Reserve 11486 and Reserve 28654</li> </ul>	08/03/2018		Yes
005	Gnowangerup Heritage Group Incorporated	<ul style="list-style-type: none"> <li>Lease Agreement – Portion of Reserve 14184, known as the “Old Gnowangerup Police Station and Gaol”</li> </ul>	1/03/2018		Yes
006	Department of Transport	<ul style="list-style-type: none"> <li>DOT 964617 Agreement for the provision of non-road law functions in the Shire of Gnowangerup</li> </ul>	01/02/2018		Yes
007	Department of Transport	<ul style="list-style-type: none"> <li>DOT 964617 Agreement for the provision of Licensing Services in the Shire of Gnowangerup in terms of Section 11 of the Road Traffic (Administration) Act 2008</li> </ul>	01/02/2018		Yes

**10. ANNOUNCEMENTS BY PRESIDING MEMBER WITHOUT DISCUSSION**

---

**10.1 ELECTED MEMBERS ACTIVITY REPORT**

**Date of Report:** 21<sup>st</sup> March 2018

**Officer:** Various

---

**Attended the following meetings/events**

Cr F Gaze: Attended the Great Southern Development Commission meeting held on 23<sup>rd</sup> February, chaired LEMC meeting held on 1<sup>st</sup> March, Youth Focus Web BASED Counselling Meeting held on 6<sup>th</sup> March, Gnowangerup Swimming Carnival held on 8<sup>th</sup> March, Strategic Briefing Session held on 14<sup>th</sup> March and Borden Pavilion Committee AGM held on 20<sup>th</sup> March.

Cr C Thomas: N/A

Cr R House: Attended the Gnowangerup Sporting Complex Management Committee AGM held on 26<sup>th</sup> Feb, Great Southern Recreational Advisory meeting held on 1<sup>st</sup> March and Strategic Briefing Session held on 14<sup>th</sup> March.

Cr B Moore: Attended the Yongergnow Mallee Fowl meeting held on 28<sup>th</sup> February, Strategic Briefing Session held on 14<sup>th</sup> March and Yongergnow Mallee Fowl meeting held on 28<sup>th</sup> March

Cr L Martin: Attended the LEMC meeting held on 1<sup>st</sup> March and Strategic Briefing Session held on 14<sup>th</sup> March.

Cr F Hmeljak: N/A

Cr G Stewart: Attended the Strategic Briefing Session held on 14<sup>th</sup> March.

Cr S Hmeljak: N/A

Cr K House: Attended the Great Southern WALGA meeting held on 2<sup>nd</sup> March, Ongerup Sporting Complex Committee AGM held on 6<sup>th</sup> March, WALGA ARP launch held on 7<sup>th</sup> March, WALGA State Meeting held on 7<sup>th</sup> March, Shire of Kojonup Councillor meeting held on 8<sup>th</sup> March and Gnowangerup Health Services meeting held on 12<sup>th</sup> March.

## 11. COMMITTEES OF COUNCIL

### 11.1 LOCAL EMERGENCY MANAGEMENT COMMITTEE (LEMC) MEETING

<b>Location:</b>	Shire of Gnowangerup
<b>Proponent:</b>	N/A
<b>File Ref:</b>	ADM0119
<b>Date of Report:</b>	21 <sup>st</sup> March 2018
<b>Business Unit:</b>	Corporate and Community Services
<b>Officer:</b>	V Fordham Lamont – Deputy Chief Executive Officer
<b>Disclosure of Interest:</b>	Nil

#### ATTACHMENTS

- Unconfirmed Minutes of the LEMC meeting held on the 1<sup>st</sup> March 2018.

#### PURPOSE OF THE REPORT

For Council to receive and note the minutes of the LEMC meeting held on the 1<sup>st</sup> March 2018.

#### BACKGROUND

The Shire of Gnowangerup LEMC meets on a quarterly basis and minutes of the meeting are provided to Council for its information.

#### COMMENTS

Nil

#### CONSULTATION

Nil

#### LEGAL AND STATUTORY REQUIREMENTS

It is a requirement under the Section 38 of the *Emergency Management Act 2005* that all Local Governments establish a local emergency management committee for the local government's district.

#### POLICY IMPLICATIONS

Nil

#### FINANCIAL IMPLICATIONS

Nil

#### STRATEGIC IMPLICATIONS

Shire of Gnowangerup Strategic Community Plan 2017 – 2027

Theme 3: Our Community

Objective 1: Build connectivity between the three communities.

Strategic Initiative 1.1: Strengthen the sense of place and culture and belonging through inclusive community interaction and participation.

**RISK MANAGEMENT CONSIDERATIONS:**

Nil

**IMPACT ON CAPACITY**

Nil

**ALTERNATE OPTIONS AND THEIR IMPLICATIONS**

Nil

**CONCLUSION**

LEMC is a committee of Council and Council is required to receive and note the unconfirmed minutes from the meeting held on the 1<sup>st</sup> March 2018.

**VOTING REQUIREMENTS**

Simple majority

**COUNCIL RESOLUTION**

**Moved: Cr F Gaze**

**Seconded: Cr L Martin**

**0318.15 That Council:**

**Receives and adopts the unconfirmed minutes of the Local Emergency Management Committee (LEMC) meeting held on the 1<sup>st</sup> March 2018.**

**UNANIMOUSLY CARRIED: 7/0**



## SHIRE OF GNOWANGERUP

### LOCAL EMERGENCY MANAGEMENT COMMITTEE MEETING MINUTES

THURSDAY 1<sup>st</sup> MARCH 2018 at 4.30pm

SHIRE OF GNOWANGERUP COUNCIL CHAMBERS

#### 1. ATTENDANCE

Fiona Gaze	Principal, Gnowangerup District High School / Gnowangerup Shire Councillor
Andrew Brooker	St John Ambulance
Robyn Millar	Director of Nursing / Health Service Manager, Katanning Health Service, WACHS Great Southern
Lex Martin	Gnowangerup Shire Councillor
Tracey Keown	Gnowangerup Police Station
Neville Blackburn	Department of Communities
Yvette Wheatcroft	Manager of Works, Shire of Gnowangerup
Anrie van Zyl	Corporate Support Officer, Shire of Gnowangerup (Agenda and Minutes Officer)

#### 2. APOLOGIES

Cassandra Hughes	St John Ambulance Regional Manager – Great Southern
Vin Fordham Lamont	Deputy CEO, Shire of Gnowangerup (Local Recovery Coordinator)
Sara Pellant	Nurse Manager, Gnowangerup Health Services
Adam Smith	Office of Emergency Management – Albany
Janette Hindmarsh	Principal, Borden Primary School
Keith House	Gnowangerup Shire President (Chairman)
Les Nayda	Gnowangerup SES
Mark Bruce	Principal, Ongerup Primary School
Gail Blaszczyk	Department of Communities
Jaqueline Bosen	Acting Nurse Manager, Gnowangerup Health Services

#### 3. CONFIRMATION OF PREVIOUS MINUTES - Thursday 7<sup>th</sup> September 2017

That the minutes of the Local Emergency Management Committee meeting held on Thursday 7<sup>th</sup> September 2017 be confirmed as a true and accurate record of proceedings.

**Moved:** Neville Blackburn

**Seconded:** Tracey Keown

**Carried**

**MINUTES OF MEETING - Thursday 7<sup>th</sup> December 2017** – confirmation not required due to low attendance and not enough members to form a quorum.

#### 4. BUSINESS ARISING FROM PREVIOUS MINUTES

##### 4.1 State Risk Project: Risk Assessment Workshops

10 responses received from LEMC members in regards to the two possible workshop options:

RESPONSES RECEIVED		
Option 1	Option 2	Both Options
2	6	2

Date/s to be confirmed for Risk Assessment Workshop/s.

Committee to decide whether the workshop to be done in 1 full day or over 2 half days.

Possible dates: 10 – 12 April 2018 or any dates from the 7<sup>th</sup> May 2018 onwards.

A decision was made to run the 1<sup>st</sup> Risk Assessment Workshop on the **10<sup>th</sup> April 2018** from 9:00am to 12:00pm. A date for the 2<sup>nd</sup> Workshop to be decided upon at 1<sup>st</sup> Workshop meeting.

##### 4.2 Physical exercise in lieu of desktop exercise (Les Nayda)

To be carried over to next LEMC meeting.

##### 4.3 Borden Primary school was telephonically advised of the error in contact details in their Bushfire Plan.

No further action required.

#### 5. CORRESPONDENCE

##### INWARDS:

5.1 DECEMBER SEMC COMMUNIQUE – forwarded to all LEMC Members on the 20<sup>th</sup> December 2017

5.2 Invitation to workshop – “*INTRODUCTION TO COMMUNICATING IN RECOVERY GUIDELINES (UPPER GREAT SOUTHERN,) 20 MARCH 2018 AT CRANBROOK COMMUNITY HUB*” - Received on the 20<sup>th</sup> February 2018 and forwarded to relevant LEMC members.

- Vin Fordham Lamont and Tracey Keown will be attending workshop.

##### OUTWARDS:

5.3 UPCOMING LEMC MEETING AND RISK ASSESSMENTS – email sent out to all LEMC members on the 19<sup>th</sup> February 2018

#### 6. GENERAL BUSINESS

Lex Martin addressed his concern in relation to the unauthorised taking of water sources, specifically meant for emergency purposes, creating a possible shortage to emergency water for the Bushfire Brigades. Yvette Wheatcroft commented that the Shire is in the process of liaising with Water Corporation to gain access to another source of water to replace water lost from the unauthorised taking of said emergency water.

#### 7. REPORTS FROM MEMBERS

##### Neville Blackburn

Neville briefly explained the changes to the Emergency Services Unit (ESU) which previously fell under the old Department for Child Protection and Family Support, but is now located within the new, larger Department of Communities (DC) which encompasses the old Departments of Child Protection, Housing and Disabilities. This will mean that DC will now have access to 6000 Staff, rather than the 2000 under the old arrangements, to



respond to emergencies and disasters in Western Australia. The ESU will soon commence training Staff right across the new Department.

Potentially the role of the ESU may be expanded to play a greater role working with Communities that are struggling not only as a result of natural disasters but other crises within their Community such as mine/business closures, drug addiction, suicides and population reduction, etc.

Neville also mentioned that the Department for Primary Industries and Regional Development has appointed a State Emergency Animal Welfare Coordinator whose primary aim will be to develop a State Emergency Animal Welfare Plan which when complete, will detail the arrangements for the welfare of animals in emergencies in Western Australia. Hopefully this State plan and its arrangements will feed down and inform local level arrangements.

#### **Andrew Brooker**

St John Ambulance Services is currently reviewing its Emergency Management Plans. Should there be a major event happening tomorrow in this district, it will not take much to deplete all its available resources and the organisation might even have to look outside of this area for assistance with additional resources.

#### **Robyn Millar**

The "PARTY" Program is due to be set up in the Great Southern. WACHS will soon be in contact with all the high school principals in the area.

"The aim of the Program is to promote injury prevention through reality education, enabling youth to recognise risks, make informed choices, and learn about potential traumatic consequences. This Program allows youth to experience the journey of an imaginary trauma patient from the hospital Emergency Department, Intensive Care Unit and Trauma Wards at a hospital. The knowledge gained from injury to rehabilitation, especially where drugs/alcohol or risk taking behaviour was a contributing factor, could lead to a reduction in related trauma incidences; this could ultimately lead to a reduction in injury and mortality rate."

Please see attached brochures for more information.

The program will be run from Katanning in conjunction with St John Ambulance. This is an amazing initiative and country areas could greatly benefit by having access to such a program.

#### **Lex Martin**

Nil

#### **Tracey Keown**

Nil

#### **Yvette Wheatcroft**

Good progress is being made on rectifying the damage caused by the floods in 2016 and 2017. Works could be completed over the next 12 months if no other major weather event occurs during this period.

**8. OTHER**

**1<sup>st</sup> Risk Assessment Workshop**

A calendar invite will be sent out to all LEMC members for the 1<sup>st</sup> Risk Assessment Workshop to take place on the 10<sup>th</sup> April 2018, starting at 9:00am at the Shire of Gnowangerup Council Chamber

**9. CLOSING**

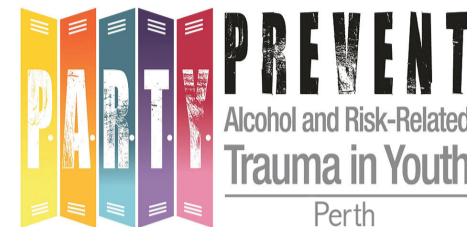
The meeting was declared closed at 4:58pm by the acting Chair, Fiona Gaze.

**10. DATE OF NEXT MEETING**

Thursday 7<sup>th</sup> June 2018 at 4:30pm.



# Prevent Alcohol and Risk-related Trauma in Youth” (P.A.R.T.Y.)



The “Prevent Alcohol and Risk-related Trauma in Youth” (P.A.R.T.Y.) Program based at Royal Perth Hospital is a dynamic, interactive health promotion program for youth. It is intended to promote injury prevention through reality education.

## Background

The P.A.R.T.Y. Program was developed in Toronto, Canada, in 1986 in response to high numbers of preventable trauma incidents. The licensed program has been operational at Royal Perth Hospital since 2006, and was the first Australian P.A.R.T.Y. Program site. There are now several sites in Australia and over 120 world-wide. As of 2017, nearly 14,000 Western Australian teens have participated. The program has satellite P.A.R.T.Y. Programs in Albany, Bunbury & Busselton. The Perth program is overwhelmingly popular and is routinely booked a year in advance. Opportunities to further expand WA’s P.A.R.T.Y. Program and accommodate more youth from both metropolitan and regional areas are currently being explored.

## Purpose

The aim of the Program is to promote injury prevention through reality education, enabling youth to recognise risks, make informed choices, and learn about potential traumatic consequences. This Program allows youth to experience the journey of an imaginary trauma patient from the hospital Emergency Department, Intensive Care Unit and Trauma Wards at Royal Perth Hospital. The knowledge gained from injury to rehabilitation, especially where drugs/alcohol or risk taking behaviour was a contributing factor, could lead to a reduction in related trauma incidences; this could ultimately lead to a reduction in injury and mortality rate. According to a Perth study published in 2012, “attendance of the P.A.R.T.Y. youth injury awareness program was associated with a change in the attitudes of the juvenile justice offenders about risk-taking behaviour and significantly reduced their subsequent risk of injuries and committing traffic- or violence-related offences” (Ho, et al., 2012).

## The P.A.R.T.Y. Day

The P.A.R.T.Y. Program day is facilitated by a P.A.R.T.Y. Coordinator- an experienced clinical nurse with a Trauma-related background. Groups of 20-30 students attend, chaperoned by several school teachers/staff. Years 10, 11, 12 are included. The day runs from 0900-1430hrs on Wednesdays throughout school terms. The Program incorporates a hospital tour, with a series of presentations from passionate doctors and nurses in each area; ideally students meet and talk to consenting trauma patients on the wards. A Headwest expert teaches about traumatic brain injury and students hear first-hand about the lived experience from a brain injured person. Students also talk with Drug & Alcohol Service experts, and learn about pre-hospital care from a front- line professional, a St John Ambulance Paramedic. A highlight for students is a hands-on physiotherapy session, where they gain an insight into life with a spinal injury and rehabilitation post trauma. The day concludes with an interactive discussion with a spinally injured presenter from the Paraplegic Benefit Fund. Written consent is gained prior to attendance and pre-, post-, and 3-5 month evaluation questionnaires are collected by the P.A.R.T.Y. team for research and quality control purposes.

## Juvenile Justice Program

RPH also conducts a community P.A.R.T.Y. Program for WA Police Juvenile Justice; the program is supported by Magistrates and WA Police. These teens are escorted by the Juvenile Justice Team. The community group attends once a month. The program is slightly adjusted for these teens as they have increased risk-taking behaviours; the day has the addition of a ‘Family Impact Speaker’, who gives a powerful and confronting presentation about how their family has been affected by preventable trauma, often road-related.

## Outreach Program

In response to great community demand, a mobile ‘Outreach’ P.A.R.T.Y. Program can be offered to high schools and appropriate youth groups who are unable to attend an on-site Program. Outreach can condense the message of the P.A.R.T.Y. Program to a one hour presentation. Whilst class-sized groups are best for engagement, Outreach has the capacity to reach large audiences. To enquire about whether P.A.R.T.Y. Outreach can travel to your community, please contact the RPH P.A.R.T.Y. team.

Contact the P.A.R.T.Y. Program Coordinator on 9224 1429, or email [rphPARTY@health.wa.gov.au](mailto:rphPARTY@health.wa.gov.au)





# The P.A.R.T.Y.

experience that  
can save your life

“We started to see some of the stuff that could happen if we went overboard. Some of the stuff we were shown blew my mind on just how bad things could get...” –Ben, Year 12 student.

“The P.A.R.T.Y program made us realise that having fun and making decisions

sometimes involves a consequence that we don't think about.” -Sarah, Year 11 student.

“I would not want to be responsible for a death or an injury to someone. Even though some of what I saw was frightening and graphic it was a real wake up call to me to be a responsible driver and to think more sensibly about my actions – not only on the road but in life in general.” –David, Juvenile Justice Program participant.



**For further information contact:**

P.A.R.T.Y. Program Coordinator on  
Ph: (08) 9224 1429  
Email: rphPARTY@health.wa.gov.au  
Visit: www.rph.wa.gov.au -> Services -> “P” for P.A.R.T.Y.

Ordinary Council Meeting 28th March 2018



# Mission Statement

To promote injury prevention through reality education, enabling youth to recognise risks and make informed choices about activities and behaviours.



## About the P.A.R.T.Y. Program

The “Prevent Alcohol and Risk-Related Trauma in Youth” (P.A.R.T.Y.) Program based at Royal Perth Hospital is an injury prevention program for youth.

The program aims to increase awareness of personal responsibility and the impact risky behaviour has on quality of life for the individual, and the community.

The P.A.R.T.Y. Program is an evidence-based, licensed program. A mobile ‘Outreach’ P.A.R.T.Y. Program is available to high schools and youth groups who are unable to attend an on-site program.

## The P.A.R.T.Y. Day

The day consists of a six-hour excursion. Students attending the P.A.R.T.Y. Program experience:

- A discussion with a trauma nurse about risks, choices and consequences
- A presentation on the pre-hospital phase of trauma by a Paramedic
- A talk with a Drug and Alcohol expert
- An interactive tour of the Emergency Department, Intensive Care Unit, and trauma ward
- Equipment to use during role play lunch
- An interactive Physiotherapy session to see what life is like in a wheelchair
- A presentation by an injury survivor

---

**11.2**                              **AUDIT COMMITTEE MEETING MINUTES – COMPLIANCE AUDIT RETURN**  
**Location:**                      Shire of Gnowangerup  
**Proponent:**                    N/A  
**File Ref:**  
**Date of Report:**              21<sup>ST</sup> March 2018  
**Business Unit:**                Strategy and Governance  
**Officer:**                         S Pike - Chief Executive Officer  
**Disclosure of Interest:** Nil

---

ATTACHMENT

- Minutes of the Audit Committee Meeting held on Wednesday 28<sup>th</sup> March 2018 (Tabled at Meeting)

PURPOSE OF THE REPORT

For Council to accept the recommendation of the Audit Committee Meeting held on Wednesday 28<sup>th</sup> March 2018 and adopt the 2017 Compliance Audit Return.

BACKGROUND

The Audit Committee met on Wednesday 28<sup>th</sup> March 2018 and made the following recommendations to council;

**That the Audit Committee:**

**Accept the Compliance Audit Return for the period 1 January 2017 to 31 December 2017 and refers it to Council for adoption.**

COMMENTS

Nil

CONSULTATION WITH THE COMMUNITY AND GOVERNMENT AGENCIES

Nil

LEGAL AND STATUTORY REQUIREMENTS

Nil

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Nil

ALTERNATE OPTIONS AND THEIR IMPLICATIONS

Nil

**VOTING REQUIREMENTS**

Simple majority

**COUNCIL RESOLUTION**

**Moved: Cr R House**

**Seconded: Cr B Moore**

**0318.16 That Council:**

**Adopt the Compliance Audit Return for the period 1 January 2017 to 31 December 2017 and authorise the CEO to submit to the Department of Local Government, Sport and Cultural Industries.**

**UNANIMOUSLY CARRIED: 7/0**

COUNCIL'S VISION

Gnowangerup Shire – A thriving, inclusive and growing community built on opportunity



**SHIRE OF GNOWANGERUP**

# **MINUTES**

## **Audit Committee**

**Wednesday 28<sup>th</sup> March 2018**  
**Commencing at 3:00pm**

**Council Chambers**  
**28 Yougenup Road**  
**GNOWANGERUP WA 6335**



Shire of Gnowangerup

---

**NOTICE OF COMMITTEE MEETING OF COUNCIL**

Dear Committee Member

A meeting of the Audit Committee of the Shire of Gnowangerup will be held on Wednesday 28<sup>th</sup> March 2018, in the Council Chambers, 28 Yougenup Road, Gnowangerup, commencing at 3:00pm.

.....

S Pike

**CHIEF EXECUTIVE OFFICER**

---

**Meaning of and CAUTION concerning Council's "In Principle" support:**

*When Council uses this expression it means that:*

*(a) Council is generally in favour of the proposal BUT is not yet willing to give its consent; and*

*(b) Importantly, Council reserves the right to (and may well) either decide against the proposal or to formally support it but with restrictive conditions or modifications.*

*Therefore, whilst you can take some comfort from Council's "support" you are clearly at risk if you act upon it before Council makes its actual (and binding) decision and communicates that to you in writing.*

**Disclaimer:**

*"Warning - Verbal Information & Advice:*

*Given the inherent unreliability and uncertainty that surrounds verbal communication, the Shire strongly recommends that, if a matter is of importance to you, then you should NOT act upon or otherwise rely upon any VERBAL information or advice you receive from the Shire unless it is first confirmed in writing."*

**COUNCIL'S VISION**

**Gnowangerup Shire – A thriving, inclusive and growing community built on opportunity**

**TABLE OF CONTENTS**

<b>1. OPENING</b> .....	<b>1</b>
<b>2. ATTENDANCE / REGRETS</b> .....	<b>1</b>
2.1 ATTENDANCE.....	1
2.2 APOLOGIES.....	1
<b>3. CONFIRMATION OF PREVIOUS MEETING MINUTES</b> .....	<b>1</b>
3.1 AUDIT COMMITTEE MEETING MINUTES HELD 22 <sup>nd</sup> NOVEMBER 2017.....	1
<b>4. OFFICER ITEMS</b> .....	<b>2</b>
4.1 2017 CALENDAR YEAR COMPLIANCE AUDIT RETURN.....	2
<b>5. CLOSURE</b> .....	<b>5</b>

## AGENDA

### 1. OPENING OF MEETING

Shire President Keith House, welcomed Councillors, Staff and visitors and opened the meeting at 3:06pm.

### 2. ATTENDANCE/APOLOGIES

#### 2.1 ATTENDANCE

Cr Keith House  
Cr Fiona Gaze  
Cr Richard House  
Cr Ben Moore  
Cr Lex Martin  
Cr Greg Stewart  
Cr Shelley Hmeljak

Shelley Pike	Chief Executive Officer
Vin Fordham Lamont	Deputy Chief Executive Officer
Yvette Wheatcroft	Manager of Works
Carol Shaddick	Senior Finance Officer
John Skinner	Asset and Waste Management Coordinator
Rena Walker	Executive Assistant

#### 2.2 APOLOGIES

Cr Frank Hmeljak  
Cr Chris Thomas

### 3. CONFIRMATION OF PREVIOUS MEETING MINUTES

#### 3.1 AUDIT COMMITTEE MEETING MINUTES 22<sup>nd</sup> NOVEMBER 2017

#### COMMITTEE RESOLUTION

**Moved:** Cr F Gaze

**Seconded:** Cr L Martin

**AC0318.1 That the minutes from Audit Committee meeting held on 22<sup>nd</sup> November 2017 be confirmed as true and correct.**

**UNANIMOUSLY CARRIED: 7/0**

---

#### **4. OFFICER ITEMS**

---

##### **4.1 2017 CALENDAR YEAR COMPLIANCE AUDIT RETURN**

<b>Location:</b>	Shire of Gnowangerup
<b>Proponent:</b>	N/A
<b>File Ref:</b>	
<b>Date of Report:</b>	21 <sup>st</sup> March 2018
<b>Business Unit:</b>	Corporate Services
<b>Officer:</b>	V Fordham Lamont
<b>Disclosure of Interest:</b>	Nil

---

#### ATTACHMENTS

- Copy of 2017 Compliance Audit Return

#### PURPOSE OF THE REPORT

Council's Audit Committee is required to review the 2017 Compliance Audit Return and report the results to Council.

#### BACKGROUND

The Local Government (Audit) Regulations 1996 require that each local government is to carry out a compliance audit for the period 1 January to 31 December each year.

The compliance audit is a useful tool in prompting and assisting both Councillors and staff to comply with the legislative requirements of local government. It also provides a snapshot to Council of how the organisation is functioning.

It is a requirement that the completed return is presented to the Audit Committee for review. It is then referred to Council for adoption.

#### COMMENTS

The compliance audit was undertaken in early January 2018 and only one issue required being brought to the Audit Committee's attention. Item 10 of the Disclosure of Interest section of the return asked:

"Did the CEO keep a register of financial interests which contained a record of disclosures made under sections 5.65, 5.70 and 5.71, in the form prescribed in Administration Regulation 28?"

This item relates to financial interests in Council agenda items which have been declared by Shire officers and/or elected members. The disclosures of Elected Members and Staff are collected however not recorded in the form prescribed in Administration Regulation 28. This will be implemented.

#### CONSULTATION WITH THE COMMUNITY AND GOVERNMENT AGENCIES

N/A

## LEGAL AND STATUTORY REQUIREMENTS

*Local Government (Audit) Regulations 1996*

Regulation 14. Compliance audits by local governments

(1) A local government is to carry out a compliance audit for the period 1 January to 31 December in each year.

(2) After carrying out a compliance audit the local government is to prepare a compliance audit return in a form approved by the Minister.

(3A) The local government's audit committee is to review the compliance audit return and is to report to the council the results of that review.

(3) After the audit committee has reported to the council under subregulation (3A), the compliance audit return is to be —

(a) presented to the council at a meeting of the council; and

(b) adopted by the council; and

(c) recorded in the minutes of the meeting at which it is adopted.

[Regulation 14 inserted in Gazette 23 Apr 1999 p. 1724-5;  
amended in Gazette 30 Dec 2011 p. 5580-1.]

## POLICY IMPLICATIONS

N/A

## FINANCIAL IMPLICATIONS

N/A

## STRATEGIC IMPLICATIONS

Shire of Gnowangerup Strategic Community Plan 2013-2022

Goal 5: Proactive Leadership, Good Governance and Efficient Service delivery

Outcome 5.1: Strategic governance and leadership

Strategy 5.1.5: Ensure compliance with Local Laws and statutory requirements

## RISK MANAGEMENT CONSIDERATIONS:

Non compliance

## IMPACT ON CAPACITY

N/A

## ALTERNATE OPTIONS AND THEIR IMPLICATIONS

N/A

## CONCLUSION

As no major issues were identified in the compliance audit, it is appropriate for the Audit Committee to accept the return and refer it to Council for adoption.

## VOTING REQUIREMENTS

Simple majority

**COMMITTEE RESOLUTION**

**Moved: Cr F Gaze**

**Seconded: Cr R House**

**AC0318.2 That the Audit Committee:**

**Accept the Compliance Audit Return for the period 1 January 2017 to 31 December 2017 and refers it to Council for adoption.**

**UNANIMOUSLY CARRIED: 7/0**

Cr F Gaze Spoke for the motion:

I note that there is only one area that requires action and I thank the Shire staff as there is a huge amount of work required for this compliance audit report.

---

## 5. CLOSURE

---

### PROCEDURAL MOTION

Moved: Cr F Gaze

Seconded: Cr R House

AC0318.3 That Council:

Close the meeting

**UNANIMOUSLY CARRIED: 7/0**

There being no further business President Cr K House closed the meeting at 3:11pm

## 12. STRATEGY AND GOVERNANCE

---

### 12.1 REQUEST FOR COMMENT ON CHANGES TO CBH AND ONGERUP GOLF CLUB MANAGEMENT ORDERS/LEASES.

**Location:** Boxwood Hill-Ongerup Road, Ongerup  
**Proponent:** Department of Planning, Lands & Heritage  
**File Ref:**  
**Date of Report:** 21<sup>st</sup> March 2018  
**Business Unit:** Strategy and Governance  
**Officer:** P Shephard - Planning Officer  
**Disclosure of Interest:** Nil

---

#### ATTACHMENTS

Nil

#### PURPOSE OF THE REPORT

To provide comment to the Department of Planning, Lands and Heritage on proposed changes to the existing management orders/lease arrangements and lease areas between the Water Corporation, CBH and the Ongerup Golf Club.

The recommendation is to support in part the proposed changes by the Department.

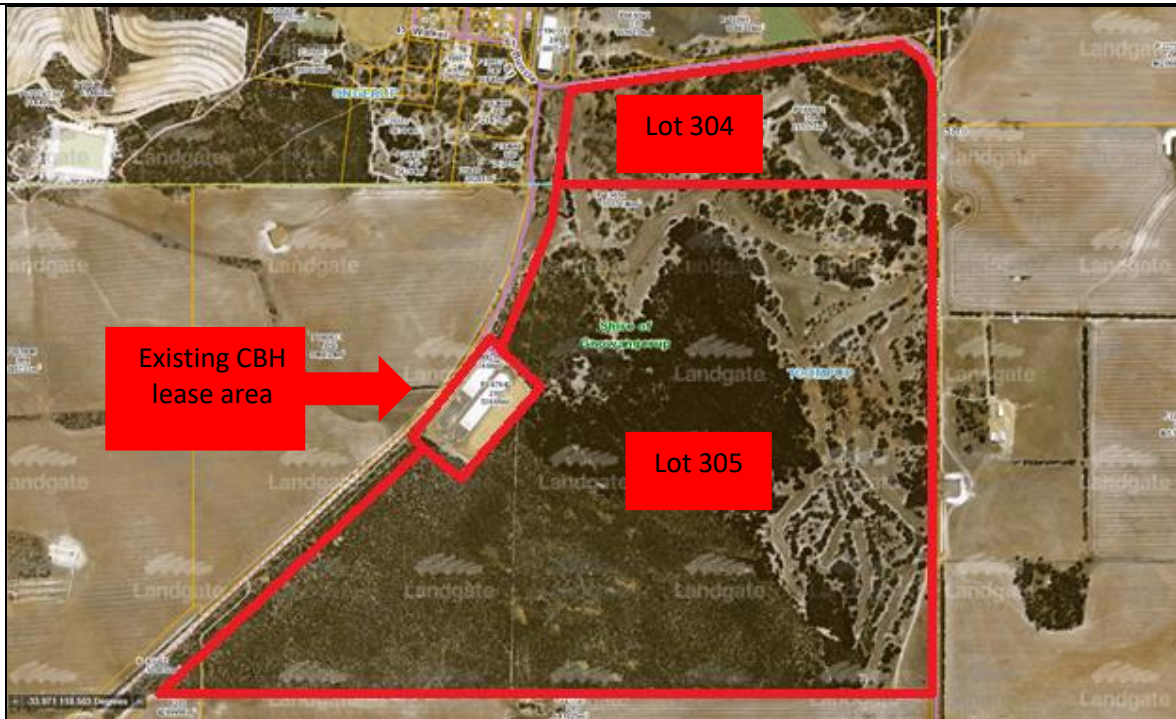
#### BACKGROUND

Nil

#### COMMENTS

The subject land (shown in the image below) is Crown Land and contained within Reserve 15650 (Lots 304 & 305) managed by the Water Corporation for the purpose of Water Supply and Recreation with existing leases in place to CBH and Ongerup Golf Club.





Reserve 15650 (Lots 304 & 305) and Lot 2103 (CBH lease area)

The Water Corporation propose to surrender Lots 304 and 305 and the Department of Planning, Lands and Heritage are requesting Council comments on several matters. The proposals and staff comment area provided below:

- The extension of the existing 5.3ha CBH lease area (Lot 2103) to include an additional 26ha's for additional grain storage and handling activities from Lot 305 (Reserve 15650).

#### COMMENT

The proposed new lease area comprises uncleared land and adjoins the existing CBH grain storage and handling operations. The facility is serviced by a sealed, unkerbed road with open drains constructed to the north-west entry/exit point. Electricity and water supply services are available.



Proposed new CBH lease area shown in red

Clearing will require CBH to gain approval from the State Government and any additional road requirements and/or entry/exit changes will require CBH to gain approval from the Council and fund the works.

Any future work to construct additional facilities by CBH will require development approval and building permits to be granted before they can commence.

The existing and proposed CBH lease area is contained within the Public Purposes local reserve classification for the purpose of Water Supply (W) under Local Planning Scheme No. 2 (LPS2). The leasing of the land to CBH for grain storage and handling purposes would not conflict with this reservation.

In supporting the proposal, the Council should request the Department consider changing the existing purpose for the reserve and delete water supply and recreation if the Water Corporation does not require the land into the future. If this is the case and should the lease period extend towards the maximum 21-years, the land should also be removed from the Public Purposes (Water Supply) local reserve and included within the Industry zone in LPS2 or the new scheme to be consistent with the other CBH facilities zonings in the Shire.

- The granting of a new Management Order to the Ongerup Golf Club for that portion of Lot 305 (Reserve 15650) used as a golf course.

COMMENT

The Ongerup Golf Club were provided with a copy of the Department’s request and invited to make comment. The Club have responded and support the proposals, particularly the direct management of the golf club land to assist in reducing present lease fees and obtaining grant funding for improvements to the course and clubhouse.

They also advise that part of the golf course is within Lot 303 (see image below) and request this area be included within any future management order/lease.



Portion of golf course on Lot 303

The Club was established in 1936 and have plans to develop into the future. The club is serviced by a sealed, unkerbed road with open drains constructed to the clubhouse entry on Boxwood Hill-Ongerup Road. Electricity supply is available.

The golf course is contained within the Public Purposes local reserve classification for the purpose of Water Supply (W) under Local Planning Scheme No. 2 (LPS2). The management and/or leasing of the land to Ongerup Golf Club does not conflict with this reservation.

In supporting the proposal, the Council should request the Department consider changing the existing purpose for the reserve and delete water supply if the Water Corporation does not require the land into the future. If this is the case, the land should be removed from the Public Purposes (Water Supply) local reserve and included within the Recreation local reserve in LPS2 or the new scheme to reflect its use as a golf course.

- The granting of a new Management Order to the Shire with power to lease to the Ongerup Golf Club for that portion of Lot 305 (Reserve 15650) used as a golf course.

COMMENT

The Ongerup Golf Club are an incorporated body and have requested direct management of the golf course. There is considered no advantage to the Council having management of the golf course land and leasing it on to the Club.

The Club have advised Council they support the Department’s proposals, particularly the direct

management of the golf club land to assist in reducing present lease fees and obtaining grant funding for improvements to the course and clubhouse.

- The granting of a new Management Order to the Shire for that portion of Lot 305 (Reserve 15650) not to be used by CBH or the golf club.

#### COMMENT

The remnant portion of Lot 305 does not have any use/value and there is considered no advantage to the Shire having management of the land at this time and the Department's request should be declined accordingly.

The remnant portion of Lot 305 is also contained within the Public Purposes local reserve classification under Local Planning Scheme No. 2 (LPS2). The Department should be requested to change the present purpose for the reserve and delete water supply and recreation if the Water Corporation does not require the land into the future.

The Department is seeking Council's comments. Council can choose to support, or not, the proposed changes to the management orders/leases and may recommend conditions accordingly.

#### CONSULTATION WITH THE COMMUNITY AND GOVERNMENT AGENCIES

Ongerup Golf Club (Darren Baum and Tom Hart). The President of the Ongerup Golf Club (Darren Baum) intends to attend the Council meeting when the matter is discussed and answer any questions.

#### LEGAL AND STATUTORY REQUIREMENTS

*Land Administration Act and Regulations* – The Act and Regulations control the management and use/development of Crown Lands. The Act, amongst other matters, allows the Minister to create reserves and grant management orders/leases.

*Planning and Development Act 2005 and Planning and Development (Local Planning Schemes) Regulations 2015* – the Shire of Gnowangerup LPS2 is an operative local planning scheme under the Act and Regulations.

#### POLICY IMPLICATIONS

There are no Local Planning Policies that apply to this report.

#### RISK MANAGEMENT CONSIDERATIONS

The item covers several risk areas to Council functions including compliance. The organisational risk and proposed treatment or mitigation is summarised in the following table from the Shire's Risk Management Plan:

**Gnowangerup Shire – A progressive, inclusive and prosperous community built on opportunity**

<b>Risk Description</b>	<b>Risk Likelihood</b>	<b>Risk Consequence</b>	<b>Risk Classification</b>	<b>Risk Treatment</b>
Council does not support the proposed changes to the management order/leases	Possible (3)	Insignificant (1)	Low (3)	Acceptable. Risk acceptable with adequate controls, managed by routine procedures and subject to annual monitoring

**FINANCIAL IMPLICATIONS**

Any costs associated with preparing new management orders/leases and payment of annual lease fees will need to be negotiated between the relevant parties CBH and Ongerup Golf Club.

**STRATEGIC IMPLICATIONS**

The report impacts on the following item in the Strategic Community Plan 2017 – 2027 as follows:

<b>THEME 5</b>	<b>FINANCIAL SUSTAINABILITY</b>
Objectives	Strategic Initiatives
Effective management to conduct business in a financially sustainable manner.	Manage liabilities and assets through a planned, long-term approach.

<b>THEME 6</b>	<b>QUALITY BUILT FORM</b>
Objectives	Strategic Initiatives
4. Manage current and future assets and infrastructure.	4.1 Continue to improve asset management practices.

**ALTERNATE OPTIONS AND THEIR IMPLICATIONS**

The Council has a number of options available to it, which are discussed below:

- 1 Not approve the proposal  
The Local Government can choose to not support the proposed changes to management orders/leases and request the Department proceed.
- 2 Approve the proposal  
The Local Government can choose to support the proposed changes to management orders/leases with or without modification and request the Department proceed.
- 3 Defer the proposal  
The Local Government may elect to defer the matter for a period of time and seek additional information or comment, if deemed necessary, before proceeding to make a decision.

**CONCLUSION**

The proposed changes to the present management orders/leases by the Department of Planning, Lands and Heritage are generally supported and Council should advise the Department accordingly.

**VOTING REQUIREMENTS**

Simple majority

**COUNCIL RESOLUTION**

**Moved: Cr F Gaze**

**Seconded: Cr G Stewart**

**0318.17 That Council advise the Department of Planning, Lands and Heritage that it:**

- 1. Supports the extension of the existing 5.3ha CBH lease area (Lot 2013) to include an additional 26ha's for additional grain storage and handling activities from Lot 305 (Reserve 15650) subject to CBH to gaining approval from the State Government for any land clearing activities and the Council for any additional road requirements and/or entry/exit changes and that they fund the works. Any future work to construct additional facilities by CBH will require development approval and building permits to be granted before they can commence.**
- 2. Supports the granting of a management order/lease directly with the Ongerup Golf Club Inc. for the golf course area from Lots 304 and 305 (Reserve 15650) and requests the existing portion of the golf course on Lot 303 (Reserve 13091) be included.**
- 3. Declines the request to have management of the remnant portion of Lot 305 (Reserve 15650).**
- 4. Requests the Department consider:**
  - Changing the existing purpose for the reserves to delete water supply if the Water Corporation does not require the land into the future and to reflect their intended purposes.**
  - The land being removed from the Public Purposes (Water Supply) local reserve and included within the Industry zone (CBH) and Recreation local reserve (Ongerup Golf Club) in LPS2 or the new scheme to reflect their uses/developments.**

**UNANIMOUSLY CARRIED: 7/0**

---

<b>12.2</b>	<b>DESIGNATED SENIOR OFFICERS REGISTER</b>
<b>Location:</b>	Shire of Gnowangerup
<b>Proponent:</b>	N/A
<b>File Ref:</b>	
<b>Date of Report:</b>	21 <sup>st</sup> March 2018
<b>Business Unit:</b>	Strategy and Governance
<b>Officer:</b>	S Pike - Chief Executive Officer
<b>Disclosure of Interest:</b>	Nil

---

#### ATTACHMENTS

- WALGA Information Bulletin dated 14 February 2018

#### PURPOSE OF THE REPORT

For Council to designate the senior officer positions at the Shire of Gnowangerup pursuant to s5.37 of the *Local Government Act 1995*.

#### BACKGROUND

Officers recently received an information bulletin from Tony Brown, Executive Manager, Governance and Organisational Services at WALGA. The correspondence gave details of a change in case law regarding maximum term employment contracts. The main outcome of this case is that any ending of employment at the conclusion of a maximum term contract may give rise to a claim for unfair dismissal and whether the employment relationship has been terminated at the initiative of the employer will be a matter for consideration on the circumstances of each case.

This means that the only employees who should be on fixed term contracts rather than employed on a permanent basis are:

- Those who are employed to work on a specific project for a specific period of time;
- The CEO; and
- Those who are designated senior officers under the Act.

An investigation of our records did not reveal an existing Designated Senior Officers Register so it is appropriate now to ask Council to confirm the designated senior officer positions for the Shire.

#### COMMENTS

Section 5.37(1) of the *Local Government Act 1995* says “A local government may designate employees or persons belonging to a class of employee to be senior employees.” Section 5.37(2) then goes on to say “The CEO is to inform the council of each proposal to employ or dismiss a senior employee, other than a senior employee referred to in section 5.39(1a), and the council may accept or reject the CEO’s recommendation but if the council rejects a recommendation, it is to inform the CEO of the reasons for its doing so.”

The CEO has determined that the following positions at the Shire of Gnowangerup should be designated senior officers under the meaning of the Act:

- Deputy CEO

CONSULTATION

Nil

LEGAL AND STATUTORY REQUIREMENTS

Local Government Act 1995  
Part 5 Administration  
Division 4 Local Government Employees  
Sections 5.37 and 5.39.

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

2017-2027 Strategic Community Plan  
Theme 4 A Sustainable and Capable Council  
Objective 1 Provide accountable and transparent leadership  
Strategic Initiative 1.1 Continue to develop a policy framework that guides decision making

RISK MANAGEMENT CONSIDERATIONS:

Primary Strategic Risk Category: Corporate Governance  
Secondary Category: Ineffective Governance Framework

IMPACT ON CAPACITY

Nil

ALTERNATE OPTIONS AND THEIR IMPLICATIONS

If Council chooses not to support the officer's recommendation, the Deputy CEO will not be a designated senior officer under the Act and, consequently may, in effect, become a permanent employee based on the ruling of *Saeid Khayam v Navitas English Pty Ltd t/a Navitas English1 (Navitas)*.

CONCLUSION

Council should support the officer's recommendation to appoint the Deputy CEO as a designated senior officer under the Act.

VOTING REQUIREMENTS

Simple majority



**COUNCIL RESOLUTION**

**Moved: Cr S Hmeljak**

**Seconded: Cr R House**

**0318.18 That Council:**

- **Appoints the Deputy CEO as a designated senior officer pursuant to s5.37(1) of the Local Government Act 1995;**
- **Authorises the CEO to create and maintain a Designated Senior Officers Register, and to add the Deputy CEO to said register.**

**UNANIMOUSLY CARRIED: 7/0**

**Cr S Hmeljak exited the Council Chambers at 3:49pm**



**To:** Chief Executive Officer

**From:** Tony Brown  
Executive Manager Governance &  
Organisational Services

**Organisation:** All Local Governments

**Reference:** 05-081-03-0002

**Date:** 14 February 2018

**Priority:** High

**Subject:** Change to case law regarding maximum term contracts

## IN BRIEF:

Operational Area:	Human Resources (not recommended for general distribution)
Key Issues:	<ul style="list-style-type: none"><li>• A recent decision of a majority of the Full Bench of the Fair Work Commission (FWC) has clarified the principles regarding employees on maximum term contracts in the unfair dismissal context.</li><li>• Of significance to the Local Government sector, the <i>Navitas</i> case determined that:<ul style="list-style-type: none"><li>○ employees engaged on maximum term contracts do not fall within the absolute exclusion from unfair dismissal contained in s386(2)(a) (also impacting the redundancy pay exclusion contained in s123(1)(a) of the FW Act); and</li><li>○ any ending of employment at the conclusion of a maximum term contract may give rise to a claim for unfair dismissal and whether the employment relationship has been terminated at the initiative of the employer will be a matter for consideration on the circumstances of each case.</li></ul></li></ul>
Action Required:	<ol style="list-style-type: none"><li>1. Consider whether the principles in <i>Navitas</i> are relevant to current maximum term contracting arrangements and engagement practices.</li><li>2. If so, seek legal advice regarding employment arrangements and maximum term contract review to reduce risk of future industrial claims.</li></ol>

## OVERVIEW

***A decision of the Full Bench of the Fair Work Commission has overturned the established principles regarding maximum term contracts of employment in the unfair dismissal context.***

***This opens up access to unfair dismissal for employees whose contracts have not been renewed following expiry, in certain circumstances.***

### Impact on Local Government practices

This decision impacts Local Governments that are national system employers under the FW Act.

Following this decision, there are two key takeaways for Local Governments that undertake the practice of engaging employees on maximum term contracts:

1. employees engaged on maximum term contracts do not fall within the absolute exclusion from unfair dismissal contained in s386(2)(a) and redundancy pay contained in s123(1)(a) of the FW Act; and

2. any ending of employment at the conclusion of a maximum term contract may give rise to a claim for unfair dismissal and whether the employment *relationship* has been terminated at the initiative of the employer will be a matter for consideration on the circumstances of each case.

What this means is that if your Local Government has a practice of engaging employees on maximum term contracts (i.e. time-limited contracts with an ability to terminate on notice within the term of the contract) then there is an increased risk to the Local Government of unfair dismissal claims where a further contract is not offered following the expiry of the contract term.

Further, employees engaged on maximum term contracts are not automatically excluded from the payment of redundancy pay under the National Employment Standards where the circumstances of the ending of the employment *relationship* are not attributed to the expiry of a legal and genuine time-limited contract (as detailed above) which would end the employment relationship, and the requirements of a genuine redundancy have been met.

The *Local Government Act 1995* (WA) limits the term of employment contracts for CEO's and senior designated officers to a maximum of 5 years (s5.39(2)(b)). While there is no option for these employees to be engaged on a permanent basis, Local Governments should apply the same considerations in relation to the ending of employment of senior designated officers on the contract end date.

### **Saeid Khayam v Navitas English Pty Ltd t/a Navitas English<sup>1</sup> (Navitas)**

In December 2017, the Full Bench of the Fair Work Commission re-examined the principles regarding the interpretation of s386 of the *Fair Work Act 2009* (Cth) (**FW Act**) dealing with the meaning of the phrases:

- “*termination at the initiative of the employer*”; and
- “*contract of employment for a specified period of time*”,

in the context of maximum term (or outer-limit contracts) in the unfair dismissal jurisdiction.

This case has overturned the principles affirmed in the previous Full Bench decision in [Department of Justice v Lunn](#) regarding maximum term contracts of employment.

A case extract, the relevant FW Act provisions and case principles are set out below for your consideration in the context of the current practices at your Local Government.

### **Case Summary Extract<sup>2</sup>**

#### Background

The appellant in this matter was employed on a series of time-limited contracts. At the end of the term of the last contract the respondent did not offer the appellant a further contract. The appellant contended that this constituted a dismissal within the meaning of s386(1)(a) of the Fair Work Act, and that his employment was terminated at the initiative of employer.

The respondent contended that there was no dismissal and that the employment terminated through the effluxion of time. At first instance the Commission considered itself bound by [Lunn](#) and held that there was no dismissal at the initiative of employer.

The appellant appealed on the basis that the Commission erred in relying on Lunn and erred in finding that the anti-avoidance provision in s386(3) was not engaged.

#### Outcome

The Full Bench majority considered whether the interpretation and application of s386(1)(a) should continue to be guided by Lunn. The majority held that because the Commission at first instance considered itself bound to follow Lunn despite reservations about its correctness, its consideration of whether the appellant was dismissed within the meaning of s386(1)(a) was ‘artificially constrained’, constituting appealable error.

<sup>1</sup> [\[2017\] FWCFB 5162](#)

<sup>2</sup> Extract from [Fair Work Commission Quarterly Practitioner Update](#) (Summer, 2018).

The majority held that the contract was not for a specified period and so the s386(2)(a) exclusion did not apply. The appeal was upheld and the decision at first instance quashed. The matter was referred back to the Commission for re-determination.

### **Fair Work Act provisions**

The FW Act provides the following at s386:

#### **Meaning of dismissed**

- (1) A person has been **dismissed** if:
  - (a) the person's employment with his or her employer has been terminated on the employer's initiative; or
  - (b) the person has resigned from his or her employment, but was forced to do so because of conduct, or a course of conduct, engaged in by his or her employer.
  
- (2) However, a person has not been **dismissed** if:
  - (a) the person was employed under a contract of employment for a specified period of time, for a specified task, or for the duration of a specified season, and the employment has terminated at the end of the period, on completion of the task, or at the end of the season; or
  - (b) the person was an employee:
    - (i) to whom a training arrangement applied; and
    - (ii) whose employment was for a specified period of time or was, for any reason, limited to the duration of the training arrangement;and the employment has terminated at the end of the training arrangement; or
  - (c) the person was demoted in employment but:
    - (i) the demotion does not involve a significant reduction in his or her remuneration or duties; and
    - (ii) he or she remains employed with the employer that effected the demotion.
  
- (3) Subsection (2) does not apply to a person employed under a contract of a kind referred to in paragraph (2)(a) if a substantial purpose of the employment of the person under a contract of that kind is, or was at the time of the person's employment, to avoid the employer's obligations under this Part.

### **Principles in Navitas**

In relation to the phrase “*termination at the initiative of the employer*”, the Full Bench in *Saeid Khayam v Navitas English Pty Ltd t/a Navitas English* [2017] FWCFB 5162 held at paragraph [75] that:

1. Whether there has been a termination at the initiative of the employer is by reference to the termination of the employment *relationship*, not by reference to termination of the *contract* of employment.
2. Where an employment *relationship* is made up of a sequence of time-limited employment contracts and termination has occurred at the end of the term of the last of those contracts, an analysis of the circumstances of the entire employment relationship may be required to assess whether there has been a termination at the initiative of the employer, not merely the terms of the final contract.
3. Where an employee has not left the employment relationship voluntarily, the focus is on whether an action on the part of the employer was the principal contributing factor which results, directly or consequentially, in the termination of the employment.
4. A termination of employment may be at the initiative of the employer even though it was not done by the employer – if parties have agreed to a time-limited contract, the termination of employment will be effected by the contract expiry, but does not exclude the possibility that termination of the employment relationship occurred at the initiative of the employer.

5. There are circumstances where the terms of an operative time-limited contract reflect a genuine and legally effective agreement on the part of the employer and employee that the employment *relationship* will not continue after the contract end date, and as a result, the employment *relationship* may be terminated by reason of the agreement between the parties and not at the initiative of the employer.
6. In some cases it will be necessary to go further than just examining the terms of any contract in which the parties have ostensibly agreed to terminate the employment relationship at a particular time. The following were noted as relevant considerations (non-exhaustive list):
  - a. There may be no legally effective time-limit on the employment.
  - b. The employment contract may be illegal or contrary to public policy (e.g. put in place to avoid unfair dismissal jurisdiction).
  - c. Whether a series of short term successive contracts or the use of time-limited contracts was appropriate in the field of employment.
  - d. Whether the contract has been varied, replaced or abandoned by way of a separate agreement (oral or in writing) so that the time limit no longer applies.
  - e. The employment contract may not be limited to the terms of a written document and may, for example, be one of a series of standard-form contracts which operated for administrative convenience and did not represent the reality or the totality of the terms of the employment relationship.
  - f. Whether during the relationship, the employer engaged in conduct or made representations (e.g. regarding ongoing employment despite the contract end date) that would prevent the employer from relying upon the terms of the contract as a means to terminate the employment relationship.
  - g. Whether the terms of the time-limited contract are inconsistent with the terms of an award or enterprise agreement given effect by the FW Act that prohibit or regulate fixed-term employment, in which case the terms of the award or agreement will prevail.

Further, the Full Bench has confirmed that a contract that provides for an unqualified right for either party to terminate the contract on notice (or payment in lieu of notice) prior to the contract end date (as in the case of maximum term/outer limit contracts), is not a “*contract of employment for a specified period of time*” for the purposes of the exclusion from unfair dismissal contained in s386(2)(a) of the FW Act<sup>3</sup>.

The full decision in *Saeid Khayam v Navitas English Pty Ltd t/a Navitas English* [\[2017\] FWCFB 5162](#) is attached.

## **NEXT STEPS**

Local Government’s should consider whether any of the principles in *Navitas* would be relevant to the current maximum term contracting arrangements in place and if so, seek legal advice regarding employment arrangements and review of maximum term contracts.

WALGA’s preferred supplier panel of legal service providers can be accessed via the WALGA website [here](#).

### **For further information please contact:**

Employee Relations Service Manager, Kate Pillai on 9213 2592 or email [kpillai@walga.asn.au](mailto:kpillai@walga.asn.au)

Executive Manager Governance & Organisational Services, Tony Brown on 9213 2051 or email [tbrown@walga.asn.au](mailto:tbrown@walga.asn.au)

---

<sup>3</sup> Paragraph [96]

---

<b>12.3</b>	<b>APPLICATION FOR DEVELOPMENT APPROVAL – PUBLIC VIEWING OF JOEYS GNOWANGERUP NEWSAGENCY/CAFE</b>
<b>Location:</b>	No. 36 (Lot 18) Yougenup Road, Gnowangerup
<b>Proponent:</b>	Philip Vardy
<b>File Ref:</b>	A1141
<b>Date of Report:</b>	21 <sup>st</sup> March 2018
<b>Business Unit:</b>	Strategy and Governance
<b>Officer:</b>	P Shephard - Planning Officer
<b>Disclosure of Interest:</b>	Nil

---

#### ATTACHMENTS

Nil

#### PURPOSE OF THE REPORT

To consider a proposal for development approval to use part of the newsagency/cafe building for public display of young orphaned kangaroo's.

The proposal involves a 'use not listed' under Local Planning Scheme No. 2 (LPS2) and one which was commenced without relevant approval and must be presented to Council for consideration.

The recommendation is to determine whether the proposal is consistent with the objectives for the Town Centre zone and commence advertising of the proposal for public comment.

#### BACKGROUND

The Shire became aware of the use/development of a small portion of the newsagency/cafe building for public display of young orphaned kangaroos within a confined room. Staff advised the proponent that the use/development requires development approval from the Shire to be undertaken and the application is the subject of this report.

#### COMMENTS

Proposal

The use/development has included constructing a 4m x 2m room (8m<sup>2</sup> in area) with public viewing window. The room is constructed of coolroom/fridge panels (See images below). An on-site meeting with the proponent to discuss the proposal and seek additional information was undertaken.

The proponent has advised:

- There will be no more than 3 joeys on display at one time and sometime of the year it is expected there will be none;
- There is definite time period for caring for the joeys and each depends on its individual circumstances;
- The joeys can be viewed during normal shop hours 8am – 5pm on weekdays and 8am – 12 noon Saturdays;
- Other than these times above, the joeys are kept at home/farm;
- No-one can access the joeys from inside the shop and the joeys are confined to the room with carer access from the rear of the building; and

**Gnowangerup Shire – A progressive, inclusive and prosperous community built on opportunity**

- The activity will have no impact on the newsagency/café and they consider it a benefit for tourists and an attraction in Gnowangerup.



Front wall of kangaroo room showing public viewing window



Access door for carers at back of building looking through to public viewing window

As noted by the proponent, the rest of the building internally remains a newsagency (140m<sup>2</sup>) and café/kitchen area (70m<sup>2</sup>). The proponent has provided evidence of accreditation/training for the caring of wildlife and is aware of their responsibility to obtain further approvals from the Department of Parks and Wildlife (pending this application).

The property is 1,012m<sup>2</sup> in area and has frontage to Yougenup Road and a rear access way.

The property is zoned Town Centre under LPS2 and is connected to water supply, sewer, electricity and telecommunications infrastructure.

Town Planning Scheme No. 3 controls

The proposal is primarily to use part of the newsagency/cafe building for public display of young orphaned kangaroo's. This use does not fit within the type of land use classes included within LPS2 such as animal establishment (X use), entertainment centre (P use), exhibition centre (P use), and/or veterinary centre (P use).

LPS2 (c.4.4.2) requires:

*If a person proposes to carry out on land any use that is not specifically mentioned in the Zoning Table and cannot reasonably be determined as falling within the type, class or genus of activity of any other use category the local government may -*

- a) *determine that the use is consistent with the objectives of the particular zone and is therefore permitted;*
- b) *determine that the use may be consistent with the objectives of the particular zone and thereafter follow the advertising procedures of clause 9.4 in considering an application for planning approval; or*
- c) *determine that the use is not consistent with the objectives of the particular zone and is therefore not permitted.*

The objectives for the Town Centre zone (c.4.2) under LPS2 are:

*To provide for retail shopping, office and commercial development, and social, recreational and community activities servicing the town as a whole.*

The proposed land use is therefore referred to as a 'use not listed' and in this situation the Council must decide initially whether to reject or support the proposal and/or whether to seek public comment on the proposal before deciding.

The surrounding land uses include shops (adjoining to the south/north), civic uses (across Yougenup Road to the west) and residential (adjoining the rear access way to the east). The proposal is considered to may be consistent with the objectives for the Town Centre zone and would provide additional social/recreational activities in Gnowangerup.

Should the proposal be supported by Council, all adjoining/nearby landowners will be provided with a copy of the application and invited to provide a submission. This referral process including



public advertising/display of the proposal would enable the Council to assess its suitability and impacts on the amenity of the area.

Council could also decide the proposal is not consistent with the objectives for the Town Centre zone and reject the proposal.

#### Other Shire Approvals

The proponent will, in addition to development approval, require approval and comply with the Food Act/Regulations 2009 and Health (Public Building) Regulations 1992 and obtain building approval under the Building Code of Australia to the room addition.

#### Retrospective Development Approval

The Council can grant retrospective development approval to uses or developments (s.164 of the *Planning and Development Act 2005* and cl.65 of the *Planning and Development (Local Planning Schemes) Regulations 2015*).

The fee for a retrospective development application is the normal application fee (in this case) \$147.00 plus, by way of penalty, twice that fee which equals a total fee of \$441.00 as set out in the adopted 2017/18 Schedule of Fees and Charges.

In considering the penalties that may apply to the landowner, given that the works were completed without the required building approval, the proponent will now be required to engage a building certifier to prepare plans and obtain a Certificate of Design Compliance including undertaking any necessary upgrading to the construction standards to meet public building and Building Code of Australia requirements.

The other options available to Council to penalise the landowner/operator, if considered necessary due to the breaches of LPS2, could include a fine penalty being issued for the breach of the scheme, prosecution for the non-compliance and fine penalty for the period of non-compliance or to require the unauthorised development be removed and the site restored.

As the landowners have responded to staff's request to complete the necessary planning application form and provided additional information when requested, no further action regarding the breach of LPS2 is recommended or considered necessary. The Council should advise the landowner of the serious nature of the breaches committed and remind them of their obligations to comply with relevant legislation and that any further breaches will result in the Council considering possible prosecution.

#### CONSULTATION WITH THE COMMUNITY AND GOVERNMENT AGENCIES

Proponent (Philip Vardy)

Environmental Health Officer (M Walsh)

Building Surveyor (D Baxter)

Should the Council determine to proceed and advertise the proposal, the comment period is a minimum of 14-days.

## **Gnowangerup Shire – A progressive, inclusive and prosperous community built on opportunity**

### **LEGAL AND STATUTORY REQUIREMENTS**

*Planning and Development Act 2005 and Planning and Development (Local Planning Schemes) Regulations 2015* – the Shire of Gnowangerup LPS2 is an operative local planning scheme under the Act and Regulations.

### **POLICY IMPLICATIONS**

There are no Local Planning Policies that apply to this report.

### **RISK MANAGEMENT CONSIDERATIONS**

The item covers several risk areas to Council functions including compliance. The organisational risk and proposed treatment or mitigation is summarised in the following table from the Shire's Risk Management Plan:

<b>Risk Description</b>	<b>Risk Likelihood</b>	<b>Risk Consequence</b>	<b>Risk Classification</b>	<b>Risk Treatment</b>
Council does not support the advertising of the proposal for public comment	Possible (3)	Insignificant (1)	Low (3)	Acceptable. Risk acceptable with adequate controls, managed by routine procedures and subject to annual monitoring

### **FINANCIAL IMPLICATIONS**

The activity was originally commenced without development approval and the proponent is required to pay a development application fee of \$441.00. In addition, advertising charges will be recouped from the proponent.

### **STRATEGIC IMPLICATIONS**

The report impacts on the following item in the Strategic Community Plan 2017 – 2027 as follows:

<b>THEME 1</b>	<b>SUSTAINABLE BUSINESS GROWTH</b>
<b>Objectives</b>	<b>Strategic Initiatives</b>
3. Enhance and develop the tourism industry to promote growth and prosperity.	3.2 Leverage our environmental, built, heritage and social assets in the promotion of tourism.

**ALTERNATE OPTIONS AND THEIR IMPLICATIONS**

The Council has a number of options available to it, which are discussed below:

- 1 Not support the proposal  
The Council can choose to not support the proposal if it is considered to be inconsistent with the objectives for the zone.
- 2 Support the proposal  
The Council can choose to support the proposal if it is considered to may be consistent with the objectives for the zone and proceed to approve the proposal or obtain public comment.
- 3 Defer the proposal  
The Council can choose to defer the matter for a period of time and seek additional information from the proponent, if deemed necessary to complete the assessment, before proceeding to make a decision.

**CONCLUSION**

The proposal for the use/development of a small portion of the newsagency/cafe building for public display of young orphaned kangaroos within a confined room is considered to may not be consistent with the objectives for the Town Centre zone and should be referred and advertised for public comment to assess its suitability and impacts on the amenity of the area.

**VOTING REQUIREMENTS**

Simple majority

**COUNCIL RESOLUTION**

**Moved: Cr G Stewart**

**Seconded: Cr F Gaze**

**0318.19 That Council:**

**In accordance with c.4.4.2b) of LPS2 determine the proposal for the use/development of a small portion of the newsagency/cafe building for public display of young orphaned kangaroos within a confined room at No. 36 (Lot 18) Yougenup Road, Gnowangerup may be consistent with the objectives for the Town Centre zone and undertake referral to adjoining/nearby landowners and advertise the proposal for public comment for a period of not less than 14-days.**

**UNANIMOUSLY CARRIED: 6/0**

**Cr S Hmeljak re-entered the Council Chambers at 4:02pm**

---

<b>12.4</b>	<b>WA PLANNING COMMISSION REQUEST FOR COMMENT ON PROPOSED RESUBDIVISION OF LOTS 4767 &amp; 6151 HART ROAD, MINDARABIN.</b>
<b>Location:</b>	Lots 4767 & 6151 Hart Road, Mindarabin
<b>Proponent:</b>	John Kinnear and Associates & JM O’Neill
<b>File Ref:</b>	A71
<b>Date of Report:</b>	21 <sup>st</sup> March 2018
<b>Business Unit:</b>	Strategy and Governance
<b>Officer:</b>	P Shephard - Planning Officer
<b>Disclosure of Interest:</b>	Nil

---

#### ATTACHMENTS

- Proposed Boundary Adjustment Plan

#### PURPOSE OF THE REPORT

To provide comment to the WA Planning Commission (WAPC) on a proposed boundary adjustment (resubdivision) for the above 2 farming lots.

Council direction on the proposal is sought to provide a response to the WAPC. The resubdivision proposal involves creating a vacant lot for future housing purposes as opposed to the ‘standard’ homestead lot covering an existing farm dwelling. The recommendation is not to support the proposed subdivision and advise the WAPC that Council would support a homestead lot being created over the existing dwelling.

#### BACKGROUND

Nil

#### COMMENTS

##### Proposal and Site Details

To consider a proposal to resubdivide the above 2 lots and create 1 larger lot of 387.27ha encompassing the existing farmed area, sheds/dwelling etc and 1 smaller lot of 4.51ha within an area adjoining Hart Road for a future residence.

The proponent advises the proposed use and development of the land is intended to be for rural purposes and provides the following additional information to support the proposal:

- Application provided under WAPC Policy DC3.4 section 6.3 ‘Property rationalisation to improve land management’;
- The subject land is within the Wheatbelt Agricultural Policy Area (Appendix 2) of WAPC Policy DC3.4;
- Proposed Lot A and B comply with WAPC Policy DC3.4 section 6.3, being an adjustment to existing boundaries;
- Although the boundary change may not be considered minor, the proposal does reflect the different land use on each lot;
- Lot A becomes a larger rural holding;
- Lot B may be considered a future homestead lot;

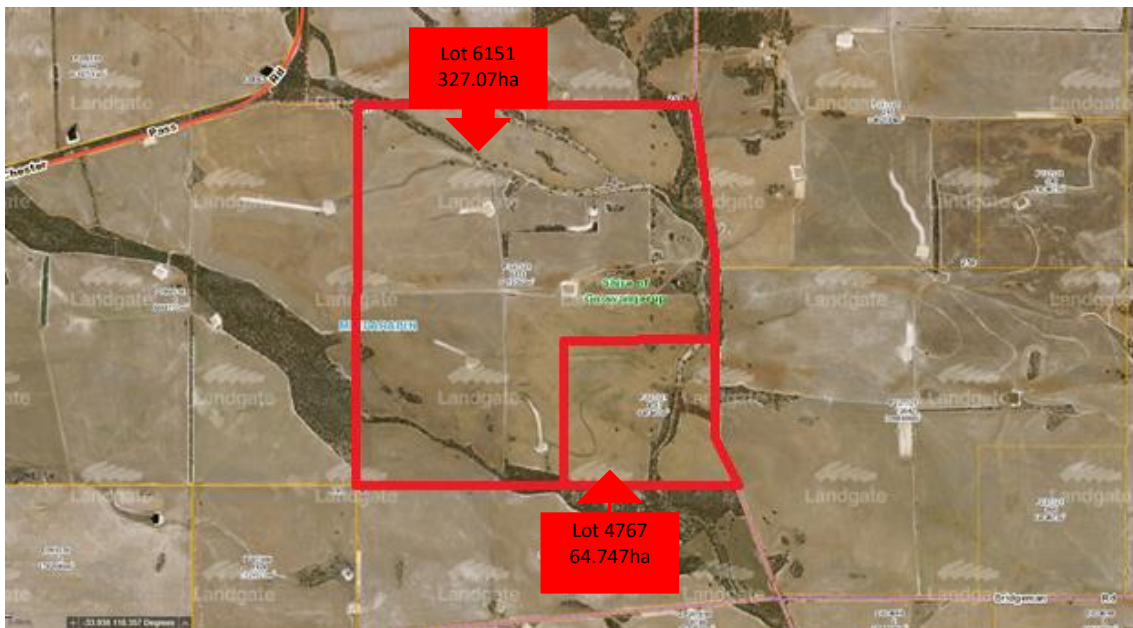
## Gnowangerup Shire – A progressive, inclusive and prosperous community built on opportunity

- There is no increase in the number of lots;
- The new boundaries are not detrimental to the environmental and land management practices of the property. New boundary is to be positioned to minimise clearing of native vegetation;
- No new roads are created;
- Number of access points/crossovers will be minimised;
- Bushfire Management Plan has identified suitable building parcels/asset protection areas for each new lot;
- In-principle support to the proposal from the WAPC staff member; and
- The proposal is considered compliant with WAPC Policy DC3.4.

The land is gently undulating with slopes towards the non-perennial (winter) minor creeks on the farm. The land has been mainly cleared of native vegetation except for those areas along creek lines and other isolated stands on the property consistent with its continued use for broad acre farming/grazing purposes as described above with 5 dams/catchments constructed.

The lots have access to Hart Road which is unsealed with open drains and a local road under the care and control of the Shire of Gnowangerup.

The lots have access to electricity and telecommunications services.



Existing Lots 4767 & 6151 Hart Road, Mindarabin (Image Landgate Map Viewer Plus)



Proposed New Lots A and B Hart Road, Mindarabin (Image Google Earth Pro)



Proposed 4.51ha lot area looking north-west from Hart Road



Proposed 4.51ha lot area looking south-west from Hart Road



Proposed 4.51ha lot area looking west showing existing cleared area

#### WA Planning Commission Policy

The relevant policies of the WAPC include:

- State Planning Policy 2.5 Agriculture and Rural Land Use Planning (SPP2.5); and
- Development Control Policy 3.4 Subdivision of Rural Land (DC3.4).

The WAPC is the determining authority for subdivision applications and assesses applications for rural subdivision in accordance with DC3.4.

## Gnowangerup Shire – A progressive, inclusive and prosperous community built on opportunity

The WAPC's DC3.4 'Subdivision of Rural Land' policy guides their decision-making on applications to subdivide including resubdivisions on rural zoned land to achieve the five key objectives of State Planning Policy 2.5 'Land Use Planning in Rural Areas' as follows:

- a) *To protect rural land from incompatible uses by:
  - i) *Requiring comprehensive planning for rural areas;*
  - ii) *Making land-use decisions for rural land that supports existing and future primary production and protection of priority agricultural land particularly for the production of food;*
  - iii) *Providing investment security for the existing and future primary production sector;**
- b) *To promote regional development through provision of economic opportunities on rural land;*
- c) *To promote sustainable settlement in and adjacent to existing urban areas;*
- d) *To protect and improve environmental, landscape and cultural assets; and*
- e) *To minimise land use conflicts.*

Policy DC 3.4 advises the WAPC will consider rural subdivision applications in the following circumstances:

- a) *To realign lot boundaries with no increase in the number of lots, where the resultant lots will not adversely affect rural land uses;*
- b) *To protect and actively conserve places of cultural and natural heritage;*
- c) *To allow for the efficient provision of utilities and infrastructure and/or for access to natural resources;*
- d) *In the Homestead lot policy area (Appendix 2), to allow for the continued occupation of existing homesteads when they are no longer used as part of a farming operation; and*
- e) *For other unusual or unanticipated purposes which, in the opinion of the WAPC, do not conflict with this and other relevant policies and are necessary in the public interest.*

It is generally WAPC Policy that existing large rural lots are retained for broad-acre and traditional forms of farming and that fragmentation of rural land and loss of rural character through piecemeal, unplanned subdivision not be permitted. The resubdivision does achieve some minor aspects of the WAPC's requirements above, although it is generally considered to not comply with the Policy.

### Shire's Local Planning Strategy

The Shire's adopted Local Planning Strategy (LPS) includes the subject land within Rural Areas Policy Area (s.4.6) which contains the following relevant recommendations that affect the resubdivision proposal:



4.6.1 Protection of Agricultural Land

Recommendations

- iii) Support conservation subdivision in accordance with WA Planning Commission policy to protect areas of remnant vegetation particularly in environmentally sensitive areas and in potential Macro Corridor areas.
- iv) Ensure compatibility between adjoining rural and associated uses unless adequate buffers/protection is (or can be) provided.
- v) Encourage and facilitate alternative rural and associated uses keeping in mind issues of sustainability and compatibility.
- x) Consider creation of Homestead Lots where such proposals are in accordance with WAPC policy DC 3.4 'Subdivision of Rural Land'.

The resubdivision proposal is not considered to comply with some recommendations in the LPS including:

- The smaller lot (Lot B) does achieve some aspects of a conservation subdivision but is not considered generally compliant with the WA Planning Commission Policy;
- The development of the smaller lot (Lot B) with a dwelling in an existing broadacre farming area may lead to conflicts between traditional and non-traditional uses;
- The proposal would perhaps facilitate an alternate rural use to the smaller lot (Lot B) and does assist maintain the sustainability of the larger lot (Lot A) by combining the arable areas into 1 lot; and
- The proposal is not considered generally compliant with the WA Planning Commission Policy requirements for a homestead lot subdivision, namely the smaller lot (Lot B) is vacant land and does not include the existing dwelling which is constructed on Lot A.

Local Planning Scheme No. 2 Zoning

The land is zoned General Agriculture under the Shire's LPS2.

The aims of the Scheme (c.1.6) that are relevant to the proposal include:

- To assist the effective implementation of regional plans and policies including the State Planning Strategy;
- To promote the sustainable use of rural land for agricultural purposes whilst accommodating other rural activities;
- To protect and enhance the environmental values and natural resources of the local government area and to promote ecologically sustainable land use and development;
- To protect areas of agricultural significance from non-rural and/or incompatible uses;
- Encouraging economic growth in rural areas by facilitating the more intensive and diversified use of rural land in appropriate areas for high value products which are compatible with surrounding farm practices, encouraging processing and value adding industries to be located within the Shire, and promoting tourism; and
- Protecting the natural environment and biodiversity while ensuring appropriate development opportunities within the local government are realised.

The objectives for the General Agriculture zone (c.4.2) in LPS2 are to provide for a range of rural uses which are compatible with the capability of the land and retain the rural character and amenity of the locality.

The LPS2 does not have any specific provisions or guidance to staff relating to subdivision of 'General Agriculture' zoned land.

#### Bushfire Prone Areas

Parts of the property, including the new small lot (Lot B) are shown as bushfire prone by the Department of Fire and Emergency Services mapping. The proponent has completed a Bushfire Management Plan for the property which concludes the existing dwelling and new smaller lot can achieve the requirements of the WAPC's State Planning Policy 3.7 'Planning in Bushfire Prone Areas'.

#### Concluding Comments

Whilst there is some minor merit in the proposal, the resubdivision of Lots 4767 and 6151 Hart Road, Mindarabin does not generally satisfy WAPC and Council policies and should be declined. The creation of a homestead lot over the existing dwelling on Lot A would generally satisfy WAPC and Council policies and could be supported.

The resubdivision proposal has been referred by the WAPC to Council with a request for any information, comment or recommended conditions that Council seek to have the Commission consider in assessing the application. Council is reminded that all applications for subdivision/amalgamation are submitted to, and determined by, the WAPC in consultation with relevant stakeholders (State Government bodies and Local Government). The WAPC provides 42 days for comments (closing on 26 March 2018) to be received from stakeholders. It is the WAPC's decision to act on any advice or recommendation received from Council.

This is a discretionary decision and the applicant has a right to request a review of any decision and/or condition made by the Local Government and/or WAPC to the State Administrative Tribunal if aggrieved by the decision and/or any condition.

#### CONSULTATION WITH THE COMMUNITY AND GOVERNMENT AGENCIES

On-site visit undertaken.

#### LEGAL AND STATUTORY REQUIREMENTS

*Planning and Development Act 2005* and *Planning and Development (Local Planning Schemes) Regulations 2015* – the Shire of Gnowangerup LPS2 is an operative local planning scheme under the Act and Regulations.

#### POLICY IMPLICATIONS

There are no Local Planning Policies that apply to this report.

**RISK MANAGEMENT CONSIDERATIONS**

The item covers several risk areas to Council functions including compliance. The organisational risk and proposed treatment or mitigation is summarised in the following table from the Shire’s Risk Management Plan:

<b>Risk Description</b>	<b>Risk Likelihood</b>	<b>Risk Consequence</b>	<b>Risk Classification</b>	<b>Risk Treatment</b>
Council does not support the proposed resubdivision	Likely (4)	Insignificant (1)	Low (4)	Acceptable. Risk acceptable with adequate controls, managed by routine procedures and subject to annual monitoring

**FINANCIAL IMPLICATIONS**

Nil

**STRATEGIC IMPLICATIONS**

Nil

**ALTERNATE OPTIONS AND THEIR IMPLICATIONS**

The Council has a number of options available to it, which are discussed below:

- 1 Not support the proposal  
The Council can choose to not support the application and advise the WAPC giving reasons. If this option was chosen, the resubdivision may or may not proceed, at the discretion of the WAPC.
- 2 Support the proposal  
The Council can choose to support the proposal, with or without conditions.
- 3 Defer the proposal  
The Council can choose to request the WAPC defer the matter for a period of time and seek additional information from the proponents, if deemed necessary to complete the assessment, before proceeding to make a decision.

**CONCLUSION**

Whilst there is some minor merit in the proposal, the resubdivision of Lots 4767 and 6151 Hart Road, Mindarabin does not generally satisfy WAPC and Council policies and should be declined. The creation of a homestead lot over the existing dwelling on Lot A would generally satisfy WAPC and Council policies and could be supported.

**VOTING REQUIREMENTS**

Simple majority

**COUNCIL RESOLUTION**

**Moved: Cr G Stewart**

**Seconded: Cr F Gaze**

**0318.20 That Council:**

**Advise the WA Planning Commission that the Council does not support the resubdivision of Lots 4767 and 6151 Hart Road, Mindarabin as proposed as it does not generally satisfy WAPC and Council policies and should be declined. The creation of a homestead lot over the existing dwelling on Lot A would generally satisfy WAPC and Council policies and could be supported.**

**UNANIMOUSLY CARRIED: 7/0**

**JOHN KINNEAR AND ASSOCIATES**

Consulting Surveyors

45 COLLIE STREET,  
P.O. BOX 293, ALBANY, WA. 6330.  
TELEPHONE (08) 9842 1353. FACSIMILE (08) 9842 1570.

JKA REF. F016

**PROPOSED BOUNDARY ADJUSTMENT**

LOTS 4767 & 6151	P 227321	MWP SEE SMARTPLAN	Total Area 391.817ha	Scale 1:15000
C/T Volume/Folio 1172/1000 & 1131562	LOCAL AUTHORITY SHIRE OF GNOWANGERUP	No. of Exist Lots 2	Date Feb '18	
LOCALITY MINDARABIN	ZONING RURAL	OWNER J.M. O'NEILL	No. of Prop Lots 2	Job No. F016

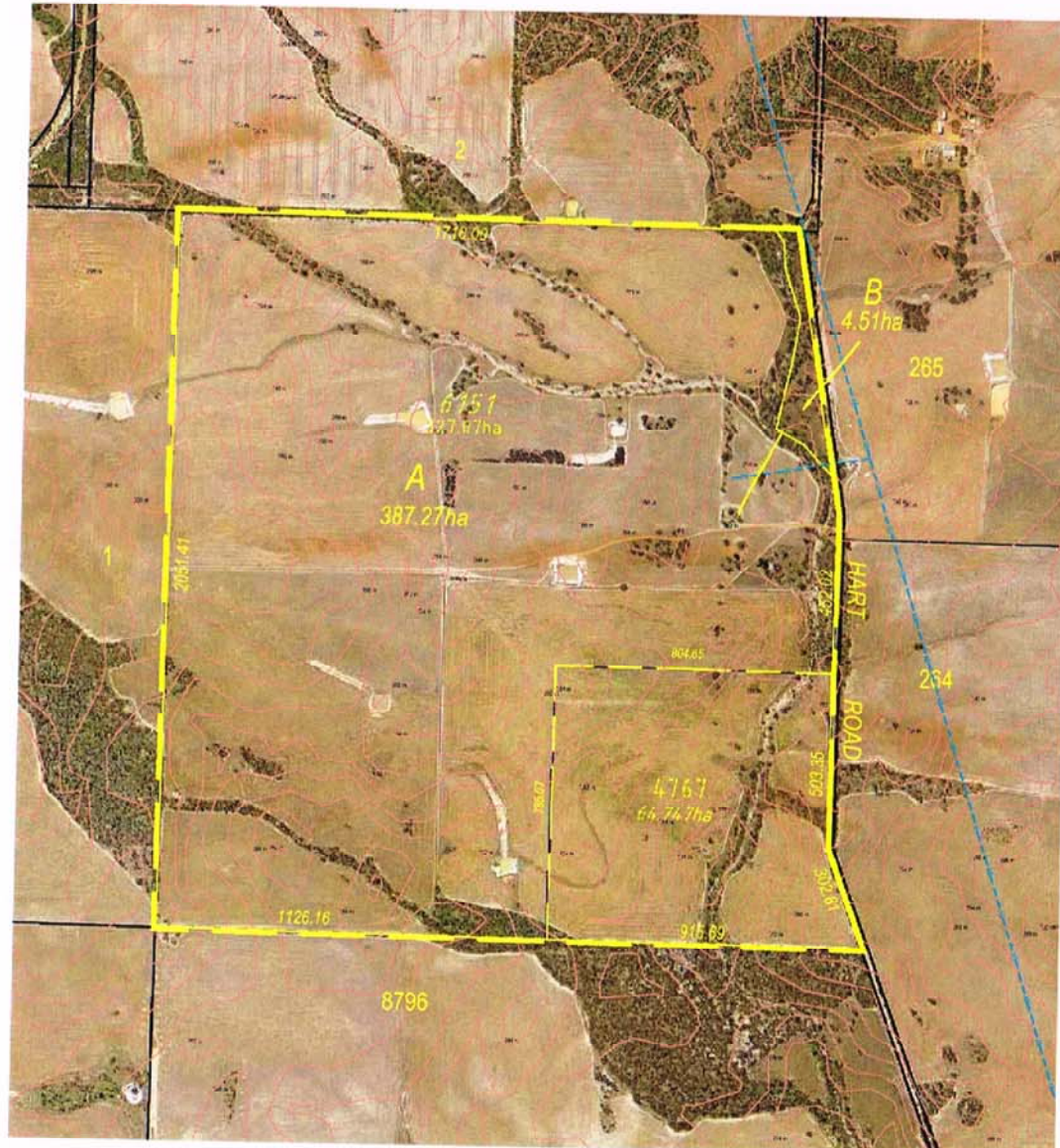
● PROPOSAL TO ADJUST THE BOUNDARY BETWEEN LOTS 4767 & 6151

**Legend**

- Boundary line
- Surround
- Power line
- Contour line



NOTE: DISTANCES AND AREAS  
SUBJECT TO SURVEY.



ENLARGEMENT OF LOT B  
Not to Scale



**DEPARTMENT OF PLANNING, LANDS  
AND HERITAGE**

DATE 08-Feb-2018	FILE 156229
---------------------	----------------

Minutes

Ordinary Council Meeting 28th March 2018

Licensed Land, Mining and Engineering Surveyors

Page 55

### 13. CORPORATE SERVICES & COMMUNITY DEVELOPMENT

---

<b>13.1</b>	<b>BUDGET AMENDMENT – LOCAL GOVERNMENT INSURANCE SERVICE (LGIS) DIVIDEND</b>
<b>Location:</b>	Shire of Gnowangerup
<b>Proponent:</b>	N/A
<b>File Ref:</b>	
<b>Date of Report:</b>	21 <sup>st</sup> February 2018
<b>Business Unit:</b>	Corporate Services
<b>Officer:</b>	V Fordham Lamont – Deputy CEO
<b>Disclosure of Interest:</b>	Nil

---

#### ATTACHMENTS

- 2017 Member Dividend Letter from LGIS
- Business Continuity Plan Proposal from LGIS

#### PURPOSE OF THE REPORT

To seek Council approval for out of budget expenditure and amendments to the approved budget as a result of receiving unbudgeted income.

#### BACKGROUND

The Shire of Gnowangerup has shared in the benefits from working together with other WA Local Governments as a member of a jointly-owned self-insurance scheme. Among these benefits is the opportunity to share in the distribution of LGIS Scheme surpluses. For the 2016/17 year, a 17% reduction in net claims costs, together with increased returns on investments resulted in a surplus, enabling a distribution back to members.

The Shire received the attached letter from LGIS in February 2018 advising of an unbudgeted dividend payment totalling \$8,631.

In early February 2018, officers requested a quote of \$3,000 to work with the Shire to prepare a new Business Continuity Plan (BCP), an important element of our overall Risk Management Framework.

The existing plan was adopted by Council in 2015 but it never really seemed to have been completed. It contains procedures and risk management elements that are best kept out of this type of document. The BCP is intended to be used in high pressure situations when people are under stress. It should therefore:

- Provide clear, action-orientated and time-based direction in support of (not replacement of) the Shire leadership's capabilities;
- Enable response to any disruptive incident, including those not anticipated; and
- Only contain guidance, information and tools likely to be used in an incident.

Everything else is superfluous and belongs elsewhere. This would be reflected in the structure of the new plan.

It was planned to include this project in the 2018/19 budget.

**COMMENTS**

The Shire has already budgeted for the two-yearly Audit Reg 17 Review and, as part of that process, LGIS offered to undertake a review of our Risk Management Framework at the same time at no cost. Bearing that the review will occur in March/April 2018, and now having received the unbudgeted dividend payment from LGIS, it seems appropriate to complete the BCP project in this financial year.

Any relevant information contained in the current BCP will be incorporated into the new to ensure that any prior work will not be wasted. Links to communications strategies, Local Emergency Management Arrangements and IT Disaster Recovery Plan will also be explored.

From the Shire's perspective, there have been a number of changes to staff, procedures and leadership since 2015, and these will be reflected in the new BCP to ensure the leadership team is able to respond effectively to any disruptive incident.

It is intended that the remainder of the LGIS scheme dividend, some \$5,631, be applied to the cost of OSH activities including staff flu injections, skin checks and hearing assessments.

**CONSULTATION**

Nil

**LEGAL AND STATUTORY REQUIREMENTS**

Local Government Act 1995

Part 6 Financial management

Division 4 General financial provisions

Section 6.8 Expenditure from municipal fund not included in annual budget

**POLICY IMPLICATIONS**

Shire Policy 2.11 Risk Management

**FINANCIAL IMPLICATIONS**

The following budget amendments are proposed:

- Increase allocation of budgeted income to Insurance Reimbursements GL account 62003 by \$8,631 from \$14,148 to \$22,779;
- Increase allocation of budgeted expenditure to Emergency Management GL account 07152 by \$3,000 from \$2,000 to \$5,000; and
- Increase allocation of budgeted expenditure to Occupational Health & Safety GL account 59072 by \$5,631 from \$26,563.90 to \$32,194.90.

**STRATEGIC IMPLICATIONS**

Strategic Community Plan 2017-2027

Theme 5 Financial Sustainability

Objective 2 Effective management to conduct business in a financially sustainably manner

Strategic Initiative 2.1 Manage liabilities and assets through a planned, long-term approach

**RISK MANAGEMENT CONSIDERATIONS**

Primary Strategic Risk Category: Business/Community Disruption

Sub-category: Inability to Provide Core Services

**IMPACT ON CAPACITY**

Developing a concise and practical Business Continuity Plan will actually improve the capacity of the Shire to continue providing core services in an emergency situation.

**ALTERNATE OPTIONS AND THEIR IMPLICATIONS**

Nil

**CONCLUSION**

As the unbudgeted expenditure will be funded by unbudgeted income, there will be no effect on Council's bottom line. Council should support the officer's recommendation as it will contribute to:

- The ongoing development of a robust risk management framework; and
- The ongoing health and well-being of the Shire's workforce which, in turn, can lead to a reduction in sick leave and workers' compensation claims.

**VOTING REQUIREMENTS**

Absolute majority

**COUNCIL RESOLUTION**

**Moved: Cr F Gaze**

**Seconded: Cr L Martin**

**0318.21 That Council:**

1. Pursuant to section 6.8(1)(b) of the Local Government Act 1995, authorises the following budget amendments:
  - Increase allocation of budgeted income to Insurance Reimbursements GL account 62003 by \$8,631 from \$14,148 to \$22,779;
  - Increase allocation of budgeted expenditure to Emergency Management GL account 07152 by \$3,000 from \$2,000 to \$5,000; and
  - Increase allocation of budgeted expenditure to Occupational Health & Safety GL account 59072 by \$5,631 from \$26,563.90 to \$32,194.90.

**UNANIMOUSLY CARRIED: 7/0**





15 January 2018

Shelley Pike  
Chief Executive Officer  
Shire of Gnowangerup  
28 Yougenup Road  
GNOWANGERUP WA 6335

**LGISWA**  
ABN 59 780 338 975  
Level 3, 170 Railway Pde  
West Leederville, WA 6007  
PO Box 1003  
West Perth WA 6872  
Tel (08) 9483 8888

[www.lgiswa.com.au](http://www.lgiswa.com.au)

Dear Shelley

### Your Share of LGIS Scheme Surplus Distribution

The Shire of Gnowangerup has shared in outstanding benefits from working together with other WA Local Governments as a member of a jointly-owned self-insurance scheme. Among these benefits is the opportunity to share in the distribution of LGIS Scheme surpluses.

For the 2016/17 year, a 17% reduction in net claims costs, together with increased returns on investments resulted in a surplus, enabling a distribution back to members.

Your Scheme's strong financial position enabled us to apply credits totalling \$4.3 million off 2016/17 Scheme membership costs. The 2017 surplus will enable these reductions to continue for the years to come, along with member dividends / funding payments to all members. Your 2017 member dividend entitlement is as follows:

<b>Shire of Gnowangerup 2017 Scheme member dividend / funding</b> <small>Your share of the dividend is assessed on a formula which reflects your contributions (premiums) and your incurred claims costs over the 2012/13 to 2015/16 fund years</small>	<b>\$7,376 (plus GST)</b>
<b>Shire of Gnowangerup carryover funding entitlements from previous years</b>	<b>\$1,255 (plus GST)</b>

To draw down on this funding, please complete the attached form.

Going forward, as well as providing an insurance program tailored to your needs, we will continue to make available a comprehensive program of risk management support services

We look forward to meeting with you and your colleagues to develop a longer-term integrated service plan focused on optimised coverage and prioritised risk management support, aimed at sustainable cost minimisation.

Yours sincerely

Jonathan Seth  
Chief Executive



## Business Continuity Project Proposal

February 2018

# Shire of Gnowangerup

# Table of Contents

Executive Summary .....	3
Key Deliverables .....	3
Work Scope Expectations .....	6
Work Scope Potential Constraints .....	6
Work Scope Structure Approach .....	6
Timeframe .....	7
Terms and Conditions .....	8
<b>Acceptance of Proposal .....</b>	<b>11</b>

## Executive Summary

This service proposal has been prepared at the request of Vin Fordham Lamont, Deputy Chief Executive Officer, Shire of Gnowangerup, to outline the services LGIS Risk and Governance can offer in supporting the Shire's Business Continuity Program.

The proposed services will involve a specialist LGIS Risk Management Consultant facilitating workshops of three hours each, aligned with the Business Continuity Institute's *Good Practice Guidelines 2013* and the Shire's current risk management framework.

The cost of this proposal is \$3,000 (excluding GST).

This proposal sets the key deliverables, work scope, costing schedule, approach, responsibilities and timeframes for the above and will provide the central point of reference for the delivery of services.

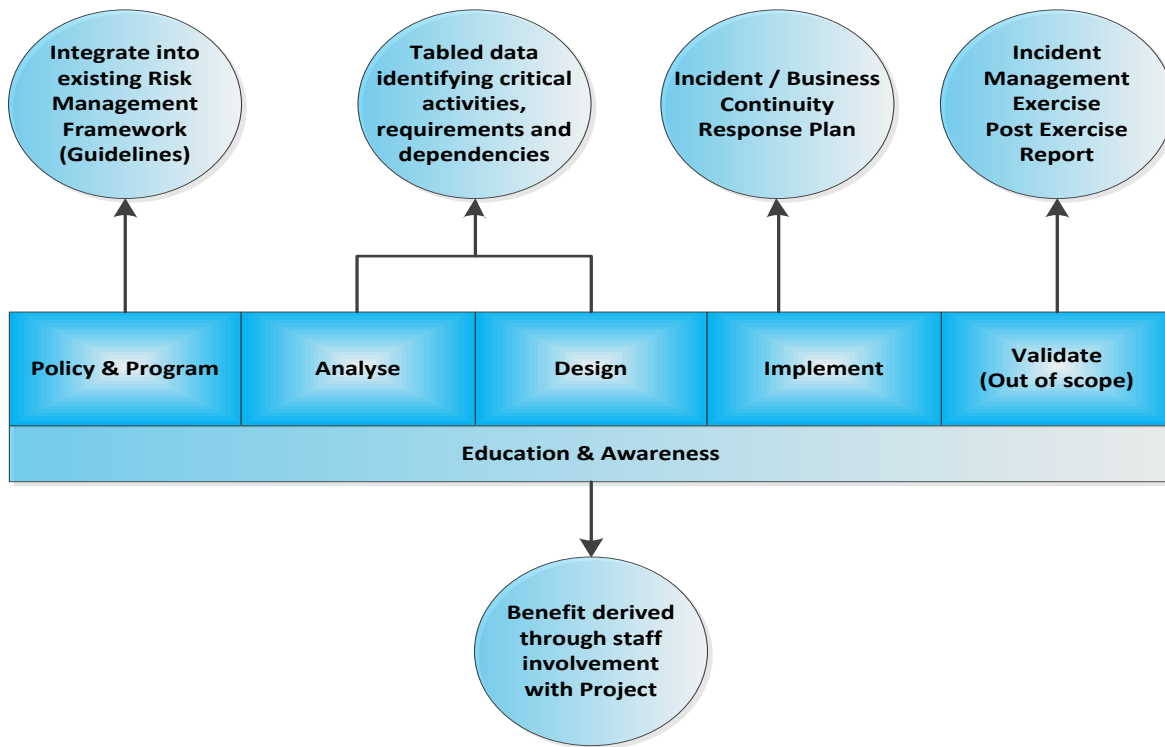
## Key Deliverables

- A Business Continuity Framework integrated into the overarching Risk Management Framework.
- Determine Recovery Time Objective (RTO) timeframes to identify Critical Activities.
- Identify dependencies and continuity requirements to complete the critical activities.
- Design appropriate recovery strategies based on current or approved capabilities.
- Implement appropriate Corporate-level Business Continuity Response Plan.

# Work program and deliverables

Program of Work	Deliverables
<p><b>Phase 1 – Policy &amp; Program Management</b></p> <p>Introduce Framework variables, customise LGIS Business Continuity Toolkit and set the work plan. Introduce Framework concepts; align standard components with Shire’s operations.</p>	<ol style="list-style-type: none"> <li>1) Agreed project plan with timeframes and resource allocation.</li> <li>2) Business Continuity Management Policy inclusion within overarching Risk Management Policy.</li> <li>3) Review and update Incident &amp; Business Continuity Management Procedures document.</li> <li>4) Customised assessment and data gathering templates.</li> <li>5) Draft Business Continuity Plan Templates.</li> </ol> <p><b>Shire Resources: Project Coordinator</b> Discussions and correspondence to introduce and customise LGIS Incident Management &amp; Business Continuity Toolkit. Ongoing project support &amp; requirement to ensure acceptance and approval of frameworks.</p> <p><b>Shire Resources: Executive</b> Provide input into BCM Framework and align to Shire operations.</p>
<p><b>Phase 2 – Analysis</b></p> <p>Identification and analysis of all activities provided by the Shire to determine: “Recovery Time Objective” (RTO). Identification of all requirements to enable continuity of critical activities.</p>	<ol style="list-style-type: none"> <li>1. Business Impact Analysis completed for all Shire activities, services and functions.</li> <li>2. Spreadsheet containing continuity requirements for critical activities.</li> </ol> <p><b>Shire Resources: Project Coordinator</b> Assist in identifying and providing a list of all Shire-wide activities and have managers make initial determination on time criticality (High/Medium/Low)</p> <p><b>Shire Resources: Managers, Executive and Key Staff</b> 3 hour workshop facilitated by LGIS to formalise Recovery Time Objectives using the Shire’s Risk Tables.</p>
<p><b>Phase 3 – Design</b></p> <p>Identification of all requirements to enable continuity of critical activities and recovery strategies.</p>	<p>Identify current capabilities;</p> <ol style="list-style-type: none"> <li>1. Alternative Recovery Sites</li> <li>2. IT Capabilities</li> <li>3. Key Supplier alternatives</li> <li>4. Workforce cross-utilisation</li> </ol> <p>Documented Recovery Strategies.</p> <p><b>Shire Resources: Managers, Executive and Key Staff</b> Determine capabilities and approach to recovery options.</p>
<p><b>Phase 4 – Implementation</b></p> <p>Develop and document Incident Management &amp; Business Continuity Response Plan.</p>	<p>Documented Incident Management &amp; Business Continuity Response Plan (Shire-wide).</p> <p>Incorporate any relevant information from current plan based on discussion with Project Coordinator.</p> <p><b>Shire Resources: Incident Management Team</b> Attend 3 hour workshop to develop Incident Management and Business Continuity Response Plan.</p>

The following diagram illustrates the project outcomes in relation to a Business Continuity Management Program:



## Costing Schedule

Scope	Notes	Cost
<b><u>Policy &amp; Program Management</u></b>		
Policy / Procedures / Documentation / BCP Templates		
<b><u>Analysis</u></b>		
Activity identification and prioritisation, Continuity requirements		
<b><u>Design</u></b>		
Resource Requirements (Critical Dependencies & Requirements)		
<b><u>Implementation</u></b>		
Crisis Management & Business Continuity Response Plan		
	<b>TOTAL (excluding GST)</b>	<b>\$3,000</b>
<b>*Excludes any travel and accommodation-related expenses at cost</b>		

## Work Scope Expectations

The Shire of Gnowangerup will:

- Nominate a dedicated contact for project liaison.
- Provide relevant organisational information and documentation where required.
- Identify key internal stakeholders and ensure they are committed to the process.

LGIS will:

- Deliver work scope within agreed time, cost and quality.
- Regularly liaise with dedicated Project Coordinator.
- Provide all documentation in MS Office 2010 and/or PDF format

## Work Scope Potential Constraints

- Shire of Gnowangerup's ability to ensure personnel available for workshop activities.
- Ensuring that activities align to maximise the time LGIS consultant will engage in facilitation.

## Work Scope Structure Approach

- Using LGIS's experience the LGIS consultant will undertake significant pre-work to allow the Shire's personnel to focus on the necessary Business Continuity development.
- LGIS will regularly liaise with the Shire's representatives.
- LGIS will minimise any cost to the Shire of Gnowangerup wherever possible within the project constraints.

## Responsibilities

Name	Responsibilities
<b>Ben Galvin</b> Manager Risk and OSH Services	Ensure the work is delivered as per its terms through the provision of resources and assistance as required.
<b>Michael Sparks</b> Senior Risk Consultant	Deliver the scope of works in accordance with the contract terms.

## Timeframe

To commence on a date to be negotiated and continue until the program of work has been completed.



# Terms and Conditions

Clients are requested to facilitate and increase efficiency of work by promptly:

- I Providing written acceptance of a Proposal.
- II Providing all specifications, information, documentation and other particulars relating to the service or project.
- III Advising any change to timing, scope or reporting objectives. Refer to clause 2. Scope of Works Changes.

## Scope

Unless otherwise agreed to in writing by LGIS the following terms and conditions will apply to the supply of all Services.

### 1. Scope of Works /Service

The Services delivered will be in accordance with the Scope of Works in or attached to the Proposal. LGIS will not be liable for non-compliance with any other Scope of Works and the terms of the Scope of Works override any terms of any other document or purported agreement to the extent of any inconsistency.

### 2. Scope of Works Changes

Changes to the Scope of Works will be effected only by agreement in writing by LGIS. Any such changes may increase or decrease the price and extend or shorten the delivery period, as determined by LGIS in its sole discretion.

### 3. Obligation

A Proposal represents no obligation on LGIS's behalf until LGIS receives written acceptance of a Proposal and signed terms and conditions.

### 4. Taxes and Duties

All prices quoted in an invoice or Proposal are in Australian dollars. All prices are exclusive of GST and any other taxes, or duties applicable unless specifically provided for and detailed.

### 5. Termination

Termination of Services can only be agreed by mutual consent and under the following terms.

In the event of termination by the Client of the Services, LGIS will be entitled to payment of all outstanding fees & expenses plus a standard termination fee of not less than 10% of the value of the contract cancelled, determined by LGIS by reference to all Fees and charges applicable to the Proposal.

### 6. Payment

Unless contrary terms for payment are agreed in writing, the Client will pay LGIS the Fee and any other charges relating to the provision of services provided by LGIS within 14 days of the date of issue of an invoice by LGIS.

If the Client fails to pay LGIS's Fee and charges on the due date, the Client must pay all legal costs and collection charges incurred in the recovery of the debts.

### 7. Intellectual Property Rights

All proprietary rights to the deliverables provided by LGIS in the performance of the work shall be the property of LGIS unless otherwise specified. LGIS shall have free access at all times to such developments. Any pre-existing intellectual property rights (including copyright and know how) remains the property of LGIS. In addition, any documents, data and computer applications/models developed during the work that are not defined as deliverables are the property of LGIS.

### 8. Claims

Subject to law, all claims by the Client must be made in writing to LGIS within 7 days of the delivery or provision of the Services. If no claim is received within 7 days of delivery or provision of the Services it will be deemed that the Client is satisfied with the Service in all respects.

### 9. Instructions

All instructions further to a Proposal must be in writing.

### 10. Third Party Reports and Advice

Unless otherwise agreed in writing by LGIS, LGIS expressly disclaims knowledge of the truth and accuracy of any report or advice provided by any third party and takes no responsibility, and accepts no liability for the use of, or reliance upon, any such report or advice.

### 11. Assignment and Subcontractors

11.1 The rights held by a party in connection with this Agreement may not be assigned without the express written agreement of each party.

11.2 The Client agrees that LGIS may use Contractors and Subcontractors to provide the Services.

### 12. Indemnity

12.1 The Client shall indemnify and keep indemnified LGIS against any loss or damage and against all claims, demands, proceedings, costs, charges and expense where it has been proved that such loss or damage or claims etc. were caused directly by the Client's negligence.

12.2 The liability of LGIS to the Client shall be reduced to the extent that any negligence can be attributed to the Client, its subcontractors, agents or employees, or any other third party.

### 13. Confidentiality

13.1 "Confidential Information" means any information or data designated, marked or determined as such by the Client or LGIS as the case may be and which is not in the public domain. Where there is doubt as to whether the information is in the public domain, it is to be treated as confidential.

13.2 LGIS acknowledges that there is certain Confidential Information that is and will be the sole and exclusive property of the Client, the confidentiality of which the Client wishes to protect ("the Client's Confidential Information").

13.3 The Client acknowledges that there is certain Confidential Information that is and will be the sole and exclusive property of LGIS, the confidentiality of which LGIS wishes to protect ("LGIS's Confidential Information").

13.4 LGIS and the Client shall:

13.4.1 Keep confidential each other's Confidential Information;

13.4.2 Not disclose that information to any person, except:

13.4.2.1 As required by law;

13.4.2.2 With the prior written consent of the owner of that information;

13.4.2.3 To the agents, employees or advisers in the proper performance of the party's responsibilities and duties under this Agreement; or

13.4.2.4 For the purpose of the party carrying out its obligations under this Agreement.

13.5 Neither party shall use each other's Confidential Information except for the benefit of the owner of that information or related entities of that owner. LGIS and the Client shall:

13.5.1 Maintain proper and secure custody of each other's Confidential Information; and

13.5.2 Use their best endeavours to prevent the use of disclosure of that information to third parties.

13.6 The obligations of each party under this Clause continue despite the termination or expiration of this Agreement.

### 14. Force Majeure

LGIS will not be liable for any loss, damage or liability which the Client incurs nor for failure to provide the Services if LGIS's ability to perform its obligations under this agreement is adversely affected by war, strike, trade dispute, damage to plant or machinery, shortage of material or labour, or any cause reasonably beyond LGIS's control.

### 15. Disputes

Any dispute arising in connection with this Agreement, the Proposal or any resulting contract relating to the Services shall first be referred to mediation for resolution. Unresolved disputes shall be referred to arbitration in accordance with the Commercial Arbitration Act 1984 (NSW) (as amended) or its equivalent in the relevant State. This shall not restrict either party's rights to take action at law in the event of urgency.

### 16. Applicable Law

The Proposal and any resulting contract will be governed by the law applicable in the State or Territory where the Proposal is issued by LGIS.

### 17. Interpretation

17.1 In this Contract, including any schedule or annexure hereto, unless the contrary intention appears:

'Agreement' means the Services provided by LGIS to the Client in connection with the Proposal, Scope of Works or any resulting contract related to this document.

'Client' means the Company, partnership, sole trader, or other legal entity wishing to engage services of LGIS and named in the Proposal and which signs this Agreement.

'Fee' means the amounts specified in an invoice issued by LGIS as payable by the client for the Services.

'Services' means consulting, training, software application and/or other services as defined in the Scope of Works.

'Scope of Works' means the specification of goods or services.

'Proposal' means a written proposal prepared by LGIS.

'LGIS' means Echelon Australia Pty Ltd trading as LGIS Risk Management' ABN 96 085 720 056

17.2 A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders.

17.3 An expression importing the natural person includes any company, trust, partnership, joint venture, association, body corporate or public authority.

17.4 Any covenant, indemnity or agreement on the part of 2 or more persons shall be deemed to bind them jointly and each of them severally.

17.5 Headings have been inserted for guidance only and shall not be deemed to form any part of the contract.

17.6 In the interpretation of this Agreement, no rules of construction shall apply to the disadvantage of one party on the basis that that party put forward this Agreement.

17.7 Reference to writing shall include typing, email, telex, facsimile and all other means of reproducing words in a lasting visible form. References to notice shall mean notices in writing.

<b>Authorising Officer:</b>	
<b>Signature:</b>	
<b>Name (print):</b>	
<b>Date:</b>	
<b>Client:</b>	Shire of Gnowangerup
<b>Project Name:</b>	Business Continuity Project

LGIS Risk Management  
Lvl 3, 170 Railway Pde  
West Leederville WA 6007  
Tel: (08) 9483 8888  
Fax: (08) 9483 8898  
www.lgiswa.com.au

**Page intentionally blank**

### **Report/Proposal Disclaimer**

Every effort has been taken by LGIS to ensure that the commentary and recommendations contained in this communication are appropriate for consideration and implementation by the recipient. Any recommendation, advice and information contained within this report given in good faith and is based on sources believed to be reliable and accurate at the time of preparation and publication of this report. LGIS and their respective officers, employees and agents do not accept legal liability or responsibility for the content of the recommendations, advice and information; nor does LGIS accept responsibility for any consequential loss or damage arising from its application, use and reliance. A change in circumstances occurring after initial inspection, assessment, analysis, consultation, preparation or production of this report by LGIS and its respective officers, employees and agents may impact upon the accuracy and relevance of the recommendation, advice and information contained therein. Any recommendation, advice or information does not constitute legal or financial advice. Please consult your advisors before acting on any recommendation, advice or information within this report.

### **Proprietary Nature of Proposal**

This report or proposal is prepared for the sole and exclusive use of the party or organisation ('the recipient') to which it is addressed. Therefore, this document is considered proprietary to LGIS and may not be made available to anyone other than the recipient or person(s) within the recipient's organisation who are designated to assess, evaluate or implement the content of this report or proposal. LGIS publications may be made available to other persons or organisations only with permission of LGIS.

### **© Copyright**

All rights reserved. No part of this document may be reproduced or transmitted in any form by any means, electronic or mechanical, including photocopying and recording, or by information storage or retrieval system, except as may be permitted, in writing, by LGIS.



# Acceptance of Proposal

To: Mr. Ben Galvin  
**Manager, Risk and Governance Services**

Level 3, 170 Railway Parade  
West Leederville WA 6007  
Phone: 08 9483 8888  
Fax: 08 9483 8898  
Email: [ben.galvin@lgiswa.com.au](mailto:ben.galvin@lgiswa.com.au)

We, **The Shire of Gnowangerup**, accept the work scope for the contracted Business Continuity Project at a cost of **\$3,000** excluding GST, travel and accommodation-related expenses at cost.

Yours faithfully,

Signature: .....

Name: .....

Position: .....

Date: .....

**Please remember to keep a copy of this form for your records**



## LGIS

ABN 96 085 720 056

Level 3

170 Railway Parade

WEST LEEDERVILLE WA 6007

Tel +61 8 9483 8888

Fax +61 8 9483 8898

## CONTACT

**Michael Sparks** BCom, Dip FS, CBCI  
Senior Risk Consultant

Tel 08 9483 8820

Mob 0417 331 514

[michael.sparks@jlta.com.au](mailto:michael.sparks@jlta.com.au)

**13.2 AMENDMENT OF RESERVE 14184 AND REVOCATION OF EXISTING MANAGEMENT ORDER**

<b>Location:</b>	Shire of Gnowangerup
<b>Proponent:</b>	Shire of Gnowangerup, Gnowangerup Community Resource Centre (Inc.), Gnowangerup Family Support Association (Inc.)
<b>File Ref:</b>	
<b>Date of Report:</b>	21 <sup>st</sup> March 2018
<b>Business Unit:</b>	Corporate and Community Services
<b>Officer:</b>	V Fordham Lamont – Deputy CEO
<b>Disclosure of Interest:</b>	Nil

ATTACHMENTS

- Letter from Gnowangerup Community Resource Centre (Inc.), including Certificate of Incorporation and current Rules of the Association
- Letter from Gnowangerup Family Support Association (Inc.), including Certificate of Incorporation and current Constitution
- Aerial photograph/map of Reserve 14184 showing proposed boundaries of new reserves

PURPOSE OF THE REPORT

To seek Council's approval to:

- Request the revocation of the existing management order in favour of the Shire of Gnowangerup over Reserve 14184.
- Request an amendment to the existing Reserve 14184 to exclude the land as shown on the attached plan for the creation of two new reserves with management orders in favour of Gnowangerup Family Support Association (Inc.) and Gnowangerup Community Resource Centre (Inc.) respectively. One of the two new reserves would cover the Nobarach Daycare Centre, and the other would cover the Old Telecentre building.
- Retain the balance of the land in Reserve 14084 under the management of the Shire for Community Purposes with Power to Lease and request a new management order to be created and issued for Reserve 14184

BACKGROUND

In keeping with Council's stated strategy of reducing its surplus assets in a responsible manner, officers have over several months consulted with community groups in relation to accepting management orders over portions of a Crown reserve for which the Shire currently holds a management order.

Specifically, Reserve 14184, which is situated adjacent to the Gnowangerup District High School, currently has three distinct groups of buildings situated on it (see attached map). The Old Gnowangerup Police Station and Gaol is situated at the eastern end of the reserve, the Nobarach Daycare Centre in the middle, and the Old Telecentre is located at the western end.

COMMENTS

The Gnowangerup Heritage Group Inc. were recently given a lease by the Shire over the Old Gnowangerup Police Station and Gaol. The buildings will be renovated and, once works are completed, it is intended that the buildings be opened to the Public as a museum.

Gnowangerup Family Support Association (Inc.) runs the Nobarach Daycare Centre in the central building on the reserve and, after approaches from Shire officers, has indicated its willingness to assume the responsibility for the management of the portion of the reserve on which the daycare centre is located.

The Gnowangerup Community Resource Centre (Inc.) currently uses the old Telecentre building for storage purposes. The Department of Communities has advised that it no longer has an interest in the building which it originally constructed. The CRC has indicated its willingness to assume the responsibility for the management of the portion of the reserve on which the old Telecentre building is located.

It is only possible to hold a management order over the whole of a reserve so there is a requirement to revoke the existing management order and amend Reserve 14184 to enable new management orders to be issued to different groups for each of the three new reserves.

### CONSULTATION

The Department of Planning, Lands and Heritage has been consulted with to determine the processes for amending the reserve and revoking the management order.

The Department of Communities has been consulted over its interest in the Old Telecentre building. The email below confirms it no longer has any interest:

**From:** Steven Majewski [<mailto:Steven.Majewski@communities.wa.gov.au>]  
**Sent:** Tuesday, 8 August 2017 9:01 AM  
**To:** Vin Fordham Lamont <[Vin.FordhamLamont@gnowangerup.wa.gov.au](mailto:Vin.FordhamLamont@gnowangerup.wa.gov.au)>  
**Subject:** RE: CPFS BUILDINGS ON CROWN RESERVE 14184, GNOWANGERUP

**Vin, Further to my earlier email.**

**In relation to the Management Order, the Department of Lands has now provided the below advice.**

The Shire of Gnowangerup has a management order under the *Land Administration Act 1997* (LAA) over Reserve 14184 and have the care, control and management of the land for community purposes including improvements. Under the management order the Shire has the power to lease all or part of the reserve and I note the Shire leases the Old Police Station and Goal buildings within the reserve to the Gnowangerup Heritage Group.

**As advised earlier, the Department for Communities no longer has a requirement for the building located on this reserve.**

**Regards**

**Steven Majewski**

Coordinator, Facility Management | Community & Business Services  
Finance & Business Services  
Department of Communities  
P 08 9222 2569 | F 08 9222 2520  
PO Box 6334 East Perth 6894  
W [communities.wa.gov.au](http://communities.wa.gov.au)

## Gnowangerup Shire – A progressive, inclusive and prosperous community built on opportunity

Shire officers met with the Gnowangerup Community Resource Centre (Inc.) and Gnowangerup Family Support Association (Inc.) to discuss this matter and correspondence supporting the Shire's proposal has subsequently been received from both groups (see attached).

### LEGAL AND STATUTORY REQUIREMENTS

Land Administration Act 1997

Part 4 Reserves

s50 Management order, revocation of

### POLICY IMPLICATIONS

Policy 5.1 Asset Management

### FINANCIAL IMPLICATIONS

The only costs involved in this matter are the surveying costs associated with the subdivision. On 12/12/2017, John Jamieson from Albany Surveys quoted a figure of \$4,013 plus GST to complete the required survey works.

It is proposed that the following budget amendment be made to fund these works:

- Reduce GL account 0482 Legal Costs budget from \$25,000 by \$4,500 to \$21,500. (It is not expected that the original budget will be fully utilised.); and
- Increase GL account 29072 Land Development Costs by \$4,500 from \$1,816 to \$6,316.

### STRATEGIC IMPLICATIONS

Shire of Gnowangerup Strategic Community Plan 2017-2027

Theme 5 Financial Sustainability

Objective 2 Effective management to conduct business in a financially sustainably manner.

Strategic Initiative 2.2 Balance service levels for assets against long-term funding capacity

### RISK MANAGEMENT CONSIDERATIONS:

If Council does not support the officer's recommendation, the risk is:

Strategic Risk Category: Financial

Sub-category: Increasing Expenses

The Shire would continue to be responsible for insurance, building maintenance and capital works costs on these properties.

### IMPACT ON CAPACITY

Negligible increase in Shire capacity as we would no longer have to manage a number of buildings.

### ALTERNATE OPTIONS AND THEIR IMPLICATIONS

See Risk Management Considerations above.



**CONCLUSION**

Handing over management of the land (and ownership of the respective buildings) to community groups reduces Council's expenditure and give the community groups involved more ownership of their premises.

**VOTING REQUIREMENTS**

Absolute majority

**COUNCIL RESOLUTION**

**Moved: Cr F Gaze**

**Seconded: Cr S Hmeljak**

**0318.22 That Council:**

- 1. Approves the following budget amendment:**
  - **Reduce GL account 0482 Legal Costs budget from \$25,000 by \$4,500 to \$21,500; and**
  - **Increase GL account 29072 Land Development Costs by \$4,500 from \$1,816 to \$6,316.**
- 2. Authorises the CEO to seek Ministerial approval for the revocation of the existing management order over Reserve 14184.**
- 3. Authorises the CEO to request the amendment of Reserve 14184 to exclude:**
  - **That part containing the Nobarach Daycare Centre to be managed by the Gnowangerup Family Support Association (Inc.); and**
  - **That part containing the Old Telecentre to be managed by the Gnowangerup Community Resource Centre (Inc.).**
- 4. Supports the issue of management orders over the new reserves to the respective management bodies.**
- 5. Authorises the Department of Planning, Lands and Heritage to engage surveyors to carry out the necessary survey works in relation to the proposed reserve amendment.**

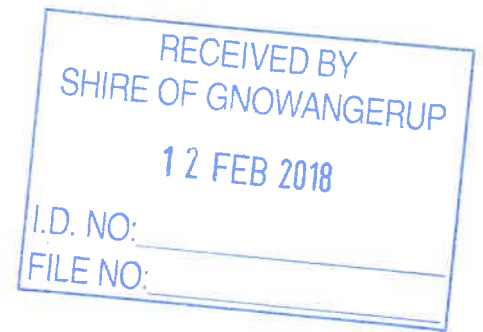
**UNANIMOUSLY CARRIED: 7/0**



GNOWANGERUP  
Family Support Association Inc.



Incorporating Nobarach Occasional Daycare  
& Mobile Child Care Services



8<sup>th</sup> February 2018

Mr Vin Fordham Lamont  
Shire of Gnowangerup  
28 Yougenup Road  
GNOWANGERUP WA 6335

Dear Vin

**RE: NOBARACH DAYCARE CENTRE, CROWN RESERVE 14184, 42 CORBETT STREET, GNOWANGERUP**

Thank you for your correspondence dated the 20<sup>th</sup> December 2017 in regards to the Nobarach Daycare Centre, Crown Reserve 14184, 42 Corbett Street, Gnowangerup.

We would like to accept your proposal to assume the management of the Nobarach Daycare Centre portion of the reserve.

We have enclosed as requested a copy of our Certificate of Corporation and a current copy of the constitution.

Please contact me if you wish to discuss further.

Kind regards

A handwritten signature in black ink, appearing to read "Casey". The signature is written in a cursive, flowing style.

Casey Chambers  
Director  
on behalf of Viktoria Lance, Chairperson

FORM 3

ASSOCIATIONS INCORPORATION ACT 1987 (SECTION 9(1))


CERTIFICATE OF INCORPORATION

No.: A824498

THIS IS TO CERTIFY THAT GNOWANGERUP FAMILY SUPPORT  
ASSOCIATION (INC.)

has this day been incorporated under the Associations  
Incorporation Act 1987.

DATED THIS Seventh DAY OF August 1989.

  
.....  
FOR COMMISSIONER FOR  
CORPORATE AFFAIRS



# **CONSTITUTION OF THE GNOWANGERUP FAMILY SUPPORT ASSOCIATION INC.**

## **1. NAME**

- (a) The name of the organisation shall be called  
"GNOWANGERUP FAMILY SUPPORT ASSOCIATION (INC.)"  
(Herein referred to as the "Association")
- (b) This constitution and Rules are to be read in conjunction with the  
Association Incorporation Act 1987.

## **2. OBJECTS**

- (a) To be a credit to the community in which it functions.
- (b) To foster and promote the well being, welfare and care of people in  
the Gnowangerup and surrounding areas, particularly children and  
multicultural families.
- (c) To encourage communication and stronger relationships between  
all members of the Gnowangerup community.
- (d) To promote, provide and support the provision of child care  
services for Aboriginal and Isolated children.
- (e) To foster and promote the social wellbeing of the Gnowangerup  
community and surrounding areas.
- (f) To support, develop and encourage services and projects directed  
at enhancing the wellbeing of families and children in Gnowangerup  
and the Gnowangerup community as a whole.
- (g) To represent members on issues affecting the needs of families and  
children in the Gnowangerup area.
- (h) To foster interaction and co-operation within and between the  
communities, the non-government services sector and the three  
spheres of government.
- (i) To act as a forum to foster co-operation, information and resource  
sharing between associations or other bodies offering services to  
families and children in the Gnowangerup area so as to minimise  
duplication of services and maximise effective service delivery,  
whilst still preserving an individual's right to choose.

## **3. POWERS**

The association shall have the following powers:

- (a) To purchase, sell, mortgage, lease, exchange or otherwise acquire  
or dispose of any real or personal property or any rights or  
privileges for the objects of the Association.

- (b) To conduct appeals for funds and to accept donations whether being real or personal property and devises and bequests under testamentary dispositions and government grants and to generally raise funds by public subscriptions and any other means as may from time to time be approved by the Committee.
- (c) To invest in Trustee Securities or otherwise to deal with the monies of the Association in such manner as authorised by law and as may from time to time be determined by the Committee.
- (d) To hold and administer property on trust.
- (e) To borrow by way of loan or overdraft or by the issue or execution of mortgages, charges, bonds, debentures, or other securities over all or any of the property of the Association as may be deemed necessary, and to liquidate, redeem or pay off such obligations and securities or any of them.
- (f) To appoint delegates and representatives to other societies, associations, or bodies, and to appoint or elect sub-committees and standing committees as the Association sees fit.
- (g) To co-opt persons as required.
- (h) To appoint auditors as required but that no auditor shall be a member of the Committee.
- (i) To approve the membership of any person eligible for membership and to terminate the membership of any person.
- (j) To suspend, expel, fine or otherwise deal with any member or official for any behaviour or non-compliance with this Constitution, By-laws of the Association or decisions of the Committee when such behaviour or non-compliance is deemed not to be in the best interest of the Association.
- (k) To make By-laws for the conduct of the Association.
- (l) To appoint, suspend or dismiss or otherwise deal with employees, consultants, sub-contractors, or any other bodes, professional or persons having dealings with the Association.
- (m) To furnish, fit up and maintain any premises belonging to and occupied by the Association, and to provide all the necessary equipment, appliances and conveniences therefore.
- (n) To determine from time to time the annual subscription fee, if any, for membership.
- (o) To take out insurance, indemnity or guarantees as are necessary to protect the Association, any member, employee, committee member, or person acting on behalf of the Association.
- (p) To draw, accept and negotiate cheques, bills of exchange, promissory notes and other negotiable instruments.
- (q) To become affiliated or subscribe to any body whose object is similar to the objects of the Association or necessary to achieve those objects and, if appropriate, to withdraw or retire from such association or body.

- (r) To do all things as are incidental or conducive to the attainment of the above objects or any of them.

#### 4. NON PROFIT CLAUSE

The property and income of the Association shall be applied towards the promotion of the objects of the Association and no part of that property or income may be paid or otherwise distributed, directly or indirectly to members of the Association, except in good faith in the promotion of these objects or purpose.

#### 5. MEMBERSHIP

(a) Subject to this Constitution, membership of the Association shall be open to any person living in the Gnowangerup area, who is in agreement with the principles and objects of the Association contained herein, and has satisfied the provisions in the Constitution regarding an application for membership.

(b) The classes of membership are Ordinary Members, Life Members, and Honorary Members.

Ordinary Members shall be either, Organisation Members or Individual Members.

- (i) "Organisations" being non-government organisations or bodies having objects similar, wholly or in part, to the objects of the Association, are permitted two delegates.
- (ii) "Individual Members" being any natural person.
- (iii) Each Organisation member may appoint in writing one representative to represent that member at General Meetings. Such appointments to be for a period not in excess of one year or until the next Annual General Meeting, but such appointment may be varied from time to time. There shall be no limitation on the number of times a representative may be appointed. Written notice of the appointment shall be forwarded to the Secretary/Treasurer at least three (3) days before a meeting at which the representative will attend.
- (iv) Each representative so appointed may nominate with the consent of his or her organisation, in the prescribed manner, for a position on the committee and, if elected, shall then hold office as an Individual Member. Upon leaving his or her organisation or resignation or removal from office, his or her position on the Committee shall be vacant.
- (v) Any representative of an Organisation Member may, if unable to attend a General Meeting, appoint in writing a

fellow financial member or their representative as their proxy, such appointment is to be received by the Secretary no later than three (3) clear days before the General Meeting concerned. The proxy is only valid for that meeting.

- (c) Life Membership and Honorary Membership may be conferred by the General Meeting or any person who, in the opinion of two-third (2/3) of the members of the Committee is deserving of such status. Notice of the meeting at which the decision is to be made on a Life Membership and Honorary Membership must be given to all members of the Association.

The number of Life Members and Honorary Members combined shall not exceed a ration of one (1) for every six (6) Ordinary Members at any one time.

- (d) Membership and services shall be non-political, non-segretarian, non-sexist and non-discriminatory.
- (e) Ordinary Membership is available to any person who shall make application in such form or forms, if any, as shall from time to time be determined by the Committee.
- (f) The acceptance of membership of an applicant which is at the discretion of the General Meeting is subject to the applicant signing a statement in a form, if any, to be determined by the Committee from time to time to effect that the applicant is in agreement with the principles, By-laws, and objects of the Association contained herein.
- (g) All members agree to be bound by the Constitution, By-laws, and decisions of the Committee unless otherwise altered by the General Meeting and pay the annual subscription fee.
- (h) All annual subscriptions are due and payable at the Annual General Meeting or upon acceptance as a member.

## 6. CESSATION OF MEMBERSHIP

- (a) Any member desiring to resign his or her membership shall do so by written notice to the Secretary, but no such resignation shall relieve any member from payment of any subscription in arrears or other monies due by him or her to the Association at the date of his resignation.
- (b) Every member shall be under a continuing subscription until he or she ceases to be a member.
- (c) The Committee shall have the power to fine, expel or suspend any member but shall not do so until it has conducted a proper inquiry into the alleged misconduct of the member and only after a proper hearing at which the member shall have the right to be heard. At least fourteen (14) days prior to the hearing, the member shall be given a notice stating the grounds for the proposed fine, exclusion,



or suspension of membership. Within fourteen (14) days after the hearing, the member shall be informed of the results of the hearing.

- (d) A member, who is fined, suspended or expelled, may, within fourteen (14) days of receiving notification of the result of the hearing, appeal to the General Meeting. Within thirty (30) days of a lodgment of an appeal, the Committee shall call a Special General Meeting.

## 7. OFFICE BEARERS

- (a) Subject to the Constitution and the final authority of the General Meeting, the management powers and administration of the Association relating to the day to day matters shall be vested in the Committee which shall consist of the following officers:-
- Chairperson
  - Vice Chairperson
  - Secretary/Treasurer
  - Four (4) parents/ carers of children attending the Child Care Centres
  - One (1) representative nominated by the Gnowangerup Aboriginal Corporation
  - One (1) representative from the Gnowangerup Shire
  - The immediate past Chairperson
  - One (1) representative nominated by the Gnowangerup Community Playgroup Inc
  - One (1) representative nominated by the Gnowangerup & Districts Toy Library Inc
- (b) Subject to the authority of the General Meeting, the Committee, which shall consist of the Chairperson, Vice Chairperson, Secretary/Treasurer, and eight other Committee members, shall be responsible for the day to day management and administration of the Association between Committee Meetings and General Meetings.
- (c) The Committee shall be responsible for:
- (i) Upholding and advancing the objects of the Association.
  - (ii) The proper exercise of the powers of the Association.
  - (iii) General management and administration of the Association.
  - (iv) Finances of the Association but all expenditure concerning equipment and maintenance, commitments or agreements involving a sum in excess of \$1000 must be approved by the General Meeting.

- (v) The compliance of the Association and its members with the provisions of the Association Incorporation Act 1987, particularly those provisions relating to disclosure of interest.
- (d) The Committee shall meet as required to handle its responsibilities.
- (e) The quorum for a Committee meeting shall be five (5) members, one of which must be the Chairperson, Vice Chairperson or Secretary/Treasurer.
- (f) Any office bearer can be removed from office by a General Meeting.

## 8. GENERAL MEETINGS

- (a) Overall management and administration of the Association shall be vested in the members of the General Meeting.
- (b) The Association shall hold General Meetings for all members at least once every eight (8) weeks at a date or time decided by the General Meeting or if the General Meeting fails to decide on a date or time, by the Committee.
- (c) The General Meeting shall be responsible for:
  - (i) Upholding and advancing the objects of the Association.
  - (ii) The proper exercise of the powers of the Association.
  - (iii) Formulating Association policies.
  - (iv) General management and administration of the Association.
  - (v) Finances of the Association.
  - (vi) Filling any casual vacancy of the Committee, this may occur during the Committee's term of office.
- (d) The quorum for a General Meeting shall be five (5) members, one of which must be the Chairperson, Vice-Chairperson, and Secretary/Treasurer.
- (e) Notice of all General Meetings shall be given to members by placing a notice of such a meeting and agenda on the premises of the Child Care Centre and the Gnowangerup Aboriginal Corporation Centre. Members may otherwise obtain the date and time of the meeting from any member of the Committee.

## 9. NOMINATION AND METHODS OF ELECTION OF OFFICE BEARERS

- (a) Office-bearers of the Association shall be nominated and seconded by financial members of the Association and voted on at the Annual General Meeting.
- (b) The Committee shall be elected annually at the Annual General Meeting and hold office from the Annual General Meeting of their election to their following Annual General Meeting. Any person

appointed to fill a casual vacancy by the Committee shall only hold office for the Committee's current term.

(c) At the Annual General Meeting, the following provisions relating to election of officers shall apply:

- (i) The General Meeting shall elect a Returning Officer by a show of hands. The Returning Officer shall in turn appoint two (2) scrutineers to assist him or her.
- (ii) Should only the required number of candidates be nominated for particular positions, the Returning Officer shall declare all such candidates elected at the completion of the election.
- (iii) Should the number of candidates exceed the number of vacancies to be filled, a secret ballot shall take place to decide who shall fill a particular vacancy. The ballot shall be conducted by the Returning Officer who, in the event of a drawn ballot, shall place two names in a round cylinder and draw out the winning candidate.
- (iv) The system of voting shall be first past the post. A ballot paper which does not comply with the requirements for this system of voting shall be null and void.
- (v) Any candidate involved in a ballot may nominate one scrutineer for representing him or her at the counting of votes.

## 10. DUTIES OF OFFICE BEARERS

Unless otherwise determined by the Committee, the duties of the members of the Committee shall include the following:

- (i) The Chairperson shall preside at all meetings and functions of the Association and determine whether or not a quorum is present at such meetings, be the only official representative or spokesperson for the Association, and ex-officio member of all Sub-committees and Standing Committees.
- (ii) The Vice-Chairperson in the absence of the Chairperson shall perform the duties of the Chairperson as contained therein. Should he or she not preside, a Chairperson shall be elected from those present on the particular occasion.
- (iii) The Secretary/ Treasurer shall
  - (a) Be responsible for informing members and office-bearers, and/or other individuals as the case may be, of forthcoming Association functions, meetings and business and any relevant news.

- (b) Keep a minute book and record therein a true and accurate record of the proceedings of all Committee Meetings, Annual General Meeting, and Special General Meetings and ensure that the Chairperson signs the minute book after its confirmation by resolution.
- (c) Deal with incoming and outgoing correspondence.
- (d) Keep copies of the Constitution, and By-laws and the Association Incorporation Act 1987 available for inspection by a financial member.
- (e) Have custody of all books and documents of the Association.
- (f) Receive and submit all applications for membership to the Committee for approval, and keep a Register of Members so approved, which shall record name, address, and nature of membership of each member.
- (g) Keep a record of all office holders in accordance with Section 29 of the Associations Incorporation Act 1987.
- (h) Cause true and proper books to be kept in which a strict account of all monies received and all monies disbursed shall be kept.
- (i) Issue effectual receipts for all monies received.
- (j) Pay all accounts on the authority of the Committee and in the proper manner
- (k) Report to the Annual General Meeting on the financial standing of the Association.

#### 11. CASUAL VACANCIES IN MEMBERSHIP OF COMMITTEE

A casual vacancy occurs in the office of a Committee member and that office becomes vacant if the Committee member-

- (a) dies;
- (b) resigns by notice in writing delivered to the Chairperson or, if the Committee member is the Chairperson, to the Vice-Chairperson and that resignation is accepted by resolution of the Committee;
- (c) is convicted of an offence under the Act;
- (d) is permanently incapacitated by mental or physical ill-health;
- (e) is absent from more than-
  - (i) 3 consecutive Committee meetings; or
  - (ii) 3 Committee meetings in the same financial year without tendering an apology to the person presiding at each of those Committee meetings; of which meetings the member received notice, and the Committee has resolved to declare the office vacant;
- (f) ceases to be a member of the Association; or

(g) is the subject of a resolution passed by a general meeting of members terminating his or her appointment as a Committee member.

#### 11. ANNUAL AND SPECIAL GENERAL MEETINGS

- (a) The Annual General Meeting shall be held in the month of August or September of each year on a day to be determined by the Committee and include in its agenda the Annual Report of the Committee.
- (b) Special General Meeting shall be called by the Secretary/Treasurer when either directed by the Chairperson or upon a requisition in writing signed by five (5) members of the Association setting out their purpose or agenda of the proposed meeting. At all Special General Meetings, no business shall be transacted other than that specified in the notice convening such a meeting.
- (c) The date and place of the Annual General Meeting and Special General Meeting shall be circulated to members not less than fourteen (14) days prior to a meeting in the case of the former and ten (10) days prior to a meeting in the case of the latter.
- (d) A quorum for an Annual General Meeting or Special General Meeting shall be eight (8) financial members of the Association.
- (e) Standing Orders for the conduct of the meetings shall be observed unless otherwise determined by the General Meeting.

#### 12. VOTING

- (a) Only Ordinary Members and Life Members who are financial shall be entitled to hold office, nominate or elect office-bearers, or vote at any meeting of the Association. No other class of member shall have these rights and privileges. Permanent employees and their partners who are Members of the Association have no voting rights.
- (b) Unless otherwise specified in this Constitution, resolutions at the Annual General Meeting, Special General Meetings and Committee Meetings shall be carried by a simple majority of members present.
- (c) Unless otherwise specified in this Constitution, voting shall be by a show of hands of a division of members. A secret ballot shall be held if 25% or more of financial members present demand it. The Chairperson shall determine the manner in which the secret ballot will be conducted, and the result as declared by the Chairperson, shall be deemed to be resolution of the meeting concerned

#### 13. FINANCE

(a) All funds shall be deposited to the credit of the Association at such Bank or Building Society as may be approved by the Committee from time to time. All such accounts shall be operated by;

- (i) Chairperson
- (ii) Vice Chairperson
- (iii) Secretary/ Treasurer
- (iv) Administration Officer
- (v) Director
- (vi) One other Executive Committee member

and require the signature of one of the aforementioned positions.

- (b) The Association's financial and membership year shall run from 1<sup>st</sup> July of one year to the 30<sup>th</sup> June of the following year.
- (c) The annual subscription if any, payable by each class of member shall be the amount as prescribed by the Annual General Meeting from time to time.

#### 14. AUDITOR

- (a) The Auditor or Auditors shall be appointed by a majority of members at the Annual General Meeting but no Auditor or Auditors so appointed shall be a member of the Committee. Any vacancy shall be filled at a Special General Meeting convened for that purpose.
- (b) The Auditor or Auditors shall once in every year make an audit of the Association's account and submit that same to the Annual General Meeting.
- (c) The Committee shall give to the Auditor or Auditors at all reasonable times' full access to the Association books and accounts and afford them every facility for the purpose of making a correct audit of the Association's financial affairs.
- (d) Normal auditing practices are to be observed.

#### 15. COMMON SEAL

The Common Seal of the Association shall be in the custody of the Secretary/Treasurer and shall only be affixed to any document pursuant to a resolution of the Committee. The affixation of the Seal shall be attested to be the Secretary/Treasurer and then only in the presence of a quorum of the Committee

#### 16. INSPECTION BY ASSOCIATIONS BOOKS AND CONSTITUTION

Upon reasonable notice to the Secretary/Treasurer, any financial member may inspect the Constitution, books, and documents of the Association, including a copy of the Association's Incorporation Act 1987.

17. INTERPRETATION OF CONSTITUTION AND BY-LAWS

Subject only to the final authority of the General Meeting, the Committee shall decide upon all questions of interpretation associated with the Association's Constitution and By-laws.

18. AMENDMENTS TO THE CONSTITUTION

- (a) No rule shall be amended, replaced nor shall any new rule be made except by the vote of 75% majority of the members present at the Special General Meeting or Annual General Meeting.
- (b) Notice of any proposed amendment, repeal or addition must be given in writing to the Secretary/Treasurer at least twenty (20) days prior to the meeting to be convened for that purpose and at least fourteen (14) days notice of such meeting shall be given to all financial members.
- (c) The Deputy Commissioner of Taxation, Perth and the Commissioner of Corporate Affairs will be advised of any changes to the Constitution in writing within thirty (30) days of such alteration or replacement.

19. SERVICE OF NOTICES

- (a) A notice required to be given under this Constitution shall be in writing and deemed to be served on the person to whom it is given, by either giving it personally to them or sending it through the post in a prepaid letter to the address of that person last notified to the Secretary/Treasurer.
- (b) Any notice served by post shall be deemed to have served at the time that the notice would be delivered in the ordinary course of the post, and in proving such service it shall be sufficient to prove that the envelope containing the notice was properly addressed, pre-paid and posted.

20. INTERPRETATION

- (a) Headings in this Constitution and rules are for reference only and do not affect the construction of this Constitution.
- (b) Words signifying the singular shall, where applicable include the plural and vice versa, any gender includes all other genders and

except where repugnant to the context any reference to a gender includes an organisation or other body.

## 21. DISSOLUTION

- (a) The Association may be dissolved or wound up by a vote of three-fourths (3/4) majority of financial members present and voting at any General Meeting or Special General Meeting of the Association convened for that purpose.
- (b) In the event of dissolution of the Association, any remaining assets, after satisfaction of all debts and liabilities, shall be transferred to another incorporated Association, having objects similar in whole or part as to the objects of the Association, or covered by the provisions of sub-paragraph 78(1)(a)(ii) of the Income Tax Assessment Act. Shire Buildings vested in the GFSA would return to the Shire at the dissolution or winding up of the association.
- (c) Any dissolution or winding up shall take place in accordance with Part VI of the Associations Incorporation Act 1987.
- (d) Notice of dissolution of the Association will be given to the Deputy Commissioner of Taxation, Perth.

I/We hereby certify that this is a true and correct copy of the Constitution and Rules of "Gnowangerup Family Support Association (Inc.)"

### AUTHORISED PERSON/S

This is the annexure of 12 pages marked "A" referred to in Form 5 signed by me and dated 28<sup>th</sup> September 2006

.....  
Fiona Gaze  
Chairperson





Deanne Noakes  
Gnowangerup Community Resource Centre  
47 Yougenup Road  
Gnowangerup W.A. 6335  
9/02/2018

RECEIVED BY  
SHIRE OF GNOWANGERUP  
14 FEB 2018  
I.D. NO: \_\_\_\_\_  
FILE NO: Adm0083.  
C/R OCR173332

Vin Fordham Lamont  
Acting Chief Executive Officer  
Shire of Gnowangerup  
Gnowangerup W.A. 6335

Dear Vin Fordham Lamont,

This letter is to confirm the Gnowangerup Community Resource Centre agrees to accept the care, control and management of the Old Telecentre portion of the reserve, 14184.

Please see enclosed required documents;

- Current copy of Certificate of Incorporation
- Current copy of Constitution

Kind Regards

Deanne Noakes

### Manager

'Yougenup Centre'  
47 Yougenup Road | PO Box 51, Gnowangerup WA 6335  
Ph: 08 98271 635  
Fax: 08 98271 636  
E: [gnowangerup@crc.net.au](mailto:gnowangerup@crc.net.au)  
W: [www.gnowangerup.crc.net.au](http://www.gnowangerup.crc.net.au)





Government of Western Australia  
Department of Commerce

**WESTERN AUSTRALIA**  
*Associations Incorporation Act 1987*  
(Section 18(6))

Registered No: A1009093A

# Certificate of Incorporation on Change of Name

This is to certify that

**GNOWANGERUP TELECENTRE INCORPORATED**

which was on the twelfth day of July 2000  
incorporated under the *Associations Incorporation Act 1987*  
changed its name on the twenty-sixth day of May 2010 to:

**GNOWANGERUP COMMUNITY RESOURCE CENTRE (INC.)**

Dated this twenty-sixth day of May 2010

Commissioner for Consumer Protection

C  
E  
R  
T  
I  
F  
I  
C  
A  
T  
E



Government of Western Australia  
Department of Commerce

**WESTERN AUSTRALIA**

*Associations Incorporation Act 1987*  
(Section 18(6))

Registered No: A1009093A

**Certificate of Incorporation  
on Change of Name**

This is to certify that

**GNOWANGERUP TELECENTRE INCORPORATED**

which was on the twelfth day of July 2000  
incorporated under the *Associations Incorporation Act 1987*  
changed its name on the twenty-sixth day of May 2010 to:

**GNOWANGERUP COMMUNITY RESOURCE CENTRE (INC.)**

Dated this twenty-sixth day of May 2010

A handwritten signature in black ink, appearing to read 'Guill'.

Commissioner for Consumer Protection

CERTIFICATE

**GNOWANGERUP  
COMMUNITY RESOURCE CENTRE INC.**

**RULES OF THE ASSOCIATION**

**(December 2013)**

---

# **GNOWANGERUP COMMUNITY RESOURCE CENTRE INC.**

## **RULES OF THE ASSOCIATION**

---

### **1. Name of the Association**

The Name of the Association is Gnowangerup Community Resource Centre Inc.

### **2. Definitions**

The following definitions apply:

- 2.1 'The Act' means the Associations Incorporation Act, 1987 (Western Australia).
- 2.2 'The Association' refers to Gnowangerup Community Resource Centre Inc.
- 2.3 'The Committee' means the management committee of the association.
- 2.4 'AGM' means an annual general meeting of the association.
- 2.5 'Member' means any ordinary member, organisational member or honorary life member as defined in clause 6.
- 2.6 'Co-ordinator' refers to the senior staff member employed by the association to manage the day-to-day affairs of the association.

### **3. Objectives**

The Objectives of the association are to:

- 3.1 To provide opportunities for access to and training in the use of information technology for disadvantaged community members to assist them to address issues of poverty, illness, isolation and other disadvantages.
- 3.2 To improve access to economic, employment and social opportunities.
- 3.3 To provide local opportunity for access and training, using advanced technologies and other medium for education, business, and cultural development.
- 3.4 To ensure that all members of the community can have access to information technology facilities.
- 3.5 To obtain funds from donations, grants and other sources.
- 3.6 To provide opportunities for members of the community to be involved in the management of a resource for the community.
- 3.7 To ensure the association is effective and remains community owned and managed.
- 3.8 To assist with the implementation of the Western Australian Community Resource Network Strategic Plan.

- 3.9 The property and income of the association shall be applied solely towards the promotion of the objectives of the association and no part of that property or income may be paid to members, except in good faith in the promotion of those objectives.

#### **4 Powers of the Association**

- 4.1 The Association can open and operate bank accounts, make investments, buy and sell property, apply for funding, own and use intellectual property, to receive monies or goods by way of gifts, to amalgamate, co-operate, affiliate and enter into reciprocal arrangements with any other group or association, which has objectives wholly or in part similar to those of the Association and undertake any other lawful activities necessary to carry out the objectives.
- 4.2 The Executive Committee of the Association has the power to appoint and remove employees and to determine the remuneration and terms and conditions of such employments.
- 4.3 The Executive Committee has the power, if urgently required to make an informed decision that reflects the objectives and rules of the association. The decision must be by majority vote of not less than two members.

#### **5 Membership**

##### **5.1 Qualifications for Membership**

Membership shall be open to any person or organisation who:

- (a) Is in agreement with the objectives of the association.
- (b) Is not a paid employee of the association.
- (c) Has satisfied the procedure for membership specified below.
- (d) Is a resident or business, residing in Gnowangerup or surrounding districts, who pays the required membership fee, as set by the Gnowangerup Community Resource Centre Inc. Management Committee.

##### **5.2 Classes of Membership**

There shall be three (3) classes of members:

(a) **Ordinary Members**

Ordinary members are individuals who support the objectives of the Association. Ordinary members are entitled to attend general meetings of the association, have voting rights and are eligible for election to the committee.

(b) **Organisational Members**

Organisational members are organizations or incorporated bodies, which support the objectives of the association.

An Organisational member shall appoint one delegate who is to represent their organisation at meetings. This organisational delegate is entitled to one (1) vote and is eligible for election to the committee.

(c) Honorary Life Members

Honorary Life members are people who have made an outstanding contribution to the association.

Honorary life members have the same rights as other members of the association. They are eligible for election to the committee.

Honorary life membership is conferred for life unless the member resigns or has their membership terminated under the provisions of this constitution.

Honorary life members are exempt from the payment of membership fees.

5.3 Honorary Life Membership

Honorary life membership will be offered to individuals by a majority vote of the committee.

5.4 Membership Fees

- (a) The committee shall determine the amount of membership fee.
- (b) The committee may set a reduced fee or waive the fee for certain members and vary the fee for different classes of membership.
- (c) Membership fees are payable annually by the expiry date of the current membership. Members may pay their fees up until the start of the next annual general meeting. Memberships not renewed by this time will cease and members will have to reapply for membership as specified above.

5.5 Register of Members of the Association

The secretary shall ensure that a register of members showing the name of the member, the address, the contact person in the case of an organisational member, date membership commenced and the date membership expires is maintained.

The secretary shall ensure the name of any person who dies or who ceases to be a member of the association is deleted from the register of members.

5.6 Register of Members of the Management Committee

The secretary shall keep and maintain a register of members of the committee showing name, address, position held, the date of membership of the committee commenced and the date membership ceased.

5.7 Cessation of Membership

- (a) A member can resign from the association by giving notice in writing to a member of the committee. Their membership ceases on the delivery of the notice.
- (b) Expulsion of Members

- (i) A member can be expelled if the committee considers their conduct is detrimental to the association.
- (ii) To expel a member, the committee must give the member at least seven (7) days notice in writing of the committee meeting at which the expulsion will be discussed. The notice must state why the member is being considered for expulsion. The member is entitled to have a representative attend this meeting to address the committee, however, the member and their representative can be required to leave the meeting while the committee deliberates the expulsion.
- (iii) The committee must advise the member in writing of their decision and the reasons for it. The expulsion of a member takes effect immediately they receive the notice of expulsion.
- (iv) The member can appeal against their expulsion to the next committee meeting.

## 5.8 Indemnity

Every committee member and other officer of the association is entitled to be compensated out of the property of the association against any debt incurred by the committee member or officer in defending any legal proceedings in which judgement is given in favour of the committee member or officer, or in which the committee member or officer is found to be not guilty.

## 6 Management of the Association

### 6.1 Management Committee

The association shall be managed by a committee comprising of:

- Chairperson
- Vice Chairperson
- Secretary and/or Treasurer
- Past Chairperson
- Up to 5 other committee members
- A Delegate from the Gnowangerup Shire Council
- A Delegate from Southern Agcare

The Executive Committee is comprised of the Chairperson, Vice Chairperson, Past Chairperson and the Secretary and/or Treasurer.

### 6.2 The committee shall be responsible for:

- (a) Upholding and advancing the objectives of the association and the proper exercise of the powers of the association.
- (b) Meeting the requirements of the Associations Incorporations Act, 1987.
- (c) Establishing policy and procedures, which will ensure effective management and administration of the association, the association staff and any services it provides.



- (d) Establishing policy and procedures, which will ensure effective financial management of the association.
- (e) Establishing and managing sub-committees.
- (f) Maintaining membership of and community support for the association.

### 6.3 Committee Meetings

- (a) The committee shall meet at least once every 3 months or as often as is required to complete the business of the association.
- (b) Meetings may be conducted in person or by telephone or by electronic means.
- (c) The chairperson or two (2) members of the committee shall have the power to call a meeting of the committee.
- (d) Notice of all meetings of the committee shall be given to all its members. Such notice may be given verbally, either personally or by telephone, or by letter or electronic means.

### 6.4 Quorum for Management Committee Meetings

The quorum for a meeting shall be four (4) members of the committee.

### 6.5 Voting at Management Committee Meetings

- (a) Each committee member including the chairperson has one (1) vote.
- (b) All voting shall be in person (including by telephone or electronic means) and all decisions at committee meetings will be deemed to be passed if a majority vote is obtained.
- (c) The chairperson will have a casting vote in the case of a tied vote.
- (d) Any member of the committee who has a direct or indirect financial interest in any matter to be considered by the committee shall as soon as they are aware of their interest disclose it to the committee and cease to be involved in the decision.
- (e) The committee may invite any person to address the meeting but that person has no right to vote.

### 6.6 Staff Representation at Committee Meetings

- (a) A staff member nominated by the committee will attend each committee meeting in an ex-officio capacity and shall not have a vote.

The staff member will:

- (i) Present a report on the operations of the service since the last meeting, in a format determined by the committee.
- (ii) Bring to the attention of the committee any issues that require committee consideration.
- (iii) Provide information and advice to assist the committee in its deliberations.

(iv) Provide feedback to other staff of the considerations and deliberations of the committee.

(b) The committee may, by majority vote, require that no staff member be present for all or part of a committee meeting.

#### 6.7 Election of Management Committee Members

(a) Committee members shall be elected at the annual general meeting (AGM) of the association for a term of one (1) year.

(b) Nominations for committee positions

(i) Only financial members of the association can nominate for election.

(ii) Retiring committee members may nominate for re-election.

(iii) Nominations for vacant positions on the committee may be received in writing prior to the annual general meeting.

(iv) Nominations may be received at the annual general meeting.

(v) If any committee positions are not filled at the annual general meeting the committee shall endeavour to fill the positions as soon as possible from the membership of the association for the period up until the next annual general meeting.

#### 6.8 Term of Office of Management Committee Members

(a) The term of office of an elected member of the management committee ends at the commencement of the annual general meeting and commences after the person's election to the committee.

(b) Retiring members can re-nominate for committee positions.

#### 6.9 Cessation of Office of Management Committee Members

(a) A member of the committee shall cease to hold office if:

(vi) They resign in writing as a committee member.

(vii) They resign, are suspended or expelled as a member of the association.

(viii) A majority of the committee vote to expel a person from the committee.

(b) Expulsion from Management Committee

(i) A member can be expelled as a member of the committee if the committee considers the members conduct is detrimental to the interests of the association or the member is not performing their duties of office fully.

(ii) To expel a member the committee must give the person at least seven (7) days notice in writing (including electronic means) of the committee meeting at which the expulsion will be discussed. The notice must state why the member is being considered for expulsion.

The member is entitled to attend this meeting to address the committee, however, they can be required to leave the meeting while the committee deliberates the expulsion.

- (iii) The committee must advise the member in writing of their decision, and the expulsion of a member takes effect immediately they receive the notice of the expulsion.

(c) **Absence From Meetings**

Absence from three (3) committee meetings without notification or acceptable excuse is grounds for removal from office of a committee member.

**6.10 Casual Vacancies in Membership Committee**

- (a) When a position on the committee becomes vacant, the committee will second a member of the association to fill the vacant position until the next annual general meeting of the association.
- (b) If a delegate of an organisation holds the position on the committee the organisation may select another delegate to take their place. If the organisation elects not to select another delegate the committee will second a member as per clause 7.10(a).

**8 Duties of Office Bearers**

Unless otherwise determined by the committee, the duties of the members of the committee shall include the following:

**8.1 Duties of Chairperson**

- (a) Ensure with other members of the committee, that the legal responsibilities of the association including compliance with the Associations Incorporation Act, 1987, and funding agreements are met.
- (b) Ensure regular committee meetings are held and that all committee members are advised of the meetings.
- (c) Draw up an agenda for the meetings with the assistance of the secretary.
- (d) Manage and facilitate the meetings of the association.
- (e) Be a member of sub-committees if required.
- (f) Act as spokesperson for the association.

**8.2 Duties of the Vice Chairperson**

- (a) The vice-chairperson shall assist the chairperson in his/her duties and, in the event the chairperson is absent from a meeting, perform the duties of the chairperson.
- (b) Act as spokesperson for the association when required.
- (c) Perform other duties as imposed by these rules of association.

8.3 In the absence of the chairperson and the vice-chairperson at a committee meeting a member elected by a majority vote of the committee shall undertake the duties of the chairperson.

#### 8.4 Duties of the Secretary

The secretary will ensure that the following tasks are undertaken by the co-ordinator of the association:

- (a) Call meetings in accordance with these rules.
- (b) Ensure that accurate minutes are taken of committee meetings and any other meetings of the organisation.
- (c) Keep and maintain an up-to-date record of the rules of the association and make these available for inspection on request by a member of the association.
- (d) Ensure a register of members and committee members is maintained.
- (e) Be responsible for the common seal of the association and ensure that it is only used on proper authority.
- (f) Ensure a procedures manual detailing all policies and procedures of the association is maintained.
- (g) Perform such other duties as imposed by these rules of the association.

8.5 In the absence of the secretary at a committee meeting another member shall be elected to ensure proper minutes are taken.

#### 8.6 Duties of the Treasurer

- (a) Ensure proper books of account, which correctly record and explain the financial transactions of the association, are kept.
- (b) Ensure the safekeeping of all books and documents of a financial nature, including securities.
- (c) Ensure that funds are not being mismanaged.
- (d) Ensure the financial requirements of funding bodies are met.
- (e) Ensure quarterly financial reports are produced and presented to the committee meetings and to members at general meetings.
- (f) Ensure an audit of the books is prepared each year and that the accounts of the association, showing the financial position at the end of the preceding financial year, are submitted to members at the annual general meeting.
- (g) Ensure an annual budget is prepared at the beginning of each financial year.
- (h) Perform such other duties as imposed by the rules of the association.

#### 8.7 Duties of Other Management Committee Members

Other committee members shall assist the chairperson, secretary or treasurer in undertaking their duties.

## 8.8 Spokesperson

The person acting as spokesperson for the association shall make statements in accordance with previously agreed policy, or, in an emergency, following consultation with at least two (2) other committee members.

## 9 Annual General Meetings and Special General Meetings

### 9.1 Annual General Meeting

- (a) The annual general meeting shall be held within three (3) months of the end of the association's financial year on a day to be determined by the committee.
- (b) Not less than fourteen (14) days written notice (including electronic means) shall be given of the annual general meeting and shall specify the place, date and hour.
- (c) The business of the annual general meeting shall be:
  - (i) The receipt of the chairperson's report for the previous financial year.
  - (ii) The receipt of the co-ordinators report for the previous financial year.
  - (iii) The receipt of the treasurer's report and the audited financial statements for the previous financial year, together with the financial budget for the next or current financial year.
  - (iv) The election of committee members.
  - (v) The appointment of an auditor for the following financial year.
  - (vi) Any other business to be placed on the agenda must be submitted in writing 7 days prior to the commencement of the meeting.

### 9.2 Special General Meeting

- (a) The secretary shall call a special general meeting of the association within twenty one (21) days of receiving a directive from the committee, or the request of 50% of the committee members. The request must specify the business to be carried out at that meeting.
- (b) Not less than seven (7) days notice shall be given to the members, of any special general meeting. The notice shall specify the place, date and time of the special general meeting and nature of the business to be carried out at that meeting.
- (c) The quorum for a special general meeting is six (6) members, present in person only. If there is no quorum within fifteen (15) minutes of the starting time for the meeting, then a majority of the members present shall decide to adjourn the meeting for a period of not more than fifteen (15) days. The quorum for the adjourned meeting shall be the number of members present fifteen (15) minutes after the starting time.

### 9.3 Quorum for Annual General Meetings

The quorum for an annual general meeting is six (6) members, present in person or by proxy. If there is no quorum within fifteen (15) minutes of the starting time for the meeting, then a majority of the members present shall decide to adjourn the meeting for a period of not more than thirty (30) days. The quorum for the adjourned meeting shall be the number of members present (including by electronic means) fifteen (15) minutes after the starting time.

#### 9.4 Voting at Annual General Meetings

(a) Proxies

A member may appoint in writing (including by electronic means) another member to be their proxy and to attend, and vote on their behalf at any annual general meeting.

(b) A member may not be a proxy to more than one (1) other member.

(c) Each member, present in person or by proxy, at a annual general meeting is entitled to one (1) vote.

(d) A secret ballot shall be held if a request is made by a financial member present. The chairperson shall determine the manner in which the secret ballot will be conducted, and the result as declared by the chairperson, shall be deemed to be a resolution of the meeting concerned.

### 10 Disputes

If any dispute arises between the association and any of its members and cannot be amicably settled by the management committee, the matter should be referred to a special general meeting of the association. If the dispute cannot be resolved at the special general meeting the management committee shall arrange for an arbitrator to hear the dispute. The arbitrator may be a qualified mediator, a legal practitioner, a local government representative, a representative from the local Regional Development Commission or from the Department of Commerce and Trade or another person agreed to by all parties involved in the dispute.

### 11 Service of Notices

For the purpose of these rules, a notice may be served by or on behalf of the association upon any member either personally or by sending it by post or by electronic means to the member at the member's address.

### 12 Sub-Committees

12.1 The committee may establish sub-committees and may wind-up, direct or overturn any decisions of the sub-committee as they see fit.

12.2 Any sub-committee must include at least one (1) member of the management committee and shall be chaired by a member of the management committee. The chairperson of a sub-committee shall report on the operations of the sub-committee to management committee meetings.

### 13 Finance

13.1 All funds shall be deposited to the credit of the association at such bank or building society as may be approved by the committee from time to time.

- 13.2 Four (4)-office bearers shall be signatories to the bank accounts of the association with at least two (2) people to sign or in the case of a joint secretary/treasurer three (3) office bearers plus one committee member shall be signatories to the bank account.
- 13.3 The association's financial year and membership year shall run from July 1 of one year to June 30 of the following year.

#### **14 Audited Accounts and Records**

- 14.1 The committee shall appoint an auditor who is not a member of the association, who shall audit the accounts and records of the association annually and the treasurer shall present to the annual general meeting a report as to the financial position of the association.
- 14.2 The committee shall give to the auditor at all reasonable times full access to the association's books and accounts and afford the auditor every facility for the purpose of making a correct audit of the associations financial affairs.

#### **15 Inspection of Association Records**

Upon reasonable notice to the secretary, any financial member may inspect the rules of the association, books and documents of the association, excluding those of a confidential and personal nature, which relate to staff or clients of the association.

#### **16 Common Seal of Association**

- 16.1 The association shall have a common seal on which its corporate name shall appear.
- 16.2 The common seal of the association shall not be used without express authority of the committee and every use of that common seal shall be recorded in the minutes of a committee meeting.
- 16.3 The chairperson, secretary or treasurer shall witness the affixing of the common seal of the association.
- 16.4 The common seal of the association shall be kept in the custody of the secretary or such other person as the committee from time to time decides.


#### **17 Alteration of the Rules**

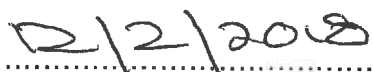
- 17.1 These rules may be altered or replaced by a 'special resolution' which is a resolution passed by a majority of not less than three quarters of members present, in person or by proxy (including by electronic means), at a special general meeting of the association.
- 17.2 At least fourteen (14) days notice of a meeting must be given and must specify the proposed amendments.
- 17.3 The Deputy Commissioner of Taxation and the chief executive officer of any organisation, which provides funds to the association, shall be notified in writing of any alteration to the rules within thirty (30) days of approval of the alteration from the Commissioner for Consumer Protection.

#### **18 Dissolution**

- 18.1 If, on the winding up of the association, any property of the association remains after the satisfaction of the debts and liabilities of the association and the costs, charges and expenses of that winding up, that property shall be distributed:
- (a) To another incorporated association having objectives similar to those of the association and which is exempt from income tax and has rules prohibiting the distribution of income and assets to members.
  - (b) For charitable purposes, which incorporated association or purposes, as the case requires, shall be determined by resolution of the members when authorising and directing the committee under section 33(3) of the Act to prepare a distribution plan for the distribution of the surplus property of the association.
- 18.2 The association shall not be dissolved except by a special resolution and consent of not less than 75% of the members present (including electronic means) and voting at a meeting called for that purpose of which not less than twenty eight (28) days written notice including notice of the proposed dissolution has been given to all members and that a copy of the resolution to dissolve the association is lodged with the Commissioner for Consumer Protection within fourteen (14) days after the passing of the resolution.
- 18.3 The deputy Commissioner of Taxation in Western Australia and the Commissioner of Corporate Affairs shall be advised of the date of dissolution within thirty (30) days should this occur.

I HEREBY CERTIFY the foregoing to be a true and correct copy of the rules of the association.

  
.....  
Person authorised to apply for incorporation

  
.....  
Date



## 14. INFRASTRUCTURE AND ASSET MANAGEMENT

### 14.1 SALE OF TIP TRUCK GN 0035

<b>Location:</b>	Shire of Gnowangerup
<b>Proponent:</b>	Gnowangerup Smash Repairs
<b>File Ref:</b>	
<b>Date of Report:</b>	21 <sup>st</sup> March 2018
<b>Business Unit:</b>	Infrastructure
<b>Officer:</b>	J Skinner - Asset and Waste Management Coordinator
<b>Disclosure of Interest:</b>	Nil

### ATTACHMENTS

- Offer from Gnowangerup Smash Repairs

### PURPOSE OF THE REPORT

To seek Council's approval for the disposal of surplus equipment (GN 0035 2010 Isuzu medium tip truck).

### BACKGROUND

As part of the 10-Year Plant Replacement Program, the planned replacement of GN 0035 was included in the 2017-18 budget. With this replacement, a 2010 Isuzu medium tip truck became surplus to requirements and was then offered for sale in the local media.

### COMMENTS

Gnowangerup Smash Repairs has offered \$22,727.00 for GN 0035 and plan to use it for a new business venture in the Shire.

Note: these prices are GST exclusive.

It is recommended that the Shire accept the offer from Gnowangerup Smash Repairs to purchase GN 0035.

### CONSULTATION WITH THE COMMUNITY AND GOVERNMENT AGENCIES

Nil

### LEGAL AND STATUTORY REQUIREMENTS

Local Government Act 1995  
s3.58 Disposing of Property

### POLICY IMPLICATIONS

Policy 4.1 Purchasing

### FINANCIAL IMPLICATIONS

This offer is consistent with the expected trade-in price for GN 0035 in the 2017/18 Budget.

### STRATEGIC IMPLICATIONS

Nil

**ALTERNATE OPTIONS AND THEIR IMPLICATIONS**

Nil

**VOTING REQUIREMENTS**

Simple majority

**COUNCIL RESOLUTION**

**Moved: Cr R House**

**Seconded: Cr F Gaze**

**0318.23 That Council:**

**Authorise the CEO to accept the offer from Gnowangerup Smash Repairs for the purchase of GN 0035, a 2010 Isuzu Medium Tip Truck.**

**UNANIMOUSLY CARRIED: 7/0**

## Gnowangerup Smash Repairs

Nomad Industries Pty Ltd  
18 Formby St Gnowangerup Western Australia 6335  
Phone: 08 98271270, Fax:  
Repairer Licence No: MRB3258  
Email: nomad57@outlook.com  
ABN: 81401729608

### Estimate No:1203

Quote Date: 14/02/2018  
Owner SHIRE OF GNOWANGERUP  
Owner Address 28 YOUGENUP RD,GNOWANGERUP WA 6335.  
Vehicle ISUZU NPR300 MEDIUM TIPPER/FACTORY 2010  
Reg No GN0035  
VIN  
Colour WHITE  
Odometer 107000  
Insurance SHIRE OF GNOWANGERUP.  
Claim #  
Estimator

#### Sublets

THE PRICE TENDERED \$22727.27 IS TAX FREE AND TOTAL TENDER WITH TAX IS \$25000.00 . KIND REGARDS BEVEN JAENSCH.  
TO SHELLEY PYKE- CHIEF EXECUTIVE OFFICER , I BEVEN JAENSCH , 76 MCDONALD ST GNOWANGERUP WA 6335 OF NOMAD INDUSTRIES PTY LTD DO SUBMIT A TENDER PRICE OF \$22727.27 BEING FOR ONE , 2010 ISUZU MEDIUM TIP TRUCK NPR 300 , REGO GN0035. ,107,000KMS.

Sub Total	\$22,727.27
-----------	-------------

#### Other

Sub Total	\$0.00
Total Labour Hrs	0.00
Total Labour	\$0.00

---

Total	\$22,727.27
GST	\$2,272.73
Grand Total	\$25,000.00

---

**14.2 BUDGET AMENDMENT – PURCHASE OF TIP TRUCK GN0035**  
**Location:** Shire of Gnowangerup  
**Proponent:** N/A  
**File Ref:**  
**Date of Report:** 21<sup>st</sup> March 2018  
**Business Unit:** Infrastructure  
**Officer:** J Skinner – Asset & Waste Management Coordinator  
**Disclosure of Interest:** Nil

ATTACHMENTS

Nil

PURPOSE OF THE REPORT

That council endorse the following budget amendments.

Account No	Description	Increase/(Decrease) Budget Allocation
40235	Sale of GN 0038	(\$20,000.00)
40065	Sale of GN 0035	\$20,000.00
40184	Purchase of GN 0038	(\$52,000.00)
40434	Purchase of GN 0035	\$52,000.00
26014	Ongerup Waste Water Ponds	(\$3,133.07)
40434	Purchase of GN 0035	\$3,133.07

BACKGROUND

In the 2017/18 Budget GN 0038 was incorrectly listed for replacement in lieu of GN 0035. In addition, the original amount of \$52,000.00 budgeted for the purchase has proved to be insufficient with the most suitable and available replacement truck costing \$57,860.34.

COMMENTS

These amendments are required to correct the error in the 2017/18 budget ensuring the funds are allocated to the correct GL accounts and to approve the additional \$3,133.07 for GL account 40434 to cover the deficiency after the sale of GN 0035 and the purchase of the replacement truck.

CONSULTATION

Nil

LEGAL AND STATUTORY REQUIREMENTS

Local Government Act 1995  
 Part 6 Financial management  
 Division 4 General financial provisions  
 Section 6.8 Expenditure from municipal fund not included in annual budget

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

The 2017/18 adopted budget included an allocation of \$100,000.00 (GL account 26014) for the rehabilitation of Ongerup Waste Water Ponds. This year's planned works have been completed under budget and will leave \$54,224.55 unspent. As a result, the budget was reduced to \$50,000 as part of last month's Annual Budget Review agenda item.

It is, therefore, requested that Council approve the budget amendment to decrease the budget for GL account 26014 (Ongerup Waste Water Ponds) by a further \$3,133.07 and to increase the budget for GL account 40434 (Purchase Truck GN0035) by the same amount.

STRATEGIC IMPLICATIONS

Strategic Community Plan 2013-2022

Goal 3 A Built Environment and Infrastructure that Supports the Community and the Economy

Outcome 3.5 A sustainable asset and infrastructure base

RISK MANAGEMENT CONSIDERATIONS:

Nil

IMPACT ON CAPACITY

Nil

ALTERNATE OPTIONS AND THEIR IMPLICATIONS

Nil

CONCLUSION

Supporting the officer's recommendation will result in:

- The 2017/18 Budget having the correct descriptions and account allocations for the replacement of GN 0035.
- The extra funds needed for the replacement of GN 0035 will be available.
- No overall negative impact on the 2017/18 Budget.

VOTING REQUIREMENTS

Absolute majority

**COUNCIL RESOLUTION**

Moved: Cr S Hmeljak

Seconded: Cr L Martin

0318.24 That Council:

Approve the following budget amendments to correct the 2017/18 budget allocations/account numbers and to fund the additional costs for the replacement of GN 0035.

Account No	Description	Increase/(Decrease) Budget Allocation
40235	Sale of GN 0038	(\$20,000.00)
40065	Sale of GN 0035	\$20,000.00
40184	Purchase of GN 0038	(\$52,000.00)
40434	Purchase of GN 0035	\$52,000.00
26014	Ongerup Waste Water Ponds	(\$3,133.07)
40434	Purchase of GN 0035	\$3,133.07

**UNANIMOUSLY CARRIED: 7/0**

**15. STATUTORY COMPLIANCE**

Nil

**16. FINANCE**

---

**16.1 ACCOUNTS FOR PAYMENT AND AUTHORISATION – FEBRUARY 2018**

**Location:** Shire of Gnowangerup  
**Proponent:** N/A  
**File Ref:**  
**Date of Report:** 21<sup>st</sup> March 2018  
**Business Unit:** Finance  
**Officer:** C Shaddick – Senior Finance Officer  
**Disclosure of Interest:** Nil

---

ATTACHMENT

- February 2018 Cheque Listing

COMMENTS

The February 2018 cheque list is attached as follows

<b>FUND</b>	<b>AMOUNT</b>
Municipal Fund	\$ 1,822,907.31
Trust Fund	\$ 564.39
Credit Card	\$ 2,471.18
<b>TOTAL</b>	<b>\$ 1,825,942.88</b>

COUNCIL RESOLUTION

**Moved:** Cr L Martin **Seconded:** Cr S Hmeljak

**0318.25 That Council:**

**Approve the Schedule of Accounts: Municipal Fund Cheques 27222 - 27238, EFT 13131 – EFT 13246, Click Super DD totalling \$1,822,907.31 and Trust Fund Cheques 873 - 874 totalling \$564.39 and Corporate Credit Card totalling \$2,471.18 be approved.**

**UNANIMOUSLY CARRIED: 7/0**

Chq/EFT	Date	Name	Description	Amount
873	7/02/2018	TRACY SWALWELL - ANGEL WA SISTERS	REFUND BOND PLUS INTEREST EARNED	\$ 509.39
874	22/02/2018	TANIKA EADES	REFUND BOND FOR GNP HALL HIRE	\$ 55.00
<b>TOTAL TRUST ACCOUNT</b>				<b>\$ 564.39</b>
EFT13131	1/02/2018	AA CONTRACTORS	RESTORATION WORKS AGRN743 PARK ROAD 10/1/18 - 15/1/18	\$ 151,588.25 W
EFT13132	1/02/2018	ADMIN SOCIAL CLUB	PAYROLL DEDUCTIONS	\$ 80.00
EFT13133	1/02/2018	ALBANY WORLD OF CARS	SERVICE PARTS FOR MAZDA CX-9 AUTO SPORT (DR VEHICLE) GN.006	\$ 31.54
EFT13134	1/02/2018	ARMADILLO GROUP	GEAR OIL FOR CASE LOADER 80W-140	\$ 1,147.64
			HYDRAULIC HOSE REPAIR CAT LOADER GN.035	\$ 125.33
EFT13135	1/02/2018	BGL SOLUTIONS	PRUNE SHRUB AS REQUESTED BOTTLE BRUSH ON CORNER OF ALLARDYCE AND MCDONALD STREET	\$ 104.50
EFT13136	1/02/2018	BLACK AND GOLD SOCIAL CLUB	PAYROLL DEDUCTIONS	\$ 125.00
EFT13137	1/02/2018	BOC GASES	CONTAINER SERVICE CHARGE FOR FORKLIFT GAS BOTTLES	\$ 35.10
EFT13138	1/02/2018	BUNNINGS ALBANY	VARIOUS TOOLS AND HAMMER DRILL AND SAW REPLACEMENT TOOLS FOR ONGERUP GARDENER	\$ 1,322.29
EFT13139	1/02/2018	COURIER AUSTRALIA	FREIGHT	\$ 30.28
EFT13140	1/02/2018	GNOWANGERUP CRC	SUPPORT FOR THE GNOWANGERUP CRC WELLBEING PROJECT 2018.	\$ 4,311.00
			ADVERTISING DECEMBER	\$ 1,275.40
			ADVERTISING JANUARY	\$ 392.40
			CLEANING, TELEPHONE, ELECTRICITY FOR DECEMBER	\$ 632.95
EFT13141	1/02/2018	KOMATSU AUSTRALIA PTY LTD	PART# 6732-81-3461 BELT FAN	\$ 127.74
EFT13142	1/02/2018	LGRCEU	PAYROLL DEDUCTIONS	\$ 184.50
EFT13143	1/02/2018	OLUMAYOKUN OLUYEDE	CASH SUBSIDY AS PER CONTRACT FOR JANUARY 2018	\$ 11,000.00



EFT13144	1/02/2018 ONLINE SAFETY SYSTEMS PTY LTD	PLANT ASSESSOR MONTHLY ACCESS FEE LEVEL 2 FEBRUARY	\$	528.00
EFT13145	1/02/2018 PHOENIX CIVIL & EARTHMOVING PTY LTD	RESTORATION WORKS AGRN743 LAURIER SOUTH ROAD 2/1/18 - 12/1/18	\$	176,215.80 W
EFT13146	1/02/2018 RELM FARMING	SUPPLY OF GRAVEL AND STOCKPILING	\$	15,031.50 W
EFT13147	1/02/2018 RIVER HILL CONTRACTING	RESTORATION WORKS ROADS AGRN743 MOORE DAM ROAD 7/1/18 - 11/1/18	\$	127,437.20 W
EFT13148	1/02/2018 ROXAINE O'TOOLE	FLOWERS FOR AUSTRALIA DAY AWARDS FLOWERS FOR PLEUN AND HENNIE'S 50TH WEDDING ANNIVERSARY	\$	155.00
EFT13149	1/02/2018 STAR SALES & SERVICE	CHAINSAW AND BOX REPLACEMENT FOR ONGERUP GARDENER SERIAL NO.20172400321	\$	1,065.00
EFT13150	1/02/2018 THE LILY	ENTERTAINMENT AUSTRALIA DAY CELEBRATIONS 2018 BORDEN PAVILION. PLUEN AND HIS MUSICIANS	\$	650.00
EFT13151	1/02/2018 THINK WATER ALBANY	REPLACE DAM PUMP GNP COMPLEX DAM	\$	1,917.90
EFT13152	1/02/2018 WA CONTRACT RANGER SERVICES	RANGER SERVICES 17/01, 23/01	\$	1,145.37
EFT13153	1/02/2018 YONGERGNOW - ONGERUP CRC	ADVERTISING IN GRAPEVINE CONSTRUCTION JOB, EOI POLICE STATION, LICENCING	\$	378.00
EFT13154	8/02/2018 ADMIN SOCIAL CLUB	PAYROLL DEDUCTIONS	\$	70.00
EFT13155	8/02/2018 ADRIENNE JOYCE	RENT 08/02/2018 - 07/03/2018 ONGERUP GRADER DRIVER	\$	480.00
EFT13156	8/02/2018 AFGRI EQUIPMENT AUSTRALIA PTY LTD	HYDRAULIC CYLINDER REPAIR KIT FOR JOHN DEERE BACKHOE	\$	724.20
EFT13157	8/02/2018 AIR LIQUIDE	CYLINDER FEE LGE, MED, SMALL	\$	149.68
EFT13158	8/02/2018 ASHLEIGH ANNE NUTTALL	RENT 12/02/2018 - 08/03/2018 GNP GRADER DRIVER	\$	1,000.00
		WATER USAGE	\$	16.81
EFT13159	8/02/2018 BGL SOLUTIONS	GARDEN CONTRACT WORKS JANUARY	\$	10,429.53
EFT13160	8/02/2018 BLACK AND GOLD SOCIAL CLUB	PAYROLL DEDUCTIONS	\$	115.00
EFT13161	8/02/2018 COURIER AUSTRALIA	FREIGHT	\$	24.34

EFT13162	8/02/2018 ENVIRONMENTAL MONITORING SYSTEMS	ENVIRONMENTAL HEALTH SERVICES FOR NOVEMBER 2017	\$	7,148.92
EFT13163	8/02/2018 G & M DETERGENTS	TOILET ROLLS AND HAND TOWELS	\$	113.00
EFT13164	8/02/2018 GNOWANGERUP FUEL SUPPLIES	FUEL FOR SHIRE VEHICLES	\$	986.88
EFT13165	8/02/2018 GNOWANGERUP NEWSAGENCY	NEWSPAPERS FOR JANUARY	\$	57.10
EFT13166	8/02/2018 GNOWANGERUP SMASH REPAIRS	INSURANCE EXCESS FOR GNP FIRE TRUCK CLAIM ROADSIDE TOWING	\$ \$	300.00 281.60 R
EFT13167	8/02/2018 HEWER CONSULTING SERVICES	AGRN743 PROJECT SUPERVISION FOR RESTORATION WORKS	\$	35,116.98 W
EFT13168	8/02/2018 IAN DAVID BEATON	REPLACE DAMAGED SEWER MAIN AT ONGERUP HALL	\$	1,430.00
EFT13169	8/02/2018 ICEBERG COUNTRYWIDE HOLDINGS PTY LTD	CHAMPAGNE & ICE - AUSTRALIA DAY	\$	122.00
EFT13170	8/02/2018 IT VISION	ALTUS FINANCIAL REPORTING MODULE LICENSE	\$	550.00
EFT13171	8/02/2018 LANDGATE	REQUEST FOR TITLE SHOWING MANAGEMENT ORDER CHANGE	\$	25.30
EFT13172	8/02/2018 LGRCEU	PAYROLL DEDUCTIONS	\$	184.50
EFT13173	8/02/2018 RAY FORD SIGNS	OVERHEAD POWERLINE SIGNS	\$	151.36
EFT13174	8/02/2018 RIVER HILL CONTRACTING	AGRN743 RESTORATION WORKS FROM 17/1/18 TO 30/1/28	\$	160,752.35 W
EFT13175	8/02/2018 SHIRE OF CUBALLING	BUILDING SURVEYOR SERVICES JANUARY 2018	\$	2,142.75
EFT13176	15/02/2018 AA CONTRACTORS	RESTORATION ROAD WORKS AGRN743 CORACKERUP ROAD	\$	133,740.75 W
EFT13177	15/02/2018 AUSTRALIA POST	POSTAGE FOR JANUARY	\$	256.39
EFT13178	15/02/2018 BEST OFFICE SYSTEMS	DEPOT PHOTO COPYING FROM 28/12/2017 TO 28/01/2018	\$	68.59
EFT13179	15/02/2018 COURIER AUSTRALIA	FREIGHT	\$	37.45
EFT13180	15/02/2018 DEPT OF WATER AND ENVIRONMENTAL REGULATION	WASTE TRACKING FOR 23 JAN 18	\$	44.00

EFT13181	15/02/2018 DL CONSULTING	RECONCILE NOVEMBER MFR, PREPARE AND FINALISE BUDGET REVIEW WORK PAPERS	\$	2,956.25
EFT13182	15/02/2018 EMONA INSTRUMENTS P/L	TEST& TAG EQUIPMENT/SERVICE	\$	309.00
EFT13183	15/02/2018 ENVIRONMENTAL MONITORING SYSTEMS	ENVIRONMENTAL HEALTH SERVICES FOR DECEMBER 2017	\$	6,076.26
EFT13184	15/02/2018 GLENICE DAVIDSON	13 HRS BORDEN PUBLIC TOILET CLEANING NOV, DEC, JANUARY	\$	799.50
EFT13185	15/02/2018 JERRAMUNGUP ELECTRICAL SERVICE	INSTALL NEW RETIC PUMP AT GNP SWIMMING POOL	\$	643.03
EFT13186	15/02/2018 MARKETFORCE	PUBLIC NOTICE - GREAT SOUTHERN HERALD 11.1.18 25.1.18 ANNUAL ELECTORS MEETING 2018	\$	525.60
EFT13187	15/02/2018 OFFICEWORKS	LABELS ACT-BELONG-COMMIT SUMMER FAIR	\$	35.99
EFT13188	15/02/2018 ONGERUP FARM SUPPLIES - MICK CREAGH	RAPID SET CEMENT FOR SIGNS AND VARIOUS HARDWARE ITEMS	\$	161.80
EFT13189	15/02/2018 ONGERUP TYRES & AUTOMOTIVE	BRIDGESTONE TYRE REPAIRS	\$	180.00
EFT13190	15/02/2018 PHOENIX CIVIL & EARTHMOVING PTY LTD	AGRN743 RESTORATION WORKS 22/1/18 TO 2/2/18 ROAD CONSTRUCTION	\$	116,631.63 W
EFT13191	15/02/2018 PRIMARIES GNOWANGERUP	GAS BOTTLE FOR AUSTRALIA DAY AND VARIOUS HARDWARE ITEMS	\$	482.12
EFT13192	15/02/2018 SADLERS BUTCHERS	AUSTRALIA DAY	\$	472.36
EFT13193	15/02/2018 WA CONTRACT RANGER SERVICES	RANGER SERVICES 30/01, 31/01 07/02, 08/02	\$	1,963.50
EFT13194	15/02/2018 WARREN BLACKWOOD WASTE	BINS PICK UP 04/01, 11/01, 18/01, 25/01	\$	7,222.40
EFT13195	15/02/2018 WALGA	CEO LUNCH WITH DUNCAN ORD 26TH OCTOBER 2017	\$	55.00
EFT13196	15/02/2018 WINC. (WORK INCORPORATED)	STATIONERY	\$	214.97
EFT13197	21/02/2018 ARMADILLO GROUP	BAR OIL	\$	121.53
EFT13198	21/02/2018 B P HARRIS & SON	2M INCH FLAT BAR AND 2M OF 1 INCH ANGLE TO ATTACH PORTABLE FLAG POLES	\$	10.67

EFT13199	21/02/2018	BILL GIBBS EXCAVATIONS	PATCHES AND BOX OUT REPAIRS ON ONGERUP-PINGERUP ROAD 5/2/18 - 6/2/18	\$	10,910.90
EFT13200	21/02/2018	BORDEN BULLETIN	ADVERTISING SUBSCRIPTION MARCH TO DECEMBER	\$	320.00
EFT13201	21/02/2018	CJD EQUIPMENT PTY LTD	WHEEL ALIGNMENT FOR HINO CONSTRUCTION TRUCK	\$	847.00
EFT13202	21/02/2018	COURIER AUSTRALIA	FREIGHT	\$	45.64
EFT13203	21/02/2018	GNOWANGERUP FUEL SUPPLIES	FUEL FOR SHIRE VEHICLE	\$	72.89
EFT13204	21/02/2018	HANSON CONSTRUCTION MATERIALS	7-5MM AGGREGATE FOR BITUMEN PATCHING ON ONGERUP-PINGRUP ROAD	\$	1,506.33
EFT13205	21/02/2018	IT VISION	RECTIFYING SUPERANNUATION ERROR	\$	242.00
EFT13206	21/02/2018	JASON SIGN MAKERS	STREET BLADES, BRACKETS, BOLTS	\$	685.13
EFT13207	21/02/2018	JERRAMUNGUP ELECTRICAL SERVICE	FIX FAULTY LIGHT SWITCH AT MEDICAL CENTRE	\$	77.14
EFT13208	21/02/2018	JR & A HERSEY PTY LTD	GUIDE POSTS AGRN743	\$	1,870.00
EFT13209	21/02/2018	KATANNING RETICULATION & PUMP SUPPLIES	MATERIALS AND REPAIRS TO RETIC SYSTEM GNP BOWLING CLUB - INS CLAIM	\$	9,259.01 R
EFT13210	21/02/2018	MERCURY FIRESAFETY PTY LTD	FOAM DRUMS X 16	\$	2,534.40 F
EFT13211	21/02/2018	OFFICEWORKS	2X HP TONER - FOR SMALL DESK PRINTERS	\$	283.95
EFT13212	21/02/2018	RSA SIGNS PTY LTD	TRAFFIC MANAGEMENT SIGNS MMS-TER-4 X 6 MMS-REG-2 X 6 END 60" X 6 MMS-ADV-11 X 10 MMS-ADV-10 X 10 MMS-ADV-26 X 6 MMS-ADV-29 X 10"	\$	3,187.80
EFT13213	21/02/2018	THE BOTTLE-O NORTH ROAD	COUNCIL REFRESHMENTS	\$	226.78
EFT13214	21/02/2018	WESTRAC EQUIPMENT PTY LTD	REPAIRS TO CAT GRADER TROUBLESHOOT ELECTRIC SYSTEM	\$	816.31
EFT13215	21/02/2018	WURTH AUSTRALIA PTY LTD	BRAKE CLEANER	\$	268.54
EFT13216	21/02/2018	YONGERGNOW - ONGERUP CRC	ADVERTISING IN GRAPEVINE ANNUAL ELECTORS MEETING, EOI TIP TRUCK, LEASE OF LAND.	\$	180.00
EFT13217	27/02/2018	JDS BUILDERS	REPLACE CEILING AND REPAIR CRACKING IN WALLS AT MEDICAL CENTRE	\$	7,466.00

EFT13218	27/02/2018 AA CONTRACTORS	AGRN743 RESTORATION ROAD WORKS HOLDEN ROAD	\$ 135,874.75	W
EFT13219	27/02/2018 ADMIN SOCIAL CLUB	PAYROLL DEDUCTIONS	\$ 70.00	
EFT13220	27/02/2018 ALBANY LOCK SERVICE SUPERIOR SECURITY	SUPPLY AND INSTALL SALTO WIRLESS ELEMENTS FOR THE SWIMMING POOL ELETRONIC ACCESS SYSTEM. 50 FOBS (ACCESS CARDS) SALTO TRAINING FOR STAFF LOCK BOX AND EMERGENCY ACCESS KEY	\$ 4,253.15	
EFT13221	27/02/2018 ARBOR CENTRE PTY LTD	STAGE 1 ASSESSMENT OF SUGAR GUM AT SHIRE OFFICE GARDEN	\$ 3,850.00	
EFT13222	27/02/2018 BILL GIBBS EXCAVATIONS	SHOULDER WORKS ON ONGERUP-PINGERUP ROAD 18/01/2018 - 07/02/2018	\$ 179,903.04	
EFT13223	27/02/2018 BLACK AND GOLD SOCIAL CLUB	PAYROLL DEDUCTION	\$ 125.00	
EFT13224	27/02/2018 COURIER AUSTRALIA	FREIGHT - DANGEROUS GOODS	\$ 48.32	
EFT13225	27/02/2018 CS LEGAL	DEBT RECOVERY DISBURSEMENTS	\$ 8,701.57	
EFT13226	27/02/2018 CURTIN TRANSPORT	ASA PER GRAVEL AGREEMENT 0210	\$ 11,756.80	W
EFT13227	27/02/2018 DEPT OF WATER AND ENVIRONMENTAL REGULATION	TRACKING FORM 5947159 SEPTIC	\$ 44.00	
EFT13228	27/02/2018 DOWNER EDI WORKS PTY LTD	9 TONNE OF PREMIX FOR BITUMEN PATCHING	\$ 3,393.52	
EFT13229	27/02/2018 ECHELON AUSTRALIA PTY LTD	CONTRACT RISK MITIGATION (PROGRESS PAYMENT): PROJECT NO: 20148: SERVICES TO 29/01/2018	\$ 2,475.00	
EFT13230	27/02/2018 GNOWANGERUP CRC	GNP LIBRARY LAMINATING SERVICE	\$ 6.00	
EFT13231	27/02/2018 J.E. & K.N. DAVIS	AGRN743 GRAVEL STOCKPILING CURTINS PIT FENCE ROAD	\$ 17,883.25	W
EFT13232	27/02/2018 JETBLACK CREATIVE MEDIA	YEARLY HOSTING - 5GB STORAGE + 30 DAYS BACKUP YEARLY CMS MAINTENANCE & SUPPORT	\$ 858.00	
EFT13233	27/02/2018 JR & A HERSEY PTY LTD	HARD YAKKA FLEECE WITH LOGO UNIFORM ORDER 17/18	\$ 79.06	
EFT13234	27/02/2018 LARRY STANBRIDGE T/A LARRY THE LAWN MOWER MECHANIC	CUTTING HEAD HUSQI.	\$ 91.96	

EFT13235	27/02/2018	LGRCEU	PAYROLL DEDUCTIONS	\$	184.50
EFT13236	27/02/2018	NEVILLE'S HARDWARE & BUILDING SUPPLIES	GRIT FOR SEALING AT GNOWANGERUP SWIMMING POOL	\$	40.00
EFT13237	27/02/2018	RELM FARMING	SUPPLY OF GRAVEL AS PER AGREEMENT	\$	25,335.75 W
			SUPPLY GRAVEL SHOULDER WIDENING ONGERUP PINGRUP RD	\$	22,176.00
EFT13238	27/02/2018	WINC. (WORK INCORPORATED)	HAND TOWELS PUBLIC TOILETS	\$	209.21
EFT13239	28/02/2018	DEPARTMENT OF FIRE AND EMERGENCY SERVICES	3RD QUARTER ESLB CONTRIBUTION 2017/18	\$	22,972.50
EFT13240	28/02/2018	GNOWANGERUP NEWSAGENCY	NEWSPAPERS FOR FEBRUARY	\$	52.30
EFT13241	28/02/2018	GNOWANGERUP SMASH REPAIRS	SUPPLY AND FIT FRONT WINDOW GN.002	\$	539.00
EFT13242	28/02/2018	GNOWANGERUP TYRE SERVICE	TYRE REPAIR FOR CAT GRADER	\$	122.00
EFT13243	28/02/2018	OLUMAYOKUN OLUYEDE	CASH SUBSIDY AS PER CONTRACT FEBRUARY 2018	\$	11,000.00
EFT13244	28/02/2018	PHOENIX CIVIL & EARTHMOVING PTY LTD	RESTORATION ROAD WORKS AGRN743 NIGHTWELL ROAD 5/2/18 - 14/2/18	\$	143,822.80 W
EFT13245	28/02/2018	RIVER HILL CONTRACTING	AGRN743 RESTORATION ROAD WORKS MOORES DAM WEST ROAD (PARKER)	\$	119,465.50 W
EFT13246	28/02/2018	ROYAL LIFE SAVING SOCIETY WA INC	UNIFORM LIFEGUARD	\$	120.00
27222	1/02/2018	K D'S GARDEN CENTRE	AUSTRALIAN NATIVE PLANT BANKSIA FOR THE CITIZENSHIP CEREMONY OF ARIEL ALTURA MANALO AND ARIANE MAE CARANDANG MANALO	\$	29.90
27223	1/02/2018	LESLEY BALINSKI	FACILITATOR FEE - BOOMERANG BAGS WORKSHOP	\$	500.00
27224	8/02/2018	GNOWANGERUP IGA	CONSUMABLES AUSTRALIA DAY	\$	645.68
			VENDING MACHINE	\$	280.70
			CONSUMABLES AUSTRALIA DAY	\$	263.01
27225	8/02/2018	SHIRE OF GNOWANGERUP	PETTY CASH REIMBURSEMENT	\$	295.80
27226	8/02/2018	SYNERGY	STREET LIGHTING 31 DAYS TO 01/02/2018	\$	3,671.00

DEPT OF LOCAL GOVERNMENT SPORT AND					
27227	15/02/2018	CULTURAL INDUSTRIES	UNEXPENDED GRANT MONIES KIDSPORT	\$	159.50
27228	15/02/2018	GNOWANGERUP SHIRE MEDICAL PRACTICE	BLOOD TEST RESULTS FOR WASTE TRACKING LICENSE	\$	80.00
27229	15/02/2018	MCLEODS BARRISTERS AND SOLICITORS	FOOD ACT BREACH LEGAL ASSISTANCE	\$	1,020.59
27230	15/02/2018	MICHAEL FITZPATRICK - SANITAIR	AIR-CON SERVICE SHIRE BUILDINGS	\$	8,845.00
27231	15/02/2018	PRIORITY MEDICENTRE BREMER BAY	PRE PLACEMENT MEDICAL	\$	120.00
27232	15/02/2018	SHIRE OF GNOWANGERUP	PROPERTY RATES WAIVER AS PER COUNCIL RESOLUTION 1017.117	\$	953.04
27233	15/02/2018	TELSTRA	DIRECTORY FEES, USAGE, SERVICE AND EQUIPMENT	\$	1,501.93
27234	15/02/2018	WATER CORPORATION	WATER USAGE	\$	1,013.42
27235	21/02/2018	SYNERGY	SUPPLY PERIOD 68 DAYS 8/12-13/2	\$	406.90
27236	21/02/2018	TELSTRA	SHIRE MOBILE PLANS AND DATA PACKS	\$	689.04
27237	27/02/2018	CLASSIC BOOK BINDERS	BINDING OF AUDIT COMMITTEE MINUTES 2014 - 2016	\$	61.60
27238	27/02/2018	GM & K PEAKALL	GRAVEL AS PER AGREEMENT 0212	\$	18,002.60 W
			GRAVEL AS PER AGREEMENT 0212 NIGHTWELL ROAD	\$	13,200.00
DD4003.1	7/02/2018	WALGS PLAN	PAYROLL DEDUCTIONS	\$	7,030.72
DD4003.2	7/02/2018	WEALTH PERSONAL SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	\$	400.41
DD4003.3	7/02/2018	SMSF	SUPERANNUATION CONTRIBUTIONS	\$	927.48
DD4003.4	7/02/2018	COLONIAL FIRSTWRAP PLUS PERSONAL SUPER	SUPERANNUATION CONTRIBUTIONS	\$	711.36
DD4003.5	7/02/2018	PRIME SUPER	SUPERANNUATION CONTRIBUTIONS	\$	215.71
DD4003.6	7/02/2018	AUSTRALIAN SUPER	SUPERANNUATION CONTRIBUTIONS	\$	477.46
DD4003.7	7/02/2018	BENDIGO SMARTOPTIONS SUPER	SUPERANNUATION CONTRIBUTIONS	\$	78.86

DD4003.8	7/02/2018 CBUS	SUPERANNUATION CONTRIBUTIONS	\$ 219.23
DD4004.1	14/02/2018 LEASEIT LTD	PHOTOCOPIER LEASE AS PER AGREEMENT FEBRUARY 2018	\$ 1,196.25
DD4004.2	14/02/2018 VENDPRO VENDING SERVICES	MONTHLY RENTAL AS PER AGREEMENT - FEBRUARY 2018	\$ 242.00
DD4012.1	21/02/2018 WALGS PLAN	PAYROLL DEDUCTIONS	\$ 7,237.38
DD4012.2	21/02/2018 SMSF	SUPERANNUATION CONTRIBUTIONS	\$ 927.48
DD4012.3	21/02/2018 WEALTH PERSONAL SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	\$ 314.94
DD4012.4	21/02/2018 COLONIAL FIRSTWRAP PLUS PERSONAL SUPER	SUPERANNUATION CONTRIBUTIONS	\$ 711.36
DD4012.5	21/02/2018 AUSTRALIAN SUPER	SUPERANNUATION CONTRIBUTIONS	\$ 517.52
DD4012.6	21/02/2018 HOST PLUS SUPERANNUATION FUND	SUPERANNUATION CONTRIBUTIONS	\$ 724.26
DD4012.7	21/02/2018 PRIME SUPER	SUPERANNUATION CONTRIBUTIONS	\$ 215.71
DD4012.8	21/02/2018 BENDIGO SMARTOPTIONS SUPER	SUPERANNUATION CONTRIBUTIONS	\$ 128.66
DD4012.9	21/02/2018 CBUS	SUPERANNUATION CONTRIBUTIONS	\$ 219.23
DD4015.1	14/02/2018 NATIONAL AUSTRALIA BANK	CORPORATE CREDIT CARD EXPENDITURE - SEE DETAILS LISTED BELOW	\$ 0.00
		<b>TOTAL MUNICIPAL ACCOUNT</b>	<b>\$ 1,822,907.31</b>
	2/02/2018 TELSTRA STORE	PHONE COVER	\$ 35.00
	6/02/2018 LEADING EDGE ALBANY	UHF RADIOS FOR DEPOT	\$ 860.00
	9/02/2018 TELSTRA	DCEO HOME INTERNET	\$ 110.00
	11/01/2018 PRO PHONE REPAIR	REPAIR DAMAGED IPHONE AWMA	\$ 140.00
	16/01/2018 CLICK BUSINESS	BUSINESS CARDS FOR WM	\$ 59.20
	17/01/2018 SHIRE OF GNOWANGERUP	LICENSE RENEWAL AS PER EBA	\$ 13.35



19/01/2018 RLSSWA	TRAINING FOR LIFEGUARD	\$	140.00
22/01/2018 JB HIFI	STOCK FOR GNOWANGERUP LIBRARY	\$	48.34
22/01/2018 WOTIF	ACCOMODATION FOR RLSSWA TRAINING	\$	126.00
23/01/2018 ALBANY EVENT HIRE	AUSTRALIA DAY ITEMS	\$	199.50
24/01/2018 NETBOOKINGS	FAREWELL GIFT FROM COUNCIL ANNA BOSHMAN	\$	100.00
30/01/2018 MYLOLLIESCO	ACT BELONG COMMIT PROMOTION	\$	216.81
1/02/2018 HOTEL ON BOOKING	ACCOMODATION CEO FOR CONFERENCE	\$	153.00
2/02/2018 WESTNET	SHIRE INTERNET	\$	247.39
9/02/2018 CARD FEE	NAB CORPORATE CREDIT CARD FEE	\$	22.59
	<b>TOTAL CORPORATE CREDIT CARD</b>	<b>\$</b>	<b>2,471.18</b>

**CERTIFICATE OF SENIOR FINANCE OFFICER**

**I HEREBY CERTIFY THE FOLLOWING SCHEDULE OF ACCOUNTS:**

TOTAL FOR MUNICIPAL FUND: EFT 13131-13246, Cheque 27222 - 27238, DD Clicksuper = \$1,822,907.31

TOTAL FOR TRUST FUND: Cheque 873-874 \$564.39

TOTAL FOR CREDIT CARD: \$2,471.18

**CHIEF EXECUTIVE OFFICER**

F Fully Grant Funded  
P Partial Grant Funded  
R Other Funding (Reimbursements)  
W Main Roads Flood Damage

---

<b>16.2</b>	<b>FEBRUARY 2018 MONTHLY FINANCIAL REPORT</b>
<b>Location:</b>	Shire of Gnowangerup
<b>Proponent:</b>	N/A
<b>File Ref:</b>	
<b>Date of Report:</b>	21 <sup>st</sup> March 2018
<b>Business Unit:</b>	Finance
<b>Officer:</b>	D Long - Finance Consultant C Shaddick – Senior Finance Officer
<b>Disclosure of Interest:</b>	NIL

---

#### ATTACHMENTS

- Monthly Financial Statements for period 28 February 2018 including;
  - Statement of Financial Activity to 28 February 2018.
  - Report on Material Differences.
  - Comprehensive Income by Program and Nature & Type
  - Statement of Financial Position.
  - Statement of Cash Flows.
  - Current Assets and Liabilities.

#### SUMMARY

Adoption of the February 2018 Monthly Financial Report

#### COMMENTS

Presented to Council is the Financial Statement to 28 February 2018 subject to change as a result of end of year procedures and audit process.

#### CONSULTATION

Nil

#### STATUTORY ENVIRONMENT

Local Government Financial Regulations (1996) 22, 32 and 43 apply.

#### POLICY IMPLICATIONS

Nil

#### FINANCIAL IMPLICATIONS

Nil

#### STRATEGIC IMPLICATIONS

Nil

#### VOTING REQUIREMENTS

Simple majority

**COUNCIL RESOLUTION**

**Moved: Cr R House**

**Seconded: Cr S Hmeljak**

**0318.26 That Council:**

**Note the February 2018 Monthly Financial Report.**

**UNANIMOUSLY CARRIED: 7/0**



**SHIRE OF GNOWANGERUP**

# **MONTHLY FINANCIAL REPORT**

**28 FEBRUARY 2018**

**SHIRE OF GNOWANGERUP**  
**STATEMENT OF COMPREHENSIVE INCOME**  
**FOR THE PERIOD ENDING 28 FEBRUARY 2018**

NOTES	2017-18 ANNUAL BUDGET	2017-18 JULY - FEB BUDGET	2017-18 YTD ACTUAL
<b>EXPENDITURE (Excluding Finance Costs)</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
General Purpose Funding	(147,372)	(86,589)	(68,285)
Governance	(988,233)	(686,458)	(416,706)
Law, Order, Public Safety	(311,336)	(189,465)	(194,540)
Health	(233,540)	(140,709)	(158,303)
Education and Welfare	(22,709)	(17,452)	(10,711)
Housing	(48,629)	(50,432)	(41,124)
Community Amenities	(511,465)	(368,312)	(335,809)
Recreation and Culture	(1,390,887)	(989,864)	(1,096,846)
Transport	(9,760,863)	(6,477,600)	(5,745,291)
Economic Services	(140,955)	(103,496)	(52,562)
Other Property and Services	(132,646)	(216,294)	(450,959)
	(13,688,636)	(9,326,672)	(8,571,136)
<b>REVENUE</b>			
General Purpose Funding	4,447,987	635,411	4,239,438
Governance	2,100	1,720	182
Law, Order, Public Safety	53,393	35,759	42,552
Health	300	0	198
Education and Welfare	11,400	6,476	200
Housing	72,280	45,536	51,003
Community Amenities	284,192	268,610	294,823
Recreation and Culture	22,955	18,588	27,095
Transport	6,144,100	3,444,059	3,336,009
Economic Services	10,932	8,806	9,782
Other Property & Services	108,330	67,217	153,035
	11,157,969	4,532,182	8,154,316
<i>Increase(Decrease)</i>	(2,530,667)	(4,794,490)	(416,821)
<b>FINANCE COSTS</b>			
General Purpose Funding	0		0
Housing	(16,874)	(1,414)	(8,839)
Community Amenities	(1,078)	(67)	(643)
Recreation & Culture	(29,319)	(2,250)	(15,071)
Total Finance Costs	(47,271)	(3,730)	(24,553)
<b>NON-OPERATING REVENUE</b>			
Law, Order & Public Safety	0		0
Recreation & Culture	32,000	0	0
Transport	653,135	0	205,830
Economic Services	0	0	0
Total Non-Operating Revenue	685,135	0	205,830
<b>PROFIT/(LOSS) ON SALE OF ASSETS</b>			
Transport Profit	0	0	0
Transport Loss	0	0	(11,025)
<i>Total Profit/(Loss)</i>	0	0	(11,025)
<b>NET RESULT</b>	(1,892,803)	(4,798,221)	(246,568)
<b>Other Comprehensive Income</b>			
Changes on revaluation of non-current assets	0	0	0
<i>Total Abnormal Items</i>	0	0	0
<b>TOTAL COMPREHENSIVE INCOME</b>	<b>(1,892,803)</b>	<b>(4,798,221)</b>	<b>(246,568)</b>

**SHIRE OF GNOWANGERUP**  
**STATEMENT OF COMPREHENSIVE INCOME**  
**BY NATURE/TYPE**  
**FOR THE PERIOD ENDING 28 FEBRUARY 2018**

	<b>2017-18 BUDGET</b>	<b>2017-18 ACTUAL</b>
<b>Expenses</b>		
Employee Costs	(2,276,669)	(1,594,063)
Materials and Contracts	(8,182,912)	(4,664,052)
Utility Charges	(169,080)	(82,435)
Depreciation on Non-Current Assets	(2,480,475)	(1,954,010)
Interest Expenses	(52,271)	(24,553)
Insurance Expenses	(220,083)	(169,375)
Other Expenditure	(354,416)	(107,201)
	<b>(13,735,907)</b>	<b>(8,595,689)</b>
<b>Revenue</b>		
Rates	3,857,492	3,858,931
Operating Grants, Subsidies and Contributions	6,886,372	583,302
Fees and Charges	289,583	180,944
Service Charges	0	0
Interest Earnings	68,500	69,067
Other Revenue	56,022	3,462,071
	<b>11,157,969</b>	<b>8,154,316</b>
	<b>(2,577,938)</b>	<b>(441,373)</b>
Non-Operating Grants, Subsidies & Contributions	685,135	205,830
Fair Value Adjustments to financial assets at fair value through profit/loss	0	0
Profit on Asset Disposals	0	0
Loss on Asset Disposals	0	(11,024)
	<b>685,135</b>	<b>194,806</b>
<b>Net Result</b>	<b>(1,892,803)</b>	<b>(246,567)</b>
<b>Other Comprehensive Income</b>		
Changes on revaluation of non-current assets	0	0
<b>Total Other Comprehensive Income</b>	<b>0</b>	<b>0</b>
<b>TOTAL COMPREHENSIVE INCOME</b>	<b>(1,892,803)</b>	<b>(246,567)</b>

**SHIRE OF GNOWANGERUP**  
**STATEMENT OF FINANCIAL POSITION**  
**FOR THE PERIOD ENDING 28 FEBRUARY 2018**

	Note	2016-17 ACTUAL \$	2017-18 ACTUAL \$	Variance \$
<b>Current assets</b>				
Unrestricted Cash & Cash Equivalents		1,153,453	1,309,419	155,966
Restricted Cash & Cash Equivalents		1,920,586	1,923,361	2,775
Trade and other receivables		1,078,375	1,606,616	528,241
Inventories		21,203	28,773	7,570
Other assets		0	0	0
<b>Total current assets</b>		<b>4,173,617</b>	<b>4,868,169</b>	694,552
<b>Non-current assets</b>				
Trade and other receivables		235,287	235,355	68
LG House Unit Trust		6,186	6,186	0
Property, infrastructure, plant and equipment		32,154,352	30,123,708	-2,030,644
Infrastructure Assets		124,459,581	126,215,319	1,755,738
<b>Total non-current assets</b>		<b>156,855,406</b>	<b>156,580,568</b>	-274,838
<b>Total assets</b>		<b>161,029,023</b>	<b>161,448,737</b>	419,714
<b>Current liabilities</b>				
Trade and other payables		206,879	22,795	184,084
Interest-bearing loans and borrowings		113,793	82,482	31,311
Provisions		307,558	342,325	-34,767
<b>Total current liabilities</b>		<b>628,230</b>	<b>447,602</b>	180,628
<b>Non-current liabilities</b>				
Interest-bearing loans and borrowings		962,704	913,388	49,316
Provisions		44,370	44,370	0
<b>Total non-current liabilities</b>		<b>1,007,074</b>	<b>957,758</b>	49,316
<b>Total liabilities</b>		<b>1,635,304</b>	<b>1,405,360</b>	229,944
<b>Net assets</b>		<b>159,393,719</b>	<b>160,043,377</b>	649,658
<b>Equity</b>				
Retained surplus		42,380,230	43,323,608	943,378
Net Result		1,150,069	-246,568	-1,396,637
Reserve - asset revaluation		113,967,043	115,046,738	1,079,695
Reserve - Cash backed		1,896,377	1,919,599	23,222
<b>Total equity</b>		<b>159,393,719</b>	<b>160,043,377</b>	649,658

This statement is to be read in conjunction with the accompanying notes

**SHIRE OF GNOWANGERUP**  
**STATEMENT OF CASH FLOWS**  
**FOR THE PERIOD ENDING 28 FEBRUARY 2018**

	Note	2016-17 ACTUAL \$	2017-18 BUDGET \$	2017-18 ACTUAL \$
<b>Cash Flows from operating activities</b>				
<b>Payments</b>				
Employee Costs		(2,060,459)	(2,228,555)	(1,587,493)
Materials & Contracts		(3,249,331)	(8,333,083)	(4,865,183)
Utilities (gas, electricity, water, etc)		(142,256)	(169,080)	(82,435)
Insurance		(158,494)	(220,083)	(169,375)
Interest Expense		(65,472)	(52,271)	(24,553)
Goods and Services Tax Paid		(52,830)	(55,171)	0
Other Expenses		(213,746)	(354,417)	(107,201)
		<b>(5,942,588)</b>	<b>(11,412,660)</b>	<b>(6,836,239)</b>
<b>Receipts</b>				
Rates		3,685,949	3,826,158	3,266,271
Operating Grants & Subsidies		1,763,186	1,538,103	583,302
Contributions, Reimbursements & Donations		0	0	0
Fees and Charges		210,559	289,583	179,222
Interest Earnings		110,318	68,500	69,067
Goods and Services Tax		0	53,132	(79,722)
Other		2,160,591	6,079,291	3,462,071
		<b>7,930,602</b>	<b>11,854,767</b>	<b>7,480,212</b>
<b>Net Cash flows from Operating Activities</b>		<b>1,988,014</b>	<b>442,107</b>	<b>643,972</b>
<b>Cash flows from investing activities</b>				
<b>Payments</b>				
Purchase of Land		(25,212)	(427,588)	(90,786)
Purchase of Buildings		(393,296)	(121,951)	(30,745)
Purchase Plant and Equipment		(342,252)	(358,000)	(271,892)
Purchase Furniture and Equipment		(47,326)	(30,900)	(14,995)
Purchase Road Infrastructure Assets		(1,580,537)	(1,217,635)	(211,542)
Purchase of Footpath Assets		(2,875)	(5,000)	0
Purchase Aerodrome Assets		0	(5,000)	0
Purchase Drainage Assets		(4,203)	(5,000)	0
Purchase Sewerage Assets		(143,702)	(100,000)	(40,855)
Purchase Parks & Ovals Assets		0	(5,900)	(4,700)
Purchase Solid Waste Assets		0	0	0
Purchase Other Infrastructure Assets		0	(3,000)	0
		(28,761)		
<b>Receipts</b>		(28,761)		
Proceeds from Sale of Assets		147,227	142,000	55,082
Non-Operating grants used for Development of Assets		1,258,389	685,135	205,830
		<b>(1,162,549)</b>	<b>(1,452,839)</b>	<b>(404,604)</b>
<b>Cash flows from financing activities</b>				
Repayment of Debentures		(234,924)	(163,109)	(80,627)
Advances to Community Groups		0	0	0
Revenue from Self Supporting Loans		78,622	26,352	0
Proceeds from New Debentures		0	0	0
<b>Net cash flows from financing activities</b>		<b>(156,302)</b>	<b>(136,757)</b>	<b>(80,627)</b>
<b>Net increase/(decrease) in cash held</b>		<b>669,163</b>	<b>(1,147,489)</b>	<b>158,741</b>
<b>Cash at the Beginning of Reporting Period</b>		<b>2,404,876</b>	<b>3,074,039</b>	<b>3,074,039</b>
<b>Cash at the End of Reporting Period</b>		<b>3,074,039</b>	<b>1,926,551</b>	<b>3,232,780</b>



**SHIRE OF GNOWANGERUP  
STATEMENT OF CASH FLOWS  
FOR THE PERIOD ENDING 28 FEBRUARY 2018**

**Notes**

	<b>2016-17 ACTUAL \$</b>	<b>2017-18 BUDGET \$</b>	<b>2017-18 ACTUAL \$</b>
<b>RECONCILIATION OF CASH</b>			
Cash at Bank - Unrestricted	3,073,459	1,925,709	1,307,577
Cash at Bank - Restricted	0	0	1,923,361
Cash on Hand	580	842	1,842
<b>TOTAL CASH</b>	<b>3,074,039</b>	<b>1,926,551</b>	<b>3,232,780</b>
<b>RECONCILIATION OF NET CASH USED IN OPERATING ACTIVITIES TO OPERATING RESULT</b>			
Net Result (As per Comprehensive Income Statement)	1,150,069	<b>(1,892,803)</b>	<b>(246,568)</b>
Add back Depreciation	2,461,460	2,480,475	1,954,010
(Gain)/Loss on Disposal of Assets	67,171	-	11,024
Self Supporting Loan Principal Reimbursements	-	-	0
Contributions for the Development of Assets	(1,258,389)	(685,135)	<b>(205,830)</b>
Changes in Assets and Liabilities			
(Increase)/Decrease in Inventory	(692)	0	<b>(7,570)</b>
(Increase)/Decrease in Receivables	(462,161)	718,132	<b>(677,897)</b>
Increase/(Decrease) in Accounts Payable	(15,510)	(226,675)	<b>(201,451)</b>
Increase/(Decrease) in Prepayments	-	0	0
Increase/(Decrease) in Employee Provisions	46,067	48,114	18,254
Increase/(Decrease) in Accrued Expenses	-	0	0
Rounding	-	0	1
<b>NET CASH FROM/(USED) IN OPERATING ACTIVITIES</b>	<b>1,988,014</b>	<b>\$442,107</b>	<b>643,973</b>

**SHIRE OF GNOWANGERUP  
FINANCIAL ACTIVITY STATEMENT  
FOR THE PERIOD ENDING 28 FEBRUARY 2018**

	2016-17	2017-18	2017-18	2017-18	MATERIAL	MATERIAL	VAR
	ACTUAL	ANNUAL BUDGET	JULY- FEB BUDGET (a)	JULY- FEB ACTUAL (b)	VARIANCES (b)-(a) \$	VARIANCES (b)-(a)/(a) %	
<b>OPERATING REVENUE</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>			
General Purpose Funding	2,064,455	829,414	635,411	621,506	(13,905)	(2.19%)	
Governance	5,964	2,100	1,870	182	(1,688)	(90.28%)	
Law, Order Public Safety	85,735	53,393	35,999	42,552	6,553	18.20%	
Health	297	300	0	198	198		
Education and Welfare	14,219	11,400	7,554	200	(7,354)	(97.35%)	
Housing	75,293	72,280	52,042	51,003	(1,039)	(2.00%)	
Community Amenities	282,639	284,192	275,090	294,823	19,733	7.17%	
Recreation and Culture	73,102	22,955	21,373	27,095	5,722	26.77%	
Transport	2,013,434	6,144,100	3,924,068	3,336,009	(588,059)	(14.99%)	▼
Economic Services	17,373	10,932	9,013	9,782	769	8.54%	
Other Property and Services	206,160	108,330	76,424	153,035	76,611	100.25%	▲
	<b>4,838,670</b>	<b>7,539,396</b>	<b>5,038,843</b>	<b>4,536,384</b>	<b>(502,459)</b>		
<b>LESS OPERATING EXPENDITURE</b>							
General Purpose Funding	(82,805)	(147,372)	(86,589)	(68,285)	18,304	21.14%	▲
Governance	(681,545)	(988,233)	(686,458)	(416,706)	269,753	39.30%	▲
Law, Order, Public Safety	(300,725)	(311,336)	(189,465)	(194,540)	(5,076)	(2.68%)	
Health	(221,466)	(233,540)	(140,709)	(158,303)	(17,595)	(12.50%)	▼
Education and Welfare	(21,222)	(22,709)	(17,452)	(10,711)	6,741	38.63%	
Housing	(75,231)	(65,503)	(50,432)	(49,963)	469	0.93%	
Community Amenities	(384,073)	(512,543)	(368,312)	(336,451)	31,861	8.65%	
Recreation and Culture	(1,300,450)	(1,420,206)	(989,864)	(1,111,917)	(122,053)	(12.33%)	▼
Transport	(4,847,178)	(9,760,863)	(6,477,600)	(5,756,316)	721,284	11.14%	▲
Economic Services	(55,577)	(140,955)	(103,496)	(52,562)	50,934	49.21%	▲
Other Property & Services	(538,986)	(132,646)	(216,294)	(450,959)	(234,665)	(108.49%)	▼
	<b>(8,509,258)</b>	<b>(13,735,907)</b>	<b>(9,326,672)</b>	<b>(8,606,714)</b>	<b>719,957</b>		
<i>Increase/Decrease</i>	<b>(3,670,587)</b>	<b>(6,196,511)</b>	<b>(4,287,829)</b>	<b>(4,070,330)</b>	<b>217,498</b>		
<b>ADD</b>							
Movement in Employee Benefits (Non-current)	(739)	47,144	0	0	0		
Movement in Deferred Pensioners (Non-current)	(12,532)	0	0	0	0		
(Profit)/ Loss on the disposal of assets	67,171	0	0	11,025	11,025		▲
Depreciation Written Back	2,461,460	2,480,475	1,652,989	1,954,010	301,021	18.21%	▲
	<b>2,515,359</b>	<b>2,527,619</b>	<b>1,652,989</b>	<b>1,965,035</b>	<b>312,046</b>		
<i>Sub Total</i>	<b>(1,155,228)</b>	<b>(3,668,892)</b>	<b>(2,634,841)</b>	<b>(2,105,295)</b>	<b>529,545</b>		
<b>LESS CAPITAL PROGRAMME</b>							
Purchase of Land	(25,212)	0	0	(90,786)	(90,786)		▼
Purchase Buildings	(393,296)	(549,539)	(236,951)	(30,745)	206,206	87.02%	▲
Infrastructure Assets - Roads	(1,580,537)	(1,217,635)	(1,168,430)	(211,542)	956,888	81.90%	▲
Infrastructure Assets - Footpaths	(2,875)	(5,000)	(5,000)	0	5,000	100.00%	
Infrastructure Assets - Aerodromes	0	(5,000)	(5,000)	0	5,000	100.00%	
Infrastructure Assets - Drainage	(4,203)	(5,000)	0	0	0		
Infrastructure Assets - Sewerage	(143,702)	(100,000)	(100,000)	(40,855)	59,145	59.14%	▲
Infrastructure Assets - Parks & Ovals	0	(5,900)	(5,900)	(4,700)	1,200	20.34%	
Infrastructure Assets - Solid Waste	(28,761)	0	0	0	0		
Infrastructure Assets - Other	0	(3,000)	(3,000)	0	3,000	100.00%	
Purchase Plant and Equipment	(342,252)	(358,000)	(358,000)	(271,892)	86,108	24.05%	▲
Purchase Furniture and Equipment	(47,326)	(30,900)	(5,900)	(14,995)	(9,095)	(154.15%)	
Proceeds from Sale of Assets	147,227	142,000	42,000	55,082	13,082	(31.15%)	
Contributions for the Development of Assets	1,258,389	685,135	685,135	205,830	(479,305)	69.96%	
Repayment of Debt - Loan Principal	(234,924)	(163,109)	(80,636)	(80,627)	9	0.01%	
Self Supporting Loan Principal Income	78,622	26,352	13,043	0	(13,043)	100.00%	
Transfer to Reserves	(182,912)	(516,057)	(17,993)	(23,222)	(5,229)	(29.06%)	
	<b>(1,501,763)</b>	<b>(2,105,653)</b>	<b>(1,246,632)</b>	<b>(508,452)</b>	<b>738,179</b>		
Plus Rounding							
<i>Sub Total</i>	<b>(2,656,991)</b>	<b>(5,774,545)</b>	<b>(3,881,472)</b>	<b>(2,613,748)</b>	<b>1,267,724</b>		
<b>FUNDING FROM</b>							
Transfer from Reserves	76,379	507,588	0	0	0		
Estimated Opening Surplus at 1 July	754,796	1,648,384	1,648,384	1,552,914	(95,470)	(5.79%)	
Amount Raised from General Rates	3,562,267	3,618,573	0	3,617,932	3,617,932		▲
	<b>4,393,442</b>	<b>5,774,545</b>	<b>1,648,384</b>	<b>5,170,846</b>	<b>3,522,462</b>		
<b>NET SURPLUS/(DEFICIT)</b>	<b>1,736,451</b>	<b>0</b>	<b>(2,233,087)</b>	<b>2,557,098</b>	<b>4,790,185</b>		

<b>NOTE - VARIANCES EXPLAINED</b>		
	<b>\$ VARIANCE</b>	<b>% VARIANCE</b>
<b>REVENUE</b>		
<b>General Purpose Funding</b>		
Less than 10% variance	(13,905)	(2.19%)
<b>Governance</b>		
Minor Reimbursements less than expected for Reporting Period	(1,688)	(90.28%)
<b>Law Order &amp; Public Safety -</b>		
Emergency Services Operating Grant higher than anticipated	6,553	18.20%
<b>Health</b>		
Health Act Business Application fee	198	
<b>Education &amp; Welfare</b>		
Education Dept Mowing contract reimbursed Annually, not Monthly as anticipated for Reporting Period	(7,354)	(97.35%)
<b>Housing</b>		
Less than 10% variance	(1,039)	(2.00%)
<b>Community Amenities</b>		
Less than 10% variance	19,733	7.17%
<b>Recreation &amp; Culture</b>		
Kidsport Grant \$1000 and MCS Rental allocation - non monetary impact	5,722	26.77%
<b>Transport</b>		
WANDRRA Income and Road Grant funding less than anticipated for Reporting Period	(588,059)	(14.99%)
<b>Economic Service</b>		
Less than 10% variance	769	8.54%
<b>Other Property and Services</b>		
Reimbursement of Workers Compensation, Insurance Claims and Paid parental leave not	76,611	100.25%
<b>EXPENDITURE</b>		
	<b>\$ VARIANCE</b>	<b>% VARIANCE</b>
<b>General Purpose funding</b>		
Admin & finance allocations and valuation costs less than anticipated for reporting Period	18,304	21.14%
<b>Governance</b>		
Strategy & Governance costs less than anticipated - non monetary impact. Election & Conference costs less than anticipated	269,753	39.30%
<b>Law Order &amp; Public Safety -</b>		
Less than 10% variance	(5,076)	-2.68%
<b>Health</b>		
EHO Contract costs higher than anticipated	(17,595)	(12.50%)
<b>Education &amp; Welfare</b>		
Education Dept mowing costs and building maintenance less than anticipated	6,741	38.63%
<b>Housing</b>		
Less than 10% variance	469	0.93%
<b>Community Amenities</b>		
Less than 10% variance	31,861	8.65%
<b>Recreation &amp; Culture</b>		
Depreciation rates higher than anticipated due to fair value	(122,053)	(12.33%)
<b>Transport</b>		
Road Maintenance and Storm Damage works not expended as anticipated for reporting period	721,284	11.14%
<b>Economic Service</b>		
Gnp Training Centre, Local Tourism and Community Capacity Building projects not yet	50,934	49.21%
<b>Other Property &amp; Services</b>		
Administration costs recovered from Activities adjustment required no monetary impact	(234,665)	(108.49%)

<b>NOTE - VARIANCES EXPLAINED</b>		
	<b>\$ VARIANCE</b>	<b>% VARIANCE</b>
<b>CAPITAL EXPENDITURE</b>		
<b><i>Furniture &amp; Equipment</i></b>		
<b>Furniture &amp; Equipment Council Chambers</b>	14	
Furniture purchased under budget		
<b>Health Computer Equip &amp; Software</b>	(12,608)	
New Server installed earlier than anticipated		
<b>Swimming Pool Furniture &amp; Equipment</b>	3,500	
Furniture not yet purchased		
<b>Total (Over)/Under Budget</b>	<u><u>(9,095)</u></u>	<b>(154.15%)</b>
<b><i>Land &amp; Buildings</i></b>		
<b>25 McDonald St Building Capital Expenses</b>	5,132	
Carpets replaced in March		
<b>4 Grocock Street Renewals</b>	12,000	
Flooring scheduled for March 2018		
<b>Purchase of Land</b>	47,086	
Bell Street to be finalised		
<b>Land Development</b>	(22,872)	
Opus Design and documentation for Cuneo Close expenditure earlier than anticipated		
<b>Swimming Pool Construction</b>	1,114	
Sump pump works completed under budget		
<b>Yougenup Community Centre</b>	0	
<b>Gnp Town Hall Capital</b>	595	
Planned for March/April		
<b>Old Swimming Pool Redevelopment</b>	29,694	
Electrical works only completed at this stage		
<b>Gnowangerup Bowling Club Capital</b>	124	
Planned for March/April		
<b>Gnowangerup Sporting Complex</b>	9,235	
Flooring completed in March 2018		
<b>Ongerup Works Depot Capital</b>	100	
Fuel tank installed under budget		
<b>Administration Centre Building Capital</b>	40,000	
Planned for March/April		
<b>Total (Over)/Under Budget</b>	<u><u>122,207</u></u>	<b>87.02%</b>
<b><i>Plant &amp; Equipment</i></b>		
<b>Purchase Tip Truck GN.0038</b>	52,000	
Planned for March		
<b>Minor Plant Purchases</b>	17,282	
Attachment for Skid Steer to be costed under Minor plant		
<b>Purchase of Utility (GN.0036)</b>	1,402	
Purchased under budget		
<b>Purchase of Utility (GN.0051)</b>	1,402	
Purchased under budget		
<b>Purchase Skid Steer Loader</b>	(10,979)	
Attachments to be costed from Minor plant		
<b>Purchase Trailer for SSL Attachments</b>	25,000	
No longer purchasing this year		
<b>Total (Over)/Under Budget</b>	<u><u>86,108</u></u>	<b>24.05%</b>

<b>NOTE - VARIANCES EXPLAINED</b>		
	<b>\$ VARIANCE</b>	<b>% VARIANCE</b>
<b>CAPITAL EXPENDITURE</b>		
<b><u>Road Construction</u></b>		
<b>Roads To Recovery Projects</b> To be completed by May 2018	390,207	
<b>Regional Road Group Projects</b> To be completed by March 2018	114,000	
<b>Road Reseals</b> To be completed by March 2018	173,852	
<b>Council Road Program</b> To be completed by May 2018	278,829	
<b>Total (Over)/Under Budget</b>	<u><u>566,680</u></u>	<b>81.90%</b>
<b>CAPITAL EXPENDITURE</b>		
<b><u>Footpath Construction</u></b>		
Footpath Construction/Renewal	5,000	
<b>Total (Over)/Under Budget</b>	<u><u>5,000</u></u>	<b>100.00%</b>
<b><u>Airport Infrastructure</u></b>		
<b>Airstrip Capital Improvements</b> Planned for March/April	5,000	
<b>Total (Over)/Under Budget</b>	<u><u>0</u></u>	
<b><u>Drainage Infrastructure</u></b>		
Drainage Renewals	0	
<b>Total (Over)/Under Budget</b>	<u><u>0</u></u>	
<b><u>Sewerage Infrastructure</u></b>		
<b>Ongerup Waste Water Ponds</b> 90% Complete anticipate final works to be finished March/April	59,145	
<b><u>Parks &amp; Ovals Infrastructure</u></b>		
Community Park Capital Completed Under budget	1,200	
<b><u>Other Infrastructure</u></b>		
Street Banners & Banner Poles Not completed, to be purchased in 2018	3,000	
<b>Total (Over)/Under Budget</b>	<u><u>63,345</u></u>	
<b>Note: (NB) = No Budget Provision Made</b>		

**SHIRE OF GNOWANGERUP**  
**SUMMARY OF CURRENT ASSETS AND LIABILITIES**  
**FOR THE PERIOD ENDING 28 FEBRUARY 2018**

<b>CURRENT ASSET</b>	<b>ACTUAL 28 FEB 2018</b>	<b>ACTUAL 30 JUNE 2017</b>
91000 Municipal Fund Bank Account	\$1,307,577	\$1,152,611
91003 Gnp Office Till Float	\$200	\$200
91004 Gnp Office Petty Cash	\$300	\$300
91005 Swimming Pool Float	\$200	\$200
91008 SWIMMING POOL VENDING MACHINE	\$142	\$142
91009 Cash on Hand - Banking Change	\$1,000	\$0
91010 Restricted Cash - Long Service Leave Reserve	\$82,084	\$81,091
91011 Restricted Cash - Plant Reserve	\$743,399	\$734,406
91014 Restricted Cash - Ongerup Effluent Line Reserve	\$89,613	\$88,529
91017 Restricted Cash - Area Promotion Reserve	\$29,360	\$29,005
91023 Restricted Cash - Swimming Pool Upgrade Reserve	\$93,398	\$92,268
91025 Restricted Cash - Land Development Reserve	\$616,150	\$608,696
91027 Restricted Cash - Computer Replacement Reserve	\$7,751	\$7,657
91029 Restricted Cash - Waste Disposal Reserve	\$230,233	\$227,448
91031 Restricted Cash - Futures Fund Reserve	\$15,778	\$15,587
91034 RESTRICTED CASH - LIQUID WASTE FACILITY	\$11,833	\$11,690
91070 Restricted Cash - Kidz Sports Grant	\$0	\$4,884
91072 Restricted Cash - ICCWA Stay on Your Feet Grant	\$476	\$476
91077 RESTRICTED CASH - STATE EMERGENCY SERVICES GRANT	\$1,077	\$6,327
91078 RESTRICTED CASH - BUSH FIRE SERVICES GRANT	\$695	\$11,008
91079 RESTRICTED CASH - CLGF YOUTH DEV SCHOLAR	\$1,514	\$1,514
91100 Rates Debtor - Rates	\$391,082	\$111,446
91101 Rates Debtor - Specified Area Rates	\$12,488	\$6,322
91102 Rates Debtor - Rubbish Collection	\$10,869	\$9,422
91103 Rates Debtor - Health Act Rate	\$24,648	\$17,951
91104 Rates Debtor - Legal Charges	\$12,274	\$5,408
91105 Rates Debtor - Interest/Admin Charges	\$18,963	\$15,143
91106 Rates Debtor - ESL	\$11,582	\$4,170
91108 Rates Debtor - Recycling Charges	\$8,566	\$6,844
91110 Sundry Debtors Control	\$1,005,726	\$873,295
91111 Pensioner Rebate Claims - General Rates	\$3,678	\$1,358
91112 Pensioner Rebate Claims - ESL Levy	\$243	\$108
91120 GST Receivable	\$79,651	\$64
91130 Accrued Interest on SSL's	\$492	\$492
91140 Self Supporting Loans (Current)	\$26,352	\$26,352
55032 Fuel & Oils Purchased	\$96,044	\$144,636
55042 Less Fuel & Oils Allocated	(\$88,475)	(\$143,945)
91200 Stock On Hand - Fuel & Oils	\$21,203	\$20,511
91201 Stock On Hand - Materials	\$0	\$0
	<b>4,868,169</b>	<b>4,173,617</b>
<b>LESS CURRENT LIABILITIES</b>		
93000 Sundry Creditors Control	\$0	(\$191,978)
93001 ESL Payable	\$4,592	\$3,009
93002 Accrued Expenses	(\$12,660)	\$4,708
93010 Accrued Interest On Loans	(\$7,893)	(\$7,893)
93020 Accrued Salaries & Wages	\$0	(\$11,683)
93030 Rate Payments Received In Advance	(\$6,835)	(\$3,042)
0 Net Gst Payable/Receivable	\$0	\$0
93043 Payg (Payable)	\$0	\$0
93050 Net Salaries & Wages	\$0	\$0
93042 GST Liability (Payable)	\$0	\$0
93110 Loan Liability (Current)	(\$82,482)	(\$113,793)
93200 Provision For Annual Leave (Current)	(\$167,052)	(\$158,072)
93210 Provision For Long Service Leave (Current)	(\$130,645)	(\$104,857)
93220 Provision for Sick Leave Bonus (Current)	(\$44,628)	(\$44,628)
XXXX1 suspense - police licensing	\$0	\$0
	<b>-447,602</b>	<b>-628,230</b>
<b>SUB-TOTAL</b>	<b>4,420,567</b>	<b>3,545,387</b>
<b>LESS: Exclusions</b>		
95100 Reserves Accumulated Surplus	(\$1,919,599)	(\$1,896,378)
ADD Loan Liability	\$82,482	\$113,793
Less Self Supporting Loan Repayments	(\$26,352)	(\$26,352)
	\$0	\$0
Rounding	\$0	\$0
<b>SURPLUS OF CURRENT ASSETS OVER CURRENT LIABILITIES</b>	<b>\$ 2,557,098</b>	<b>\$ 1,736,451</b>

**17. CONFIDENTIAL ITEMS**

**PROCEDURAL MOTION**

**Moved: Cr F Gaze**

**Seconded: Cr B Moore**

**0318.27 That Council:**

**Close the meeting to members of the public to discuss items 17.1 and 17.2 as the items are considered confidential pursuant, respectively, to Section 5.23(c) of the Local Government Act 1995 as the matter relates to a contract which is being entered into.**

**UNANIMOUSLY CARRIED: 7/0**

---

<b>17.1</b>	<b>NEW CONTRACT - WASTE AND RECYCLING COLLECTION SERVICES 2018-2023</b>
<b>Location:</b>	Shire of Gnowangerup
<b>Proponent:</b>	N/A
<b>File Ref:</b>	
<b>Date of Report:</b>	21 <sup>st</sup> March 2018
<b>Business Unit:</b>	Infrastructure
<b>Officer:</b>	J Skinner - Asset and Waste Management Coordinator
<b>Disclosure of Interest:</b>	Nil

---

### **COUNCIL RESOLUTION**

**Moved:** Cr S Hmeljak **Seconded:** Cr G Stewart

**0318.28** That Council authorise the CEO to:

- 1. Accept the quote from Warren Blackwood Waste of \$451,620 plus GST for the Waste and Recycling Collection Services Contract as providing the best value to the Shire; and**
- 2. Prepare and execute the necessary contract documentation.**

**UNANIMOUSLY CARRIED: 7/0**



**PROCEDURAL MOTION**

**Moved: Cr F Gaze**

**Seconded: Cr S Hmeljak**

**0318.29 That Council:**

**Reopen the meeting to members of the public**

**UNANIMOUSLY CARRIED: 7/0**

**OTHER BUSINESS AND CLOSING PROCEDURES**

**18. URGENT BUSINESS INTRODUCED BY DECISION OF COUNCIL**

**19. MOTION OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN**

Nil

**20. DATE OF NEXT MEETING**

That the next Ordinary Council Meeting will be held on the 24<sup>th</sup> April 2018.

**21. CLOSURE**

The Shire President thanked council and staff for their time and declared the meeting closed at 4:25pm.